



LUMPKIN COUNTY
Board of Commissioners
SLUA Public Hearing Agenda
Commissioners Boardroom

March 16, 2021
4:30 P.M.

- **Call to Order** Chairman Dockery
- **Consideration of Agenda**
- **SLUA Presentation (Planning Director Bruce Georgia)**
Special Land Use Approval – Flea Market *(Planning Director Bruce Georgia)*
- **SLUA Hearing Rules (Chairman Dockery)**
- **Public Comment in Support of the SLUA**
- **Public Comment Opposed to the SLUA**
- **Rebuttal**
- **Commissioner Comments**
- **Adjournment**



Lumpkin County, Georgia

Planning Department

Date: March 16, 2021

Agenda Item: Special Land Use Approval – Flea Market

Item Description: The SLUA is for a proposed 50 table flea market (project started prior to approval) currently located at 5738 South Chestatee Street, Dahlonega, GA 30533. The property is currently owned by the A2S Group Real Estate Investments, who has leased approximately one acre of this parcel to Mr. Rainey through March 31st 2021, with the possibility of extension of the terms.

Mr. Rainey also has future plans for the parcel which includes:

- Auction House
- Camping along the river
- Fish Farm established off the creek
- Agricultural product sales
- Music Venue (SLUA required)

There is an existing commercial use structure (primary use) located on the north end of the parcel. The last discussions with the Partners of A2S, their intent is to construct a restaurant within the commercial structure.

The parcel is currently located in the Gateway Corridor Character Area, the primary land use for this 8-acre parcel is Neighborhood Commercial. The proposed flea market is an accessory use to this parcel.

Neighborhood commercial-Small scale commercial establishments primarily serving the immediate neighborhood. Examples include:

- I. Small retail shops not significantly engaged in wholesale or mail order business
- II. Beauty salon or barber shop, aroma therapy clinic, spa, and other similar personal care services;
- III. Florist; and
- IV. Professional services, such as a lawyer, accountant, tax preparer, insurance agent, etc.

Requirements:

Setbacks: 50 ft. front

20 ft side and rear

50 ft river buffer

DOT Driveway Permit Approval -

Occupational Tax License

Sign Permit - Temporary signs with a maximum area not to exceed 16 square feet and a maximum height of eight feet. These signs will be removed within seven days upon the completion of the temporary event.

A sign permit application for a permanent sign is required.

Gateway Corridor Intent:

Several major road corridors are considered to be scenic rural vistas:

- State Route 400, State Route 60, State Route 52 and Long Branch Road.
- Georgia 400 and State Route 60 provide the “Gateway” into the County and the City of Dahlonega.
- In order to maintain the rural and scenic vistas that are important to the county’s citizens this area requires special treatment to assure proper development along the entrance into the county.
- From an urban design standpoint, the most critical element in creating a visually appealing gateway corridor is the enforcement of appropriate development standards to ensure adequate site plans and landscaping.

Notice of the public hearing was published at least 15 days but not more than 45 days prior the public meeting in the Dahlonega Nugget as required. At least 15 days prior to the meeting, a public hearing notification sign was also posted on the property.

Attachments:

SLUA Application - Flea Market



Special Land Use Application

Planning Department
25 Short Street, Suite 10
Dahlonega, Georgia 30533
(706)

General Information:

1. Name of Development: Deer Field Fleamarket
2. Applicant's Name: Tommy Rainey Email: N/A
Phone: 706-362-4653 Fax: _____
Company Name: Deer Field Fleamarket
Address: 5738 Schestatee, Dahlonega, Ga 30533
3. Parcel(s) tax ID number(s): 083-119
4. Present Character Area: Gateway Corridor Acres: 8.08

Property Information:

5. The property location for which approval is requested: (circle one) N (S) E W
side of 5738 Schestatee-Highway 60 Dahlonega Road Ga
between HWY 400 and Redoak Flats Roads
6. Current use of property: None
7. Proposed use(s) of property: Fleamarket

FOR PLANNING DEPARTMENT USE ONLY:

Proposed Use	Land Use Code/Section Number



Nix Tank Company
5504 Saddle Club Rd
Gainesville, GA 30506

CONTRACT

Nix Tank Company
5504 Saddle Club Rd
Gainesville, GA
30506

a

Contract #: 40

CUSTOMER

Tommy Rainey
400 Red Oak Rd
Maysville, GA
30558

LOCATION

Tommy Rainey
5738 S Chestatee
Dahlonega, GA
30533

Date Ordered
Jan 29, 2021

Date Wanted
Jan 29, 2021

Customer PO

Location PO

Ordered By

Customer Tax Area

Location Tax Area

Tommy Rainey

Special Instructions

Tommy: 706-362-4653

Received By

Date Received

28 Day

Bill Frequency

Contract End Date

Asset / Unit Numbers

Equipment Charges

Service	Quantity	Charge Rates	Type	Rate	Effective
(1) Handicap Restroom	1.00	(1) Delivery (1) Weekly Service	Service 28 Day	\$ 25.00 \$ 160.00	Jan 29, 2021 Jan 29, 2021

Material Rates

Routing Frequency

Material Code

Asset

Rate

Effective

(1) Every Week - Tu 1.00

Terms and Conditions

1) The customer agrees to pay all invoices arising out of the charges for the rental facilities and specified services as outlined above. 2) The customer agrees to keep the rental facilities clear and accessible for service at all times and in all types of weather. 3) The customer agrees not to sell, rent, lease or otherwise give up possession of the rental facilities listed herein except to Nix Tank Company. 4) The customer will pay all costs if any unit is damaged or not returned to Nix Tank Company for any reason. 5) The customer assumes all risks and liability for each unit rented and for the use and operation thereof and for injuries or death of persons and damage to property however arising from or incidental with such use or operation. 6) The customer assumes all risks of loss, theft, destruction or damage to any unit, and will return units in as good condition as they are now in, at end of rental period. 7) The customer hereby acknowledges receiving the unit(s) in good working order and condition.

Attachment: SLUA Application - Flea Market (1992 : Special Land Use Approval - Flea Market)

UPON WHICH THIS PLAT IS
SURE PRECISION OF ONE
FEET, AND WAS
THE COMPASS RULE,
EN CALCULATED FOR
OUND TO BE ACCURATE
IN 100000+ FEET.

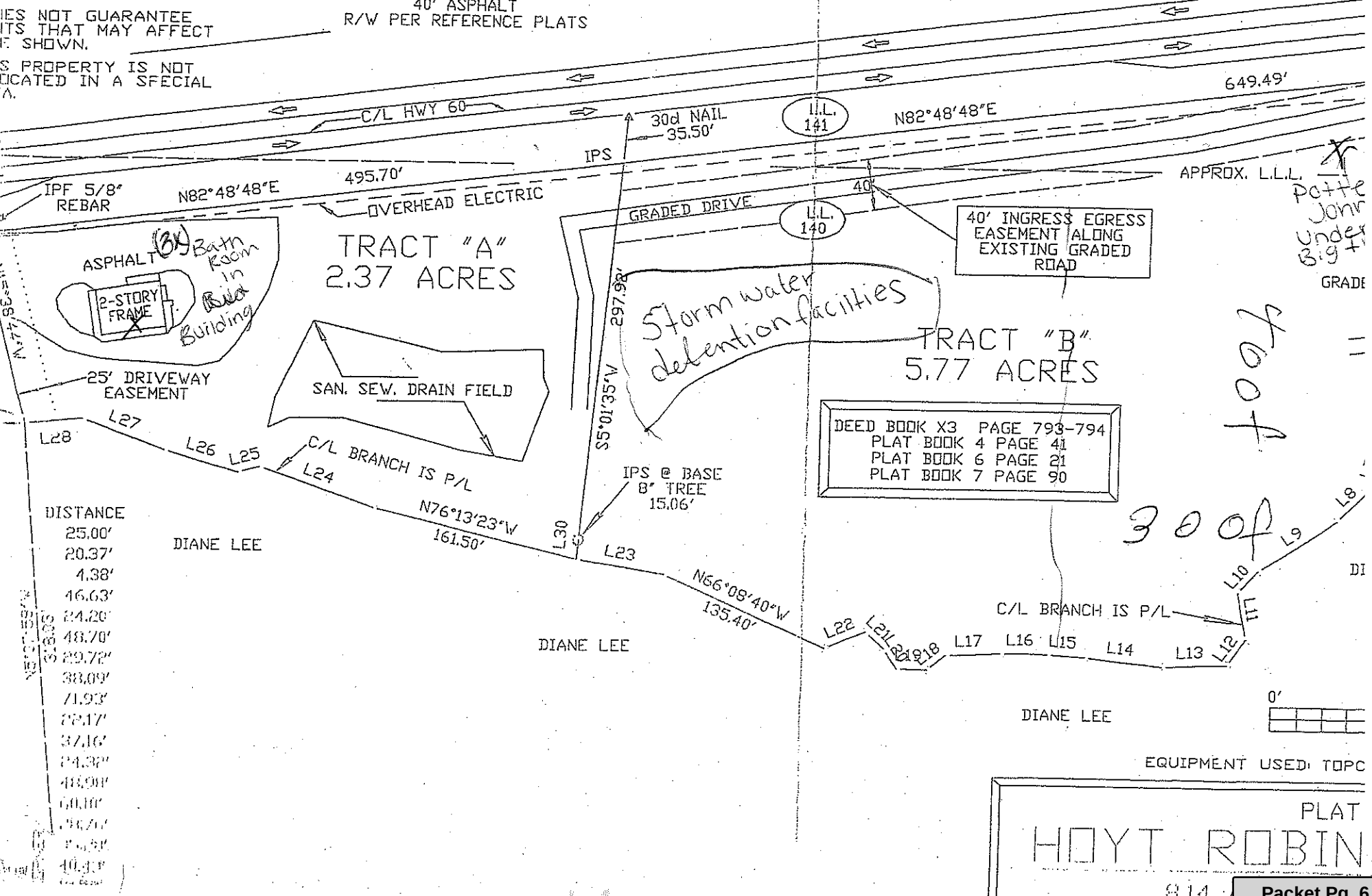
REFERENCE MAP FLOOD INSURANCE RATE
MAP, COMMUNITY-PANEL NUMBER:
13187 C0275C

STATE ROUTE # 60

IES NOT GUARANTEE
NTS THAT MAY AFFECT
IF SHOWN.

40' ASPHALT
R/W PER REFERENCE PLATS

S PROPERTY IS NOT
LOCATED IN A SPECIAL
A.



LUMPKIN COUNTY INDIVIDUAL SEWAGE DISPOSAL SYSTEM PERMIT APPLICATION AND INSPECTION REPORT

PERMIT # 5625 DATE PERMIT ISSUED 5-20-96 DATE SYSTEM INSP. 5-23-96
 RECEIPT # 4927

PROPERTY OWNER & ADDRESS _____

HOYT ROBINSON

ROBINSON RD. DAHLONEGA GA 30533

TELEPHONE 864-3461(H) 4316(OF)

SEWAGE CONTRACTOR ROBERT GRINDLE

PROPERTY LOCATION

HWY 60 SOUTH, PASS HWY 400, GO ABOUT
1500 FEET, PROP IS ON THE RIGHT.

I hereby apply for a permit to install or construct an individual sewage disposal system and agree that the system will be installed to conform to the requirements of the former Georgia Department of Public Health, Chapter 270-5-25.

I understand that final inspection is required and hereby promise to notify the Lumpkin County Health Department upon its completion and before applying final cover.

I further realize and understand that neither this permit nor the final inspection in any way guarantee the proper operations of the sewage system nor in any way confers any guarantee or warranty of any kind.

X Hoyt Robinson

Owner or applicant's signature

5-20-96

Date

Are there any wells or springs within 100ft. or streams within 50ft. () yes (☒) no

1. Type water supply:

☒ Individual 2. community 3. public

2. 1. New system 2. Repair 3. Existing

3. Perc rate

4. Type facility OFFICE BLDG. 3 BATHROOMS 8 OFFICES

5. No. of bedrooms or gallons 1000

6. Subdivision: yes / ☒ no

7. Lot size 1 ACRE +

8. Building line NA

9. Septic tank capacity min. 1000

10. As installed 1000

11. Dosing tank capacity NA

12. Distance S.T. from well 100'

13. Min. amount of field line:

Ft. sq. _____ Linear ft. 252/32

14. Field line as installed

Ft. sq. _____ Linear ft. 156/36

15. Width of trench 36"

16. Distance between trenches 10'

17. Trench depth, avg. 36"

18. Distance from foundation 130'

19. Nearest property line NA

front, rear, side

20. Distance from well NA

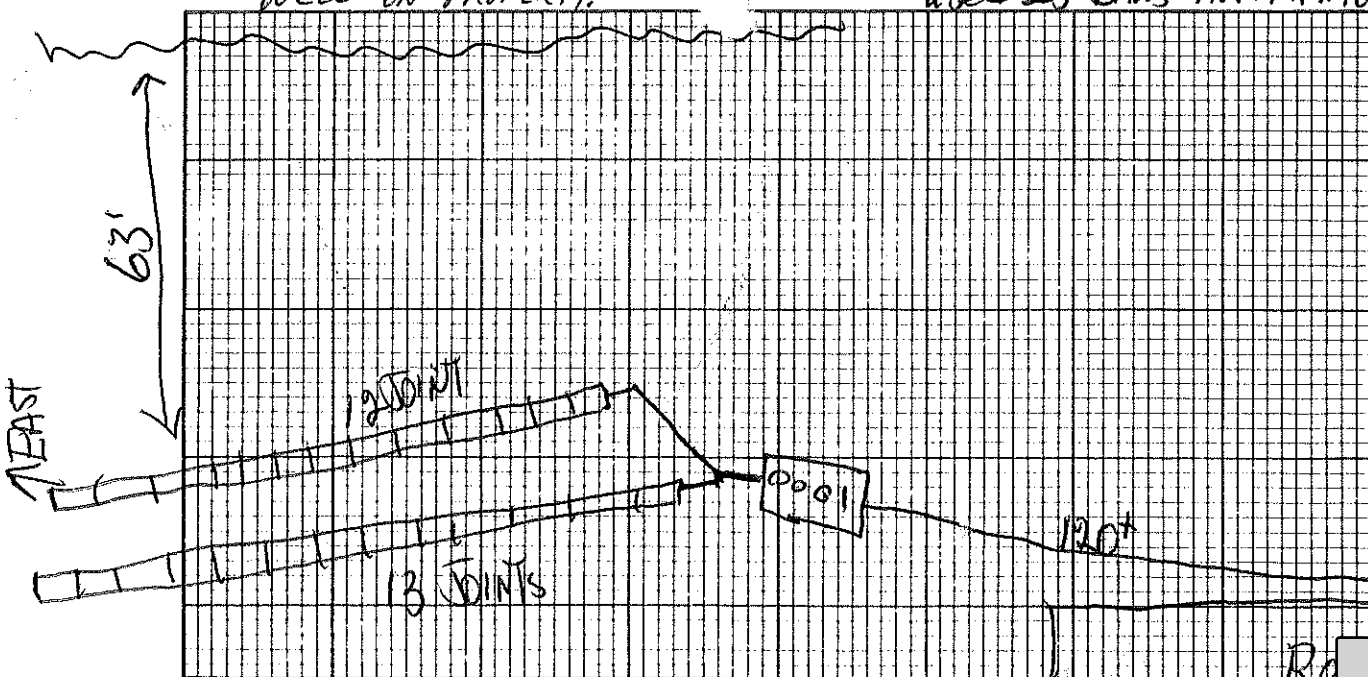
Site: Approved; Approved conditionally; cted

Inspector: BH

System: Approved; Approved conditiona. rejected

Inspector: BMC Shupe

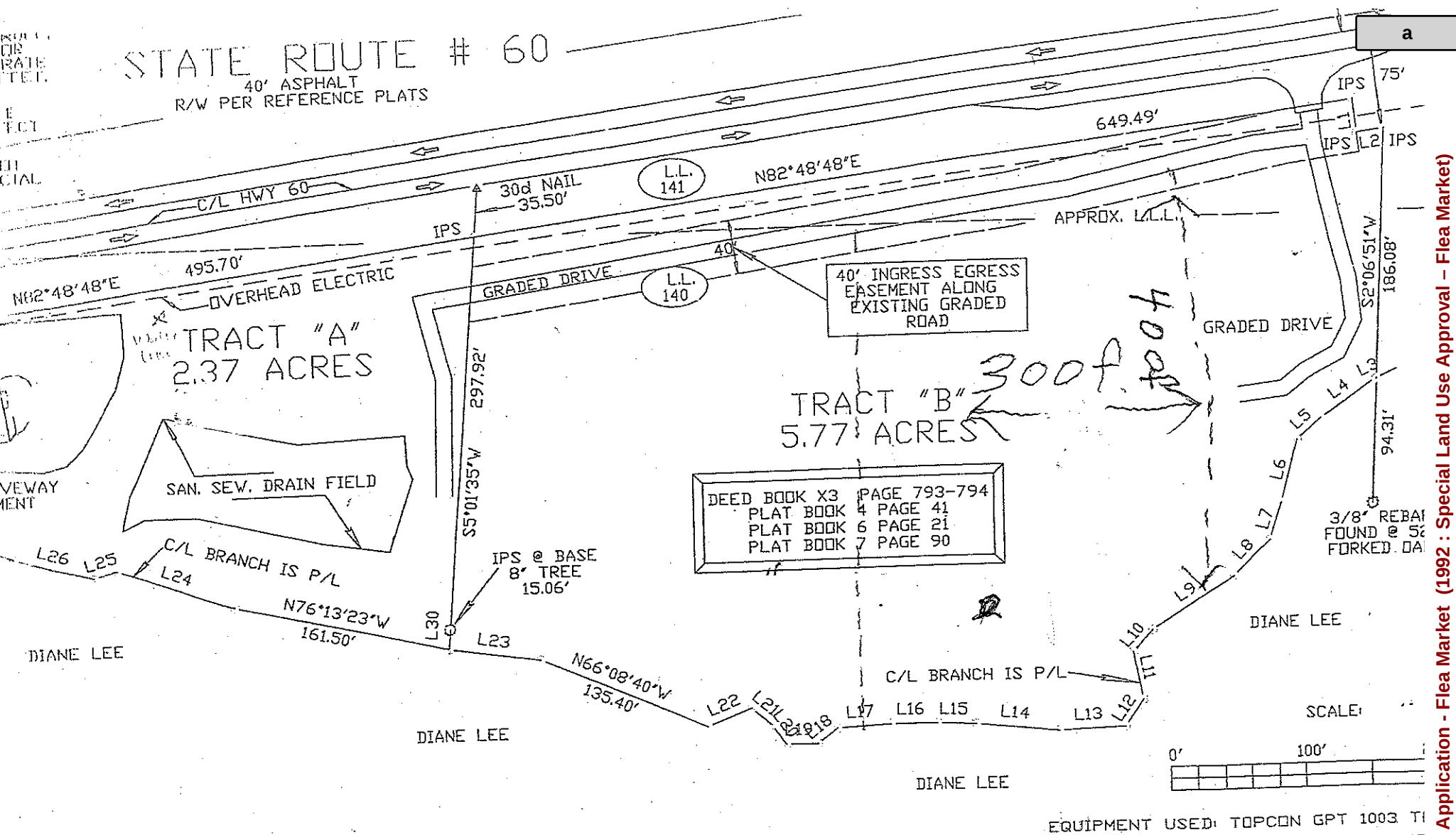
REMARKS: BASMENT, MAIN FLOOR, AND 1ST FLOOR UPSTAIRS WELL (DRILLED) IS WATER SUPPLY
WELL ON PROPERTY. USED 15 JOINTS INFILTRATOR



DATE
BY
STATE
FEE
E
FCT
E
CIAL

STATE ROUTE # 60

40' ASPHALT
R/W PER REFERENCE PLATS



DEED BOOK X3 PAGE 793-794
PLAT BOOK 4 PAGE 41
PLAT BOOK 6 PAGE 21
PLAT BOOK 7 PAGE 90

EQUIPMENT USED: TOPCON GPT 1003 TI

PLAT OF SURVEY

HOYT ROBINSON

8.14 ACRES

LAND LOTS 140 & 141

11TH LAND DISTRICT ORIGINALLY

HALL COUNTY NOW

LUMPKIN COUNTY, GEORGIA

MICHAEL SKEI

IN MY OPINION THIS SURVEY WAS PREPARED
IN CONFORMITY WITH THE TECHNICAL
IN THE STATE OF GEORGIA

LEGEND:
L.L. = LAND LOT LINE
IPS = IRON PIN SET #4 REBAR

Attachment: SLUA Application - Flea Market (1992 : Special Land Use Approval - Flea Market)



Georgia Department
of Transportation

PHIL SATTERFIELD
Permit Inspector

a

Tel: 706.348.4848
Cell: 706.969.2035

Shane Giles

770-533-8491

shgiles@dot.ga.gov

msatterfield@dot.ga.gov
942 Albert Reid Road
Cleveland, GA 30528
www.dot.ga.gov

Attachment: SLUA Application - Flea Market (1992 : Special Land Use Approval - Flea Market)



LAND/GROUND LEASE AGREEMENT

This Land/Ground Lease Agreement (this "Agreement") is entered into as of the **1st day of December 2020**, (the "Effective Date") by and among/between:

Landlord: A2S Group LLC, ("Landlord") and

Tenant(s): Tommy Rainey, (collectively, "Tenant").

Each Landlord and Tenant may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

For good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, according to the terms and conditions set forth herein, the following real estate (the "Site"): Open land space around 1 Acer located extreme other end of the building address 5738 S Chestatee Ste, Dahlonega, GA 30533 [Legal land description].

2. Purpose. The Site may be used and occupied only for the following purpose (the "Permitted Use"): **FLEA MARKET** [Purpose of land use]. Nothing herein shall give Tenant the right to use the Site for any other purpose without the prior written consent of Landlord. Landlord makes no representation or warranty regarding the legality of the Permitted Use, and Tenant will bear all risk of any adverse change in applicable laws.

3. Term. This Agreement will be for a term beginning on **December 1st, 2020** and ending on **March 31st, 2021** (the "Term"). The Parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

4. Rent. Tenant will pay Landlord rent in advance \$500: (Check one)

☐ On the Effective Date.

☒ In monthly installments due on the 1st day of each month during the Term.

Late Fee (Check one)

☐ Landlord will NOT charge a late fee.



☒ Rent paid after the ____ 1st ____ day of each month will be deemed as late; and if rent is not paid within 10 days after such due date, Tenant agrees to pay a late charge of (Check one) ☒ 2% of the balance due per day for each day that rent is late ☐ \$ ____.

☐ In annual installments due on the ____ [Day of the month] day of ____ [Month] each year during the Term.

Late Fee (Check one)

☐ Landlord will NOT charge a late fee.

☐ Rent paid after the ____ [Day of the month] day of ____ [Month] of each year will be deemed as late; and if rent is not paid within ____ days after such due date, Tenant agrees to pay a late charge of (Check one) ☐ ____ % of the balance due per day for each day that rent is late ☐ \$ ____.

Prorated Rent (Check one)

☐ Rent for any period during the Term which is for less than one year will be a pro rata portion of the annual installment. Additional details: _____.

☒ Not applicable.

5. Additional Rent. There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent.

6. Security Deposit. (Check one)

☒ Tenant is NOT required to pay a security deposit.

☐ Upon signing this Agreement, Tenant will pay a security deposit in the amount of \$ ____ to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. If Tenant does not comply with any of the terms of this Agreement, Landlord may apply any or all of the security deposit to remedy the breach, including to cover any amount owed by Tenant and/or any damages or costs incurred by Landlord due to Tenant's failure to comply. Within ____ days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing.

Interest (Check one)

☒ The security deposit will bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances.

☐ The security deposit will NOT bear interest.



7. Taxes. (Check one) ☒ Tenant ☐ Landlord shall pay all taxes or assessments which are levied or charged on the Site during the Term.

8. Utilities. (Check one) ☒ Tenant ☐ Landlord shall pay the cost of all utility services during the Term, including but not limited to gas, water, and electricity used on the Site.

9. Delivery of Possession. Landlord will deliver exclusive and lawful possession of the Site to Tenant on the start date of the Term. In the event Landlord is unable to give possession of the Site to Tenant on such date, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Site to Tenant.

10. Holdover Tenancy. Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If Tenant does retain possession past the Term, Tenant shall pay 50% of the then applicable rent computed on a monthly basis for each month or portion thereof during such holdover. In addition, Tenant shall be liable for any damages incurred by Landlord as a result of the holdover.

11. Condition of the Site. Tenant has examined the Site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS." except as expressly set forth herein, landlord makes no representation OR warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, SUITABILITY, or condition. tenant acknowledges that Tenant has not relied on any representations or warranties by Landlord in entering this Agreement.

12. Use of the Site. Tenant agrees to use the Site only for the Permitted Use and will not commit waste upon the Site. Tenant will, at its sole expense, maintain the Site in good repair and make all necessary repairs thereto. Tenant will not use the Site for any unlawful purpose or in any manner that will materially harm Landlord's interest in the Site.

13. Improvements and Alterations. Tenant (Check one) ☒ may not ☐ may make improvements, alterations, additions, or other changes to the Site without the written approval of the Landlord. Tenant agrees that any construction will be performed in a good and workmanlike manner and will comply with all applicable laws. All improvements, alterations, additions, or other changes to the Site shall become the property of Landlord upon the termination of this Agreement.

Signs (Check one)

☒ Tenant shall have the right to erect any sign related to its business, on the condition that such signs comply with the law.

☐ Tenant shall NOT have the right to erect any sign related to its business.



14. Leasehold Mortgage. Tenant (Check one) ☒ does not have ☐ has the right to grant a mortgage, deed of trust, or other security instrument in Tenant's interest to the Site created by this Agreement (the "Leasehold Mortgage") to secure repayment of a loan made to Tenant to finance construction of any improvements made to the Site during the Term.

Subordinated Lease (Check one)

☐ Landlord agrees to pledge as collateral or subordinate its interest in the Site for or to any Leasehold Mortgage if required by any lender of Tenant.

☒ In no event will any interest of Landlord in the Site be pledged as collateral for or be subordinate to any Leasehold Mortgage.

15. No Mechanics Lien. Tenant will not permit any mechanics or other liens to be filed against Landlord's interest to the Site as a result of any work performed for or obligations incurred by Tenant. Tenant will indemnify Landlord for any liability, cost, or expense, including attorney's fees, in the event any such lien is filed.

16. Permits and Approvals. Tenant will be responsible for obtaining all licenses, permits, and approvals required by any federal, state or local authority in connection with its use of the Site. Landlord will cooperate with Tenant and provide the necessary documents to obtain such licenses, permits, and approvals.

17. Compliance with Laws. Tenant covenants and agrees to comply with all federal, state and local laws, regulations and ordinances affecting the Site and use of the Site, including applicable environmental laws. In addition, Tenant will comply with all requirements necessary to keep in force fire and liability insurance covering the Site.

18. Hazardous Substances. Tenant will not keep or store on the Site any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Site or that might be considered hazardous or extra hazardous by any responsible insurance company.

19. Insurance. At all times during the Term, Tenant will maintain insurance for the Site covering:

I. Property Insurance. Property insurance covering all of Tenant's improvements, equipment, and other personal property located on the Site.

(Check all that apply)

☒ **II. General Liability.** Commercial liability insurance covering bodily injury, death, or property damage in an amount not less than \$300000 per occurrence.

☐ **III. Workers' Compensation.** Workers' compensation and employee insurance in an amount not less than \$_____, or as required by law.

☐ **IV. Automobile Insurance.** Automobile liability insurance in an amount not less than \$400000.



☐ V. _____

All insurance policies (☒ other than worker's compensation), shall name Landlord as an additional insured or interested party. Tenant will provide Landlord certificates evidencing the required insurance policies prior to the start date of the Term.

20. Waiver of Subrogation. Landlord and Tenant each waive any and all claims or rights to recovery against the other Party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this Agreement. Landlord and Tenant will cause each insurance policy carried by Landlord or Tenant relating to the Site to include or allow a full waiver of any subrogation claims.

21. Indemnification. To the extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord from any and all claims, actions, liabilities, suits, demands, damages, losses, or expenses, including attorneys' fees, arising out of or relating to (i) Tenant's use and occupancy of the Site, (ii) any work done by or on behalf of Tenant on the Site, (iii) Tenant's negligence or willful misconduct, and/or (iv) Tenant's breach or default of any of the terms of this Agreement, provided however, Tenant's obligations under this section shall not extend to any claims actions, liabilities, suits, demands, damages, losses, or expenses arising from the sole negligence or willful misconduct of Landlord.

22. Access to Site. Landlord or its agents may have access to the Site at reasonable times to inspect the Site, to make any necessary repairs, to show the Site to prospective lenders or buyers, and as otherwise needed to perform its obligations under this Agreement.

23. Default. The following shall each constitute an "Event of Default" by Tenant:

- A. Tenant fails to make any required payment due under this Agreement.
- B. Tenant fails to perform any obligation or condition or to comply with any term or provision of this Agreement.
- C. Tenant files a petition for bankruptcy, reorganization or similar relief, or makes an assignment for the benefit of creditors.
- D. _____
- E. _____
- F. _____

24. Termination by Landlord. Upon the occurrence of an Event of Default by Tenant which continues for a period of 10 days after receiving written notice of the default from Landlord, Landlord has the right to terminate this Agreement and take possession of the Site. Landlord's rights hereunder shall be in addition to any other right or remedy now or hereafter existing at law or equity.

25. Termination by Tenant. In the event of a breach by Landlord of any of its obligations, covenants, or agreements under this Agreement which continues for a period of 7 days after receiving written notice of



the breach from Tenant, Tenant has the right to terminate this Agreement, upon written notice to Landlord, without penalty. Landlord shall return to Tenant any prepaid or prorated rent if Tenant terminates this Agreement pursuant to this section.

26. Surrender of the Site. Tenant shall return the Site to Landlord upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within 7 days following the termination of this Agreement, Tenant will remove all equipment, materials, fixtures and other personal property belonging to Tenant from the Site. Any property left on the Site after 7 days following the termination of this Agreement will be deemed to have been abandoned by Tenant and may be retained by Landlord.

27. Registration of the Lease. The parties shall, to the extent required by law and practice, properly register this Lease Agreement with the relevant Land Registry Office, and any other relevant government office that may serve as a place for registering or recording leases, within 45 days from the date that this Lease Agreement is executed.

28. Subordination. This Agreement and Tenant's right hereunder shall be subject and subordinate in all respects to any mortgage, deed of trust, or other lien now or hereinafter incurred by Landlord. Upon request of Landlord, Tenant will enter into a subordination agreement or other customary form as required by the lien holder.

29. No Partnership. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture or any other fiduciary relationship between the Parties other than that of Landlord and Tenant. Neither Party is authorized to act as an agent or on behalf of the other Party.

30. Condemnation. In the event that all or a material portion of the Site necessary for Tenant's Permitted Use of the Site is taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the right of eminent domain, this Agreement shall terminate on the date of such taking, and all rent under this Agreement shall be prorated and paid to such date. In the event such taking is less than a material portion of the Site, this Agreement shall remain in full force and effect; provided however, the rent due under this Agreement shall be reduced to such extent as may be fair and reasonable under the circumstances. Landlord and Tenant shall each be entitled to receive and retain such separate awards and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings.

31. Limitation of Liability. Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord.

32. Assignment and Subletting. Tenant will not assign this Agreement as to all of or any portion or the Site or make or permit any total or partial sublease or other transfer of all of or any portion of the Site without Landlord's consent.



33. Quiet Enjoyment. If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peaceably and quietly hold and enjoy the Site during the Term.

34. Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act other than Tenant's obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay.

35. Notices. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent by overnight courier service or sent via certified or registered mail, addressed to Landlord or Tenant at the address stated above, or to another address that either Party may designate upon reasonable notice to the other Party.

36. Further Assurances. Each Party hereto agrees to execute and deliver any additional documents and to do all such other acts as may be necessary to carry out this Agreement and each Party's rights and interests in this Agreement.

37. No Waiver. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.

38. Severability. If any provision of the Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

39. Successors and Assignees. This Agreement will inure to the benefit of and be binding upon the Parties and their respective permitted successor and assigns.

40. Governing Law. The terms of this Agreement shall be governed exclusively by the laws of the State of Georgia, without regard to its conflicts of laws rules.

41. Disputes. Any dispute arising from this Agreement shall be resolved through: (Check one)

- ☐ Court litigation. Disputes shall be resolved in the courts of the State of _____.
- ☐ If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.



☐ Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

☐ Mediation.

☒ Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

43. Amendments. This Agreement may not be modified except in writing signed and acknowledged by both Parties.

44. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same document.

45. Headings. The section heading herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision in this Agreement.

46. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior agreements of the Parties, whether oral or written, with respect to the Site.

47. Miscellaneous. Granted only 300 foot of land area located extreme other end of the building address 5738 S Chestatee Ste, Dahlonega, GA 30533, Not the building space or any adjacent property is on lease terms of the building space.

IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives have executed this Agreement as of the Effective Date.

Landlord Signature

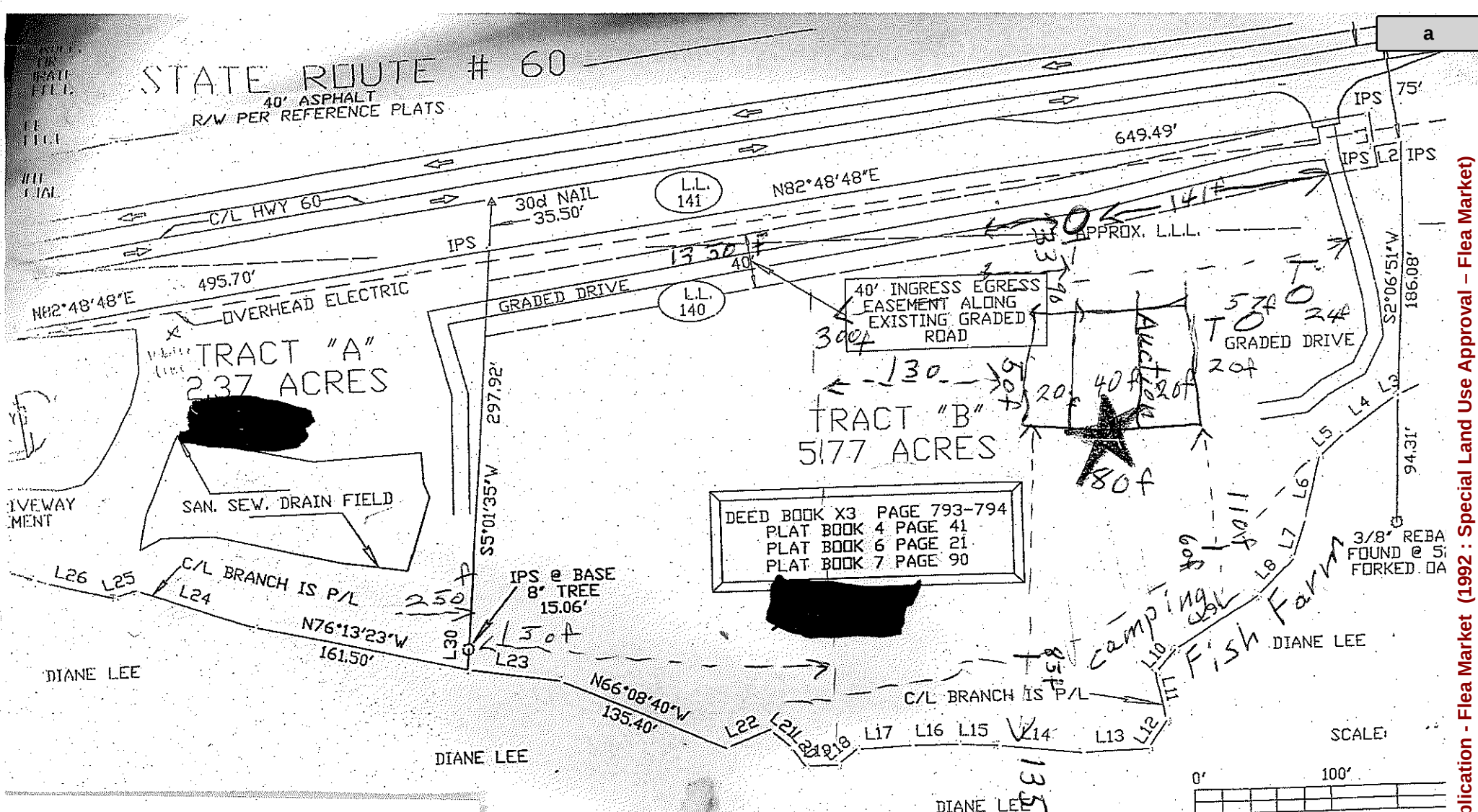
Landlord (A2S Group LLC)

Tenant Signature

Tenant (Tommy Rainey)

STATE ROUTE # 60

40' ASPHALT
R/W PER REFERENCE PLATS



Rita Harkins

Clerk of Courts
Superior, Juvenile & Magistrate
325 Riley Road, Room 108
Dahlonega, GA 30533

office: 706-864-3736 fax: 706-864-5298
rita.harkins@gsccca.org



42. A \$187,000 pr acr
B \$91,500 pr acr
~~A \$187,000 pr acr~~
~~B \$91,500 pr acr~~

LEGEND:
L.L. = LAND LOT LINE
IPS = IRON PIN SET #4 REDAR

PLAT OF SURVEY
HOYT ROBINSON

8.14 ACRES
LAND LOTS 140 & 141
11TH LAND DISTRICT ORIGINALLY
HALL COUNTY NOW
LUMPKIN COUNTY, GEORGIA

MICHAEL SKE

Packet Pg. 18

Deerfield Flea Market. Because I don't know what's gonna happen, the following will be for the future. We are starting with 50 tables and a port-a-john. As we grow we are gonna add more tables and port-a-johns. We will also add an Auction. They will be 1 night for (A week) each: Junk, Antiques, cars, and animals.

Then we will add a fishing/camping area. There will be fishing tournaments for children and Adults for the biggest/most fish. There will also be a fish farm. Camping on the creek will have 50 tents. We will also add BBQ, boiled peanuts (4 kinds), hotdogs & hamburgers, meat skins, ~~and~~ etc. There will be 3 BBQ pits. 1 for vendors, 2 for churches, civic groups, fire stations, high schools, or anyone who wants to make side money.

6 outside brick ovens (Indian bread making). Music - Bluegrass, Gospel. Tap dancing, Kids music tryouts. There will also be Holiday events including: Thanksgiving dinner, Santa in the park, Christmas dinner, New Years celebration (w/ fireworks), and a Banana pudding festival for the 4th of July. (Free toys given to children for Christmas.)

Tommy Rainey
Anything to help the Community's people

Also... Please write suggestions. _____

Toll Free: 800-241-8339

In Georgia: 770-447-1928



AKERS BUILDING SYSTEMS, INC.
3300 Holcomb Bridge Rd., Suite 201
Peachtree Corners, Georgia 30092

Sales Fax: 770-662-5053

Customer Service Fax: 770-368-1969

Quote #: 112816
Quote Date: 01/07/2021
Good Thru: 01/08/2021

Purchaser: LANNY SHADBURN
Primary Contact: LANNY SHADBURN
Address: 2960 KEITH BRIDGE RD

Phone: (770) 356-2011
Cell: _____
Fax: _____
E-mail: lannyshadburn@att.net

Date: 1/7/21
Sales Rep: CAROLYN AKERS
Building #: 1 of 1

City: CUMMING County: LUMPKIN State: GA Zip: 30041

CUSTOMER IS HEREBY PRESENTED A PROPOSED CONTRACT FOR THE STEEL BUILDING BELOW:

Width: 99'6"	Length: 100	Eave Height: 20
Code: IBC 2018	Snow Load: 10	Wind Load: 110 EX B
Building Profile: GABLE CLEAR SPAN	Column Type: STANDARD	Girt Condition: STANDARD
Bay Spacing: 25	Roof Pitch: 2:12	Roof Type: 26 ga pbr
Roof Color: UNDEFINED	Wall Color: UNDEFINED	Trim Color: UNDEFINED

Special Specifications: 5 # COLLATERAL LOAD

Anchor Bolt Drawings; Stamped Certified Drawings: State Of GA

LABOR IS NOT INCLUDED IN MATERIAL TOTAL BELOW: LABOR BY OTHERS.

QUANTITY		DESCRIPTION		ACCESSORIES FOR BUILDING	BASE PRICE:	\$82,640.00
						ADD'L PRICE
3		Walk in Door Size: 3070 COMPLETE W/ WEATHERSTRIP				INCL
		Walk in Door Size:				
		Ventilator:				
ROOF & WALLS		Sq Ft of Insulation	Thickness: 3"	Backing: WHITE VINYL REINFORCED		INCL
2		Windows Type:	HORIZONTAL SLIDE INS	Size: 3 X 3		INCL
		Light Panel:		Size:		
2		Large Door Type:	ROLL UP WITH TOP DRAFT STO	Size: 12 X 14		INCL
				Size:		
				Size:		
2		Framed Openings:	Size: 12 X 14	FULL COVER TRIM		INCL
			Size:			
			Size:			
		Eave Condition:	GUTTER AND DOWNSPOUTS			INCL
		Fasteners:	LONG LIFE	Base Option: BASE ANGLE W/TRIM		INCL
		Louvers:				
		Other:	SEE OTHER ITEMS ADDENDUM.			INCL
		Other:				
		Components:				

30 % of Contract Price Due Upon Acceptance:

Balance due in Cashiers Check Prior to Unloading:

Special Instructions: ADD \$ 2144 TO CHANGE ROOF AND TRIM TO KYNAR CHARCOAL GRAY

BUILDING & ACCESSORIES SUBTOTAL:

FREIGHT:

OTHER: 7% sales tax

TOTAL:

Estimated Delivery: _____ Weeks

Accepted by Purchaser this the _____ day of _____ 2021

X

Approved and Accepted by Arco Building Systems

Title

_____ day of _____ 2021

Packet Pg. 20

Attachment: SLUA Application - Flea Market (1992 : Special Land Use Approval - Flea Market)

