



DAWSON COUNTY GOVERNMENT

INVITATION FOR BID - NOTICE OF SALE

SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOARD OF COMMISSIONERS (BOC) – SECOND REBID

SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN

NOVEMBER 18, 2019, AT 10:30AM, EST

**DAWSON COUNTY BOARD OF COMMISSIONERS
ATTENTION: PURCHASING MANAGER
25 JUSTICE WAY, SUITE 2223
DAWSONVILLE, GA 30534**

BID # 352-19

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS IFB ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.

ISSUE DATE: OCTOBER 18, 2019

**SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC
– SECOND REBID**

TABLE OF CONTENTS

BID DOCUMENTS

Invitation for Bidders.....3

General Overview.....4

General Conditions.....7

Property “A” - Parcel #082-006-001 Description.....7

Property “A” - Parcel #092-001-001 Description.....7

Property “B” - Parcel #023-001 Description.....8

Property “C” - Parcel #015-068 Description.....9

Property “D” - Parcel #016-098 Description.....9

Property “E” - Parcel #016B-096 Description.....9

General Terms.....11

Bidder’s Price Proposal Form.....18

Representation Affidavit.....22

Oath.....24

Property Detailed Information and Deeds.....25

DAWSON COUNTY, GEORGIA
Purchasing Department
25 Justice Way, Suite 2223
Dawsonville, Georgia 30534
Phone: 706-344-3500 x.42223; Email: mhawk@dawsoncounty.org

October 18, 2019

INVITATION

This is an invitation to submit a sealed bid to Dawson County for the purchase of real Property, indicated herein. The parcels included in this Notice of Sale are Parcel #015-068; #016B-096; #016-098 and #023-001 as individual sales. Parcels #082-006-001 and #092-001-001 shall be sold as one property. Sealed bids will be received by the office of the Purchasing Manager at 25 Justice Way, Suite #2223, Dawsonville, GA 30454.

Instructions for preparation and submission of a bid/proposal are contained in this packet. Electronic packets may be found at <https://vrapp.Bidderregistry.com/Bids/View/BidsList?BuyerId=1bac094c-9726-497e-943b-141544ec4bd4> Submissions must be typed or printed in ink. Prices submitted as a result of this invitation must include the Bidder Price Proposal Form and be returned in a sealed envelope or container marked, as Sealed Bid with the applicable Proposal Name and Proposal Number on the outside. The offer may not be considered unless so received. Proposals must be submitted no later than November 18, 2019, 10:30 a.m.

There will not be a pre-bid meeting for this solicitation. All questions/comments that may arise from this invitation must be submitted in writing and emailed to the Purchasing Manager at mhawk@dawsoncounty.org no later than October 29, 2019, at 1:30 p.m. All questions and answers will be posted to the County website and the Georgia Procurement Registry no later than November 5, 2019, at 1:30 p.m. Answers to question submitted that materially change the conditions and specifications of this invitation will be promulgated to the County website and the Georgia Procurement Registry. Any discussions or documents will be considered non-binding unless incorporated and publicized in an addendum. The tentative award date is December 19, 2019.

Dawson County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin and handicap or veteran status. This policy ensures all segments of the business community have access to supplying the goods and services need by Dawson County. Dawson County does not guarantee a minimum/maximum value for this contract.

Sincerely,

Melissa Hawk

Purchasing Manager

**INVITATION FOR BID – NOTICE OF SALE FOR
SALE OF SURPLUS REAL PROPERTY OWNED BY
DAWSON COUNTY BOC – SECOND REBID**

SECTION I – GENERAL OVERVIEW

A. INFORMATION TO BIDDERS

1. BID SUBMISSION

One (1) original of the complete signed submittal must be received **NOVEMBER 18, 2019, AT 10:30AM, EASTERN STANDARD TIME**. Bids must be submitted in a sealed envelope stating on the outside, the Bidder's name, address, **BID #352-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC-SECOND REBID** to:

Dawson County Board of Commissioners
Attention: Purchasing Manager
25 Justice Way, Suite 2223
Dawsonville, GA 30534

Bidders should **not** email or fax copies of bids. If Bidders email or fax soft copies, Bidder may be immediately disqualified. Soft copies will not be returned.

If sending proposal via UPS, Fed EX or USPS, please list the above information on the outside of the shipping package/envelope to ensure there is no error in opening prior to official opening date.

Hand delivered copies may be delivered to the above address **ONLY** between the hours of 8:00AM and 5:00PM EST, Monday through Friday, excluding holidays observed by the Dawson County Government. For a complete listing of holidays please visit www.dawsoncounty.org.

GPS Location

Some GPS systems cannot locate the above named address. Bidders may search the following address if trying to visit the Dawson County Government Center: 25 Tucker Avenue, Dawsonville, GA 30534. Tucker Avenue is located on the East side of the Government Center. Upon arrival, please continue one block West on Shoal Creek Road to Justice Way. Parking for the Government Center is available off of Justice Way. Bidders should verify address is in Dawson County and not a surrounding community.

Coordinates: 34°25'23.08"N 84°07'12.05W

Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. *NOTE: Many express mail and delivery services do not guarantee overnight by noon to Dawson County.*

Submission by US Mail must be sent to the below address:
Dawson County Board of Commissioners
Attention: Purchasing Director
25 Justice Way, Suite 2223
Dawsonville, GA 30534

The Submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the Bidder.

2. CONTACT PERSON

Bidders are encouraged to contact **Melissa Hawk, Purchasing Manager at (706) 344-3501, by fax at (706) 531-2728 or email mhawk@dawsoncounty.org** to clarify any part of the IFB requirements. All questions that arise prior to the deadline for questions due date shall be directed to the contact person in writing via facsimile or email. Any unauthorized contact shall not be used as a basis for responding to this IFB and also may result in the disqualification of the Bidder's submittal.

Bidders may not contact any elected official or other county employee to discuss the bid process or bid opportunities except: 1) through the Purchasing Manager named herein, or 2) as provided by existing work agreement(s). This policy shall be strictly enforced and the County reserves the right to reject the submittal of any Bidder violating this provision.

3. ADDITIONAL INFORMATION/ADDENDA

Dawson County will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the due date posted on the county's website under the bid information. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any addendum to this IFB. Where there appears to be a conflict between the IFB and any addenda issued, the last addendum issued will prevail. Bidders are advised to check the website for addenda before submitting their bids.

Bidders must acknowledge any issued addenda by including Attachment B-Addenda Acknowledgement with the submittal. Proposals which fail to acknowledge the Bidder's receipt of any addendum may result in the rejection of the offer if the addendum contains information which substantively changes the Owner's requirements

4. LATE SUBMITTAL AND LATE MODIFICATIONS

Submittals received after the due date and time will not be considered. Modifications received after the due date will not be considered. Dawson County Government assumes no responsibility for the premature opening of a proposal not properly addressed and identified, and/or delivered to the proper designation.

5. REJECTION OF BIDS/CANCELLATION

Dawson County Government reserves the right to reject any and all submittals and reserves the right to waive any irregularities or informalities in any submittal or in the submittal procedure, when to do so would be to the advantage of Dawson County. Dawson County reserves the right to cancel this IFB at any time.

6. MIMINUM IFB ACCEPTANCE PERIOD

Submittals shall be valid and may not be withdrawn for a period of 120 days from the date specified for receipt of submittals.

7. NON-COLLUSION AFFIDAVIT

By submitting a response to this IFB, the Bidder represents and warrants that such proposal is genuine and not a sham or collusive or made in the interest or in behalf of any person not therein named and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham proposal, or any other person, firm or corporation to refrain from submitting and that the Bidder has not in any manner sought by collusion to secure to that Bidder any advantage over any other Bidder.

By submitting a proposal, the Bidder represents and warrants that no official or employee of Dawson County Government has, in any manner, an interest, directly or indirectly in the proposal or in the contract which may be made under it, or in any expected profits to arise there from.

8. COST INCURRED BY BIDDERS

All expenses involved with the preparation and submission of the IFB to the Dawson County Board of Commissioners, or any work performed in connection therewith is the responsibility of the Bidder(s).

9. BID OPENING

Bids will be opened and read immediately following bid deadline at the physical address stated in this document. A copy of the bid tabulation to the IFB will be posted on the County Website within three (3) days after the IFB has been opened.

10. OPEN RECORDS

All materials submitted in connection with this IFB will be public documents and subject to the O.C.G.A. § 50-18-71, Open Records Act and all other laws of the State of Georgia; and the open records policies of Dawson County Board of Commissioners. All such materials shall remain the property of Dawson County and will not be returned to the respondent. Should you believe that your bid contains any trade secrets you must submit an affidavit, along with the bid/proposal, that states that specific portions of the bid/proposal contain trade secrets as defined by Georgia law (Article 27 of Chapter 1 of Title 10 of the Official Code of Georgia). Furthermore, the affidavit must be detailed, citing specifically (citing paragraphs, articles, provisions, pages, etc.) the portions of the bid/proposal containing any trade secrets. All such materials shall remain the property of Dawson County and will not be returned to the respondent.

11. TAXES

Dawson County Government is tax exempt. The awarded Bidder will be responsible for all current and future taxes regarding each parcel sold by the BOC and purchased by the Bidder.

12. BIDDER INFORMATION

All submissions shall include a completed Bidder's Price Proposal form, a Representation Affidavit form and an Oath form.

13. GRATUITIES

Dawson County acknowledges that it may be customary to provide gifts to employees or departments. However, it shall be unethical for any County employee involved in making procurement decisions to have personal investments in any business entity that creates a Conflict between their private interests and their public duties.

It shall be unethical for any person to offer, give, or agree to give any Dawson County employee, or for any Dawson County employee to solicit, demand, accept, or agree to accept from any Bidder or business, a gift or gratuity in any amount in exchange for any decision, approval, disapproval, or recommendation concerning a solicitation.

SECTION II – GENERAL CONDITIONS

A. PURPOSE

It is intended that the Property Description Section shall define and detail the surplus real Property, via legal description, which the county desires to sell.

B. SALE OF OBJECTIVE

To receive bids for the purchase of the real Property described below and sell such Property to the highest responsive Bidder in accordance with the terms and conditions of this Invitation for Bid. Bids and bid amounts will be obtained from interested Bidders.

C. PROPERTY DESCRIPTION:

PROPERTY "A":

An independent revised appraisal obtained by Dawson County on June 24, 2019 appraised the value of the real Property, including improvements (if any) at \$1,100,000.00. However, Dawson County makes no representations to the Bidder regarding this appraisal, and the Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The real Property is located along Shoal Creek Road (North of 718), in Dawsonville, GA. Dawson County does not intend to sale the following parcels separately but, intends to sale as one property. The Dawson County Tax Records identifies this Property as Parcels #082-006-001 and #092-001-001 (hereinafter, referred to as the "Property"), consists of approximately 77.670 acres, and is more particularly described as:

Tract 1 (#082-006-001):

All that certain tract, parcel or lot of land situated, lying and being in the Land Lots 302, 303, 310 and 311 of the 4th District, 1st Section of Dawson County, Georgia, consisting of 75.82 acres, more or less, together with all improvements, if any, located thereon, and being more particularly set out on a plat of survey dated June 27, 1997, revised August 26, 1997, prepared for Sales Depot by David W. Bealle, G.R.L.S. This Plat is recorded in Plat Book 49, page 75, Dawson County Records, and is incorporated herein by reference for a more detailed description.

Tract 2 (#092-001-001):

All that tract or parcel of land lying and being in Land lots 242 and 303 of the 4th District, 1st Section of Dawson County, Georgia, consisting of 1.85 acres, more or less, together with all improvements located thereon, and being more particularly set out on a Plat of Survey recorded in Plat Book 43, Page 27, Dawson County Records, and is incorporated herein by reference for a more detailed description.

The real estate appraisal and deed can be found on page 25 of this document.

PROPERTY "B":

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located on Grouse Gap Drive, in the Big Canoe Community, Dawson County, GA. The Dawson County Tax Records identifies this Property as Parcel #023-001 (hereinafter, referred to as the "Property"), consists of approximately 2.5 acres, and is more particularly described as:

All that tract or parcel of land lying and being in Land Lot 303 of the 5th District, 2nd Section of Dawson County, Georgia, being Lot 3052 of the Wet Mountain Neighborhood of Big Canoe Subdivision, as per last recorded in Plat Book 4, Page 123, of the Dawson County records, and being described in Deed Book 711, Page 107, aforesaid records, and being known as 3052 Grouse Gap Drive.

The Dawson County Board of Assessors appraisal summary and deed can be found on page 76 of this document.

PROPERTY "C":

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located at Lot 6295 Disharoon Valley, in the Big Canoe Community, Dawson County, GA. The Dawson County Tax Records identifies this Property as Parcel #015-068 (hereinafter, referred to as the "Property"), consists of approximately 0.91 acres, and is more particularly described as:

All that tract or parcel of land lying and being in Land Lot 278 of the 5th District, 2nd Section of Dawson County, Georgia, being Lot 6295, Disharoon Valley, as shown on plat recorded

in Plat Book 4, Page 91, Dawson County, Georgia Records. Said plat and the record thereof are herein incorporated for a full and complete legal description.

The Dawson County Board of Assessors appraisal summary and deed can be found on page 80 of this document.

PROPERTY “D”:

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located at 6319 Valley View Drive, in the Big Canoe Community, Dawson County, GA. The Dawson County Tax Records identifies this Property as Parcel #016-098 (hereinafter, referred to as the “Property”), consists of approximately 43,057 square feet (or .99 acres), and is more particularly described as:

All that tract or parcel of land lying and being in Land Lot 300 of the 5th District, 2nd Section Dawson County, Georgia, being Lot No. 6319 of Disharoon Valley of Big Canoe Subdivision, per plat recorded in Plat Book 5, Page 69, Dawson County, Georgia. Said plat and the record thereof are herein incorporated for a full and complete legal description.

The Dawson County Board of Assessors appraisal summary and deed can be found on page 84 of this document.

PROPERTY “E”:

Bidder is advised to make his/her own determinations and conclusions regarding the value of the Property prior to submitting a bid. The Real Property is located at 134 Pine Knoll, in the Big Canoe Community, Dawson County, GA. The Dawson County Tax Records identifies this Property as Parcel #016B-096 (hereinafter, referred to as the “Property”), consists of approximately 31,380 square feet (or .72 acres), and is more particularly described as:

All that tract or parcel of land lying and being in Land Lot 313 of the 5th District, 2nd Section, Dawson County, Georgia, being Lot 7096 of the Toland Mountain Neighborhood of Big Canoe Subdivision, as per plat recorded in Plat Book 5, Page 73, in the Office of the Clerk of the Superior Court of said County, said Plat being by reference incorporated herein and made a part hereof.

The Dawson County Board of Assessors appraisal summary and deed can be found on page 88 of this document.

Completing the Bidder’s Price Proposal Form

- a. Bidders must provide pricing on the **Bidder’s Price Proposal Form** included in this document.

Payment

1. The county will accept cash, certified check(s), or wire transfer for payment of the Property. Payment must be made in U.S. Dollars.
2. The awarded Bidder will be required to make a non-refundable cash deposit per each Property awarded in the amount of 5% (five percent) of the contracted sales price within two (2) business days of receipt of the Notice of Award Letter in accordance with this Invitation for Bid. Payment should be sent to:

Dawson County Board of Commissioners
ATTN: Vickie Neikirk, Chief Financial Officer
25 Justice Way, Suite 2214
Dawsonville, GA 30534
vneikirk@dawsoncounty.org

D. CONTRACT ADMINISTRATION/NOTICES

The project will be administered by the Purchasing Manager. All questions or notices concerning this invitation and all questions or notices arising subsequent to award are to be addressed as follows:

As to Dawson County/Seller:

Dawson County Purchasing Department
Attn: Melissa Hawk
25 Justice Way, Suite 2223
Dawsonville, GA 30534
mhawk@dawsoncounty.org

As to Buyer/Successful Bidder:

To the contact name and address listed on the Bidder's Bid Form submitted to Dawson County

Any notice required herein will be effective if given in writing and delivered personally, or sent by electronic mail, certified, registered or USPS Express Mail, to the receiving party at the mailing address identified on the Bidder's Bid Form.

E. PROCEDURES AND MISCELLANEOUS ITEMS

1. All questions shall be submitted in writing (e-mail is acceptable) and shall be communicated in the form of an addenda if the scope specifications are to be affected and posted on the County's website under the bid information, all firms responding to this IFB should check the website before responding to this IFB.
2. All respondents to this IFB shall indemnify and hold harmless the Dawson County Board of Commissioners, and any of their officers and employees from all suits and claims alleged to be a result of this IFB. The issuance of this IFB constitutes only an invitation to present a proposal. The Dawson County Board of Commissioners reserves the right to determine, at its sole discretion, whether any aspect of a respondent's submittal meets the criteria in this IFB. The Dawson County Board of Commissioners also reserves the right to seek clarifications, to negotiate with any Bidder submitting a

response, to reject any or all responses with or without cause, and to modify the procurement process and schedule. In the event that this IFB is withdrawn or the project canceled for any reason, the Dawson County Board of Commissioners shall have no liability to any respondent for any costs or expenses incurred in connection with this IFB or otherwise.

3. Any contract resulting from this IFB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the State of Georgia. Then Bidder shall comply with applicable federal, state, and local laws and regulations.

F. PROPERTY EXAMINATION

The Bidder is advised to examine the real estate Property and to inform himself/herself fully as to its conditions, value and other matters that may in any way affect the bid submission. Failure to examine the real estate Property will not relieve the successful Bidder of his obligation to honor the bid submitted.

G. DETERMINATION OF SUCCESSFUL BIDDER

The contract will be awarded to the highest responsible Bidder, if awarded.

a. Responsiveness

The determination of responsiveness will be made by the County based on a consideration of whether the Bidder has submitted a complete proposal form without irregularities, excisions, special conditions, or alternative bids for any time unless specifically requested on the proposal form.

H. FINAL SELECTION

A contract for the purchase and sale of the Property will be awarded to the highest responsible Bidder whose bid conforms to this Invitation for Bid provided; however, the BOC reserves the right to reject any or all bids and/or to waive informalities and minor irregularities in all bids received. If Dawson County approves a bid and issues a Notice of Award based on a bid, the Bidder's Fee Form, along with this Invitation for Bid #346-19, the Representation Affidavit and the Oath shall form and constitute a binding contract for the purchase and sale to purchase the Property according to the terms of such documents. No contract shall be created unless Dawson County approves the sale and issues a Notice of Award to the successful Bidder. If Dawson County approves the sale and issues a Notice of Award, a written Notice of Award document will be electronically mailed to the successful Bidder within forty-five (45) days from the date of the BOC's award.

SECTION III – GENERAL TERMS

A. DEFINITION

Where used in this IFB, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

Bid, or Bid Amount, or Bid Price – A binding offer by a Bidder to purchase the Property from the County for a specified amount set forth in a Bid Form in response to an Invitation for Bid.

Bidder – Any person, individual, partnership, association, corporation, governmental entity or a combination thereof, including joint ventures, offering a bid which confirms in a material respects to the requirements set forth in the Invitation for Bid.

Buyer, Successful Bidder, or Awarded Bidder - Any person, individual, partnership, association, corporation, governmental entity or a combination thereof, including joint ventures, whose bid is accepted by Dawson County for the purchase and sale of Property and to whom a Notice of Award for the purchase and sale of the Property is issued.

Dawson County or County – The Dawson County Board of Commissioners (BOC).

Day. Calendar day.

Herein. Refers to information presented in the project manual.

Holidays. Legal holidays designated by the Owner.

Invitation for Bid (IFB) – Executed bidding documents, including documents attached or incorporated by reference, utilized for soliciting bids in accordance with the bidding procedure set forth herein.

Purchase Price, Sales Price or Sale Price – The bid amount submitted by a Bidder that is accepted by the County and upon which a Notice of Award is based.

Property – The Real Property as described in Property A, B, C, D, E, F and G in Section C Property Description.

Sealed Bid – A written response in a sealed envelope or package to an advertised invitation.

Seller – Dawson County

B. VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent, or employee of the Owner either before or after execution of this Contract shall affect or modify any of the terms of obligations contained in any of the documents comprising said Contract.

C. COMPLIANCE WITH LAWS

The Bidder shall keep himself/herself fully informed of all existing and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged in the purchase.

He shall at all times himself observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

D. LAWS OF GEORGIA

Any contract arising from this IFB shall be interpreted, construed and governed by the Laws of the State of Georgia.

If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the remaining provision of this Contract invalid, inoperative or unenforceable.

E. CONDITIONS OF SALE

a. Closing – The awarded Bidder, if any, will be responsible for and shall be required to pay at closing all closing costs associated with the sale (which costs will not be credited towards the purchase price), including but, not necessarily limited to:

1. Any Georgia Property transfer tax;
2. All costs, fees and charges to insure title and obtain title insurance;
3. All costs, fees and charges to have the closing attorney search title and prepare the Limited Warranty Deed, owner's affidavit, any buyer's powers of attorney and any and all promissory notes, deeds to secure debt and other loan documents required by any lender providing financing in the transaction;
4. Property surveys, recording costs, courier fees, overnight delivery fees, document preparation fees, delivery, copying and handling charges and all other costs, fees, charges and amounts to otherwise close this transaction except as they relate to the clearance of title encumbrances and discharging liens.

At closing, Buyer will tender to the county the full purchase price for each Property to be acquired, less the deposit and county shall execute and deliver to Buyer the Limited Warranty Deed and any other certifications, affidavits, statements and documents that are reasonably required by Buyer at closing. The transaction shall be closed by a law firm or attorney experienced in real estate transactions selected and paid for by the awarded Bidder and which is agreeable to the county. The closing shall occur in Dawson County. Dawson County shall be entitled to the non-refundable cash deposit if this Agreement is terminated due to the default of the Buyer or due to the failure, inability or refusal of the Buyer to complete the purchase within the time and conditions

set forth herein. In such event, the Seller may retain and keep such deposit in its entirety, which shall constitute liquidated damages in full settlement of all claims of the Seller. It is agreed to by parties that such liquidated damages are not a penalty and are a reasonable pre-estimate of the Seller's actual damages, which damages are difficult to ascertain. The awarded Bidder will be required to make a non-refundable deposit for each Property awarded in the form of cash, certified check or wire transfer in the amount of 5% (five percent) of the accepted bid amount within two (2) business days of receipt of the Notice of Award Letter in accordance with the directions therein.

- b. Reserve – The Dawson County Board of Commissioners is not setting a reserve for the properties included within this IFB/NOS. However, the sale can only be consummated after approval of the bid has been made by the Dawson County Board of Commissioners. If the sale is approved, a Limited Warranty Deed in a form approved by the county attorney will be delivered to the successful Bidder at closing. The Dawson County Board of Commissioners reserves the right to reject any or all bids, waive technicalities and to make the award in the best interest of Dawson County.
- c. Deposit – The successful Bidder must remit a non-refundable cash deposit for each Property awarded to Dawson County in the amount of 5% (five percent) of the purchase price within two (2) days of the Notice of Award. The deposit shall be applied and credited to the purchase price of the Property at closing. However, if the sale of the Property to the successful Bidder is not consummated as provided for herein for any reason other than Dawson County's default hereunder or election not to proceed with the sale, Dawson County shall be entitled to retain the deposit as liquidated damages, as it would be impracticable and extremely difficult to ascertain the actual damages of Dawson County should the successful Bidder fail to complete the purchase of the awarded Property according to this Invitation for Bid. The liquidated damages represent a reasonable estimate of the damages that Dawson County will incur as a result of such failure. The payment of such liquidated damages is not intended to act as a forfeiture or penalty but, is intended to constitute liquidated damages to Dawson County.
- d. Condition – The Property is being sold as-is, where-is and with all faults. After closing, the sale is final. Bidders are hereby informed that the Seller is unaware of any latent defects in the Property and Dawson County makes no representations or warranties as to the condition of the Property or the serviceability or fitness of the Property for a particular use. Prior to bidding, Bidders, at their sole cost and expense and at their own risk, shall have the opportunity to inspect the Property and conduct any environmental tests and boundary surveys. Bidders are encouraged to obtain the services of a qualified and experienced professional to conduct inspections and/or tests prior to bidding. Bidders are solely responsible for any required remediation and/or resulting damages, include but, not limited to, any effects on health, due to a condition in, on or around the Property. The sale is not contingent upon a successful Bidder obtaining financing for the purchase of the Property.
- e. Termination – At any time, Dawson County shall have the unlimited rights, and at its complete discretion, to elect to terminate the sale of the Property and/or elect to deem any

contract for the sale thereof created hereunder null and void and not close the transaction for any reason, and the parties shall be restored to their original positions as if the contract never existed. Should Dawson County exercise any such right under this paragraph (e), Dawson County shall return the deposit but, shall not be obligated to make other reimbursement or payment to the Bidder. In the event the contract is terminated by the Seller or the sale terminated hereunder, or in the event the Seller is otherwise unable to or elects not to proceed with the sale, the Seller's sole liability to the Bidder will be to return the Bidder's deposit, at which time the contract shall cease and terminate and the Seller and the Buyer shall have no further obligations, liabilities or responsibilities to one another.

- f. Title Defects – In the event that a title defect is discovered prior to the closing date, then Dawson County shall have the unlimited right and be entitled to a thirty (30) day extension within which to resolve any title exceptions or defects or other title issues which in any way impede or impair the county's ability to convey title as required herein. If, within such a period, the county determines that it is unable or unwilling, at its sole discretion, to resolve such matters, then the successful Bidder may elect to (1) take title to the subject Property in its then state, thereby waiving any title objections or (2) terminate the contract and receive a refund of the deposit, which shall be the successful Bidder's sole and exclusive remedy against the county for the county's inability or failure to deliver a clear and marketable title. Under either circumstance, the Bidder fully releases Dawson County as fully set forth in Paragraph (g) contained herein.
- g. Indemnification and Hold Harmless – In consideration of the sale of the Property to the successful Bidder, and/or in consideration of \$1, the receipt of which is hereby acknowledged, upon the effective date of the contract, the successful Bidder shall release and agrees to indemnify, hold harmless and forever discharge Dawson County, as owner of the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities or causes of action of any kind or nature whatsoever that the successful Bidder has or may now have at any time in the future pertaining to, relating to, or arising from the Property, this Invitation for Bid, any bid submitted for the Property, any contract or agreement for the sale of the Property, and/or the sale of the Property or its condition. Bidder further expressly waives the (a) remedy of specific performance on account of Dawson County's default under this Agreement for any reason and (b) any right otherwise to record or file a lis pendens or a notice of pendency of action or similar notice against all or any portion of the Property purchased. This paragraph (g) and its provisions shall survive any termination of the contract or termination of the sale of the Property and shall also survive the closing and conveyance of the Property to the successful Bidder.
- h. Severability – If any provisions of this Invitation for Bid are determined to be prohibited by or invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder hereof.
- i. Brokers and Agents – If any party hires, has hired, and/or uses any such broker or agent in connection with the Property purchased, the party hiring, employing and/or using such broker or agent shall be responsible for paying, outside of the closing, any and all costs or

fees arising therefrom. Seller shall not be responsible for paying any costs or fees arising from any broker or agent of the successful Bidder or any other party.

- j. Affidavit and Oath – The Representation Affidavit of Bidder and the Oath forms of which are attached hereto and incorporated herein as Exhibits “A” and “B” respectively need to be completed by the Bidders and submitted along with its Bid. Bidders should complete and execute the affidavit and the oath but, shall not alter the terms thereof. Upon issuance of a Notice of Award, the completed affidavit and oath of the successful Bidder shall be incorporated into this Invitation for Bid by reference and become a part of the successful Bidder’s contract to purchase the Property.
- k. Headings – The headings in this Invitation for Bid have been inserted for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Invitation for Bid.
- l. Heirs, Successors and Assigns – The terms of this Invitation for Bid, the Bidder’s Bid Form and any contract resulting therefrom shall be binding upon and inure to the benefit of the Buyer and Seller and their respective representatives, heirs, successors and assigns.

-End of This Section-



**IFB #352-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC- SECOND REBID
BIDDER'S INFORMATION**

FORM

1. Legal Business Name _____

OR

Full Individual's Name _____

2. Street Address _____

3. City, State & Zip _____

4. Type of Business: _____ State of Registration: _____

(Association, Corporation, Partnership, Limited Liability Company, etc., if applicable)

5. Name & Title of Authorized Signer: _____

6. Primary Contact _____

7. Phone _____ Fax _____

8. E-mail _____

9. Company Website _____
If applicable

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



IFB #352-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC- SECOND REBID

BIDDER'S PRICE PROPOSAL FORM

The undersigned agrees, if its bid is accepted, to remit a non-refundable cash deposit to Dawson County per each Property awarded in the amount of 5% (five percent) of the purchase price within two (2) days of Notice of Award. The full bid price of the successful bidder, less the deposit must be received at closing. Further, the undersigned agrees that he/she will comply with and be bound by the terms and conditions of this Bidders Price Proposal Form, the Invitation for Bid #349-19 including but, not necessarily limited to the General Information, Instructions to Bidders and the General Terms and Conditions, the Representation Affidavit and the Oath. If Dawson County issues a Notice of Award based on this bid, the undersigned agrees and understands that this Bidder's Price Proposal Form, along with the documents listed above shall form and constitute a binding contract for the undersigned to purchase the Property according to the terms of such documents.

Please enter your best bid below for each Property for which you are interested. Bids will be considered non-negotiable as related to acceptance and resulting award. Please enter N/A on the properties in which you are not entering a bid.

PROPERTY "A" BID AMOUNT: \$ _____.

PROPERTY "B" BID AMOUNT: \$ _____.

PROPERTY "C" BID AMOUNT: \$ _____.

PROPERTY "D" BID AMOUNT: \$ _____.

PROPERTY "E" BID AMOUNT: \$ _____.

Bidder's Price Proposal Form Continued on Next Page



IFB #352-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC- SECOND REBID

BIDDER'S PRICE PROPOSAL FORM – CONTINUED

If the bid amount for Property “A”, Property “B”, Property “C”, Property “D” and/or Property “E” is accepted or any combination of Property bids are accepted by Dawson County and a Notice of Award is issued by Dawson County on any combination of Property bids, this bid amount shall become the purchase and sale price for the Property as awarded and shall be the sum due to Dawson County by the undersigned Bidder to purchase the said Property.

If a Notice of Award is issued by Dawson County based on this bid, I acknowledge that the successful Bidder will bear all costs of closing (in addition to the bid amount), shall be responsible for submitting a non-refundable cash deposit to Dawson County in the amount of 5% (five percent) of each Property purchase bid amount within two (2) days of Notice of Award, and shall submit the full bid amount, less the deposit, to the county at closing. I further acknowledge that the closing is to be arranged by the Bidder and conducted by an attorney hired by the Bidder which is experienced in real estate matters and acceptable by Dawson County. I further acknowledge that the closing must take place in Dawson County, Georgia.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of the state and federal laws and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this IFB #349-19 and certify that I am authorized to sign this for the Bidder.

The undersigned individual(s) executing this Bid Form represents that he/she is either submitting this bid on his or her own behalf or is the legally authorized representative or agent of the person, individual, firm, company or governmental entity submitting this bid and that he/she has the full legal power and authority to sign this Bid Form, submit this bid on their behalf, and to consummate the transaction and purchase contemplated by this Bid Form and the Invitation for Bid, including submission of the purchase price at closing and execution of any certifications, acknowledgements and agrees that this bid will be binding and enforceable upon Bidder and that a legally binding agreement will be created if the bid is accepted by Dawson County and a Notice of Award is issued by Dawson County to the Bidder. The execution, delivery and performance of this Bid Form by the Bidder has been duly authorized and approved by all necessary action on the part of the Bidder.

This _____ day of _____, 2019.

Please mark as applicable:

This bid is being submitted by: an individual [____]; or company, firm, corporation, association, partnership [____] or governmental entity [____].

Bidder's Price Proposal Form Continued on Next Page



IFB #352-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC- SECOND REBID

BIDDER'S PRICE PROPOSAL FORM – CONTINUED

If the Bid Form is submitted by a person in an individual capacity, please print the name(s) of the individual(s) submitting this Bid Form, provide the requested information and sign below to acknowledge and indicate your understanding of the terms of this Bid Form and agreement to be bound by its terms and conditions:

Individual Bidder:

Individual Bidder;

Signature

Signature

Printed Name

Printed Name

Address

Address

Telephone Number;

Telephone Number:

Email

Email

Date

Date

If the bid is submitted by a company, firm, corporation, association, partnership or governmental entity, please print the name of the individual submitting the bid, provide the requested information and sign below to acknowledge and indicate your understanding of the terms of this Bid Form and agreement of behalf such company, firm, corporation, association, partnership or governmental entity to be bound by its terms and conditions:

Full Legal Name of company, firm, corporation, association, partnership or governmental entity submitting the bid: _____

(Print/Type Name)

Bidder's Price Proposal Form Continued on Next Page



IFB #352-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC- SECOND REBID

BIDDER'S PRICE PROPOSAL FORM – CONTINUED

Individual authorized to sign and act on behalf of company, firm, corporation, association, partnership or governmental entity: _____

(Print/Type Name)

Signature of Authorized Individual

Title of Authorized Individual

Date

Address

Email

Telephone

NOTE: The County's Local Preference Ordinance shall not apply to this Invitation for Bids – Notice of Sale

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



IFB #349-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC- SECOND REBID

REPRESENTATION AFFIDAVIT

This bid is submitted to the Dawson County Board of Commissioners by the undersigned who is acting in his or her individual capacity or on behalf of a company as an authorized officer of the company. If made on behalf of a company, the undersigned asserts that said company is licensed to do business in Georgia and Dawson County. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Bidder recognizes that all representations herein are binding on the individual if submitted in an individual capacity and on the company if submitted on behalf of a company. Failure to adhere to any of these commitments, at the County's option, may result in termination or revocation of the granted contract and the County retention of the Bidder's deposit.

Consent is hereby given to the County to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Bidder.

The Bidder understands that, at such time as the County decides to review this proposal, additional information may be requested. Failure to supply any requested information within a reasonable time may result in the rejection of the Bidder's proposal with no re-submittal rights.

The successful Bidder understands that the County, after considering the legal, financial, technical, and character qualifications of the Bidder, as well as what in the County's judgment may best serve the public interest of its citizens and employees, may issue a Notice of Award to the successful Bidder, which will form a binding contract. If Dawson County issues a Notice of Award based on a Bidder's bid, the undersigned agrees and understands that the Bidder's Fee Form, along with the Invitation for Bid #01000, Representation Affidavit, and Oath shall form and constitute a binding contract for the Bidder to purchase the property according to the terms of such documents.

The successful Bidder asserts and represents that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same, and is in all respects fair and without collusion or fraud. I understand that collusive Bid is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Please mark as applicable: This bid is being submitted by: an individual [_____]; or a company, firm, corporation, association, partnership, or governmental entity [_____]. If the bid is submitted by a person in an individual capacity, please print the name(s) of the individuals submitting the bid, provide the requested information, and sign below to acknowledge and indicate your understanding, agreement, and representation of the terms of this affidavit:



IFB #349-19 SALE OF SURPLUS REAL PROPERTY OWNED BY DAWSON COUNTY BOC- SECOND REBID

REPRESENTATION AFFIDAVIT (CONT)

Signature: _____ Signature: _____

Name: _____ Name: _____

Address: _____ Address: _____

Telephone: _____ Telephone: _____

E-mail: _____ E-mail: _____

Date: _____ Date: _____

If the bid is submitted on behalf of a company, firm, corporation, association, partnership, or governmental entity, please print the name of the individual submitting the bid, provide the requested information and sign below to acknowledge and indicate your understanding, agreement, and representation of the terms of this affidavit on behalf of the Company:

Full Legal Name of company, firm, corporation, association, partnership, or governmental entity submitting the bid: _____

Individual authorized to sign and act on behalf the company, firm, corporation, association, partnership, or governmental entity: _____

(Print/Type)

Signature of Authorized Individual: _____ Date: _____

Title: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL



OATH

**State of Georgia
County of Dawson**

I, _____ (name of individual), solemnly swear that in the procurement of the contract for **Sale of Surplus Real Property Owned by Dawson County – Second Rebid** that I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me as an individual or my business, corporation or partnership has caused or induced any other Bidder to withdraw his/her Bid from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This _____ day of _____, 20_____.

By _____

Corporate or Partnership Name

Sworn to and subscribed

Before me this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____
(SEAL)

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

PROPERTY "A" APPRAISAL REPORT IN SUMMARY FORMAT
PARCEL #082-006-001 &
PARCEL #092-001-001

**APPRAISAL REPORT IN SUMMARY FORMAT
(REVISED 6/24/2019)**

OF A

±77.670 Acre Tract of Land
(Assemblage of two tax parcels)

LOCATED ON

Shoal Creek Road (North of 718) and West of Burt's Creek Road
Dawsonville, Georgia 30534
Dawson County Tax Parcel #'s 082-006-001 and # 092-001-001

AS OF

March 12, 2019

PREPARED FOR

Dawson County Georgia
C/O Jarrard & Davis, LLP
Attn: Ms. Sarah VanVolkenburgh
222 Webb Street
Cumming, Georgia 30040

PREPARED BY

J & T Smith, Inc.
Timothy J. Smith
3535 Woodbury Court
Cumming, Georgia 30041

J & T SMITH, INC.
REAL ESTATE APPRAISAL AND CONSULTING
3535 WOODBURY COURT
CUMMING, GA 30041
678-591-2015 / Phone tjsmith1959@bellsouth.net

June 24, 2019 (revised)

Dawson County Georgia
C/O Jarrard & Davis, LLP
Attn: Ms. Sarah VanVolkenburgh
222 Webb Street
Cumming, Georgia 30040

RE: **APPRAISAL REPORT IN A SUMMARY FORMAT**
 ±77.670 Acre Tract of Land
 Located on Shoal Creek Road (North of 718) and West of Burt's Creek Road
 Dawsonville, Georgia 30534
 Dawson County Tax Parcel #'s 082-006-001 and #092-001-001

Dear Ms. VanVolkenburgh,

At your request, I have revised the **Appraisal Report** I previously prepared for the above referenced property. I have prepared the report in a **Summary Format**. The purpose of this appraisal is to estimate the revised market value of the subject property as of the effective date indicated in the report.

The accompanying Appraisal Report has been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and applicable Federal regulations. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (a), of the Uniform Standards of Professional Appraisal Practice.

This Appraisal Report provides a summarized presentation of the data, analyses, and reasoning that led to my opinion of value. Supporting documentation concerning the data, reasoning, and analyses is summarized in the report. The depth of discussion contained in this report is specific to the needs of the client and is for the intended use as stated within the body of this report. I am not responsible for unauthorized use of this report.

The attached report details the scope of the appraisal, level of reporting, definition of value, valuation methodology, and pertinent data researched and analyzed in the development of this appraisal.

I certify that I have no present or contemplated future interest in the property beyond this estimate of value. Your attention is directed to the Limiting Conditions and Assumptions, included in this report. Acceptance of this report constitutes an agreement with these conditions and assumptions.

In my opinion, the estimated value of the “**fee simple interest**” of the subject property, as of **March 12, 2019** was as follows:

Subject Value Conclusion ----- \$1,100,000

Further, I estimate the reasonable exposure time for the subject to have achieved this value to be 12-24 months.

Respectfully submitted,



Timothy J. Smith
Georgia Certified General Appraiser #262445

J & T Smith, Inc.
3535 Woodbury Court
Cumming, Georgia 30041

TABLE OF CONTENTS

Executive Summary..... 4

Appraisal Specifics..... 7

Scope of Work..... 9

Market / Neighborhood Analysis..... 11

Property Description..... 12

Zoning Analysis..... 13

Highest and Best Use 15

Valuation Methodology 16

 Sales Comparison Approach 17

 Adjustment Process 17

 Comparison Grid 19

Final Reconciliation 21

Final Value Conclusion 21

Limiting Conditions and Assumptions 22

Certification..... 25

Qualifications 26

Addenda 28

 Tax Card, Subject..... 29

 Tax Map..... 31

 Flood Plain Map 32

 Zoning Map 33

 Subject Photographs 35

 Deed 38

 Map, Land Comparables 41

 Land Comparable Data Sheets..... 42

EXECUTIVE SUMMARY

Subject Property:	<p>The subject property is located along Shoal Creek Road (North of 718) and West of Burt's Creek Road in Dawsonville, Georgia.</p> <p>The subject is identified in the Dawson County Tax Records as Parcel #'s 082-006-001 and #092-001-001.</p>
Property Overview:	<p>The subject is a ±77.670 acre (assemblage) tract of land per the Dawson County Tax Assessors office records.</p> <p>The property is rolling (moderately heavy) and has frontage both along Burt Creek and Shoal Creek Roads. Access from Shoal Creek Road would likely be difficult due to the hydrology in that area and access from Burt's Creek Road would likely be the preferred access point.</p>
Ownership:	<p>The apparent owner of the parcel is Dawson County Georgia, per information acquired after examining the Dawson County Tax card. I was not provided any title certificates for this assignment.</p> <p>Per the tax records the last transfer of ownership of the property was by way of a Quitclaim deed. The deed is recorded in Dawson County Deed Book #1314 on Page #133. The transfer was not a market related transaction and was between related parties.</p> <p>The single deed included both tax parcels. I have included a copy of the deed I was able to acquire in the addenda of this report for reference. I do not warrant title to the subject property.</p>
Interest Appraised:	Fee simple interest
Effective Date of Value:	March 12, 2019
Highest and Best Use Land As Vacant:	Residential Development

Zoning:	The majority of the subject is in the City in Dawsonville and the current zoning classification of the subject is INST (Institutional District). The INST classification permits several residential uses along with traditional Institutional Uses. The balance of the property in in unincorporated Dawson County and is zoned RA (Residential Exurban/Agricultural District) by Dawson County. Based upon the location of the site, access to public utilities and expected demand in the area, it is likely that the site could and would most likely be reclassified to a traditional Residential Classification by a prospective buyer.
Tax Assessment, Ratio and Equalization:	The subject tax identification parcel number #'s 082-006-001 and #092-001-001. The Tax Assessor's currently has the 100% market value for the subject property (both tax parcels) estimated at a total of \$647,074. The subject is currently under the ownership of a government entity and incurs no real estate tax liability.
Cost Approach:	N/A
Sales Comparison Approach:	\$1,100,000
Income Approach:	N/A
Reconciled Value:	\$1,100,000

HYPOTHETICAL CONDITIONS AND EXTRAORDINARY ASSUMPTIONS

Hypothetical Conditions

Hypothetical conditions are defined as “that which is contrary to what exists, but is supposed for the purpose of analysis with the following comment: “Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property or about conditions external to the subject property, such as market conditions or trends, or the integrity of the data used in an analysis.” If used in the assignment, hypothetical conditions might have affected assignment results, and for that reason must be clearly and conspicuously disclosed in the report. Hypothetical conditions may be used in an assignment only if:

- use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- use of the hypothetical condition results in a credible analysis;
- the appraiser complies with the disclosure requirement set forth in USPAP for hypothetical conditions.

The following Hypothetical Condition was used for the completion of this assignment:

For the purpose of completing this assignment I have evaluated the property as if it is a singular tract of land although it is made up of two (2) separate tax parcels.

Extraordinary Assumptions

Extraordinary assumptions are defined as “an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions with the following comment: Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property or about conditions external to the property, such as market conditions or trends, or about the integrity of the data use in an analysis.” If used in the assignment, extraordinary assumptions might have affected the assignment results, and for that reason must be clearly and conspicuously disclosed in the report. Extraordinary assumptions may be used in an assignment only if:

- it is required to properly develop credible opinions and conclusions;
- the appraiser has a reasonable basis for the extraordinary assumption;
- use of the extraordinary assumption results in a credible analysis; and
- the appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

The following Extraordinary Assumptions was used in this appraisal assignment:

None

APPRAISAL SPECIFICS

Appraisal Purpose

The purpose of this appraisal is to estimate the market value of the subject property as of the effective date of this appraisal.

Intended Use

The intended use of this appraisal is for the client or intended user, as identified in this report, to utilize for the purpose of concluding the fair market value of the subject property.

Intended User

Dawson County Georgia
C/O Jarrard & Davis, LLP
Attn: Ms. Sarah VanVolkenburgh
222 Webb Street
Cumming, Georgia 30040

Competency Provision

I have knowledge and prior experience in appraising properties similar to the subject. Therefore, the competency provision of the Uniform Standards of Professional Appraisal Practice has been satisfied.

Market Value Definition

The definition of "Market Value", as defined by the Office of the Comptroller of Currency (OCC) under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions, the Board of Governors of the Federal Reserve System (FRS) and the Federal Deposit Insurance Corporation in compliance with Title XI of FIRREA, as well as by the Uniform Standards of Appraisal Practice as promulgated by the Appraisal Foundation, is as follows:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby,

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Three-Year Sale History

I was not provided a certified title report and the ownership information was acquired from available public (tax) records.

Per public records (tax records/deeds), there was a transfer of title related to the subject on the 19th day of September 2019. The transfer was by way of a quit claim deed and appears to have been between related parties.

The transaction included both tax parcels that are the subject of this assignment.

There does not appear to have been any transfers of the title as of result of a market transaction in the three years prior to the effective date of this appraisal.

I do not warrant title to the subject parcel nor did I complete a formal title search as a part of this assignment.

Current Listing/Pending Contracts

None to my knowledge

Owner Contact

I was engaged to complete this assignment by the attorney of the owner of the property. I had no direct contact with the owner.

Appraisal Scope of Work

According to the Uniform Standards of Professional Appraisal Practice, it is the appraiser’s responsibility to determine the appropriate scope of work. USPAP defines the scope of work as the type and extent of research and analysis in an appraisal or appraisal review assignment. The scope of work within this assignment includes, but is not limited to, the following:

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property;
- the extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

SCOPE OF WORK	
Appraisal & Report Type:	Appraisal Report in Summary Format
Property Identification and Inspection:	<p>The subject parcel was identified using tax records and a site visit.</p> <p>I visited the site March 12, 2019 and made observations about the property. Relevant physical information about the subject was observed and documented (photographed) at that time.</p> <p>The only formal legal description I have is that which was included in the deed.</p>
Analysis of Physical Factors:	<p>I analyzed the pertinent physical factors of the subject site. These included but were not limited to:</p> <ul style="list-style-type: none"> • Location within the overall market • Size (Area) • Topography • Flood Hazard and Wetlands • Access (ingress/egress) • Availability of utilities (water/sewer) <p>NOTE: For the purpose of this analysis, I have assumed there are no adverse environmental issues associated with the site. I was not provided any environmental reports associated with the report.</p>
Analysis of Economic Factors:	I completed a limited neighborhood analysis of the subject and surrounding region. The client is a representative of the county government and is assumed to have a good understanding of the neighborhood.

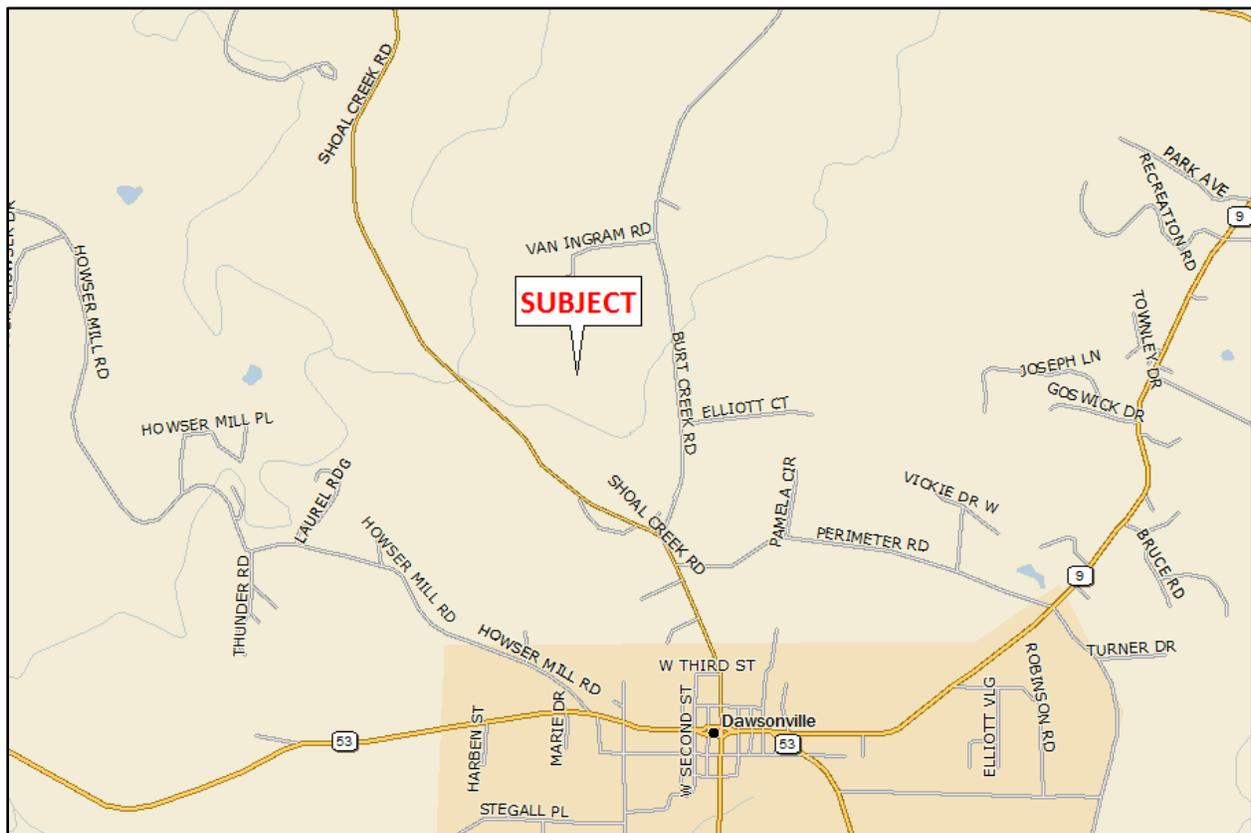
<p>The Extent of Data Research:</p>	<p>Following is a partial list of the market data and intelligence I utilized to complete this appraisal:</p> <ul style="list-style-type: none"> • Tax records • Deed records • FMLS & GAMLs • CoStar Commercial Database • Discussions with other Real Estate Professionals
--------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p>The Type and Extent of Analysis:</p>	<p><u>Cost Approach:</u> This approach to value provides insight into the cost required to construct a property from the ground up. This methodology is most applicable for new or relatively new construction where extensive depreciation is not a significant factor. The subject is being evaluated is a vacant tract of land. Therefore, the Cost Approach to value is not applicable and has not been developed.</p> <p><u>Sales Comparison Approach:</u> This approach to value provides insight into what knowledgeable buyers are willing to pay for similar properties in the local market. It is applicable to this particular property and provides useful insight into local market behavior. The Sales Comparison Approach to value has been fully developed.</p> <p><u>Income Approach:</u> This approach to value provides insight into how much a property is worth from an investor’s perspective and it is generally based upon the ability of the subject to generate an income. The approach is most commonly utilized in estimating the value of an improved property that is or could be leased. In this case, the subject is a vacant tract of land and market data regarding the lease of vacant land is limited. Therefore, the Income Approach to value has not been developed.</p>
<p>Professional Contributions:</p>	<p>I received no professional assistance in the completion of this appraisal.</p>

MARKET / NEIGHBORHOOD ANALYSIS

The subject property is located between Shoal Creek Road (North of 718) and Burt Creek Road in Dawsonville Georgia. The site is located ± 0.8 miles slightly northwest of the City of Dawsonville. The site is located ± 9.0 miles west of Georgia Highway 400, a primary transportation corridor in the area. The majority of the retail business in Dawson County occurs along Highway 400.

The subject neighborhood is roughly bounded by the Lumpkin County boundary on the north, the Forsyth County Line to the south, the Cherokee County boundary to the west and Georgia 400 to the east. The neighborhood boundaries are somewhat atypical due to the shape of Dawson County in the area of the subject property.



The immediate neighborhood is mostly residential in nature. While there is some industrial development nearby, it is very limited. There is very limited commercial development in the area and it is located near the Dawsonville central business district and along Georgia Highway 400.

The subject is located within an area that is made up of largely undeveloped land, but there are some single family subdivisions and single family residences located on larger tracts of land nearby. As noted before, the majority of commercial development is located near the Dawsonville central business district and along Georgia Highway 400. Infrastructure is available near the subject parcel that could accommodate any potential use of the site. The character of the area suggests residential development would be the most likely use of the site.

PROPERTY DESCRIPTION

SITE	
Information Sources:	In order to complete this report I utilized information from Georgia MLS, FMLS, the CoStar Commercial Database, Dawson County Tax Records, Dawson County Deed Records and information acquired from other real estate professionals.
Total Site Size:	±77.670 acres per the tax records (includes both tax parcels)
Zoning:	The site is partially zoned INST (Institutional District). The INST district includes any use that is also included in the R1 (Restricted Single-Family Residential District). The other portion of the site is zoned RA (Residential Exurban/Agricultural District) which is intended for agricultural or residential development.
Site Shape:	Irregular
Road Frontage/Access:	±220' along Shoal Creek Road and ±1,150' along Burt's Creek Road. The most likely access to the site would be along Burt's Creek Road
Site Topography:	Rolling
Utilities:	Electricity, telecommunications, public water, and natural gas. Public sewer a currently available near the site
Flood Zone/Wetlands:	A portion of the subject property ±19 Acres (±24.5%) is located within a special flood hazard or wetlands area. The subject property is identified on FEMA Flood Hazard Maps #13085C0111C and 13085C0092C dated April 4, 2018. NOTE: The flood hazard and wetlands areas would have to be considered in any development plans and would reduce the overall yield of the site
Easements/Encroachments:	There are no known easements or encroachments on the subject parcel that would be expected to adversely impact the use of the subject parcel.
Environmental Hazards:	For the purpose of this assignment I have assumed the site is free and clear of any environmental hazards but there is a large creek near the subject that may have to be considered in any development plans.
Site Comments:	The property enjoys the presence of multiple water features which are sometimes desirable for residential development. Shoal Creek somewhat bounds the property along the western boundary and Burt's Creek is near the southern boundary.

ZONING ANALYSIS

Tax Parcel 082 006 001

District:	INST (Institutional District) – City of Dawsonville	
Use:	The Institutional District is intended to accommodate public and semi-public uses primarily owned by governmental entities for a public purpose. Also permitted within the district is any use permitted within the R1 zoning district, which is a residential district.	
Permitted Uses:	<p>Examples of permitted INST and R1 uses include:</p> <ul style="list-style-type: none"> • Schools and colleges • Government buildings • Parks and recreation areas • Cemeteries and churches • Hospitals and nursing homes • Daycare, kindergartens and nursery schools • Any use permitted in the R1 (Restricted Single Family Residential District) such as single family detached buildings excluding manufactured or modular homes or travel trailers used as residences. 	
Minimum Standards:	Inst.	R1
Min. Site Size:	0.460 acres (20,000 SF)	1.000 acres (43,560 SF)
Front Setback:	40'	50'
Side Setback:	10'	20'
Rear Setback:	20'	40'
Minimum Bldg. SF	1,000'	1,500'
Maximum Height:	35'	35'

Comment: Although the subject is currently zoned INST (Institutional), the most likely use of the property by a private individual would be for residential development. There are multiple residential subdivisions in the area of the subject.

Tax Parcel 092-001-001

<p>District:</p> <p>Use:</p>	<p>RA (Residential Agricultural/Residential Exurban) – Dawson County</p> <p>The Residential Agricultural/Residential Exurban district is intended to accommodate uses that are either primarily agricultural with some residential, or other areas not under intensive development pressure. Generally the properties in this district are relatively large.</p>
<p>Permitted Uses:</p>	<p>Examples of permitted uses in the RA zoning district are as follows:</p> <ul style="list-style-type: none"> • Horticultural • Animal Husbandry • Poultry • Forestry <p>Also occasionally permitted in the district with special conditions are as follows:</p> <ul style="list-style-type: none"> • One principal Residence • Bed and Breakfasts • Storage, retail or wholesale marketing of Agricultural products • Wineries • Animal Hospitals
<p><i>Minimum Standards:</i></p> <p>Min. Site Size:</p> <p>Minimum Lot Depth:</p> <p>Front Setback:</p> <p>Side Setback:</p> <p>Rear Setback:</p> <p>Minimum Bldg. SF</p> <p>Maximum Height:</p>	<p>1.500 acres</p> <p>200'</p> <p>60' state highways</p> <p>20'</p> <p>35'</p> <p>N/A</p> <p>35'</p>

HIGHEST AND BEST USE

Highest and best use may be defined as the reasonably probable and legal use of vacant land or improved property, which is physically possible, legally permitted, financially feasible, and that results in the highest value.

- **Permissible Use:** What uses are permitted by zoning and other legal restrictions?
- **Possible Use:** To what use is the site physically adaptable?
- **Feasible Use:** Which possible and permissible use will produce any net return to the owner of the site?
- **Maximally Productive:** Among the feasible uses which use will produce the highest net return, (i.e., the highest present worth)?

Highest and Best Use Analysis of the Subject

Physically Possible: Although the subject property is slightly irregular in shape, it has adequate depth and frontage for development. There is a large stream (Shoal Creek) in close proximity to the subject that will have to be considered in any development plans for the subject. There appears to be no other soil conditions or other physical impediments to future construction. The location appears to be suitable for Residential Development.

Legally Permissible: The primary restrictions for a legally permissible use emanate from the zoning requirements. The subject site is currently zoned INST (Institutional District) which permits a use of anything that is included in the R1 (Restricted Single Family Residential) District. It appears the most logical use for future development of the subject would be residential development.

Financially Feasible: Considering the subject's location, access, trends in the market area, and zoning, the most likely development of the property would be for some type of Residential Development. The demand for properties of this type in the subject neighborhood is moderate at best, but it is expected to trend upward as growth in the county continues. Therefore Residential Development of the subject would be financially feasible if the site were acquired for a reasonable value.

Maximally Productive: The land use that provides the highest possible financial return to a developer or investor is defined as the maximally productive use given the limitations imposed by the first three requirements. Given the physical characteristics of the subject parcel and the location of the site, Residential Development of the subject is expected to be the maximally productive use of the property.

Highest and Best Use Conclusion

The highest and best use of the subject property "as-if vacant" is for Residential Development.

VALUATION METHODOLOGY

Three basic approaches may be used to arrive at an estimate of market value. They are:

- The Cost Approach
- The Sales Comparison Approach
- The Income Approach

The **Cost Approach** is summarized as follows:

(Cost New of Improvements minus Depreciation plus Land Value = Overall Value)

This approach to value provides insight into the cost required to construct the subject property (in its current state) from the ground up. This methodology is most applicable for new or relatively new construction where extensive depreciation is not a significant factor. **The Cost Approach to value is not applicable and has not been developed.**

The **Sales Comparison Approach** compares sales of similar properties with the subject property. Each comparable sale is adjusted for its inferior or superior characteristics. The values derived from the adjusted comparable sales form a range of value for the subject. This approach to value provides insight into what knowledgeable buyers are willing to pay for similar properties in the local market. It is applicable to this particular property and provides useful insight into local market behavior. **The Sales Comparison Approach to value has been fully developed.**

The **Income Approach** converts the anticipated flow of future benefits (income) to a present value estimate through a capitalization and or a discounted process. This approach to value provides insight into how much a property is worth from an investor's perspective. The subject is a vacant tract of land and although it does sometime occur, the rental of vacant land is not common in the subject market. Therefore the **Income Approach to value is not applicable and has not been developed.**

The appraisal process concludes with the **Final Reconciliation** of the values derived from the individual approaches (when multiple approaches are developed) when they are applied to develop a single estimate of market value. Different properties require different means of analysis and lend themselves to one approach over the others.

SALES COMPARISON APPROACH

Components of Land Value

The characteristics that constitute the value of land are: desirability, utility, scarcity, and transferability. The strength of each factor will typically result in a proportionally higher market value commanded by a property. Desirability may be reflected in the quality of location, fertility and climate; convenience to commerce, schools, and parks; access to population centers; availability of water, sewer, public utilities, and transportation; and the absence of negative external influences. Utility may be reflected in topography; lot shape, size, and depth; road frontage; and current land use and zoning trends. Scarcity may be reflected in the supply and demand economics within a market; development trends; and governmental influences on growth and expansion. Transferability is reflected in the ability to exchange property ownership and rights. For land to have value all four of these characteristics must be present.

Sales Comparison Approach Process

For this appraisal assignment the subject's land value has been developed utilizing the **Sales Comparison Approach**. The availability of recent transactions of similar properties in the subject market makes this the most accurate method of evaluation although the size of the subject required an expansion of the market area to locate a sufficient quantity of comparables.

I have researched numerous potential comparables and selected **FOUR** for direct comparison to the subject. A location map and data sheet for each of the comparables is included in the addenda of this report for reference.

Adjustment Process

As previously described, the sales comparison approach to value requires identifying similar comparables and then taking into account those differences in one property's characteristics versus another. In order to perform the comparison process, the following steps are taken. First the subject's characteristics are defined. Next, the comparables characteristics are defined and arranged in such a manner that a line-by-line comparison of features can be made. When a comparable has a superior feature a negative consideration (adjustment) is applied since the subject does not compare favorably and its market value should be lessened by this condition. When a comparable has an inferior feature a positive consideration (adjustment) is applied since the subject does compare favorably and its market value should be increased by this condition.

The considerations (adjustments) in total lead to an estimated market value for the subject property based upon its particular set of features. The property characteristics that are addressed in the adjustment process are typically categorized as follows:

- 1) **Property Rights Conveyed** - This category identifies if the full bundle of ownership rights were transferred with a property sale. In some cases the rights are divided and partial interests affect the transaction value. None of the sales utilized in this analysis were fractional interest sales. Therefore, no adjustments were required.
- 2) **Financing** - Market value is defined as a transaction based on consideration given in cash or a cash equivalent. In some instances, financing or other forms of payment may be utilized which influence the overall value of the transaction. No sale utilized in this analysis was the subject of any special financing to my knowledge. Therefore, no adjustments were required.
- 3) **Conditions of the Sale** - This category involve the intentions of the buyer and seller. The definition of market value states that both parties must be typically motivated, well informed, and acting in their own best interests. Conditions to the contrary must be evaluated and their influences on the transaction value considered. All the sales used in this analysis experienced typical market exposure. Therefore, no adjustments were considered for conditions of sale.
- 4) **Market Conditions** - This category typically involves the evaluation of time elapsed between property transactions and the effective date of value expressed in the Appraisal Report. Property values may change with time as markets develop and progress through their economic cycles. The market value of land in the subject neighborhood appears to be relatively stable and I found no positive evidence of an upward value trend for properties similar to the subject at this time. Therefore I made no adjustment for market condition changes related to time in this analysis
- 5) **Location** – All property is unique in that no two parcels of land occupy the same geographic boundaries. The influence of location in a property’s utility and desirability must be evaluated. The differences are considered and accounted for in adjustment summary.
- 6) **Physical Variances** - These characteristics are the most readily observable and relate to issues such as topography, size, shape, frontage, access to utilities, etc. These factors directly impact the utility of a property. The differences are considered and accounted for in adjustment summary. **NOTE:** No discernable trend regarding the value in relation to the overall size for these larger tracts size was apparent, but the trend appears to be for the sale of tracts smaller than the subject. It would likely enhance the marketability of the subject if it were subdivided prior to offering to the open market.
- 7) **Income Variances** – these characteristics deal with income-generating properties and their ability to generate cash flow. This factor is not relevant in the analysis of the subject property.

Following is a brief summary of each comparable and a summary grid comparing each property to the subject. Finally, a summary and value conclusion completes the process.

Comparable #1 is located on Ratcliff Drive (near 84) in Dawsonville, GA. This comparable sold on 4/30/2018 for \$9,912/AC before adjustments. A downward adjustment was made to this comparable for not having any flood plain area whereas the subject does. Upward adjustments were made to this comparable for being in an inferior location in comparison to the subject, for having an inferior shape and for not having access to public sewer whereas the subject does. The indicated value of this comparable after adjustment is approximately **\$11,700/AC**.

Comparable #2 is located on 56 Cantrell Road in Marble Hill, GA. This comparable sold on 2/20/2018 for \$8,106/AC before adjustments. Upward adjustments were made to this comparable for being in an inferior location in comparison to the subject, for having an inferior shape and for not having access to public sewer whereas the subject does. The indicated value of this comparable after adjustment is approximately **\$10,500/AC**.

Comparable #3 is located on N. Seed Tick Road (South of 334) in Dawsonville, GA. This comparable sold on 3/29/2018 for \$14,493/AC before adjustments. A downward adjustment was made to this comparable for not having floodplain area whereas the subject does. An upward adjustment was made to this comparable for not having access to public sewer whereas the subject does. The indicated value of this comparable after adjustment is approximately **\$14,200/AC**.

Comparable #4 is located on Etowah River Road (east of 2150) in Dawsonville, GA. This comparable sold on 11/8/2017 for \$13,248/AC before adjustments. Upward adjustments were made to this comparable for having more flood hazard area than the subject and for not having access to public sewer whereas the subject does. The indicated value of this comparable after adjustment is approximately **\$15,200/AC**.

Adjustment Grid

Item	Subject	Land Comparable #1		Land Comparable #2		Land Comparable #3		Land Comparable #4	
Address/Location	Tax Id # 082 003 001	Ratcliff Dr (near 84)		56 Cantrell Rd		N. Seed Tick Rd (S of 334)		Etowah River Rd (E of 2150)	
	Tax Id # 092 001 001 Dawsonville	Dawsonville		Marble Hill		Dawsonville		Dawsonville	
Proximity to Subject		±4.1 mi SE		±7.2 mi NW		±2.0 mi SE		±5.1 mi E	
Sales Price		\$169,400		\$350,000		\$290,000		\$369,500	
Price Per Unit (AC)		\$9,912		\$8,106		\$14,493		\$13,248	
Sales Date		4/30/2018		2/20/2018		3/29/2018		11/8/2017	
Value Adjustments									
Rights Conveyed		Fee Simple	\$0	Fee Simple	\$0	Fee Simple	\$0	Fee Simple	\$0
Sales Financing		Conventional	\$0	Conventional	\$0	Conventional	\$0	Conventional	\$0
Concessions		Typical	\$0	Typical	\$0	Typical	\$0	Typical	\$0
Conditions of Sale		Arms Length	\$0	Arms Length	\$0	Arms Length	\$0	Arms Length	\$0
Total Value Adjustments		\$0		\$0		\$0		\$0	
Value Adjusted									
Price per Unit		\$9,912		\$8,106		\$14,493		\$13,248	
Market Conditions		X		X		X		X	
Time (%)		0.0%		0.0%		0.0%		0.0%	
Time Adjusted									
Price per Unit		\$9,912		\$8,106		\$14,493		\$13,248	
Size (AC)	77.67 (total)	17.090	Similar	43.180	Similar	20.010	Similar	27.890	Similar
Location / Access	Good	Average	Inferior	Average	Inferior	Good	Similar	Good	Similar
Shape	Irregular	Very Irregular	Inferior	Very Irregular	Inferior	Irregular	Similar	Irregular	Similar
Topography	Rolling	Rolling	Similar	Rolling	Similar	Rolling	Similar	Rolling	Similar
Condition	Wooded	Wooded	Similar	Wooded	Similar	Wooded	Similar	Wooded	Similar
Zoning (H&B Use)	Inst / Resid	RSRMM	Similar	RA	Similar	RA	Similar	RRE	Similar
Flood Hazard	±24.5%	0.00%	Superior	25%	Similar	0.00%	Superior	36%	Inferior
Utilities	Public Water	Public Water	Similar	Public Water	Similar	Public Water	Similar	Public Water	Similar
	Public sewer	Septic	Inferior	Septic	Inferior	Septic	Inferior	Septic	Inferior

Out of the comparables reviewed and analyzed, the above were selected for direct comparison to the Subject. In order to estimate the market value of the Subject’s land, I have considered the value range before adjustments (**\$8,106/AC** to **\$14,493/AC**), the range after consideration of adjustments (**\$10,500/AC** to **\$15,200/AC**), the adjusted mean (**\$12,900/AC**), and the adjusted median (**\$12,950/AC**).

Adjusted Values	
Minimum	\$10,500
Maximum	\$15,200
Mean	\$12,900
Median	\$12,950

In reaching an opinion of value for the subject parcel, I have considered all the comparables, and equally weighted them in reaching a conclusion of value for the subject. I have also taken into consideration the location of the subject parcel within the market. As a result of the location I have determined that a value at the upper end of the range would be appropriate.

I have estimated the value of the subject land at **\$14,000/AC** “as though vacant”.

Land Value Calculation
 (±77.670 AC @ \$14,000 per AC): \$1,087,380
Rounded (\$1,100,000)

Final Reconciliation

The process of reconciliation involves the analysis of each approach to value that was developed in relation to its relevance and reliability. In this appraisal, only one (1) approach to value was developed. Therefore, reconciliation is technically not applicable.

The final value Indications by approach are:

Cost Approach	N/A
Sales Comparison Approach	\$1,100,000
Income Approach	N/A

Final Value Conclusion

Based on the data and analyses developed in this appraisal, I have reconciled to an estimated value of **\$1,100,000**, as of **March 12, 2019** subject to the Limiting Conditions and Assumptions of this appraisal.

LIMITING CONDITIONS AND ASSUMPTIONS

Acceptance of and/or use of this report constitutes acceptance of the following limiting conditions and assumptions; these can only be modified by written documents executed by both parties.

This report has been made with the following general assumptions:

1. No responsibility is assumed for legal description or for matters including legal or title consideration. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised as free and clear of any or all liens and encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others, including information furnished by an owner or obtained from county tax or deed information, is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions on the property, subsoil or structures that render it more or less stated, defined, and considered in this report.
7. It is assumed that there is a full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined and considered in this report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with unless non-conformity has been stated, defined, and considered in this report.
9. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed, for any use on which the value estimate contained in this report is based.
10. Any sketch in the report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in the report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless stated. No survey has been made for the purpose of this report.

11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in this report.

12. I am not qualified to detect hazardous waste and/or toxic materials. Any comment by me that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. My value estimate is predicted on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. My descriptions and resulting comments are the result of the routine observations made during the appraisal process.

13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.

14. Any proposed improvements, are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.

15. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without my written consent, and in any event, only with proper written qualification and only in its entirety. Therefore, my liability shall be expressly limited to the person for whom the report is addressed and any reliance thereon by any third party shall not be justifiable and, therefore, at the peril of such third party.

17. Neither all, nor any part of the contents of this report, (especially any conclusions as to value, my identity as appraiser, or my appraisal firm), shall be disseminated to the public through advertising, public relations, news, sales, or other media without my prior written consent and approval.

18. I am not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

19. It is a condition of this report that the subject property, including any proposed improvement, meets all governmental regulations and restrictions including, but not limited to zoning requirements, building and development codes, drainage requirements and all fire safety laws.

20. It is a condition that the property is subject to typical easements such as right of way for electrical power-lines, sewer easements, natural gas lines, as well as telephone lines and water lines.

21. It is a condition of the report that no soil-boring test has been made and the stated value would be subject to such a test.

22. It is a condition of this report that any marketing of the property would expressly require effective and aggressive sales methods and techniques, reasonable pricing, market exposure and coverage, and unless stated any suggested improvements or repairs completed in order to market the property.

23. Unless stated in the letter of transmittal, this report was not prepared for a savings and loan institution, its affiliate, or to be utilized by a savings and loan institution, and, therefore, was not specifically prepared to meet any Federal Home Loan Bank requirements.

24. The subject is specifically conditioned on the market conditions as they existed on the effective date of value, and any change of market condition could affect the market value stated.

25. It is a condition of this report that the client or reader of this report is aware that I am not professionally qualified to determine structural, mechanical or other constructional soundness of any item or items either part of or associated with the subject property or the report. Unless stated otherwise, the estimated value is based on the property being structurally and mechanically sound. Any minor or major possible problem would be subject to an inspection by a qualified, registered engineer and any costs to cure the problem would be deducted from the estimated market value estimate along with any finance costs, contractor's profit and any other related costs.

APPRAISER CERTIFICATION

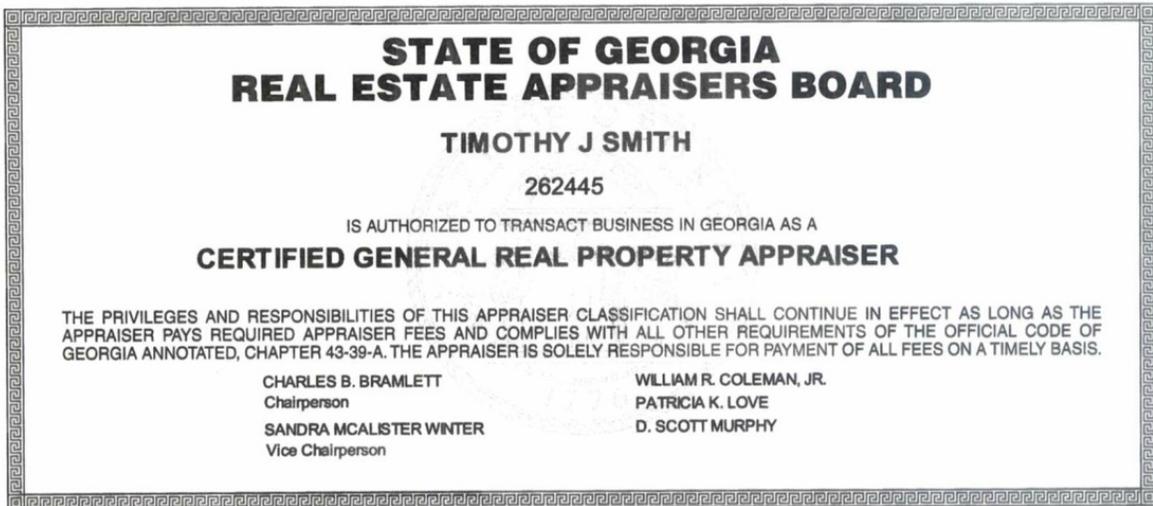
I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinion, and conclusions are limited only by the reported assumptions and limiting conditions, and is my personal, unbiased professional analysis, opinions, and conclusions.
3. I have no present or prospective interest in the subject of this report and I have no personal interest or bias with respect to the parties involved.
4. I have not performed services as an appraiser regarding the subject property within a three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this report.
8. My analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice; the Georgia Real Estate Appraiser Classification and Regulation Act, and the Rules and Regulations of the Georgia Real Estate Appraisers Board.
9. I have made a personal inspection of the subject of this report.
10. No one provided significant real property appraisal assistance to me in the completion of this assignment.



Timothy J. Smith
Certified General Real Estate Appraiser
State of Georgia, # 262445

APPRAISER QUALIFICATIONS



Initially licensed as a Real Estate Appraiser by the state of Georgia in May of 2003
Founder and President of J & T Smith Inc., a real estate appraisal and consulting firm

Initially licensed as a Real Estate Salesperson by the state of Georgia in November of 2007
Permitted under the brokerage of Bob Wood Realty Company as a Real Estate Salesperson

Appraisal expertise includes traditional residential and commercial appraisals on numerous property types, as well as eminent domain (acquisition) work for multiple government agencies. Special assignments of note include sewer treatment facilities and infrastructure, billboards, and airport easements and related acquisitions.

REAL ESTATE RELATED EDUCATION/STUDIES:

Appraisal Institute

Evaluating Commercial Construction	September 2013
Litigation Appraising	September 2012
The Appraiser as an Expert Witness	November 2011
Discounted Cash Flow Modeling	March 2010
Regulatory Update, 2009 Issues/Answers	March 2009
The Art of Appraising in a Recession	April 2009
Condemnation Appraising Advanced Topics	August 2008
Condemnation Appraising	August 2007

Appraisal Management Solution, Inc.

New Fannie Mae Requirements 2009	March 2009
----------------------------------	------------

Bob Wood Academy of Real Estate

Real Estate Salesperson Post-Licensing	March 2008
Real Estate Salesperson Pre-Licensing	September 2007

Bailey Academy of Real Estate

AQB USPAP Updates	2006,2008,2010,2012
FNMA Forms (UAD)	May 2011
It's Not My Fault – GA LAW	October 2010
Certified General Income Approach (4)	June 2006
Certified General Income Approach (3)	May 2006
Certified General Income Approach (2)	April 2006
Certified General Income Approach (1)	March 2006
Appraisal Math	March 2006
Cost Approach to Valuation	January 2006
Income Capitalization Approach	November 2003

Georgia Appraiser School

Creating Compliant Non Fannie Report	February 2019
FHA Update	November 2018
Supervisor / Trainee Appraiser	May 2017
Residential Measuring Standards	January 2017
USPAP Rules / Georgia Rules	October 2016
Appraiser Complaints / Case Studies	January 2016
AQB USPAP Updates	2014, 2015, 2017
Technology for Appraisers	April 2014

International Right of Way Association

Principles of Real Estate Engineering	November 2007
---------------------------------------	---------------

McKissock

Manufactured Home Appraisal	January 2019
Income Approach Case Studies	January 2019

Real Estate Information Mgt. School

Georgia Appraisal Law	November 2005
AQB USPAP 2004 Update	December 2004
Appraisal Review	December 2004

Real Estate Resource Academy

Georgia License Law (Real Estate Sales)	December 2017
-----------------------------------------	---------------

Real Estate Resource Center

Pre-licensing for Appraisers	March 2003
USPAP (Pre-licensing)	March 2003

RELATED MEMBERSHIPS:

International Right of Way Association; National Association of Realtors
North Atlanta Metro Association of Realtors

Georgia Department of Transportation Prequalified Real Estate Appraisal Supplier (Supplier ID # 0000492057)

ADDENDA

Subject Tax Card
Subject Tax Aerial Photo
Flood Plain Map
Zoning Map
Photos of Subject
Subject Deed
Comparables Location Map
Comparable Data Sheets

TAX CARD 1 of 2



Summary

Parcel Number 082.006.001
 Location Address
 Legal Description LL 302 303 310 311 LD 4-1
 (Note: Not to be used on legal documents)
 Class E1-Exempt
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Zoning CITY
 Tax District DAWSONVILLE (District 02)
 Millage Rate 23.916
 Acres 75.82
 Neighborhood Dawsonville (00003)
 Homestead Exemption No (S0)
 Landlot/District N/A

[View Map](#)

Owner

DAWSON COUNTY BOARD OF COMMISSIONERS
 25 JUSTICE WAY
 SUITE 2313
 DAWSONVILLE, GA 30534

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	3	75.82

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/19/2018	1314 133	43 27	\$0	Quitclaim	ASSOCIATION COUNTY COMMISSIONERS OF GA	DAWSON COUNTY BOARD OF COMMISSIONERS
4/27/2004	594 103	49 75	\$0	Government	DAWSON COUNTY GEORGIA	ASSOCIATION COUNTY COMMISSIONERS
4/27/2004	594 101	49 75	\$0	Government	W F ORR & COMPANY IN	DAWSON COUNTY GEORGIA
3/16/2000	337 185	49 75	\$0	Gift	ORR INVESTMENTS A TR	W F ORR & COMPANY IN
3/16/2000	337 180	37 217	\$90,000	Quitclaim	PEAKS & VALLEYS INC	ORR INVESTMENTS A TR
3/16/2000	337 179	37 217	\$0	Corrective Deed	SALES DEPOT TRUST	ORR INVESTMENTS A TR
3/16/2000	337 178	37 217	\$0	Corrective Deed	SALES DEPOT TRUST	PEAKS & VALLEYS INC
3/16/2000	337 175	37 217	\$0	Corrective Deed	VANDIVIERE JOHN A	SALES DEPOT TRUST

Valuation

	2018	2017	2016	2015
Previous Value	\$618,380	\$618,380	\$618,380	\$618,380
Land Value	\$618,380	\$618,380	\$618,380	\$618,380
+ Improvement Value	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0
= Current Value	\$618,380	\$618,380	\$618,380	\$618,380

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

The Dawson County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

Last Data Upload: 3/8/2019, 4:02:47 PM

Developed by
 Schneider
 GEOSPATIAL
 Version 2.2.5

TAX CARD 2 of 2



qPublic.net™ Dawson County, GA

Summary

Parcel Number 092 001 001
Location Address
Legal Description LL 242 303 LD 4-1
(Note: Not to be used on legal documents)
Class E1-Exempt
(Note: This is for tax purposes only. Not to be used for zoning.)
Zoning RA
Tax District UNINCORPORATED (District 01)
Millage Rate 23.916
Acres 1.85
Neighborhood Dawsonville (00003)
Homestead Exemption No (50)
Landlot/District N/A

[View Map](#)

Owner

DAWSON COUNTY BOARD OF COMMISSIONERS
 25 JUSTICE WAY
 SUITE 2313
 DAWSONVILLE, GA 30534

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	1	1.85

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/19/2018	1314 133	43 27	\$0	Quitclaim	ASSOCIATION COUNTY COMMISSIONERS OF GA	DAWSON COUNTY BOARD OF COMMISSIONERS
1/19/2006	717 59	43 27	\$0	Quitclaim	ASSOCIATION COUNTY COMMISSIONERS	ASSOCIATION COUNTY COMMISSIONERS
4/27/2004	594 103	43 27	\$0	Government	DAWSON COUNTY GEORGIA	ASSOCIATION COUNTY COMMISSIONERS
4/27/2004	594 101	43 27	\$0	Government	W F ORR & CO INC	DAWSON COUNTY GEORGIA
5/9/2003	514 438	43 27	\$10,000	Fair Market Sale (Vacant)	WATSON LOUIS B & BECKEMEYER SH	W F ORR & CO INC
5/9/2003	514 436	43 27	\$0	Corrective Deed	ORR INVESTMENTS	WATSON LOUIS B & BECKEMEYER SHERRY
6/1/2000	344 437	43 27	\$0	Quitclaim	PEAKS & VALLEYS INC	ORR INVESTMENTS
4/21/2000	341 546	43 27	\$0	Quitclaim	CARDIN ARTHUR E SR	ORR INVESTMENTS
3/7/2000	338 444	43 27	\$3,200	Tax Sale	ORR INVESTMENTS A TR	CARDIN ARTHUR E SR
3/19/1998	265 8	43 27	\$0	Title	SALES DEPOT TRUST	ORR INVESTMENTS A TR
11/21/1997	255 379	43 27	\$0	Quitclaim	SALES DEPOT TRUST	SALES DEPOT TRUST

Valuation

**Some 2019 values are under appeal, please call the Tax Assessor's office if you have any questions*

	2019	2018	2017	2016	2015
Previous Value	\$28,694	\$28,694	\$28,694	\$26,109	\$26,109
Land Value	\$28,694	\$28,694	\$28,694	\$28,694	\$26,109
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$28,694	\$28,694	\$28,694	\$28,694	\$26,109

No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

The Dawson County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.



Last Data Upload: 6/21/2019, 12:39:07 PM

Version 2.2.26

SUBJECT TAX MAP



ZONING MAP (City of Dawsonville)

Legend

Ponds and Lakes	Zoning Districts	PUD, Planned Unit Development District	O, Office District
Steams and Rivers	R-1, Restricted Single Family Residential	INST, Institutional District	LI, Light Industrial
City Limits	R-2, Single Family Residential District	TB, Town Business District	CIR, Restricted Industrial
Dawson County Road Centerline 2017	R-3, Single Family Residential	CBD, Central Business District	PCS, Planned Conservation Subdivision
Dawson County Parcels 2017	R-3R, Manufactured Home Subdivision	HB, Highway Business District	RA, Restricted Agricultural
	R-6, Multiple Family Residential	NB, Neighborhood Business District	

NOTE: This map compiled from Dawson County tax maps and information supplied by the City of Dawsonville. It is to be used for zoning purposes only. Georgia Mountains RC assumes no responsibility for the accuracy of information contained herein.

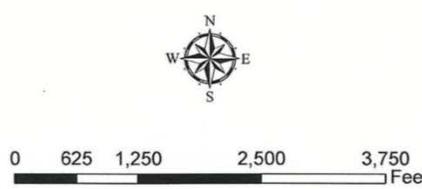
This is to certify that this is the Official Zoning Map referred to in Section 403 of the Zoning Ordinance of the City of Dawsonville, Georgia.

Adopted July 19, 2004

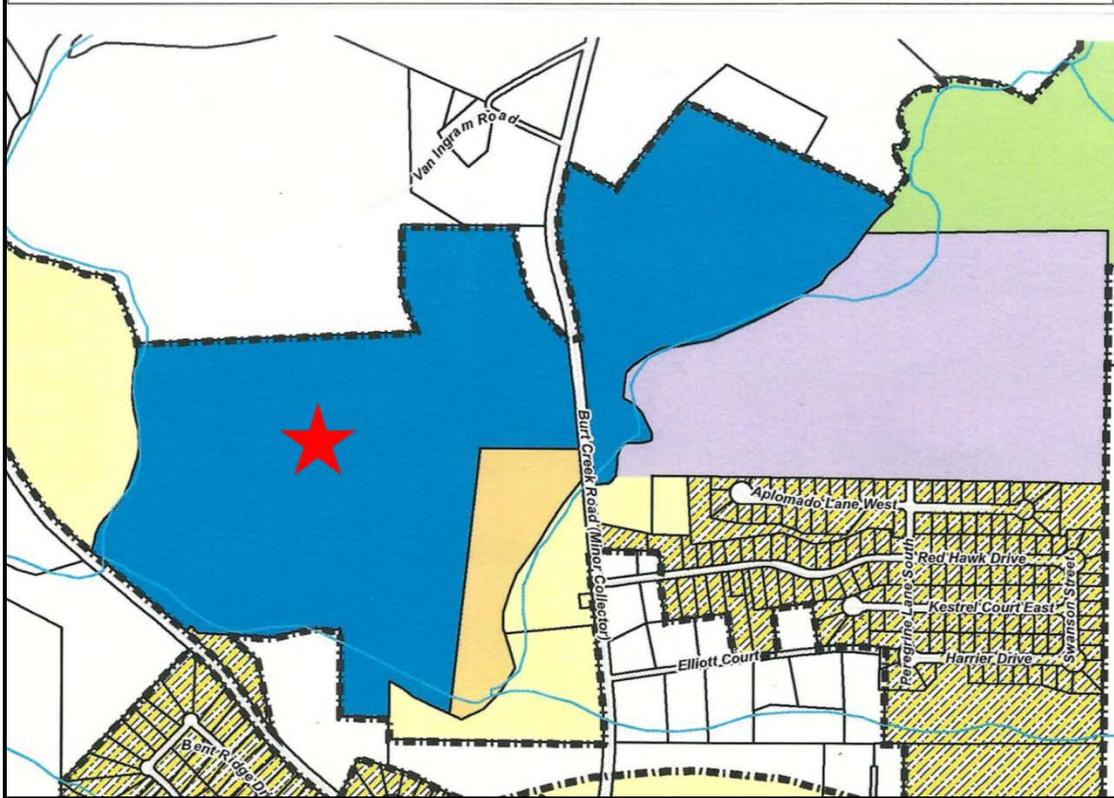
Amended Through June 20, 2018

Mayor, Mike Eason

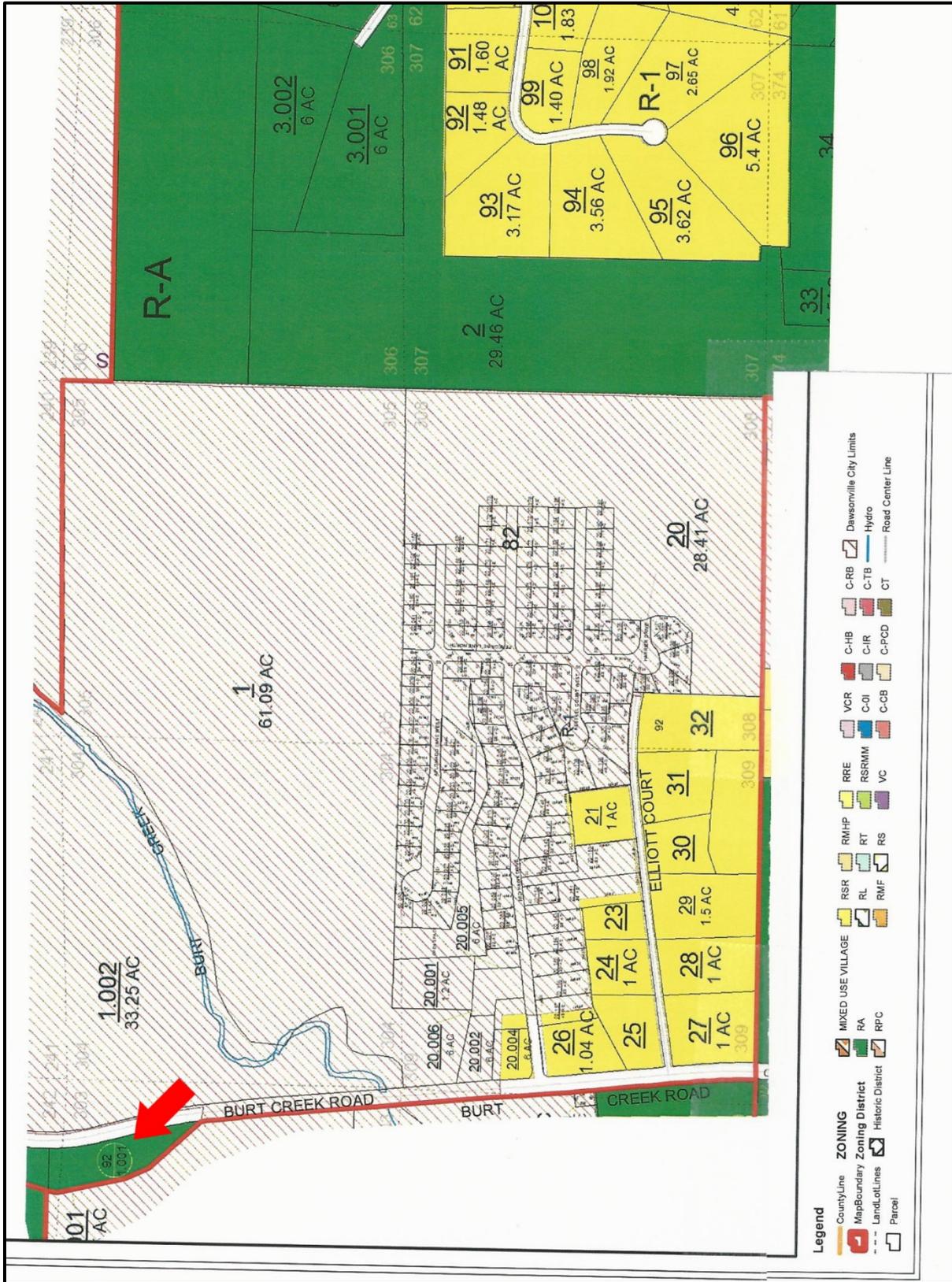
City Clerk, Beverly Bannister




Map Prepared By: BJC, September, 2018



ZONING MAP (Dawson County)



SUBJECT PHOTOS



Looking east at subject on Shoal Creek Road, photo by Timothy Smith 3/12/2019



Looking toward subject along Burt Creek Road, photo by Timothy Smith 3/12/2019



Looking southeast toward Shoal Creek Bridge, photo by Timothy Smith 3/12/2019



Looking northwest toward subject from Shoal Creek Road, photo by Timothy Smith 3/12/2019



Street view looking north along Burt Creek Rd, photo by Timothy Smith 3/12/2019



Street view looking south along Burt Creek Rd, photo by Timothy Smith 3/12/2019

DEED (PAGE 1 OF 3)

Deed Doc: QCD
Recorded 09/27/2018 11:08AM
Georgia Transfer Tax Paid : \$0.00
JUSTIN POWER
Clerk Superior Court, DAWSON County, Ga.
Bk 01314 Pg 0133-0135
Penalty: \$0.00
Interest: \$0.00
0422018001646
Participants: 1639786858

AFTER RECORDING RETURN TO:

Kelly Pridgen
Association County Commissioners of Georgia
191 Peachtree St. NE, Suite 700
Atlanta, GA 30303-1776

STATE OF GEORGIA

COUNTY OF DAWSON

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is entered into as of the 10th day of September, 2018, by **ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA** (herein referred to as "Grantor") in favor of **DAWSON COUNTY, GEORGIA** (hereinafter referred to as "Grantee") (the terms Grantor and Grantee to include their respective heirs, legal representatives, successors and assigns where the context hereof 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 receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, Grantor hereby bargains, sells, demises, releases and forever quit-claims to Grantee, its successors and assigns, all the right, title, interest, claim or demand which Grantor has or may have in and to the real property described in Exhibit A attached hereto (the "Property") and incorporated herein by this reference with all rights, members and appurtenances belonging to the Property.

DEED (PAGE 2 OF 3)

Bk 01314 Pg 00134

IN WITNESS WHEREOF, Grantor has executed and sealed this instrument as of the day and year first above written.

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA

(SEAL)

By: [Signature]
Daye Wills, Executive Director

Signed, sealed and delivered in the presence of:

Approved as to Form
[Signature]
[Name]

[Signature]
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:



EXHIBIT A

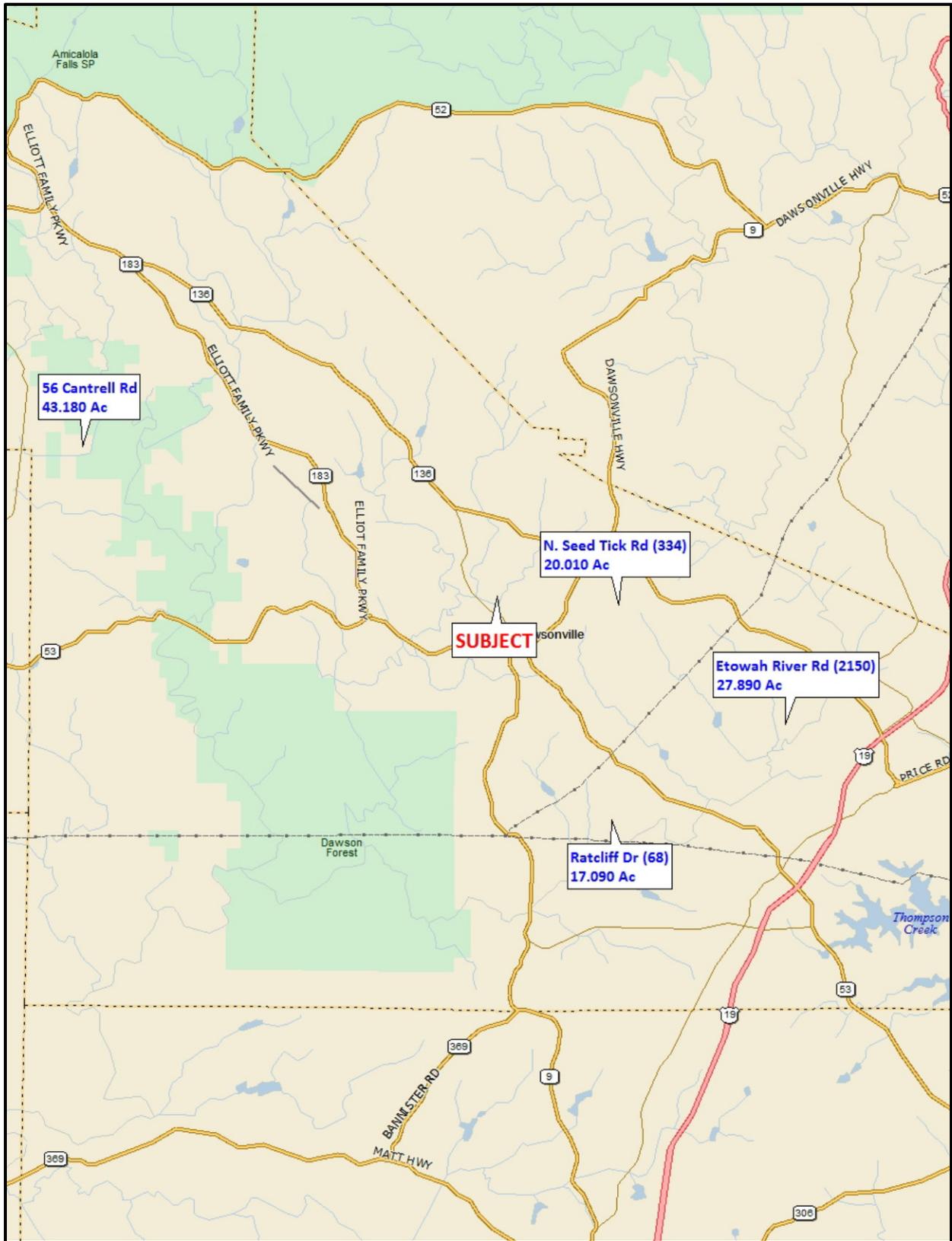
Tract 1:

All that tract or parcel of land lying and being in Land Lots 302, 303, 310, and 311 of the 4th District, 1st Section of Dawson County, Georgia, consisting of 75.82 acres, more or less, together with all improvements located thereon, and being more particularly set out on a plat of survey dated June 27, 1997, revised August 26, 1997, and prepared for Sales Depot by David W. Bealle, G.R.L.S. This Plat is recorded in Plat Book 49, page 75, Dawson County Records, and is incorporated herein by reference for a more detailed description.

Tract 2:

All that tract or parcel of land lying and being in Land lots 242 and 303 of the 4th District, 1st Section of Dawson County, Georgia, consisting of 1.85 acres, more or less, together with all improvements located thereon, and being more particularly set out on a Plat of Survey dated August 8, 1997, prepared for Sale Depot by David W. Bealle, G.R.L.S. This plat is recorded in Plat Book 43, Page 27, Dawson County Records, and is incorporated herein by reference for a more detailed description.

MAP, LAND COMPARABLES



LAND COMPARABLE #1

Location/Identification:

Address: Ratcliff Drive (Near 84)
County: Dawson
City: Dawsonville
Tax Parcel #: 095-150-002

Sale Data:

Grantor: Marisa P. Helton
Grantee: John M. and Rachel Senter III
Deed Book/Page: 1291/576
Sale Date: 4/30/2018
Sale Price: \$169,400
Price/Unit: \$9,912 AC

Financing: No extraordinary concessions or financing were noted

Conditions of Sale: Appears Arm's Length Transaction

Site Data:

Area: 17.090 AC
Shape: Irregular
Frontage: ±215' on Ratcliff Drive
Condition: Wooded
Topography: Rolling
Utilities: All typical, no public sewer service available
Flood Hazard Area %: ±0%
Zoning: RSRMM (Residential Sub-Rural Manufactured/Moved)
Highest & Best Use: Residential development

Inspection Date: 3/20/2019

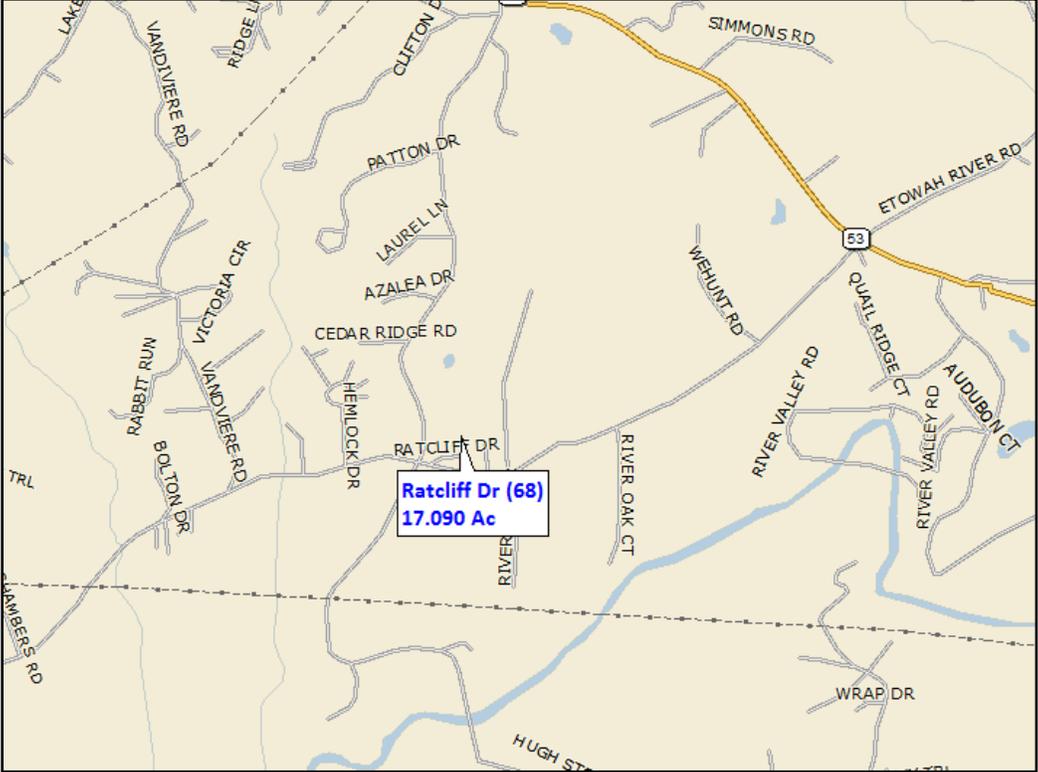
Verification: MLS; Deed; Tax Records;
Listing Agent Office, Anna Duncan, (706-344-0609)

Comments: Per the listing agents' office, the buyer intended to use the property for the construction of one (1) single family residence. At the time of my site visit the owners were attempting to have the property rezoned from the classification that was in place at the time of the transaction. There are mid to upper level newly constructed residences nearby.

LAND COMPARABLE #1



LOCATION MAP



LAND COMPARABLE #2

Location/Identification:

Address: 56 Cantrell Road
County: Dawson
City: Marble Hill
Tax Parcel #: 033-000-014 (at time of sale)

Sale Data:

Grantor: James M. Cantrell, Johnie G. Harben and Tammy R. Walker
Grantee: Thomas E. Parker
Deed Book/Page: 1282/233
Sale Date: 2/20/2018
Sale Price: \$350,000
Price/Unit: \$8,106 AC

Financing: No extraordinary concessions or financing were noted

Conditions of Sale: Appears Arm's Length Transaction

Site Data:

Area: 43.180 AC
Shape: Irregular
Frontage: ±470' on Cantrell Road and ±1770' on Amicalola Church Road
Condition: Wooded
Topography: Rolling
Utilities: All typical, no public sewer service available
Flood Hazard Area %: ±25%
Zoning: RA (Residential Agricultural)
Highest & Best Use: Residential development

Inspection Date: 3/20/2019

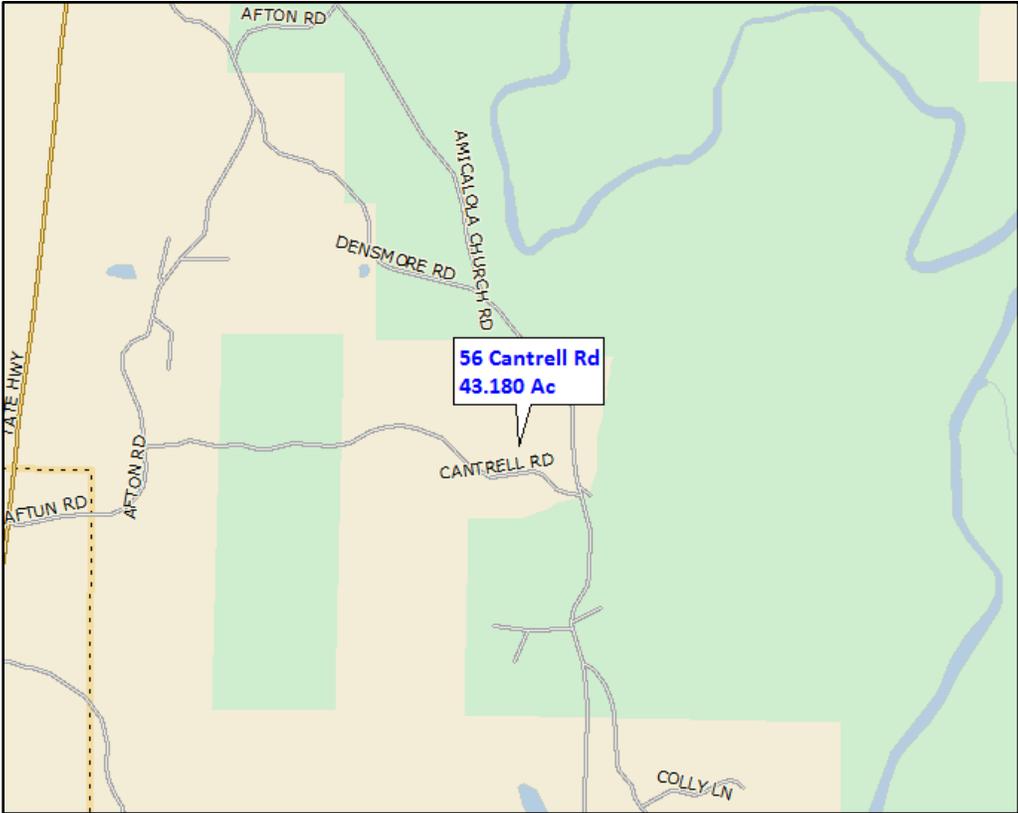
Verification: MLS; Deed; Tax Records
Listing Agent, Jack Camprini (770-856-9725)

Comments: Although the current zoning classification restricts the property to a single principle farm residence, the listing agent stated the buyer intended to construct multiple residences on the site, primarily for family members. There were indications on the property that construction was underway.

LAND COMPARABLE #2



LOCATION MAP



LAND COMPARABLE #3

Location/Identification:

Address: North Seed Tick Road (South of 334)
County: Dawson
City: Dawsonville
Tax Parcel #: 092-000-008 and 092-008-002

Sale Data:

Grantor: Ronnie V. and Rebecca Brown
Grantee: Greg H. and Tammy L. Lax
Deed Book/Page: 1287/392
Sale Date: 3/29/2018
Sale Price: \$290,000
Price/Unit: \$14,493 AC

Financing: No extraordinary concessions or financing were noted

Conditions of Sale: Appears Arm's Length Transaction

Site Data:

Area: 20.010 AC
Shape: Irregular
Frontage: ±320' on North Seed Tick Road
Condition: Wooded
Topography: Rolling
Utilities: All typical, No public sewer service available
Flood Hazard Area %: ±0%
Zoning: RA (Residential Agricultural)
Highest & Best Use: Residential development

Inspection Date: 3/20/2019

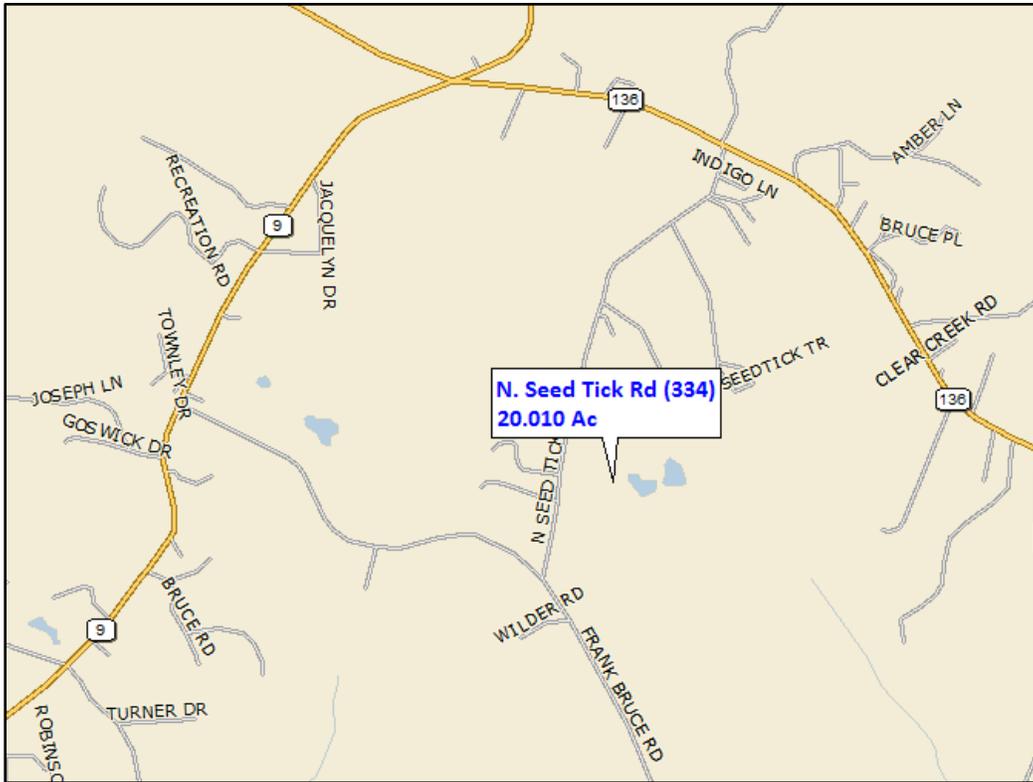
Verification: MLS; Deed; Tax Records;
Listing Agent, Pam Wills (404-317-1582)

Comments: The listing agent stated she believed the property was going to be developed with one (1) single family residence. There was no evidence of development at the time of my inspection. This property is located in an area of older and modest homes.

LAND COMPARABLE #3



LOCATION MAP



LAND COMPARABLE #4

Location/Identification:

Address: Etowah River Road (East of 2150)
County: Dawson
City: Dawsonville
Tax Parcel #: 111-024-002

Sale Data:

Grantor: Brandy E. Landen and Descendants Trust and the Ashley R. Landen and Descendants Trust
Grantee: Mickey W. and Sarah J. Thomas
Deed Book/Page: 1268/301
Sale Date: 11/8/2017
Sale Price: \$369,500
Price/Unit: \$13,248 AC

Financing: No extraordinary concessions or financing were noted

Conditions of Sale: Appears Arm's Length Transaction

Site Data:

Area: 27.890 AC
Shape: Irregular
Frontage: ±485' Etowah River Road
Condition: Wooded
Topography: Rolling
Utilities: All typical, no public sewer service available
Flood Hazard Area %: ±36%
Zoning: RSR (Residential Sub-Rural)
Highest & Best Use: Residential development

Inspection Date: 3/20/2019

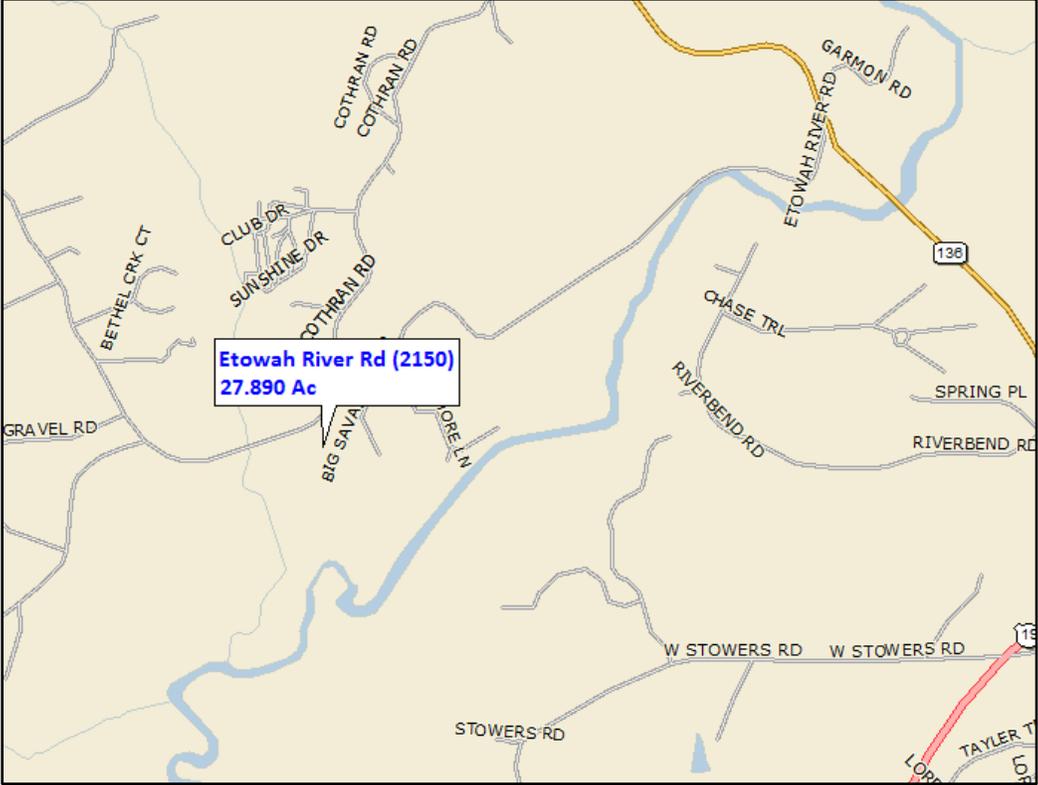
Verification: FMLS, Deed; Tax Records;
Listing Agent, Randall L. Umberger (770-401-0514)

Comments: The listing agent believed the property was going to be developed with one (1) single family residence. There was a driveway in place at the time of my inspection along with a very nice barn that had recently been constructed. There were some upscale homes nearby.

LAND COMPARABLE #4



LOCATION MAP



**PROPERTY "B" DAWSON COUNTY BOARD OF
ASSESSORS APPRAISAL VALUE
PARCEL #023-001**

023 001

2019 Dawson County Board of Assessors

5/24/2019 10:39:11 AM
Acct # 3342
elaïne

Owner Information

DAWSON COUNTY GEORGIA
25 JUSTICE WAY
STE 2313
DAWSONVILLE, GA 30534

General Property Information

SITUS	1121 GROUSE GAP DRIVE	Imp Val	0
LEGAL	LOT 3052 WET MTN LL 303 LD 5-2	Acc Val	
Tax District	UNINCORP ORATED	Land Val	100,000
Total Acres	0.00 LL	Total Value	100,000
Zoning	RPC LD	2018 : 100,000	
Unit	Return Value	2016 : 100,000	2017 : 100,000
			2015 : 100,000

SALES INFORMATION

Topography - 1.00	Corner - 1.00	View - 1.00	Water - 1.00	Transitional - 1.00	Neighborhood - 1.00	Other - 1.00	UL - Big Canoe - Wet Mountain - 1.00	
Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
DAWSON COUNTY GA	FORMICA FACUNDO & SIMA	06/07/2011	989 628		2,483 E3			0 TS
FORMICA FACUNDO & SIMA	HUNNINGER LAWRENCE RICHARD	12/20/2005	711 107	4 123	22,000 R3			0 LM
HUNNINGER LAWRENCE RICHARD	BUSINESS VACATION CONCEPTS	03/04/2004	582 223	4 123	10,000 R3			0 LM

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj	Value
E1	717 Res-Big Canoe (Lot - \$50K)	Lot	1.00	0	0			50,000.00	50,000.00	1.00	50,000

023 001

Review: 6/16/2017 by A PERMITT

Page 1 of 1

Filed in Office: 06/23/2011 11:30AM
Deed Doc: TAXD
Bk 00989 Pg 0628-0629
Justin Power Clerk of Court
Dawson County
0422011000694

STATE OF GEORGIA
COUNTY OF DAWSON

PARCEL #023-001

TAX SALE DEED

THIS INDENTURE, made this 7th day of June, 2011 between

Linda G. Townley, Ex-Officio Sheriff of Dawson County

Party or parties of the first part, hereinafter referred to as "Grantor", and

Dawson County, Georgia, a political subdivision of the State of Georgia,
acting through its Board of Commissioners
78 Howard Avenue East, Suite 100, Dawsonville, Georgia 30534

Party or parties of the second part hereinafter referred to as "Grantee", the words "Grantor and Grantee" to include the masculine and feminine gender, the singular and the plural, and the respective heirs, legal representatives, successors and assigns of the parties were where the content requires or permits;

WHEREAS, Linda G. Townley, Ex-Officio Sheriff of Dawson County, Georgia, did levy a writ of fieri facias issued by Linda Townley Tax Commissioner of Dawson County, Georgia against Facundo Formica and Sima Formica and,

WHEREAS, said levy was made for the purpose of collecting delinquent state and county ad valorem property taxes for the year 2009; and,

WHEREAS said levy was made on April 27, 2010 on the following described tract of land, to wit:

All that tract or parcel of land lying and being in: Land Lot 303 of the 5th District, 2nd Section of Dawson County, Georgia, being Lot 3052 of the Wet Mountain Neighborhood of Big Canoe Subdivision, as per plat recorded in Plat Book 4, Page 123 of the Dawson County records, and being described in Deed Book 711, Page 107, aforesaid records, and being known as 3052 Grouse Gap Drive.

TO HAVE AND TO HOLD this said tract or parcel of land, with all and singular the rights, members and appurtenances thereto, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of said party of the second part, her heirs and assigns forever in FEE SIMPLE.

As described in Deed Book 711, Page 107. Further described as Map & Parcel 023-001.

WHEREAS, said property was levied upon as the property of Facundo Formica and Sima Formica followed by advertisement by due and legal publication as required by law being made in *Dawson Community News*, a newspaper published in Dawson County, Georgia in which Sheriff's sales are published; and,

WHEREAS, said Ex-Officio Sheriff did proceed to expose for sale the above described tract during the legal hours of sale in accordance with law, before the courthouse doors of Dawson County Courthouse the same being the 7th day of June, 2011, the same being the date advertised for sale; and,

WHEREAS, the above named grantee was the highest and best bidder for the sum of \$2,482.52 (Two Thousand Four Hundred Eighty-Two and 52/100) DOLLARS.

WITNESSETH:

For and in consideration of the above payment, in hand paid, the receipt of which is hereby acknowledged, the undersigned Ex-Officio Sheriff does hereby bargain, grant an convey, and sell unto grantees herein, in accordance with her lawful authority granted by the laws of the State of Georgia to conduct sheriff's sales, the above described tract or parcel of land together with improvements thereon. To have and to hold the above granted premises unto the grantees herein in as full and ample a manner as the same was held by Facundo Formica and Sima Formica when the said property was levied on and sold.

This conveyance is made without warranty of title and is further made subject to the rights of redemption of Facundo Formica and Sima Formica in accordance with O.C.G.A. § 48-4-40 et. seq.

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

Shelly D. Martin
Unofficial Witness

Linda G. Townley
Linda G. Townley, Ex-Officio Sheriff
Dawson County, Georgia

Lauren Leigh Thompson
Notary Public, State of Georgia



**PROPERTY "C" DAWSON COUNTY BOARD OF
ASSESSORS APPRAISAL VALUE
PARCEL #015-068**

015 068

2019 Dawson County Board of Assessors

5/24/2019 10:39:50 AM
Acct # 2551
elaine

Owner Information

DAWSON COUNTY
DAWSONVILLE, GA 30534

General Property Information

SITUS	6295	Values	Imp Val	0
LEGAL	LOT 6295 DISHARROON VALLEY LL 299 LD 5-2	Acc Val		
Tax District	UNINCORP ORATED	Land Val		50,000
Total Acres	0.91 LL	Total Value		50,000
Zoning	RPC	2018 : 22,000		
Unit	LD	2016 : 22,000		
Return Value	0	2017 : 22,000		
		2015 : 22,000		

Topography - 1.00	Corner - 1.00	View - 1.00	Water - 1.00	Transitional - 1.00	Neighborhood - 1.00	Other - 1.00	UL - Big Canoe - Disharoon Valley - 1.00
-------------------	---------------	-------------	--------------	---------------------	---------------------	--------------	------------------------------------------

SALES INFORMATION

Grantee	Grantor	Date	Deed Book	Plat Book	Sale Price	CS	Mkt Value	Reason
DAWSON COUNTY	REAL ESTATE TAX FUND	05/04/2004	594 566			0 E4		0 T1
DAWSON COUNTY	REAL ESTATE TAX FUND	04/07/1999	304 438			0 R3		10,000 GV
REAL ESTATE TAX FUND	HAMES MARGIE PITTS	05/13/1997	241 214			2,500 R3		14,000 GV

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj	Value
E1	717 Res-Big Canoe (Lot - \$50K)	Lot	1.00	0	0			50,000.00	50,000.00	1.00	50,000

PARCEL #015-068

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD

AT 8:30A M. 4/7/99
Recorded in Deed Book 307 Page 438-439
This 7 day of April 19 99
Leslie M. McDaniel, CLERK

Return to: Dawson County
P. O. Box 192
Dawsonville, GA 30534

Cross Index:
Grantor: MARGIE PITTS HAMES
Grantee: DAWSON COUNTY

SHERIFF'S TAX DEED

GEORGIA, DAWSON COUNTY

WHEREAS, Hubert Bailey, as Ex-Officio Sheriff of Dawson County, did on the 2nd day of March, 1999 levy a writ of fieri facias, issued by Hubert Bailey as Tax Commissioner of said County, Georgia, against Margie Pitts Hames for 1997 state and county taxes, upon that certain tract, parcel and lot of land and the improvements thereon, in said County of Dawson, State of Georgia, to-wit:

All that tract or parcel of land lying and being in Land Lot 278 of the 5th District, 2nd Section of Dawson County, Georgia, being Lot 6295, Disharoon Valley, as shown on plat recorded in Plat Book 4, page 91, Dawson County, Georgia Records. Said plat and the record thereof are herein incorporated for a full and complete description.

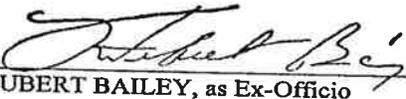
levied upon as the property of Margie Pitts Hames and after due and legal publication (as required by law), being made in the *Dawson News and Advertiser*, a newspaper published in said County of Dawson in which Sheriff's sales are published, of the sale of said tract, parcel and lot of land as above-described, to satisfy a tax fieri facias aforesaid, the said Ex-Officio Sheriff proceeded on the 2nd day of March, 1999, the same being a day of sale, for the sale of same according to law, at the courthouse door in said County, when said property was then offered for sale and DAWSON COUNTY being then and there the highest bidder at and for the sum of FOUR HUNDRED NINETY-NINE & 63/100 (\$499.63) DOLLARS, the said property was then and there knocked off to DAWSON COUNTY.

WITNESSETH:

That for and in consideration of the sum of FOUR HUNDRED NINETY-NINE & 63/100 (\$499.63) DOLLARS, cash to him in hand paid by DAWSON COUNTY, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, the said Hubert Bailey, as Ex-Officio Sheriff of DAWSON COUNTY, GEORGIA, has granted, bargained and sold, and doth by these presents grant, sell, and bargain unto the said DAWSON COUNTY, its successors and assigns, so far as the office of Ex-Officio Sheriff authorized him to sell, all that tract, parcel of land in said County, and the improvements thereon as above-described.

TO HAVE AND TO HOLD the above granted premises unto DAWSON COUNTY, its successors and assigns in as full and ample a manner as the same was held and possessed by said Margie Pitts Hames, when the property was levied upon and sold, subject to any rights of redemption such as may be provided for by law.

IN WITNESS WHEREOF, the said Hubert Bailey, as Ex-Officio Sheriff of DAWSON COUNTY, GEORGIA, hath hereunto set his hand and affixed his seal, the day and year first above written.


HUBERT BAILEY, as Ex-Officio Sheriff of DAWSON COUNTY, GEORGIA (SEAL)

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

My commission expires: 2-15-2001

(AFFIX NOTARY SEAL)

**PROPERTY "D" DAWSON COUNTY BOARD OF
ASSESSORS APPRAISAL VALUE
PARCEL #016-098**

016 098

2019 Dawson County Board of Assessors

5/24/2019 10:40:28 AM
Acct # 2832
elaine

Owner Information

DAWSON COUNTY
P O BOX 192
DAWSONVILLE, GA 30534

General Property Information

SITUS	6319 VALLEY VIEW DRIVE	Imp Val	0
LEGAL	LOT 6319 LL 300 LD 5-2 BIG CANOE	Acc Val	
Tax District	UNINCORP ORATED	Land Val	35,000
Total Acres	0.00	Total Value	35,000
Zoning	RPC	2018 : 10,000	
Unit	LD	2016 : 10,000	
	Return Value	2017 : 10,000	
		2015 : 10,000	

Topography - 1.00	Corner - 1.00	View - 1.00	Water - 1.00	Transitional - 1.00	Neighborhood - 1.00	Other - 1.00	UL - Big Canoe - Disharoon Valley - 1.00
-------------------	---------------	-------------	--------------	---------------------	---------------------	--------------	------------------------------------------

SALES INFORMATION

Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
DAWSON COUNTY	03/20/1996	214 2 64	5 6 9	853 R3		10,000 GV	
GEORGIA	09/01/1985	83 276		10,000 A3		15,000 FM	

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj Value	Value
E1	736 Res-Big Canoe (Lot - \$35k)	Lot	1.00	0	0			35,000.00	35,000.00	1.00	35,000

DAWSON COUNTY, GEORGIA
 REAL ESTATE TRANSFER TAX
 PAID \$ 81.00
 DATE 3-28-96
 BECKY MCCORD, CLERK
 SUPERIOR COURT

Cross Index:
 Grantor: **MARIE MOSS**
 Grantee: **DAWSON COUNTY, GA**

SHERIFF'S TAX DEED

GEORGIA, DAWSON COUNTY
 CLERK'S OFFICE, SUPERIOR COURT
 FILED FOR RECORD
 AT 2:45 P M ON 3-28-96
 Recorded to 11201 Book 214 Page 262265
 This 20 day of MARCH 19 96
Becky McCord CLERK

GEORGIA, DAWSON COUNTY

WHEREAS, Hubert Bailey, as Ex-Officio Sheriff of Dawson County, did on the 6th day of February, 1996 levy a writ of fieri facias, issued by Hubert Bailey, as Tax Commissioner of said County, Georgia, against **MARIE MOSS** for 1994 state and county taxes, upon that certain tract, parcel and lot of land and the improvements thereon, in said County of Dawson, State of Georgia, to wit:

All that tract or parcel of land lying and being in Land Lot 300 of the 5th District, 2nd Section Dawson Co. GA being Lot No. 6319 of Disharoon Valley of Big Canoe Subdivision, per plat recorded in Plat Book 5, page 69, Dawson Co., GA. Said plat and the record thereof are herein incorporated for a full and complete legal description.
Subject to all easements, restrictions and covenants of record.

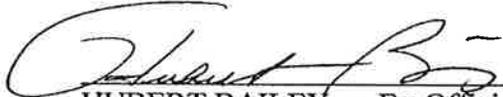
levied upon as the property of **MARIE MOSS** and after due and legal publication (as required by law), being made in the Dawson County Advertiser, a newspaper published in said County of Dawson in which Sheriff's sales are published, of the sale of said tract, parcel and lot of land as above described, to satisfy a tax fieri facias aforesaid, the said Ex-Officio Sheriff proceeded on the 6th day of February, 1996, the same being a day of sale, for the sale of same according to law, at the courthouse door in said County, when said property was then offered for sale and **DAWSON COUNTY, GA** being then and there the highest bidder at and for the sum of **EIGHT HUNDRED FIFTY THREE AND 33/100 Dollars**, the said property was then and there knocked off to **DAWSON COUNTY, GA**

W I T N E S S E T H:

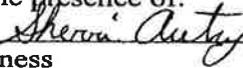
That for and in consideration of the sum of **EIGHT HUNDRED FIFTY THREE AND 33/100 Dollars**, cash to him in hand paid by **DAWSON COUNTY, GA** at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, the said Hubert Bailey, as Ex-Officio Sheriff of **DAWSON COUNTY, GA** has granted, bargained and sold, and doth by these presents grant, sell, and bargain unto the said **DAWSON COUNTY, GA**, his heirs and assigns, so far as the office of Ex-Officio Sheriff authorized him to sell, all that tract, parcel of land in said County, and the improvements thereon as above described.

TO HAVE AND TO HOLD the above granted premises unto **DAWSON COUNTY, GA** his heirs and assigns in as full and ample a manner as the same was held and possessed by said **MARIE MOSS** when the property was levied upon and sold, subject to any rights of redemption such as may be provided for by law.

IN WITNESS WHEREOF, the said Hubert Bailey, as Ex-Officio Sheriff of DAWSON COUNTY, GA, hath hereunto set his hand and affixed his seal, the day and year first above written.

 (SEAL)
HUBERT BAILEY, as Ex-Officio
Sheriff of DAWSON COUNTY, GA

Signed, sealed and delivered
in the presence of:


Witness


Notary Public

My Commission expires:
(AFFIX NOTARY SEAL)

Notary Public, Dawson County, Georgia
My Commission Expires April 21, 1997



James M. Walters
311 Green St., Ste. 103
Gainesville, GA 30501
(770) 536-3264

**PROPERTY "E" DAWSON COUNTY BOARD OF
ASSESSORS APPRAISAL VALUE
PARCEL #016B-096**

016B 096

2019 Dawson County Board of Assessors

5/24/2019 10:41:15 AM
Acct # 3091
elaine

Owner Information

DAWSON COUNTY
25 JUSTICE WAY SUITE 1222
DAWSONVILLE, GA 30534

General Property Information

SITUS	134 PINE KNOLL	Values	Imp Val	0
LEGAL	LL 313 LD 5-2 LOT 7096 BIG CANOE	Acc Val	Land Val	75,000
Tax District	UNINCORP ORATED	Total Value		75,000
Total Acres	0.00	2018 : 35,000	2017 : 35,000	
Zoning	RPC	2016 : 35,000	2015 : 35,000	
Unit	LD			
Return Value	0			

Topography - 1.00	Corner - 1.00	View - 1.00	Water - 1.00	Transitional - 1.00	Neighborhood - 1.00	Other - 1.00	UL - Big Canoe - Toland Mountain - 1.00
-------------------	---------------	-------------	--------------	---------------------	---------------------	--------------	-----------------------------------------

SALES INFORMATION

Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
DAWSON COUNTY	DAVIS BRYAN P	02/26/1992	151 118		0 0		14,000	GV
DAVIS BRYAN P	BROSSARD J RAYMOND	07/15/1982	64 515		4,000 0		15,000	FM
BROSSARD J RAYMOND		12/16/1978	42 493		1,500 0		15,000	FM

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj Value	Value
E1	718 Res-Big Canoe (View Lot-Av)	Lot	1.00	0	0			75,000.00	75,000.00	1.00	75,000

016B 096

Review: 6/16/2017 by A REVIEW

Page 1 of 1

PARCEL #016B-096

Cross Index:
Grantor: BRYAN DAVIS
Grantor: DAWSON COUNTY, GEORGIA
Grantee: DAWSON COUNTY, GEORGIA

SHERIFF'S TAX DEED

GEORGIA, DAWSON COUNTY

WHEREAS, Hubert Bailey, Ex-Officio Sheriff of said County, did on the 4 day of Feb, 1992, levy a writ of fieri facias, issued by Hubert Bailey, Tax Commissioner of Dawson County, Georgia, against BRYAN P. DAVIS for 1990 state and county taxes, upon that certain tract, parcel and lot of land and the improvements thereon, in said County of Dawson, State of Georgia, to wit:

All that tract or parcel of land lying and being in Land Lot(s) 313, of the 5th District, 2nd. Section, Dawson County, Georgia, being Lot 7096 of the Toland Mountain Neighborhood of Big Canoe Subdivision as per plat recorded in Plat Book 5, Page 73, in the Office of the Clerk of the Superior Court of said County, said Plat being by reference incorporated herein and made a part hereof.

SUBJECT TO easements, restrictions and reservations of record.

levied upon as the property of BRYAN P. DAVIS and after due and legal publication (as required by law), being made in Dawson County Advertiser, a newspaper published in said County of Dawson in which Sheriff's sales are published, of the sale of said tract, parcel and lot of land as above described, to satisfy a tax fieri facias aforesaid, the said Ex-Officio Sheriff proceeded on the 4th day of February, 1992, the same being a day of sale, for the sale of the same according to law, at the courthouse door in said County, when said property was then offered for sale and DAWSON COUNTY, GEORGIA, being then and there the highest bidder at and for the sum of THREE HUNDRED FIFTY-FIVE AND 60/100 (\$355.60) Dollars, the said property was then and there knocked off to DAWSON COUNTY, GEORGIA.

Now, this indenture, made and entered into this the 4th day of February, 1992, between Hubert Bailey, Ex-Officio Sheriff of Dawson County, Georgia, of the one part, and DAWSON COUNTY, GEORGIA, of the County of DAWSON and the State of Georgia, of the other part.

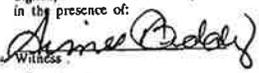
WITNESSETH:

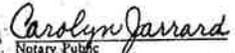
That for and in consideration of the sum of THREE HUNDRED FIFTY-FIVE AND 60/100 (\$355.60) Dollars, cash to him and hand paid by DAWSON COUNTY, GEORGIA at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, the said Hubert Bailey, Ex-Officio Sheriff of Dawson County, Georgia, has granted, bargained and sold, and doth by these presents grant, bargain and sell unto the said DAWSON COUNTY, GEORGIA, its heirs and assigns, (so far as the office of Ex-Officio Sheriff authorizes him to sell) all that tract, parcel and lot of land in said County, and the improvements thereon as above described.

TO HAVE AND TO HOLD the above granted premises unto DAWSON COUNTY, GEORGIA, its heirs and assigns in as full and ample a manner as the same was held and possessed by said BRYAN P. DAVIS when the property was levied upon and sold, subject to any rights of redemption such as may be provided for by law.

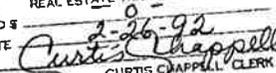
IN WITNESS WHEREOF, the said Hubert Bailey, Ex-Officio Sheriff of Dawson County, Georgia, hath hereunto set his hand and affixed his seal, the day and year first above written.

 (SEAL)
HUBERT BAILEY, Ex-Officio
Sheriff of Dawson County, Georgia

Signed, sealed and delivered,
in the presence of:

Witness


Notary Public
MY COMMISSION EXPIRES APRIL 15, 199

My Commission Expires:
APPENDIX NOTARY SEAL)
P. 0. 0. TAX DEEDS. 92

DAWSON COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 0
DATE 2-26-92

CURTIS CHAPPELL, CLERK
SUPERIOR COURT

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
of 1:27 P. M. 2-26-92
Recorded in Book 151 Page 118
this 26 day of Feb. 19 92

CURTIS CHAPPELL, CLERK

016B 096

2019 Dawson County Board of Assessors

5/24/2019 10:41:15 AM
Acct # 3091
elaine

Owner Information

DAWSON COUNTY
25 JUSTICE WAY SUITE 1222
DAWSONVILLE, GA 30534

General Property Information

SITUS	134 PINE KNOLL	Values	Imp Val	0
LEGAL	LL 313 LD 5-2 LOT 7096 BIG CANOE	Acc Val	Land Val	75,000
Tax District	UNINCORP ORATED	Total Value		
Total Acres	0.00	2018 : 35,000	2017 : 35,000	75,000
Zoning	RPC	2016 : 35,000	2015 : 35,000	
Unit	LD	Return Value	0	

Topography - 1.00	Corner - 1.00	View - 1.00	Water - 1.00	Transitional - 1.00	Neighborhood - 1.00	Other - 1.00	UL - Big Canoe - Toland Mountain - 1.00
-------------------	---------------	-------------	--------------	---------------------	---------------------	--------------	-----------------------------------------

SALES INFORMATION

Grantee	Grantor	Date	Deed Book	Plat Book	Saleprice	CS	Mkt Value	Reason
DAWSON COUNTY	DAVIS BRYAN P	02/26/1992	151 118		0 0		14,000	GV
DAVIS BRYAN P	BROSSARD J RAYMOND	07/15/1982	64 515		4,000 0		15,000	FM
BROSSARD J RAYMOND		12/16/1978	42 493		1,500 0		15,000	FM

LAND INFORMATION

CS	Code / Description	Method	Units	Depth	From Front	Depth Table	Depth Factor	Unit Value	Adj Unit	Adj Value	Value
E1	718 Res-Big Canoe (View Lot-Av)	Lot	1.00	0	0			75,000.00	75,000.00	1.00	75,000

016B 096

Review: 6/16/2017 by A REVIEW

PARCEL #016B-096

Cross Index:
Grantor: BRYAN DAVIS
Grantor: DAWSON COUNTY, GEORGIA
Grantee: DAWSON COUNTY, GEORGIA

SHERIFF'S TAX DEED

GEORGIA, DAWSON COUNTY

WHEREAS, Hubert Bailey, Ex-Officio Sheriff of said County, did on the 4 day of Feb, 1992, levy a writ of fieri facias, issued by Hubert Bailey, Tax Commissioner of Dawson County, Georgia, against BRYAN P. DAVIS for 1990 state and county taxes, upon that certain tract, parcel and lot of land and the improvements thereon, in said County of Dawson, State of Georgia, to wit:

All that tract or parcel of land lying and being in Land Lot(s) 313, of the 5th District, 2nd. Section, Dawson County, Georgia, being Lot 7096 of the Toland Mountain Neighborhood of Big Canoe Subdivision as per plat recorded in Plat Book 5, Page 73, in the Office of the Clerk of the Superior Court of said County, said Plat being by reference incorporated herein and made a part hereof.

SUBJECT TO easements, restrictions and reservations of record.

levied upon as the property of BRYAN P. DAVIS and after due and legal publication (as required by law), being made in Dawson County Advertiser, a newspaper published in said County of Dawson in which Sheriff's sales are published, of the sale of said tract, parcel and lot of land as above described, to satisfy a tax fieri facias aforesaid, the said Ex-Officio Sheriff proceeded on the 4th day of February, 1992, the same being a day of sale, for the sale of the same according to law, at the courthouse door in said County, when said property was then offered for sale and DAWSON COUNTY, GEORGIA, being then and there the highest bidder at and for the sum of THREE HUNDRED FIFTY-FIVE AND 60/100 (\$355.60) Dollars, the said property was then and there knocked off to DAWSON COUNTY, GEORGIA.

Now, this indenture, made and entered into this the 4th day of February, 1992, between Hubert Bailey, Ex-Officio Sheriff of Dawson County, Georgia, of the one part, and DAWSON COUNTY, GEORGIA, of the County of DAWSON and the State of Georgia, of the other part.

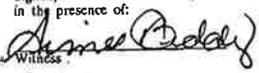
WITNESSETH:

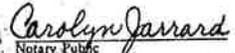
That for and in consideration of the sum of THREE HUNDRED FIFTY-FIVE AND 60/100 (\$355.60) Dollars, cash to him and hand paid by DAWSON COUNTY, GEORGIA at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, the said Hubert Bailey, Ex-Officio Sheriff of Dawson County, Georgia, has granted, bargained and sold, and doth by these presents grant, bargain and sell unto the said DAWSON COUNTY, GEORGIA, its heirs and assigns, (so far as the office of Ex-Officio Sheriff authorizes him to sell) all that tract, parcel and lot of land in said County, and the improvements thereon as above described.

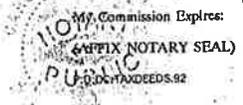
TO HAVE AND TO HOLD the above granted premises unto DAWSON COUNTY, GEORGIA, its heirs and assigns in as full and ample a manner as the same was held and possessed by said BRYAN P. DAVIS when the property was levied upon and sold, subject to any rights of redemption such as may be provided for by law.

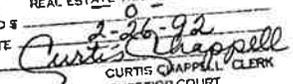
IN WITNESS WHEREOF, the said Hubert Bailey, Ex-Officio Sheriff of Dawson County, Georgia, hath hereunto set his hand and affixed his seal, the day and year first above written.

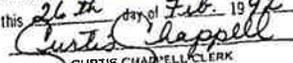
 (SEAL)
HUBERT BAILEY, Ex-Officio
Sheriff of Dawson County, Georgia

Signed, sealed and delivered,
in the presence of:

Witness


Notary Public
MY COMMISSION EXPIRES APRIL 15, 1999

My Commission Expires:

APPENDIX NOTARY SEAL)
P:\D\TAX\DEEDS.92

DAWSON COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID \$ 0
DATE 2-26-92

CURTIS CHAPPELL, CLERK
SUPERIOR COURT

GEORGIA, DAWSON COUNTY
CLERK'S OFFICE, SUPERIOR COURT
FILED FOR RECORD
of 1:27 P. M. 2-26-92
Recorded in Book 151 Page 118
this 26 day of Feb. 19 92

CURTIS CHAPPELL, CLERK