PHASE I ENVIRONMENTAL SITE ASSESSMENT
JT BALL GROUND LP
CANTON HIGHWAY
BALL GROUND, CHEROKEE COUNTY, GEORGIA

Maxis Project No.: 1-12-324A

Prepared for:

JT Ball Ground LP
2409 Bemiss Road
Valdosta, GA 31602

and
Georgia Department of Community Affairs
Office of Affordable Housing

and
Georgia Housing and Finance Authority
60 Executive Park South, N.E.
Atlanta, Georgia 30329

Prepared by:

Maxis Engineering, LLC.
1100 Howell Bridge Road
Ball Ground, Georgia 30107

June 11, 2012

MAXIS
ENGINEERING

ENVIRONMENTAL CONSULTANT SIGNATURE PAGE FOR PHASE I REPORTS

June 11, 2012

To: Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, Georgia 30329-2231

Ladies/Gentlemen:

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in § 312.10 of 40 C.F.R. 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed all appropriate inquiries in conformance with the standards and practices set forth in 40 C.F.R. Part 312.20

6/11/12
Date

Environmental Professional

We have performed a Phase I Environmental Site Assessment of Canton Highway, Ball Ground, Cherokee County, Georgia in conformance with the scope and limitations of 40 C.F.R. Part 312 and ASTM E 1527-05 Any exceptions to, or deletions from this practice, are described in Section 2.6 of this report. We certify that the Phase I was performed by a qualified Environmental Professional meeting the requirements set forth in 40 C.F.R. § 312.10(b).

6/11/2012
Date

Principal of Consultant

6/11/2012
Date

GEORGIA REGISTERED No. 25819 PROFESSIONAL ENGINEER BARRY D. HOLBERT

Professional Geologist or Professional Engineer

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LIST OF ACRONYMS

AAI	All Appropriate Inquiry	MLTS	Material Licensing Tracking System
ACM	Asbestos-Containing Material	MOR	Monitoring Only Report
ACBM	Asbestos-Containing Building Material	MSL	Mean Sea Level
AIRS	Aerometric Information Retrieval System	MTBE	Methyl Tertiary Butyl Ether
AST	Aboveground Storage Tank	MW	Monitoring Well
ASTM	American Society for Testing of Materials	NFA	No Further Action
BDL	Below Detection Limit	NFAP	No Further Action Planned
bgs	Below Ground Surface	NAPL	Non-Aqueous Phase Liquid
BTEX	Benzene, Toluene, Ethylbenzene, Xylenes	NPL	National Priority List
CAP	Corrective Action Plan	NWI	National Wetland Inventory
CESQG	Conditionally Exempt SQG	O&M	Operation and Maintenance
CERCLIS	Comprehensive Environmental Response Compensation and Liability Information System	ORC	oxygen release compound
COCs	Contaminants of Concern	ORP	oxidation reduction potential
CORRACTS	Corrective Action Report	OW	observation well
CTS	Complaint Tracking System	OWS	oil water separator
CW	Compliance Well	PADS	PCB Activity Database System
DCA	Department of Community Affairs	PAH	polynuclear aromatic hydrocarbons
DNR	Department of Natural Resources	PID	photoionization detector
DPE	Dual-Phase Extraction	PMW	proposed monitoring well
DRO	Diesel Range Organics	ppb	parts per billion
EDR	Environmental Data Resources, Inc.	ppm	parts per million
EPA	Environmental Protection Agency	PVC	polyvinyl chloride
EPD	Environmental Protection Division	pVIC	Potential Vapor Intrusion Condition
ERNS	Emergency Response Notification System	RAAT	RCRA Administrative Action Tracking System
ESA	Environmental Site Assessment	<RL	below reporting limits
FEMA	Federal Emergency Management Agency	RCRA	Resource Conservation Recovery Act
FFD	Fuel Fluorescence Detector	RCRIS	Resource Conservation Recovery Info.
FINDS	Facility Index System	RECs	recognized environmental conditions
FIRM	Flood Insurance Rate Map	ROD	Record of Decision
FTTS	TSCA Tracking System	ROW	Right of Way
GDOT	Georgia Department of Transportation	SARA	Superfund Amend. and Reauthorization Act
GHFA	Georgia Housing Finance Authority	SQG	Small Quantity Generator
GRO	Gasoline Range Organics	SVOC	Semi-volatile organic compounds
HMIRS	Haz. Materials Information Reporting System	TFR	total fluid recovery
HUD	Housing and Urban Development	TMW	temporary monitoring well
HSI	Hazardous Site Inventory	TPH	Total Petroleum Hydrocarbons
HSRA	Hazardous Site Response Act	TRI	Toxic Release Inventory
HSRP	Hazardous Sites Response Program	TRIS	Toxic Chemical Release Inventory System
ICIS	Integrated Compliance Information System	TSCA	Toxic Substance Control Act
LBP	Lead-Based Paint	TSDF	Treatment Storage and Disposal Facility
LQG	Large Quantity Generator	ug/L	Micrograms Per Liter
LUST	Leaking Underground Storage Tank	USGS	United States Geological Survey
MCL	Maximum Contaminant Levels	UST	Underground Storage Tank
MEME	Mobile, Enhanced, Multi-phase Extraction	USTM	Underground Storage Tank Management
mg/kg	milligrams per kilogram	VOCs	Volatile Organic Compounds
mg/L	milligrams per liter	VIA	Vapor Intrusion Assessment
MINES	Mines Master Index File	VIC	Vapor Intrusion Condition

1.0 EXECUTIVE SUMMARY

1.1 Location and Legal Description of the Property

The property, hereafter referred to as the "subject property," is located on the eastern side of Canton Highway in Ball Ground, Cherokee County, Georgia, which is near the intersection of Canton Highway and Coy M. Holcomb Drive. The subject property consists of twelve parcels, which are incorporated into five tracts, totaling approximately 11 acres of partially developed commercial property. JT Ball Ground LP is proposing to construct multi-family apartment housing on the subject property.

The legal descriptions for the parcels that comprises the subject property, as indicated on the recorded deed, is as follows:

Parcel Number	***Acreage***	***Current Owner***	***Tract Number****
03N01C 001	0.200 acres	Habersham Bank c/o SCBT Community Bank	1
03N01C 002	0.130 acres	Habersham Bank c/o SCBT Community Bank	1
03N01C 003	0.130 acres	Habersham Bank c/o SCBT Community Bank	1
03N01C 004	0.250 acres	Habersham Bank c/o SCBT Community Bank	1
03N01C 005	0.250 acres	Habersham Bank c/o SCBT Community Bank	1
03N01C 006	0.160 acres	Habersham Bank c/o SCBT Community Bank	1
03N01C 007	0.180 acres	Habersham Bank c/o SCBT Community Bank	1
03N01C 008	0.400 acres	Habersham Bank c/o SCBT Community Bank	1
03N01C 009	0.230 acres	Habersham Bank c/o SCBT Community Bank	1
03N01C 009A	0.420 acres	Habersham Bank c/o SCBT Community Bank	3
03N01C 087M	2.260 acres	Habersham Bank c/o SCBT Community Bank	4 and 5
03N01C 087N	6.42 acres	Habersham Bank c/o SCBT Community Bank	1 and 2

*The parcels that comprise each tract are listed in the table. The tracts are shown on **Figure 5**.

Deed Book **10761** Pg **478**
Filed and Recorded 8/24/2009 1:10:42 PM

Transfer Tax $0.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Return after recording to:
Thomas E. Austin, Jr., Esq.
3490 Piedmont Road, N.E.
Suite 1005
Atlanta, Georgia 30305

DEED UNDER POWER

STATE OF GEORGIA
CHEROKEE COUNTY

THIS INDENTURE, made this 4th day of August, 2009, by Ball Ground Investments, LLC, acting by and through its duly appointed agent and attorney-in-fact, Habersham Bank, as party of the first part (hereinafter referred to as "Grantor"), and Habersham Bank, as party of the second part;

WITNESSETH:

WHEREAS, said Grantor executed and delivered to Habersham Bank a Deed to Secure Debt, dated August 10, 2007, filed for record in Deed Book 9782, Page 105, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia (the "Deed to Secure Debt"), as modified by that certain Modification Agreement dated September 8, 2008, recorded in Deed Book 10359, Page 215, in the Office of the Clerk of Superior Court of Cherokee County, Georgia (the "Modification Agreement"; the Deed to Secure Debt and the Modification Agreement are hereinafter collectively referred to as the "Security Deed"), conveying the after-described property to secure the payment of a Universal Note and Security Agreement, dated September 8, 2008, in the original principal amount of $4,121,131.00 (the "Note") as described therein;

Deed BK 10761 PG 479

WHEREAS, default in the payment of the monthly installments under said Note occurred, and whereas by reason of said default, Habersham Bank elected, pursuant to the terms of said Security Deed and Note, to declare the entire principal and interest immediately due and payable; and

WHEREAS, said entire indebtedness still being in default, Habersham Bank, on behalf of said GRANTOR, and according to the terms of said Security Deed, did advertise said property for sale for four (4) consecutive weeks in the legal newspaper of said county wherein the Sheriff carries advertisements, namely The Cherokee Tribune, said dates of publication being July 10, 2009, July 17, 2009, July 24, 2009, and July 31, 2009; and

WHEREAS, pursuant to said advertisements, on the first Tuesday in August, 2009 (August 4, 2009), within the legal hours of sale at the usual place for conducting Sheriff's sales before the door of the Superior Court of Cherokee County, Georgia, Habersham Bank made the highest and best bid and said land was therefore knocked off to Habersham Bank for a bid of Two Million Four Hundred Twenty-Two Thousand and 00/100s Dollars ($2,422,000.00); and

NOW, THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the aforesaid Security Deed, the GRANTOR has bargained, sold, granted, and conveyed, and by these presents does hereby bargain, sell, grant, and convey to Habersham Bank, its successors, and assigns, the following:

TRACT I:

All that tract or parcel of land lying and being in Land Lot 138 of the 3rd Land District and 2nd Section of Cherokee County, Georgia, and being that certain tract as shown on survey prepared for Howell Bridge Crossing, LLC, by D&S Land Surveying, Inc., plat recorded in Plat Book 90, Page 10, Clerk's Office, Superior Court of Cherokee County, Georgia, to which plat reference is hereby made and incorporated herein, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

Less and except from the above described tract is that certain 1.3081 acres as shown on survey prepared for Howell Bridge Crossing, LLC by David W. Shirley, G.R.L.S. Plat recorded in Plat Book 91, Page 153, Clerk's Office, Superior Court of Cherokee County, Georgia, to which plat reference is hereby made and incorporated herein.

Property herein conveyed containing 2.26 acres, more or less.

Deed BK 10761 PG 480

TRACT II:

All that tract or parcel of land lying and being in Land Lots 79, 80, 137 and 138 of the 3rd District and 3rd Section of Cherokee County, Georgia, and being Tracts 1, 2 and 3, containing 7.75 acres, as shown on plat recorded in Plat Book 91, Page 39, Clerk's Office, Superior Court of Cherokee County, Georgia, to which plat reference is hereby made and incorporated herein, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

This property is sold subject to any right of the United States of America to redeem said property within one hundred twenty (120) days of the above-referenced foreclosure sale date to pay Federal Tax Lien(s). While no Federal Tax Liens were ascertained, the Internal Revenue Service was informed of the foreclosure sale as a precautionary measure through a Notice which was served via hand delivery on July 9, 2009.

Together with all and singular the rights, members and appurtenances thereto appertaining; also, all of the estate, right, title, interest, claim or demand of the said GRANTOR, its successors and assigns, legal, equitable, or otherwise whatsoever, in and to the same.

This property is conveyed subject to: (1) any outstanding ad valorem taxes, assessments, and any unpaid utility bills which may constitute a lien against the property; and (2) any security deeds, liens, and encumbrances existing when the above-described Security Deed was filed for record.

TO HAVE AND TO HOLD the said premises and every part thereof unto Habersham Bank, its successors and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in and full and ample a manner as the said GRANTOR, its heirs, successors and assigns, did hold and enjoy the same.

The notice of foreclosure sale as required by Georgia law in the form of a copy of the Notice of Sale Under Power submitted to the legal newspaper was provided to the debtor by certified mail, return receipt requested, at least 30 days prior to the foreclosure sale date.

COPY

Deed BK 10761 PG 481

IN WITNESS WHEREOF, Habersham Bank, as Agent and Attorney-in-Fact for GRANTOR, has hereunto affixed its hand and seal, the day and year first above written.

BALL GROUND INVESTMENTS, LLC,
by and through its agent and attorney-in-fact,
HABERSHAM BANK

By: _____
Name: Eddie Hoyle
Title: SVP

Attest: _____
Name: Kathy Turpin
Title: Vice President

Signed, Sealed and Delivered
in the presence of:

_____
Notary Public

(OFFICIAL SEAL)
NOTARY PUBLIC
STATE OF GEORGIA
STEPHENS COUNTY
STACY MILLER
My Commission Expires Dec. 28, 2012

_____
Unofficial Witness

COPY

The legal description is also included in **Appendix D**.

1.2 Environmental Concerns and Conclusions

Maxis Engineering, LLC (Maxis) performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527 for the subject property, which is northeast of the intersection at Canton Highway and Howell Bridge Road Extension in Ball Ground, Cherokee County, Georgia.

This assessment revealed no evidence of *RECs* in connection with the subject property. Additionally, four non-scope issues (wetlands, state waters, flood plains, and endangered species) were identified on-site and are addressed in this report.

1.2.1 On-Site

No *RECs* were identified in connection with the subject property.

The following four non-scope issues were identified on-site: wetland, flood plains, State Waters, and endangered species.

A tributary of Sharp Mountain Creek is located along the eastern property line. Based on observations and a Wetland Survey completed by Acer Environmental, Inc. in November 2004, the tributary would be considered a Riverine wetland, and appears to be bound by the stream banks. No construction will be completed within the channel boundaries at the subject property.

A tributary of Sharp Mountain Creek is located along the eastern property line. The FIRM does not show any flood plains associated with the tributary; however, Woodward Consulting, Inc. completed a stormwater assessment for the tributary in May 2005 and estimated the 100-year high water elevation line adjacent to the tributary. Based on interviews, the subject property did not flood during the estimated 200-year flood event in September 2009. No construction will be completed within the calculated 100-year flood plain at the subject property.

A tributary of Sharp Mountain Creek is located along the eastern property line. The tributary is considered a State Water and will be “subject to the stream buffer regulations of the Georgia Erosion and Sediment Control Act of 1975, as amended.” Per the required buffer, no construction will be completed within 25 feet of the tributary at the subject property.

The tributary of Sharp Mountain Creek located along the eastern property line of the subject property could be considered critical habitat for the Cherokee Darter. Ms. Sandra Tucker, with the U.S. Fish and Wildlife Service, indicated that the federally listed species, the Etheostoma scotti, commonly known as the Cherokee Darter, is known to inhabit the tributary of Sharp Mountain Creek located on the subject property. According to Ms. Tucker, should the “new construction comply with the Georgia erosion and sediment control laws and the Georgia Stormwater Management Manual…” the construction activities on the site “are not likely to cause additional impact to, and may benefit, Cherokee darters and/or their habitat, by”, by reducing run-off. All new

construction on the site will adhere to the Georgia erosion and sediment control laws and the Georgia Stormwater Management Manual.

1.2.2 Off-Site

The Vapor Encroachment Screening (VES) conducted for the subject property identified two UST sites, the Cherokee Elementary site and the Mountain Express #109 Chevron site, and one LUST site, the Cherokee Elementary site, within the primary area of concern, 1/3-mile and 1/10-mile, respectively. However, the VES revealed that the UST sites and the LUST site are outside the critical distances as defined by ASTM; therefore, it was presumed unlikely that a Vapor Encroachment Condition (VEC) exists for this UST sites or the LUST site; therefore, no additional assessment was recommended.

Adjoining properties were observed to be developed with mostly residential developments and commercial developments. Regulatory database information identified two regulated facilities within the prescribed search distances of the subject property. Based on distance and topographic relationship relative to the subject property, these two regulated facilities do not represent *RECs*.

No off-site *RECs* were identified.

1.3 Recommendations

1.3.1 On-Site

Maxis recommends that no construction be completed within the 100-foot impervious buffer applicable at the subject property, per DCA requirements. The Users will request an Expanded Preliminary Jurisdictional Determination from the US Army Corps of Engineers no later than 60 days of notice of award of funds. The Users will abide by the regulations of the Georgia Erosion and Sediment Control Act of 1975, as amended, and appropriate erosion and sediment control will be utilized during the proposed construction

1.3.2 Off-Site

Maxis had no recommendation for off-site properties.

2.0 INTRODUCTION

2.1 Background

The purpose of this Phase I ESA was to identify, to the extent feasible following the processes described herein, *RECs* in connection with the subject property. This Phase

I ESA was completed in accordance with our understanding of the guidelines set forth in ASTM E 1527-05 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* and the requirements set forth in the DCA Office of Affordable Housing 2012 Environmental Manual. This Phase I ESA was completed to ascertain whether the subject property is environmentally suitable for construction of multifamily housing.

ASTM defines a *REC* as the "presence or likely presence of hazardous substances or petroleum products on the property under conditions that indicate an existing release, a past release, or a material threat of a release of hazardous substances or petroleum products into the structures on the property or into the ground, groundwater, or surface water of the property." The term does not include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of enforcement action if brought to the attention of appropriate governmental agencies.

Maxis has performed All Appropriate Inquiry into the previous ownership and use of the subject property consistent with good commercial or customary practice as defined by ASTM; this will qualify a party to a commercial real estate transaction for one of the threshold criteria for satisfying the Landowner Liability Protections to CERCLA liability, assuming compliance with other elements of the defense.

2.2 Procedures

This Phase I ESA consists of five major tasks; records review, site reconnaissance, interviews, assessment of the non-scope issues for Phase I ESAs outlined by DCA, and report preparation.

Task 1 - A review of reasonably ascertainable and practically reviewable public records for the site and the immediate vicinity was conducted to characterize environmental features of the site and to identify past and present land use activities, on or in the vicinity of the site, which may indicate a potential for *RECs*. The review of the public record included:

- Examination of available regulatory records regarding past, present, and pending enforcement actions and investigations at the subject property and within the immediate vicinity.

- Examination of one or more of the following resources: aerial photographs, fire insurance maps, street directories and topographic maps of the site and vicinity for evidence suggesting past uses that might have involved hazardous substances or petroleum products.

Task 2 - A site reconnaissance was performed to identify visual signs of past or existing contamination on or adjacent to the site, and to evaluate any evidence found in the

review of public records that might be indicative of activities resulting in hazardous substances or petroleum products being used or deposited on the site. The site reconnaissance included the following activities:

- A visual reconnaissance of accessible areas of the site was performed to observe signs of spills, stressed vegetation, buried waste, underground or above ground storage tanks, subsidence, transformers, or unusual soil discoloration which may indicate the possible presence of contaminants on the properties. Adjacent properties were primarily observed from the subject property.

- The periphery of the property was viewed and a drive-by survey of areas within an approximate one-mile radius of the subject property was conducted.

- Areas of the site were photographed to document the current use(s) of the property as well as significant conditions such as unusually discolored soil, stressed vegetation, or other significant features associated with the property.

Task 3 - As required by the DCA Office of Affordable Housing 2012 Environmental Manual, Maxis addressed wetlands, state waters, floodplains/floodways, noise, water leaks/mold/fungi/microbial growth, radon gas, asbestos, lead-based paint, lead in drinking water, polychlorinated biphenyls (PCBs), endangered species, other hazardous considerations, and historic preservation. In addition, DCA's environmental forms including the environmental certification, and property log and information checklist, are included with this report.

Task 4 - Interviews with appropriate local officials were conducted to consider any local knowledge of hazardous substances or petroleum products on the subject property or on adjacent properties. In addition, Maxis interviewed the current property owner regarding his knowledge of any hazardous substances or petroleum products on the subject property or on adjacent properties.

Task 5 - The collected data were evaluated, and this report was prepared.

2.3 Significant Assumptions

The slope of the water table under static conditions (no pumping interference) often approximates the land surface topography in the geologic province in which the subject property is located. Thus, the movement of groundwater is assumed to be in approximately the same direction as that of the topographic slope. Contaminant releases from nearby facilities can migrate with the groundwater.

2.4 Qualifications of Personnel/Documentation of Qualifications as an "Environmental Professional"

Maxis provides a broad range of environmental services, including site assessments for real estate transactions. Maxis has over 70 years of collective knowledge and experience in the environmental consulting industry throughout the southeastern United States.

The professionals for this project are Ms. Rebecca K. Donnelly and Mr. Barry D. Holbert. Ms. Donnelly has over eleven years of experience in the environmental field and meets the ASTM E 1527-05 definition of an Environmental Professional. Mr. Holbert has over eighteen years of experience conducting Phase I environmental assessments, including field investigations, regulatory research, and report preparation. Mr. Holbert is a licensed Professional Engineer in Georgia.

Resumes for the aforementioned environmental professionals are included as **Appendix I**.

2.5 Assessment of Specialized Knowledge or Experience of User and/or "Environmental Professional"

Mr. Steve Johnson, Project Coordinator with JT Ball Ground LP, was interviewed as a User of this report on May 7, 2012. Mr. Johnson responded that he was not aware of any environmental liens, deed restrictions, engineering or institutional controls, or other activity and use limitations related to the subject property. Further, Mr. Johnson stated that he did not possess any actual or specialized knowledge or experience that is material to any potential *REC* in connection with the subject property. Mr. Johnson stated that he was not aware of any commonly known or reasonably ascertainable information within the local community that is material to any potential *REC* in connection with the subject property. Mr. Johnson reported that the purpose for this assessment was to satisfy the DCA environmental requirements associated with applying for low-income house tax credits for the subject property. The User Questionnaire is included in **Appendix H**.

2.6 Limitations and Exceptions

The findings of this report are applicable and representative of conditions encountered at the subject property on the date of this evaluation, and may not represent conditions at a later date. Materials and information used for this project were obtained by Maxis from "reasonably ascertainable" and "practically reviewable" sources in compliance with our understanding of the standards set forth by ASTM E 1527-05. The review of public records was limited to information that was available to us at the time this report was prepared. Interviews with knowledgeable people and local and state government authorities were limited to those people whom we were able to contact during the preparation of this report. We presume information obtained from the public records and from interviews is reliable. In the event responses requested from public agencies

are provided to us following the submittal of our report, they will be forwarded to the client in the form received for evaluation by the client.

Although this report generally satisfies ASTM E 1527-05, these results are not a guarantee or warranty that no environmental conditions exist, or that the property is free from all contamination. The opinions presented in this report are based on findings derived from a site reconnaissance, a review of specified regulatory records and historical sources, and comments made by interviewees.

JT Ball Ground LP, the Georgia DCA, and the GHFA may use and rely upon the information contained in this report.

Maxis is not affiliated with the owner/developer or a buyer or seller associated with the subject property in any capacity other than environmental consultant.

2.7 Special or Additional Conditions or Contract Terms

This report is provided for the use of our client, JT Ball Ground LP Additionally, DCA and the GHFA may rely upon this report. Use of and reliance on the report by any additional parties will be at such parties' risk, and Maxis disclaims liability for any use or reliance by other parties. The client may request, in writing, additional reports naming another party or parties as addressee(s), or otherwise entitling the party or parties to rely on this report for an additional fee, provided the request is made within six months of the date of this assessment and environmental conditions are unchanged. Such requests for additional addressees shall include the name and addresses of the additional addressee and any suggested wording the additional addressee wishes Maxis to consider for inclusion in the report. Maxis shall have sole discretion in (1) approving client's request for issuance of reports to additional addressees, and (2) incorporating in our report any additional wording or deletions requested by the additional addressees.

3.0 SITE SETTING

3.1 General Description of the Site and Vicinity

3.1.1 Current Site Use and Description

The subject property is located on the eastern side of Canton Highway just northeast of the intersection with Howell Bridge Road in Ball Ground, Cherokee County, Georgia. The subject property consists of approximately 11 acres and is bound on three sides by Canton Highway on western property line, Coy M. Holcomb Street along the northeastern property line and Valley Street on the eastern property line. The approximate location of the subject property is depicted on the USGS Topographic Map, presented as **Figure 1**. A National Wetland Inventory (NWI) Map and Soil Survey Map for the subject property are presented as **Figures 2** and **3**, respectively. The Flood Insurance Rate Map for the subject property and surrounding area are illustrated in

Figures 4. A Site Map depicting existing conditions (professional survey conducted by Landmarx, Inc. on April 25, 2012) is presented as **Figures 5**. Additionally, a Site Map illustrating the proposed conditions (conceptual development plan proposed for the subject property) is presented as **Figure 6**.

The subject property currently is partially developed with below grade storm sewers and sewer piping, above ground sewer piping stubs, concrete footers, electrical transformers, a retaining wall, and an asphalt paved road with concrete curbing. The aforementioned structures are associated with previous site development for quadraplexes and townhomes completed between 2005 and 2006. The development remains incomplete due to the market/economic conditions, which left the subject property in foreclosure.

No easements were visually identified on the subject property based on field observations at the time of the site reconnaissance. Based on the title records compiled by Landmarx, Inc. (LMX) and reviewed by Maxis, easements with Georgia Power, Nelson Ball Ground Telephone Company exist for the property. Additionally, cross access easements for maintenance, storm water flow and utilities are in place for the subject property. Restrictive covenants associated with the previous proposed development of quadraplexes and townhomes are in place for the subject property. According to the User, JT Ball Ground LP, they are aware of these covenants, and it will not impact the proposed development of the subject property. Based on the most recent professional survey performed by Landmarx, Inc., Canton Highway has a variable right of way, Coy M. Holcomb Drive has a 50-foot right of way and Valley Street has a 50-foot right-of-way.

3.1.2 Current Uses of Adjoining Properties

The adjoining property to the north is Coy M. Holcomb street, which is a two-lane street. The properties across Coy M. Holcomb Street are currently occupied by single, family residences, located along Old Canton Highway.

The adjoining property to the east is Valley Street, which is a two-lane street. The properties located across Valley Street are currently vacant with the exception of one property near the intersection of Valley Street and Howell Bridge Road extension which houses the Ball Ground Pharmacy and a doctor's office.

The adjoining property to the south is the Mountain Express Chevron.

The adjoining property to the west is Canton Highway, which is a 2-lane street. The properties located across Canton Highway are primarily residential, and an undeveloped commercial property located at the intersection of the Howell Bridge Road extension and Canton Highway.

3.1.3 Description of Structures, Roads, and Other Improvements

The subject property is currently partially developed with below grade storm sewers and sewer piping, above ground sewer piping stubs, concrete footers, electrical transformers, a retaining wall, and an asphalt paved road with concrete curbing. The aforementioned structures are associated with previous site development for quadraplexes and townhomes completed between 2005 and 2006. The subject property is bounded by Coy M. Holcomb Street (a two-lane street) to the north, by Canton Highway (a two-lane street) to the east, and by Valley Street (a two-lane street) to the west.

3.2 Hydrogeology

3.2.1 Geologic Setting

The subject property is located in the Piedmont Geologic Province of Georgia. The Piedmont is composed of metamorphic rocks with localized igneous intrusions. Residual soils encountered in the Piedmont are the product of in-situ chemical and physical weathering of the parent rock. Weathering is most advanced near the surface and decreases with depth. The near-surface soils are often clayey, grading to sandy silts or silty sands with increasing depth. In deeper residual soil strata, the banded structural appearance of the parent rock is evident. Partially weathered rock is encountered usually as a transition zone to underlying, relatively sound, continuous rock. This profile may be altered by man, by excavating or filling, and may be altered by erosion or deposition of alluvial soils.

3.2.2 Surface Drainage/Surface Waters

The topography of the subject property slopes down to the southeast. The following storm water features were observed at the subject property: eight drop inlets are located throughout the subject property and multiple asphalt and concrete curbing inlets are located throughout the subject property as well. The configuration of the underground storm water piping network could not be determined, however, the subject property's storm water appears to flow to the southeastern side of the property and into the tributary of Sharp Mountain Creek located along the eastern property line, which ultimately empties into the Etowah River.

3.2.3 Groundwater

The groundwater within the Piedmont is typically contained in an unconfined aquifer. The upper surface of the unconfined aquifer (water table) usually forms a subdued version of the overlying natural surface topography. Groundwater often appears within the soil mass overlying rock, and in the fractures, joints, and other secondary openings in the competent crystalline rock. Based upon the topographic map and site features, it appears that groundwater flow direction in the vicinity of the subject property would be to the southeast.

3.3 Wetlands

Maxis reviewed the U.S. Fish and Wildlife Service National Wetlands Inventory (NWI) Map for Northwest Atlanta, Georgia. According to the NWI map, no jurisdictional wetlands were identified within the boundary of the subject property. A copy of the NWI Map is presented as **Figure 2**.

The Cherokee, Gilmer, and Pickens County Soil Survey indicated Madison, Masada and Chewacla-Cartecay Complex soils are mapped on the subject property. Masada and Madison soils are well drained alluvial soils and Chewacla-Cartecay Complex soils are somewhat poorly drained soils. Madison and Masada soils are not included on the local or the national hydric soils list; however, Chewacla-Cartecay Complex is included on the local and national hydric soils list. A copy of the soil survey map is included as **Figure 3**.

According to a Wetland Survey completed by Acer Environmental, Inc. (Acer) in November 2004, the approximately 1,000 feet of tributary along the eastern property line is listed by Acer as Stream A. The site visit on April 30, 2012, confirmed that the tributary would be considered a wetland, based on the presence of wrested vegetation and base flow; however, the wetland associated with the tributary appeared to be bound by the channel boundaries.

Maxis evaluated the subject property for wetlands during the site reconnaissance conducted on April 30, 2012. Approximately 1,000 feet of a tributary of Sharp Mountain Creek is located along the eastern property line. The area within the channel of the tributary was observed as being inundated and appeared to have wrested vegetation which is indicative of wetland areas.

In order to verify hydric soils were not located within the top 12-inches outside the tributary banks, five soil borings were advanced to approximately 18-inches at 200 foot intervals along the tributary's western bank on May 25, 2012. Maxis determined that no hydric indicators were present within the top 18-inches. Maxis concurs with the 2004 Acer Wetland Survey which determined that the wetland associated with the tributary is a stream and is therefore bound by the channel boundaries. Acer's wetland surveyed map has been included as **Appendix U**.

No construction activities will be completed within the wetland boundaries per the Site Map (Proposed Conditions) included as **Figure 6**.

3.4 Floodplain/Floodway

Maxis reviewed the Federal Emergency Management Agency (FEMA) – Flood Insurance Rate Map (FIRM), Panel 13057C0159D dated September 29, 2006, for possible flood plains associated with the subject property. Based on the map, the entire subject property is located within Zone X, outside the limits of the 500-year (0.25%

chance) flood plain. According to the FEMA map, there are no flood-plains within 1,000-feet of the subject property. A copy of a portion of the FIRM which includes the subject property is illustrated in **Figure 4**.

An open-channel tributary of Sharp Mountain Creek, located along the eastern property line, was identified during the April 30, 2012 site reconnaissance conducted by Maxis. The tributary was identified by the Georgia EPD as a jurisdictional stream; however, the FIRM does not show any flood plains associated with the tributary on-site. The Site Map (Existing Conditions), which contains a base map constructed by LMX, includes the approximate location of the 100-year high water elevation as determined by Woodward Consulting, Inc. in May 2005. The Site Map (Existing Conditions) has been included as **Figure 5**. The May 2005 Stormwater Management Report submitted to LMX by Woodward Consulting, Inc. has been included in **Appendix U**.

According to interviews with the adjacent property employee, Ms. Rebecca Johnson, and longtime Ball Ground resident and former subject property owner Mr. Ashley Holcomb, the subject property did not flood during the September 2009 Hurricane Ivan flooding experienced in Cherokee County, which was estimated to be a 200-year storm. Interview documentation has been included in **Appendix H**.

No construction activities will be conducted within the applicable impervious buffer per the Site Map (Proposed Conditions) included as **Figure 6**.

3.5 State Waters

An open-channel tributary of Sharp Mountain Creek, located along the eastern property line, was identified during the April 30, 2012 site reconnaissance conducted by Maxis. According to Jennifer Hackney with the Georgia Environmental Protection Division (EPD), the tributary "satisfies criteria as detailed in the EPD *Field Guide for Determining the Presence of State Waters that Require a Buffer*." It has a "continuous defined channel with wrested vegetation and base flow." As such, the tributary is considered a State Water and it will be "subject to the stream buffer regulations of the Georgia Erosion and Sediment Control Act of 1975, as amended."

Per the required buffer, no construction will be completed within 25 feet of the tributary and appropriate erosion and sediment control will be utilized during the proposed construction. The Georgia EPD determination letter has been included in **Appendix U**. The required 25 foot buffer has been included on the Site Map (Proposed Conditions) included as **Figure 6**.

3.6 Endangered Species

Maxis reviewed the list of Federal and State-protected plant and animal species occurrence records from the Georgia Natural Heritage Inventory Program for the topographic quarter-quadrangle that includes the subject property. Four animal species, the Etheostoma scotti, commonly known as the Cherokee Darter; Hybopsis

lineapunctata, commonly known as the Lined Chub; Macrhybopsis sp., commonly known as the Coosa Chub; and Noturus nocturnes, commonly known as the Freckled Madtorn, and two plant species, Schisandra glabra, commonly known as Bay Star-vine; and Xerophyllum asphodeloides, commonly known as the Eastern Turkeybeard, were reported for this topographic quarter-quadrangle that includes the subject property.

Two State-listed protected animal species and one State-listed protected plant species were included in U.S. Fish and Wildlife Service listings for Cherokee County (updated May 2012). Critical habitat for the plant species was not identified on the subject property during the site reconnaissance performed on April 30, 2012; however, the tributary of Sharp Mountain Creek located along the eastern property line of the subject property could be considered critical habitat for one animal species, the Cherokee Darter.

Maxis submitted an Endangered Species Confirmation letter to Ms. Sandra Tucker, with the U.S. Fish and Wildlife Service, on May 18, 2012, requesting guidance. Ms. Robin Goodloe, with the U.S. Fish and Wildlife Service, responded to our correspondence and determined that based upon available information, the federally listed species, the Etheostoma scotti, commonly known as the Cherokee Darter, is known to inhabit the tributary of Sharp Mountain Creek approximately one kilometer from the subject property. Additionally, according to Ms. Goodloe, the portion of the tributary located on the subject property appears to be large enough to support the fish. Ms. Sandra Tucker, with the U.S. Fish and Wildlife Service submitted a letter to Maxis, stating that due to the current lack of storm water management on the property, should the “new construction comply with the Georgia erosion and sediment control laws and the Georgia Stormwater Management Manual…these management actions are not likely to cause additional impact to, and may benefit, Cherokee darters and/or their habitat.” A copy of correspondence with Ms. Goodloe and Ms. Tucker’s response is included in **Appendix P**.

4.0 REGULATORY INFORMATION

4.1 Data Review

4.1.1 Standard Environmental Record Sources

4.1.1.1 Sites Listed in Section 8.2.1 of ASTM E 1527-05 and in Exhibit B1

Maxis contracted EDR to conduct an environmental search and prepare a report compiling federal and state environmental database information from the regulatory records of the United States EPA, Tribal Agencies, and the Georgia Department of Natural Resources, EPD. The purpose of the EDR report was to identify environmental sites and activities within a radius of potential concern from the subject property, as outlined by ASTM E 1527-05 and DCA. Reference the table below for a list of the primary databases searched. The EDR report, including descriptions of the databases searched, and a map depicting the locations of the listed sites is included in **Appendix G**.

Table 1: Environmental Record Sources

Federal Environmental Record Sources

Database	Approximate Search Distance	Search Results (number of sites)
	1.25 mile	0
Proposed NPL	1.25 mile	0
DELISTED NPL	1.25 mile	0
NPL LIENS	0.25 mile	0
CERCLIS	0.75 mile	0
CERCLIS-NFRAP	0.75 mile	0
CORRACTS	1.25 mile	0
RCRIS-TSDF	0.75 mile	0
RCRIS-LQG	0.5 mile	0
RCRIS-SQG	0.5 mile	0
RCRA-CESQG	0.5 mile	0
RCRA-NonGen	0.5 mile	0
ERNS	0.25 mile	0
HMIRS	0.25 mile	0
CONSENT	1.25 mile	0
ROD	1.25 mile	0
TRIS	0.25 mile	0
TSCA	0.25 mile	0
FTTS	0.25 mile	0
PADS	0.25 mile	0
MLTS	0.25 mile	0
MINES	0.5 mile	0
FINDS	0.25 mile	0
RAATS	0.25 mile	0

State Environmental Record Sources

Database	Approximate Search Distance	Search Results (number of sites)
Hazardous Waste	1.25 mile	0
NON-HSI (Georgia)	1.25 mile	0

Database	Approximate Search Distance	Search Results (number of sites)
Landfills	0.75 mile	0
LUST	0.75 mile	**1**
UST	0.5 mile	**2**
Inst Control	0.75 mile	0
Drycleaners	0.5 mile	0
Spills	0.25 mile	0
Brownfields	0.75 mile	0
Historical Landfill (HIST-LF)	0.75 mile	0

Additional EDR Proprietary Environmental Record Source

Database	Approximate Search Distance	Search Results (number of sites)
Manufactured Gas Plants	1.25 mile	0

Tribal Records

Database	Approximate Search Distance	Search Results (number of sites)
Indian Reservations	1 mile	0
Indian LUST	0.75 mile	0
Indian UST	0.5 mile	0

The subject property was not identified in the regulatory database listings provided by EDR.

Two listings were specified in the database report within the search distances (as listed above). The following table summarizes the listings and sites identified:

Table 2: Database Listed Facilities

Facility Name and Address	Listed Distance, Direction & Relative Elevation	Database Listing	Comments
Mountain Express #109 155 East Howell Bridge Road, Ball Ground, GA 30107	157 ft west-southwest, Higher elevation	UST, Financial Assurance	The UST listing refers to the presence of one, 12,000-gallon gasoline, one 6,000-gallon gasoline, one 6,000-gallon diesel, one 4,000-gallon diesel, and one 2,000-gallon kerosene UST currently in use at the site. Additionally, one 2,000-gallon gasoline UST is on-site, however it is currently listed as "Temporarily Out of Use." Additionally the Financial Assurance database lists the site as being covered by private insurance. Due to relative proximity and the nature of the listings, this facility does not pose a significant environmental risk to the subject property.
Cherokee Elementary 145 Old Canton Road Ball Ground, GA 30107	864 ft northeast, Higher elevation	UST, LUST, Financial Assurance	The UST listing refers to the 500-gallon diesel UST closed by removal in May 2010. The LUST listing refers to the release of petroleum that was confirmed in June 2010, and was subsequently given an NFA. The Financial Assurance database lists the site as having no insurance. Due to relative proximity and regulatory status, this facility does not pose a significant environmental risk to the subject property.

As required by the DCA Property Log and Information Checklist, Maxis also conducted a search of CERCLIS/RCRIS sites within radius of one mile from the subject property using the EPA's Envirofacts Data Warehouse online database. No facilities are listed beyond those characterized above or in the EDR database listing within the relative ASTM search criteria radius. Additionally, no Toxic Release Inventory (TRI) listings were noted for the subject property.

Additionally, Maxis reviewed the Georgia Council on American Indian Concerns website (http://www1.gadnr.org/caic/), as well as a website which identifies geographic locations of Native American tribes of Georgia (http://www.native-languages.org/georgia.htm). According to information ascertained from these websites, no federally recognized tribes are located in Georgia. Three state recognized tribes are located in Georgia, but none of these tribes were known to exist at or adjacent to the subject property. According to Ms. Stephanie Joyner with the Cherokee County Historical Society, the Indian tribes surrounding Ball Ground lived along the Etowah River located approximately 3 miles to the east.

These sources did not contain information regarding environmental issues.

4.1.1.2 Orphan/Unmappable Sites

The EDR report also includes a list of "orphan" sites which were not able to be plotted due to inadequate, incorrect or incomplete geographic information. Maxis reviewed the list of "orphan" sites, as well as the EDR Zip Code Scan Report and did not identify additional sites within the ASTM designated approximate minimum search distance that would pose a significant environmental risk to the subject property.

4.1.2 Additional Environmental Record Sources

4.1.2.1 Local Brownfield Lists

Maxis contacted Mr. Eric Wilmarth, City Manager for Ball Ground on May 18, 2012 regarding local brownfield sites. According to Mr. Wilmarth, he is not aware of any list or records maintained by the City of Ball Ground regarding local brownfield sites.

4.1.2.2 Local Lists of Landfill/Solid Waste Disposal Sites

Maxis reviewed the U.S. EPA List of Municipal Solid Waste (MSW) Landfills in Georgia and the EPD list of solid waste facilities in Cherokee County. The lists confirmed that no MSW, inert, transfer, closed or in-closure landfill facilities are located within 1-mile of the subject property.

Maxis contacted Mr. Eric Wilmarth, City Manager for Ball Ground, on May 18, 2012 regarding local landfill sites. According to Mr. Wilmarth, Cherokee County has two public landfills and one private landfill. The municipal landfill, Pine Bluff, is located at 13809 East Cherokee Drive in Ball Ground, Georgia approximately 4 miles south of the subject property. The construction and demolition land fill, Cherokee Landfill, is located at 6285 Ball Ground Highway in Ball Ground, Georgia approximately 2 miles southwest of the subject property. The private landfill, Cherokee County – Swims, is located at the Dixie Motor Speedway Track, in Woodstock, Georgia approximately 19 miles southwest of the subject property.

Maxis contacted Ms. Margret Stallings with the Cherokee County Planning and Zoning Department on May 21, 2012, regarding local landfill sites. According to Ms. Stallings, one municipal landfill, the Pine Bluff Landfill, which is located approximately 4 miles south of the subject property, serves Cherokee County and has an estimated additional 20 year capacity. Ms. Stallings indicated no additional landfill planning is being considered by Cherokee County at this time.

4.1.2.3 Local Lists of Hazardous Waste/Contaminated Sites

Maxis provided the Cherokee County Fire Marshalls office with a written request on May 22, 2012, regarding hazardous waste/contaminated sites near the subject property. According to Mr. Darrell Mitchell, Special Operations Chief, with Cherokee County Fire and Emergency Services, Cherokee County does not maintain records for local

hazardous waste/contaminated sites. Mr. Mitchell was not aware of any hazardous waste/contaminated sites near the subject property.

Maxis contacted Mr. Eric Wilmarth, City Manager for Ball Ground on May 18, 2012, regarding local contaminated sites. According to Mr. Wilmarth, he is not aware of any list or records maintained by the City of Ball Ground regarding local contaminated sites.

4.1.2.4 Local Lists of Registered Storage Tanks

Maxis provided the Cherokee County Fire Marshalls office with a written request on May 22, 2012, regarding a local list of registered storage tanks. According to Mr. Darrell Mitchell, Special Operations Chief, with Cherokee County Fire and Emergency Services, Cherokee County does not maintain records or a local list of registered storage tanks.

4.1.2.5 Local Land Records (for activity and use limitations)

Maxis contacted Mr. Eric Wilmarth, City Manager for Ball Ground on May 18, 2012, regarding local land use limitations. According to Mr. Wilmarth, he is not aware of any list or records maintained by the City of Ball Ground regarding land use limitations.

Maxis contacted Mr. Michael Chapman, with the Cherokee County Planning and Zoning Department and with the City of Ball Ground Planning Department on May 22, 2012, regarding local land use limitations. According to Mr. Chapman, he is not aware of any list or records maintained by the City of Ball Ground regarding land use limitations.

4.1.2.6 Records of Emergency Release Reports

Maxis provided the Cherokee County Fire Marshalls office with a written request on May 22, 2012, regarding emergency release activities at the subject property and in the immediate vicinity of the subject property. According to Mr. Darrell Mitchell, Special Operations Chief, with Cherokee County Fire and Emergency Services, he was unaware of any emergency response activities at the property or at any surrounding properties. Mr. Mitchell is not aware of any other records maintained by Cherokee County regarding emergency response activities.

4.1.2.7 Records of Contaminated Public Wells

Maxis contacted Mr. Eric Wilmarth, City Manager for Ball Ground on May 18, 2012, regarding local groundwater use permits. According to Mr. Wilmarth, the only public water well in the vicinity is located near Gilmer Ferry Road and is used by the City of Ball Ground as it's main water source. Mr. Wilmarth indicated that the City of Ball Ground does not maintain records of local groundwater use permits or contaminated public wells.

Maxis contacted Mr. Clint Blackwell with the Cherokee Water Department on May 22, 2012 regarding local groundwater use permits. According to Mr. Blackwell, Cherokee

County does not maintain records of local groundwater use permits or contaminated public wells.

Maxis contacted Ms. Amy Grice with the Cherokee County Health Department on May 23, 2012 regarding local groundwater use permits. According to Ms. Grice, the Cherokee County Health Department wasn't aware of any database used to maintain records of local groundwater use permits or contaminated public wells.

4.1.2.8 Planning Department Records

Maxis contacted Mr. Eric Wilmarth, the City Manager for Ball Ground on May 18, 2012, to determine the zoning of the subject property. Mr. Wilmarth stated that the property is currently zoned traditional neighborhood development, which allows for single-family detached, single-family attached or multi-family dwellings. Additionally, the zoning allows for commercial properties to include retail, service, business, and professional offices.

4.1.2.9 Local/Regional Pollution Control Agency Records

Maxis contacted Mr. Eric Wilmarth, the City Manager for Ball Ground on May 18, 2012 regarding local pollution control records. According to Mr. Wilmarth, the City of Ball Ground does not maintain records for local pollution control records.

Maxis contacted Ms. Amy Grice with the Cherokee County Health Department on May 23, 2012, regarding local pollution control records. According to Ms. Grice, the Cherokee County Health Department does not maintain local pollution control records.

4.1.2.10 Local/Regional Water Quality Agency Records

The City of Ball Ground Water Department provides drinking water for properties in the vicinity of the subject property and is currently providing water for the subject property. The City of Ball Ground gets its water from a well located off Gilmer Ferry Road, approximately one mile from the subject property. The most recent annual water quality report indicated that the City of Ball Ground water supply is in compliance with the National Drinking Water Standards. Additionally, Mr. Eric Wilmarth, City Manager for Ball Ground, indicated that the Cherokee County Water Department is used as an alternate water source should the need arise. The Cherokee County Water Department draws it's water from the Etowah River. A copy of the 2010 Water Quality Report for Ball Ground and the 2011 Water Quality Report for Cherokee County is included in **Appendix Q**. Mr. Eric Wilmarth with the City of Ball Ground confirmed that the 2010 report was the most updated report on record.

4.1.2.11 Local Electric Utility Companies [for records related to polychlorinated biphenyls (PCBs)]

Maxis contacted the Mr. Matt Latham, with the Georgia Power, on May 31, 2012 regarding the electrical transformers located on the subject property. Mr. Latham confirmed that Georgia Power owns the transformers observed on the subject property

and is responsibile for their operation and maintenance. According to Mr. Latham, the transformers were installed at the site within the last five years and therefore they do not contain PCBs. Interview documentation is included in **Appendix H**.

4.1.2.12 Other

No other entities were interviewed.

4.2 Agency Contacts/Records

4.2.1 Local Fire Department Official

Maxis provided the Cherokee County Fire Marshalls office with a written request on May 22, 2012, regarding regarding any emergency release activities, USTs and ASTs located at the subject property and in the immediate vicinity of the subject property. Mr. Darrell Mitchell, Special Operations Chief, with Cherokee County Fire and Emergency Services, indicated he was unaware of any emergency response activities at the subject property or at any surrounding properties. Additionally, Mr. Mitchell was unaware of any USTs or ASTs located at the subject property or located at any adjacent properties.

4.2.2 State, Local, or Regional Health or Environmental Agencies

No additional interviews were conducted for the subject property.

4.2.3 Local Building Permit Agency Official

Maxis contacted Mr. Eric Wilmarth, City Manager for Ball Ground on May 18, 2012. According to Mr. Wilmarth, he is not aware of any list or records maintained by the City of Ball Ground regarding USTs, ASTs, land use limitations, contaminated wells, local land records, local brownfield, or pollution control records.

4.2.4 Local Groundwater Use Permit Agency Official

Maxis contacted Ms. Amy Grice with the Cherokee County Health Department on May 23, 2012, regarding local pollution control records. According to Ms. Grice, the Cherokee County Health Department does not maintain records for local pollution control.

Maxis contacted Mr. Eric Wilmarth, City Manager for Ball Ground on May 18, 2012, regarding local groundwater use permits. According to Mr. Wilmarth, the City of Ball Ground does not maintain records for local groundwater use permits.
Interview documentation is provided in **Appendix H**.

4.3 Interviews

4.3.1 Current Key Site Manager, Occupants, or Owners of the Property

The subject property was foreclosed on in August 2009 by Habersham Bank co SCBT Community Bank. Mr. Ronald Gailey, Assistant Vice President, with SCBT Community Bank, provided a User Questionnaire for the subject property on May 30, 2012. Mr. Gailey indicated he had no knowledge for the subject property. The Owner 55Questionnaire has been included in **Appendix H**.

The property is currently partially developed; therefore, no site manager or occupants were interviewed.

4.3.2 Current Owners or Occupants of Neighboring Properties

On May 15, 2012, Maxis interviewed Mr. Jeff Richardson with Ball Ground Pharmacy, owner of the business located at 470 Valley Street, Suite 100 in Ball Ground, Georgia, which is located across Valley Street from the subject property. Mr. Richardson indicated that he has worked for Ball Ground Pharmacy at this location for 3 years and that the subject property has been partially developed since his employment. Mr. Richardson had no additional information regarding potential environmental issues at the subject property. Interview documentation is provided in **Appendix H**.

On June 7, 2012, Maxis interviewed Ms. Rebecca Johnson with the Mountain Express Chevron, located at 155 Howell Bridge Road, in Ball Ground, Georgia, which is located directly adjacent to the subject property to the south. Ms. Johnson indicated she has been employed by the Mountain Express Chevron for four years and that the subject property has been partially developed since her employment. Ms. Johnson had no no additional information regarding potential environmental issues at the subject property. According to Ms. Johnson, no releases have been associated with the USTs on the Mountain Express property, and she was unsure of the date of the last compliance inspection. Interview documentation is provided in **Appendix H**.

4.3.3 Past Owners, Occupants, or Operators of the Property

Maxis interviewed Mr. Ashley Holcomb, with Excursion Properties, longtime resident of Ball Ground and previous developer of the subject property on April 30, 2012. Mr. Holcomb indicated that he purchased what would become the subject property around 2005, as Excursion Properties. Mr. Holcomb indicated the property contained a residential structure, a portion of Old Canton Highway, and the tributary of Sharp Mountain Creek. Mr. Holcomb indicated he was not aware of environmental issues with the residential structure, or the portion of Old Canton Highway. Interview documentation is provided in **Appendix H**.

4.3.4 User(s)

The Users are as follows: JT Ball Ground LP, which intends to purchase the subject property. Mr. Johnson completed a User Questionnaire Interview regarding the subject property on May 7, 2012. The User Questionnaire is included in **Appendix H**.

4.3.4.1 Title Records

Maxis was provided title documentation from LMX in May 2012. Public records of Cherokee County, Georgia were searched from November 1990 through August 2009. The chain-of-title indicated that the property is currently owned by Habersham Bank c/o SCBT Community Bank, who took possession of the subject property from Ball Ground Investments, which was recorded on August 4, 2009. Ball Ground Investments took ownership of the subject property from Howell Bridge Crossing on August 10, 2007. It is unknown how Howell Bridge Crossing retained the property. Humphrey's Construction/The Vineyards of Maple Valley took ownership of the subject property from Valley Station on June 9, 2006. Valley Station took ownership of the subject property from Excursion Properties on May 31, 2005. It is unknown how Excursion Properties retained the property. James Funk, Jr. took ownership of a portion of the property from Southern Marble & Stone Company on January 16, 1992, and Mr. James Funk, Jr. took ownership of another portion of the property from R. Pepper Roberts on November 14, 1990. The chain-of-title information is included in **Appendix D**.

4.3.4.2 Environmental Liens

Maxis obtained the EDR Environmental LienSearch™ Report from EDR. Based on the EDR Environmental LienSearch™ Report, no environmental liens and other use limitations were identified for the subject property. The EDR Environmental LienSearch™ Report is included in **Appendix D**.

4.3.4.3 Specialized Knowledge of the User

The User indicated they do not possess any actual or specialized knowledge or experience that is material to any *REC* in connection with the subject property.

4.3.4.4 Commonly Known/Reasonably Ascertainable Information

The User did not provide commonly known or reasonably ascertainable information about the subject property that is material to *RECs* in connection with the subject property.

4.3.4.5 Reason for Performing the Phase I ESA

The purpose of this Phase I ESA is to identify, to the extent feasible pursuant to ASTM E 1527-05 and the DCA Environmental Manual, *RECs* in connection with the subject property. The ASTM Standard Practice E 1527-05 defines "good commercial and customary practice for conducting an environmental site assessment of a parcel of

commercial real estate with respect to the range of contaminants within the scope of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and to petroleum products." This practice is intended to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA liability (hereinafter, the "landowner liability protections (LLPs)": that is, the practice that constitutes all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice. Additionally, Maxis understands that the purpose of this Phase I ESA is to ascertain whether the property is environmentally suitable for construction of multifamily housing.

4.3.4.6 Relationship of Purchase Price to Fair Market Value

Ms. Linda Gregory (broker) stated that the subject property is priced at Fair Market Value.

4.3.4.6.1 Purchase Price

Ms. Linda Gregory, real estate broker for the subject property, stated that the property went on the market at $306,000 based on an appraisal that was completed for the owner. Ms. Gregory indicated that the current offer/option to purchase by JT, Builder, Inc. of $300,000.00 is at fair market value. Interview documentation is included in **Appendix H**.

4.3.4.6.2 Differential between Purchase Price and Market Value

Ms. Linda Gregory, real estate broker for the subject property, indicated that the purchase price is in line with the fair market value for the property.

4.3.4.6.3 Reasons for Any Differential

There is no differential in price. The subject property is listed for fair market value.

5.0 SITE INFORMATION AND USE

5.1 Site Reconnaissance Methodology and Limiting Conditions

A site reconnaissance was conducted by Ms. Rebecca Donnelly of Maxis on April 30, 2012, to observe the current uses of the subject property, adjoining property and properties in the surrounding area, as well as the topographic conditions of the property and the surrounding area. Photographs were taken of various portions of the subject property to document existing conditions. Copies of these photographs are included in **Appendix B**.

The subject property was observed by walking accessible areas of the site and visually observing adjacent properties.

5.2 General Site Setting

The subject property consists of approximately 11 acres. Currently, the property is partially developed with below grade storm sewers and sewer piping, above ground sewer piping stubs, concrete footers, electrical transformers, a retaining wall, and an asphalt paved road with concrete curbing.

Properties in the vicinity of the subject property are developed primarily as commercial with a several residential structures. The subject property is located at 34º 19' 42.09" North latitude and -84º 23' 15.62" West longitude; the elevation is approximately 1009 feet above mean sea level.

5.3 Assessment of Commonly Known/Reasonably Ascertainable Information

The User did not provide any commonly known or reasonably ascertainable information about the subject property that is material to *RECs* in connection with the subject property.

5.4 Current Site Use

Currently the site is vacant.

5.4.1 Storage Tanks

No storage tanks were observed on the subject property.

5.4.2 Hazardous and Petroleum Products Containers/Drums

No hazardous drums or petroleum drums or containers were observed on-site.

5.4.3 Heating and Cooling

No buildings are located on the subject property; therefore, no heating or cooling apparatus are located on the subject property.

5.4.4 Solid Waste

No evidence of solid waste was observed on-site.

5.4.5 Sewage Disposal/Septic Tanks

No evidence of septic tanks was found on the subject property. Due to the subject property being partially developed, sanitary sewer connections to the City of Ball Ground's sanitary sewer system are located on the site.

5.4.6 Hydraulic Equipment

No hydraulic equipment was observed at the subject property.

5.4.7 Contracted Maintenance Services

No evidence of contracted maintenance services were observed on the subject property.

5.4.8 Electrical Equipment/PCBs

PCBs were banned as a cooling agent in the 1970s. Several transformers were observed throughout the subject property. The transformers appeared to be in good condition with no leaks or staining noted. No additional potential PCB-containing equipment was observed on the subject property or surrounding properties.

Maxis contacted the Mr. Matt Latham, with the Georgia Power, on May 31, 2012 regarding the electrical transformers located on the subject property. Mr. Latham confirmed that Georgia Power owns the transformers observed on the subject property and is responsible their operation and maintenance. According to Mr. Latham the transformers were installed at the site within the last five years and therefore they do not contain PCBs. Interview documentation is included in **Appendix H**.

5.4.9 Water Supply and Wells

No wells were found on the subject property. The City of Ball Ground will provide water service to the subject property. A copy of the latest annual water quality report indicated that City of Ball Ground water is in compliance with the National Drinking Water Standards. A copy of the 2010 Water Quality Report is included in **Appendix O**. The residences and businesses in the vicinity of the subject property are also connected to City of Ball Ground water service.

5.4.10 Drains and Sumps

No buildings are located on the subject property; therefore no floor drains or sumps were observed on-site.

5.4.11 Pits, Ponds, Lagoons, and Surface Waters

No pits, ponds, or lagoons were observed on the subject property. An open-channel tributary of Sharp Mountain Creek, located along the eastern property line, was identified during the April 30, 2012 site reconnaissance conducted by Maxis.

5.4.12 Stressed Vegetation

No stressed vegetation was observed on the subject property.

5.4.13 Stained Soil or Pavement

No staining was observed on soil or pavement on the subject property.

5.4.14 Odors

No odors were observed on the subject property.

5.4.15 Utilities/Roadway Easements

The City of Ball Ground provides water and sewer to the subject property, and Georgia Power provides electrical service. The subject property is accessed by Coy M. Holcomb Street to the north and through the Mountain Express #109 parking lot to the south. There are no roadway easements.

5.4.16 Chemical Use

No present chemical use was observed on the subject property.

5.4.17 Water Leaks/Mold/Fungi/Microbial Growth

No buildings are located on the subject property; therefore, no materials with the potential to have water leaks, mold, fungi or microbial growth was noted.

5.4.18 Asbestos

No buildings are located on the subject property; therefore, no materials with the potential to contain asbestos were noted.

5.4.19 Lead-Based Paint

No buildings are located on the subject property; therefore, no materials with the potential to contain lead-based paint were observed.

5.4.20 Lead in Drinking Water

The 2010 drinking water quality report prepared for the City of Ball Ground indicates the municipal water supply is in compliance regarding lead in the drinking water. A copy of the report is provided in **Appendix O**. Additionally, the Users have indicated that the proposed development will have all new plumbing/piping/fixtures installed for water use in accordance with Section 1417(e) of the Safe Drinking Water Act.

5.4.21 Radon

No buildings are located on the subject property; therefore no radon testing was completed.

Based on the 1993 EPA Map of Radon Zones (see **Figure 7**), the subject property is located in Zone 2, which is an area with an average indoor radon level of 2.0 pico curies per liter (pCi/L) and 4pCi/L of air. This is below the EPA action level of 4 pCi/L. Due to the subject property being located in an area that has a moderate radon potential, once the subject property is developed the buildings located on the property should be tested for radon by a Georgia certified radon testing company.

5.4.22 Noise

A noise assessment was conducted by Dr. Kenneth Cunefare of Arpeggio Acoustic Consulting, LLC in June 2012 for the subject property. According to the noise assessment, the subject property is in the “Normally Acceptable” category. The Site Noise Assessment is included in **Appendix F**.

5.4.23 Vapor Encroachment Screening

The Vapor Encroachment Screening (VES) conducted for the subject property identified two UST sites, the Cherokee Elementary site and the Mountain Express #109 Chevron site, and one LUST site, the Cherokee Elementary site, within the primary area of concern, 1/3-mile and 1/10-mile, respecrtively. However, the VES revealed that the UST sites and the LUST site are outside the critical distances as defined by ASTM; therefore, it was presumed unlikely that a Vapor Encroachment Condition (VEC) exists for this UST sites or the LUST site; therefore, no additional assessment was recommended.

5.4.24 Other Site Reconnaissance Issues

Maxis field verified the distance to each of the facilities identified by EDR during the April 30, 2012, site reconnaissance.

5.5 Past Site Use

5.5.1 Recorded Land Title Records

Maxis was provided title documentation from Landmarx, Inc. in May 2012. Public records of Cherokee County, Georgia were searched from November 1990 through August 2009. The chain-of-title indicated that the property is currently owned by Habersham Bank c/o SCBT Community Bank, who took possession of the subject property from Ball Ground Investments, which was recorded on August 4, 2009. Ball Ground Investments took ownership of the subject property from Howell Bridge Crossing on August 10, 2007. It is unknown how Howell Bridge Crossing retained the property. Humphrey's Construction/The Vineyards of Maple Valley took ownership of the subject property from Valley Station on June 9, 2006. Valley Station took ownership of the subject property from Excursion Properties on May 31, 2005. It is unknown how Excursion Properties retained the property. James Funk, Jr. took ownership of a portion of the property from Southern Marble & Stone Company on January 16, 1992, and Mr. James Funk, Jr. took ownership of another portion of the property from R. Pepper Roberts on November 14, 1990.

Based on the information provided, it is Maxis's professional opinion that there do not appear to be *RECs* associated with land title records for the subject property.

The chain-of-title information is included in **Appendix D**.

5.5.2 Environmental Liens

Environmental lien records were reasonably ascertainable. Maxis obtained the EDR Environmental LienSearch™ Report from EDR. Based on the EDR Environmental LienSearch™ Report, environmental liens and other AULs were not identified for the subject property. The EDR Environmental LienSearch™ Report is included in **Appendix D**.

Maxis was provided with title documentation from Landmarx, Inc. in May 2012. This title information did not indicate any environmental liens associated with the subject property.

Based on the information provided, it is Maxis's professional opinion that there do not appear to be *RECs* associated with environmental liens for the subject property.

5.5.3 Activity and Use Limitations (a.k.a. Engineering and/or Institutional Controls)

AUL records were reasonably ascertainable. Maxis obtained the EDR Environmental LienSearch™ Report from EDR. Based on the EDR Environmental LienSearch™ Report, AULs were not identified for the subject property. The EDR Environmental LienSearch™ Report is included in **Appendix D**.

Based on the information provided, it is Maxis's professional opinion that there do not appear to be *RECs* associated with AULs for the subject property.

5.5.4 Aerial Photographs and Topographic Maps

Aerial Photographs

Aerial photos from the years 1938, 1955, 1960, 1978, 1988, 1993, 2005, 2006, and 2007 were obtained from EDR.

1938 Aerial Photograph:

The 1938 aerial photograph shows the subject property developed with one residential structure, and Old Canton Highway. Additionally, the tributary of Sharp Mountain Creek located along the northeastern property line can be seen in this aerial photo. The surrounding properties appear to be residential or undeveloped/farmland.

1955 through 2005 Aerial Photograph:

The 1955 aerial photograph shows the subject property unchanged from the 1938 photo. The future Canton Highway can be seen on the western property line of the subject property. The remaining surrounding properties appear unchanged. The subject property and surrounding properties remains unchanged through the 2005 aerial photo

2006 Aerial Photograph:

The 2006 aerial photograph shows the subject property graded with the residential structure and Old Canton Highway removed from the property. Additionally, the residential property to the south of the subject property has been graded and the residential structure has been removed. The remaining surrounding properties appear unchanged since the 1938 photo.

2007 Aerial Photograph:

The 2007 aerial photograph shows the subject property developed with an asphalt drive and concrete curbing, the retaining wall, and shows Coy M. Holcomb Street as the

northern property line. Additionally, the Mountain Express #109 building appears to have been constructed on the adjacent property to the south, and a residential development has been constructed across Canton Highway to the northwest.

Copies of the aerial photographs are included in **Appendix C**.

Topographic Maps

Maxis obtained the following historical topographic maps from EDR associated with the subject property: 1894 (Suwanee), 1928 (Tate), 1973 (Ball Ground West), 1985 (Ball Ground West), 1992 (Ball Ground West), and 1997 (Ball Ground West).

A discussion of observations related to these maps is provided below:

1894, 1928, 1973, 1985, 1992, and 1997 Historical Topographic Maps:

The 1894 and 1928 historical topographic maps were not drawn at sufficient detail to show individual developments on the subject property or adjacent properties. The 1973, 1985, 1992, and 1997 maps show the subject property developed with a structure and road consistent with the placement of the residential structure and Old Canton Highway known to be on site during this time period. Additionally, these maps show the tributary of Sharp Mountain Creek. Details regarding the surrounding, adjacent properties are not provided by the maps.

Copies of the topographic maps are included in **Appendix C**.

5.5.5 Sanborn Fire Insurance Maps

No Sanborn information was available for the Property.

5.5.6 City Directories

Maxis contracted EDR to prepare a City Directory *Abstract* for addresses in the vicinity of the subject property. This City Directory *Abstract* indicated that Old Canton Higway previously located on the subject property was listed in Polk's City Directory: 2010
No non-residential listings were noted on adjacent properties:

A copy of the City Directory *Abstract* is included in **Appendix C**.

5.5.7 Previous Environmental Studies

A Wetland Survey was completed by Acer in November 2004 for OCS Enterprises, Inc (OCS). The survey indicated that the approximately 1,000 feet of tributary along the eastern property line is a stream. Acer listed the tributary as Stream A on the Wetland Location Map submitted to OCS in November 2004. A copy of the map has been included in **Appendix U**.

A Storm Water Management Report was completed by Woodward Consulting, Inc. in May 2005. The report estimated the approximate 100-year high water line for the tributary of Sharp Mountain Creek, located along the eastern property line. A copy of the report has been included in **Appendix U**.

5.5.8 Other

No other information pertaining to past site use was obtained for the purposes of this Phase I ESA. Based on the records reviewed, it was Maxis's opinion that there were no *RECs* associated with the subject property.

5.6 Current Surrounding Land Use

Current surrounding land use was observed during the site reconnaissance performed on April 30, 2012. In addition, Maxis performed field verification of facilities identified by EDR. These facilities are discussed in Sections 4.1.1 and 4.2.2.

5.6.1 North

The adjoining property to the north is Coy M. Holcomb Street, which is a two lane street. The properties located across Coy M. Holcomb Street are single family, residential developments located along Old Canton Highway.

5.6.2 East

The adjoining property to the east is Valley Street, which is a two-lane street. The properties located across Valley Street are currently vacant with the exception of one property near the intersection of Valley Street and Howell Bridge Road extension which houses the Ball Ground Pharmacy and a doctor's office.

5.6.3 South

The adjoining property to the south is the Mountain Express #109, a gasoline retail facility and convenience store.

5.6.4 West

The adjoining property to the west is Canton Highway, which is a two-lane street with a middle turning lane. The properties located across Canton Highway primarily residential, and an undeveloped commercial property located at the intersection of Howell Bridge Road extension and Canton Highway.

5.7 Past Surrounding Land Use

The following information was obtained based upon a review of aerial photographs, historical topographic maps, Sanborn Fire Insurance Maps, city directories, and interviews.

5.7.1 North

The adjoining properties to the north have been occupied by single family, residential developments located along Old Canton Highway. Coy M. Holcomb Street was not in existence until between September 2006 and December 2007.

5.7.2 East

The adjoining property to the east was undeveloped farm land. Valley Street was not in existence until between November 2005 and September 2006. The Ball Ground Pharmacy was developed between April 2008 and September 2009.

5.7.3 South

The adjoining property to the south has primarily been single, family residences and undeveloped farmland until between September 2006 and December 2007 when the Mountain Express #109 was built.

5.7.4 West

The adjoining property to the west was undeveloped until between 1955 and 1960 when Canton Highway was built. The properties located across what is now Canton Highway have primarily remained undeveloped until between November 2005 and September 2006.

5.8 Historic Preservation

Maxis reviewed the NRHP and determined that six properties and two historic districts were included in the database. The closest property on the NRHP appeared to be the Alfred W. Roberts House, which is located approximately 4,700 feet from the subject

property. Maxis verified during the site reconnaissance that the subject property and surrounding area is not visible from the Alfred W. Roberts House.

Maxis contacted Mr. Eric Wilmarth, City Manager for Ball Ground, on May 18, 2012, to discuss the historical significance of the subject property. Mr. Wilmarth indicated that the subject property is located adjacent to the Ball Ground historic district. Mr. Wilmarth stated that the City of Ball Ground is not interested in nominating the subject property or surrounding area for inclusion on the NRHP.

Maxis contacted Ms. Stephanie Joyner, with the Cherokee County Historic Society, on June 1, 2012, to discuss the historical significance of the subject property. Ms. Joyner confirmed that the Cherokee County Historic Society is not interested in considering the subject property or the surrounding area for inclusion on the NRHP.

Maxis completed the Georgia Historic Preservation Division – Environmental Review Form and submitted it to the State Historic Preservation Office (SHPO) on May 21, 2012, to initiate Section 106 of the National Historic Preservation Act process. A copy of the Environmental Review form and attachments are included in **Appendix Q**.

In a correspondence dated June 7, 2012, SHPO states, “that NO historic properties or archaeological resources that are listed in or eligible for listing in the NRHP will be affected by this undertaking.” The SHPO review documentation and correspondence is included in **Appendix Q**.

Based on SHPO’s response to the conceptual design, it is Maxis’s opinion that the proposed project will have no adverse effect on historic properties.

6.0 DATA GAPS

6.1 Identification of Data Gaps

Data gaps were not identified during this investigation.

6.2 Sources of Information Consulted to Address Data Gaps

Data gaps were not identified during this investigation.

6.3 Significance of Data Gaps

No significant data gaps where identified during this investigation.

7.0 ENVIRONMENTAL CONCERNS

7.1 On-Site

Maxis's review of information discussed in Sections 4.0 and 5.0 of this report indicates no on-site *RECs* were identified for the subject property.

The following four non-scope issues were identified on-site: wetland, flood plains, State Waters, and endangered species.

A tributary of Sharp Mountain Creek is located along the eastern property line. Based on observations and a Wetland Survey completed by Acer Environmental, Inc. in November 2004, the tributary would be considered a Riverine wetland, and appears to be bound by the stream banks. No construction will be completed within the channel boundaries at the subject property.

A tributary of Sharp Mountain Creek is located along the eastern property line. The FIRM does not show any flood plains associated with the tributary; however, Woodward Consulting, Inc. completed a stormwater assessment for the tributary in May 2005 and estimated the 100-year high water elevation. Based on interviews, the subject property did not flood during the 200-year flood event in September 2009. No construction will be completed within the calculated 100-year flood plain at the subject property.

A tributary of Sharp Mountain Creek is located along the eastern property line. The tributary is considered a State Water and will be "subject to the stream buffer regulations of the Georgia Erosion and Sediment Control Act of 1975, as amended." Per the required buffer, no construction will be completed within 25 feet of the tributary at the subject property.

The tributary of Sharp Mountain Creek located along the eastern property line of the subject property could be considered critical habitat for the Cherokee Darter. Ms. Sandra Tucker, with the U.S. Fish and Wildlife Service, indicated that the federally listed species, the Etheostoma scotti, commonly known as the Cherokee Darter, is known to inhabit the tributary of Sharp Mountain Creek located on the subject property. According to Ms. Tucker, should the "new construction comply with the Georgia erosion and sediment control laws and the Georgia Stormwater Management Manual…" the construction activities on the site "are not likely to cause additional impact to, and may benefit, Cherokee darters and/or their habitat, by", by reducing run-off. All new construction on the site will adhere to the Georgia erosion and sediment control laws and the Georgia Stormwater Management Manual.

7.2 Off-Site

The Vapor Encroachment Screening (VES) conducted for the subject property identified two UST sites, the Cherokee Elementary site and the Mountain Express #109 Chevron

site, and one LUST site, the Cherokee Elementary site, within the primary area of concern, 1/3-mile and 1/10-mile, respectively. However, the VES revealed that the UST sites and the LUST site are outside the critical distances as defined by ASTM; therefore, it was presumed unlikely that a Vapor Encroachment Condition (VEC) exists for this UST sites or the LUST site; therefore, no additional assessment was recommended.

Adjoining properties were observed to be developed with mostly residential developments and commercial developments. Regulatory database information identified two regulated facilities within the prescribed search distances of the subject property. Based on distance and topographic relationship relative to the subject property, these two regulated facilities do not represent *RECs*.

No off-site *RECs* were identified.

8.0 CONCLUSIONS & RECOMMENDATIONS

8.1 On-Site

Maxis recommends that no construction be completed within the 100-foot impervious buffer applicable at the subject property, per DCA requirements. The Users will request an Expanded Preliminary Jurisdictional Determination from the US Army Corps of Engineers no later than 60 days of notice of award of funds. The Users will abide by the regulations of the Georgia Erosion and Sediment Control Act of 1975, as amended, and appropriate erosion and sediment control will be utilized during the proposed construction

The Property Log and Information Checklist is included in **Appendix K**.

Proof of Insurance is included in **Appendix L**.

Letters of Reference are included in **Appendix M**.

The Environmental Certification is included in **Appendix N**.

8.2 Off-Site

Maxis's review of information discussed in Sections 4.0 and 5.0 of this report did not indicate the presence of any off-site *RECs.*

9.0 DATA REFERENCES

2010 Annual Water Quality Report, City of Ball Ground.

2011 Annual Water Quality Report, Cherokee County.

Aerial Photo Decade Package, Environmental Data Resources, May 2012.

ASTM, 2005. *ASTM Standards on Environmental Site Assessments for Commercial Real Estate. E 1527-05, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.* American Society for Testing of Materials, Philadelphia, PA.

The EDR-City Directory Abstract, May 2012, Environmental Data Resources.

The EDR Environmental LienSearch™ Report, Index Date May 2012.

EDR Radius Map Report, May 2012, Environmental Data Resources.

Federal Emergency Management Agency Flood Plain Panel 13057C0159D*, dated September 29, 2009.*

Geographic Locations of Native American Tribes of Georgia (http://www.native-languages.org/georgia.htm).

Georgia Council on American Indian Concerns website (http://www1.gadnr.org/caic/)

Georgia Department of Natural Resources, 1977, *Geological Map of Georgia.*

Historical Topographic Map Report, May 2012, Environmental Data Resources.

Sanborn Fire Insurance Map Report, May 2012, Environmental Data Resources Collection.

U.S Army Corps of Engineers, 1987, Corps of Engineers Wetlands Delineation Manual.

U.S. Fish and Wildlife Service *National Wetlands Inventory Map*.

U.S.G.S. Topographical Map, Ball Ground West, Georgia, 2011.

http://www.fws.gov/athens/endangered/counties/gordon.html

http://www.georgiawildlife.com/content/specieslocationbyquarterquad.asp?lstQuad=N

Title Search Documentation, provided by Landmarx, Inc.

Acer Environmental, Wetland Survey Map, November 2004

Stormwater Management Report, Woodward Consulting, Inc., May 2005

Interviews

Mr. Steve Johnson, JT Ball Ground LP

Mr. Jeff Richardson, owner at adjacent property
Ms. Rebecca Johnson, employee at adjacent property
Mr. Ashley Holcomb, previous property owner, Excursion Properties
Ms. Linda Gregory, Caldwell Banker
Ms. Stephanie Joyner, Cherokee County Historic Society
Mr. Eric Wilmarth, City of Ball Ground
Ms. Margret Stallings, Cherokee County Planning and Zoning
Mr. Michael Chapman, Cherokee County Planning and Zoning
Mr. Clint Blackwell, Cherokee Water Department
Ms. Amy Grice, Cherokee County Health Department
Ms. Jennifer Hackney, Georgia Environmental Protection Division
Mr. Matt Latham, Georgia Power
Ms. Robin Goodloe, U.S. Fish and Wildlife
Ms. Erin Parr, State Historic Preservation Office

10.0 VALUATION REDUCTION

10.1 Purchase Price

The advertised purchase price of the subject property was $306,000.00.

10.2 Interview of Broker Regarding Market Value

Ms. Linda Gregory, real estate broker for the subject property, stated that the property was listed at $306,000.00 based on an appraisal that was completed for the owner. Ms. Gregory indicated that the current offer/option to purchase by JT Ball Ground LP of $300,000.00 is at fair market value. Interview documentation is included in **Appendix H**.

10.3 Differential between Purchase Price and Market Value

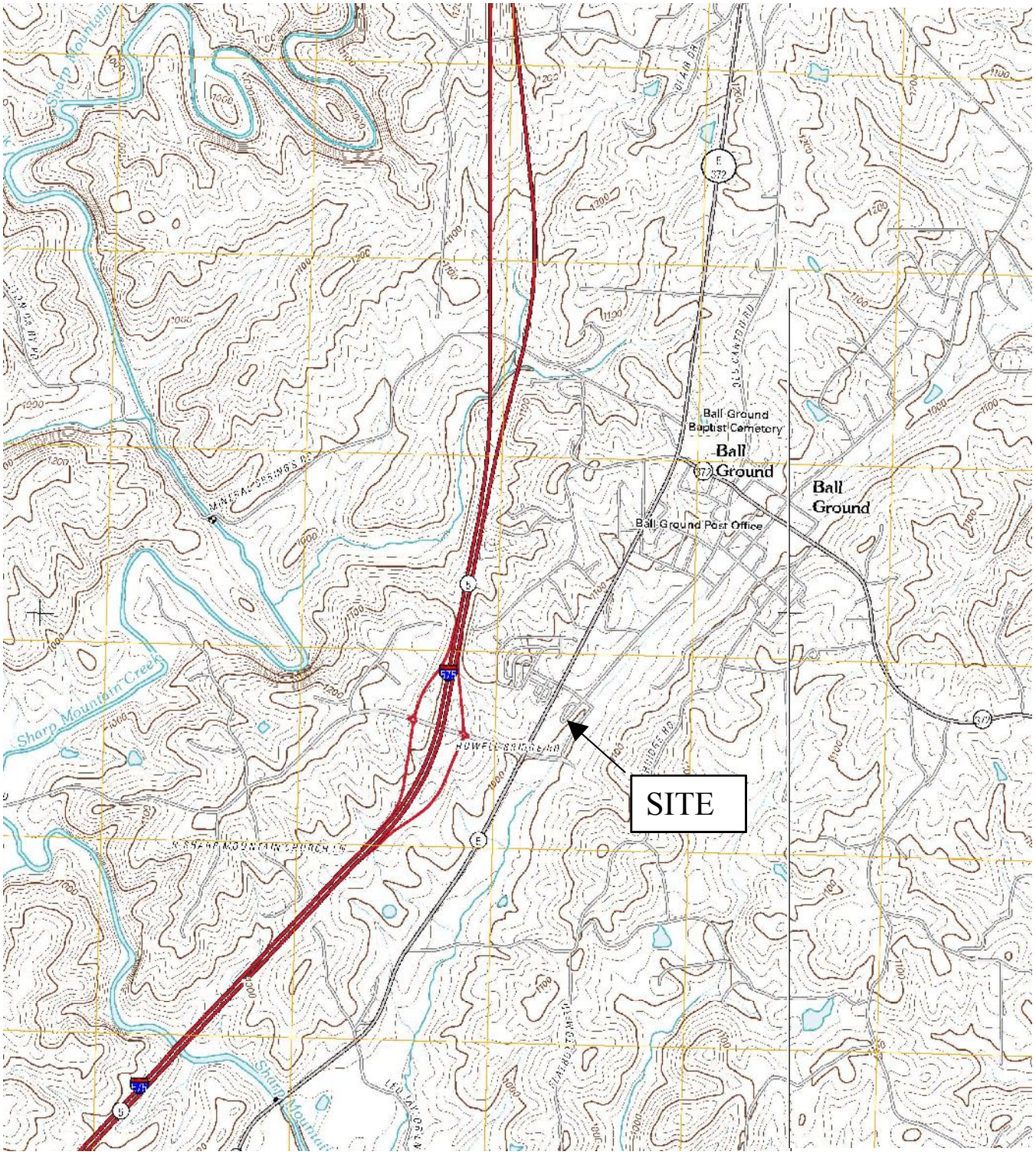
Ms. Gregory stated that the purchase price does represent fair market value.

10.4 Environmental Reasons for any Differential

There is no differential in the purchase price.

APPENDIX A

Figures and Maps



MAXIS ENGINEERING

USGS TOPOGRAPHIC LOCATION MAP

JT Ball Ground LP.
Canton Highway
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	1
QUAD:	Ball Ground West, GA 2011
JOB NUMBER:	1-12-324A
SCALE:	As Shown

U.S. Fish and Wildlife Service

National Wetlands Inventory

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

May 4, 2012

Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

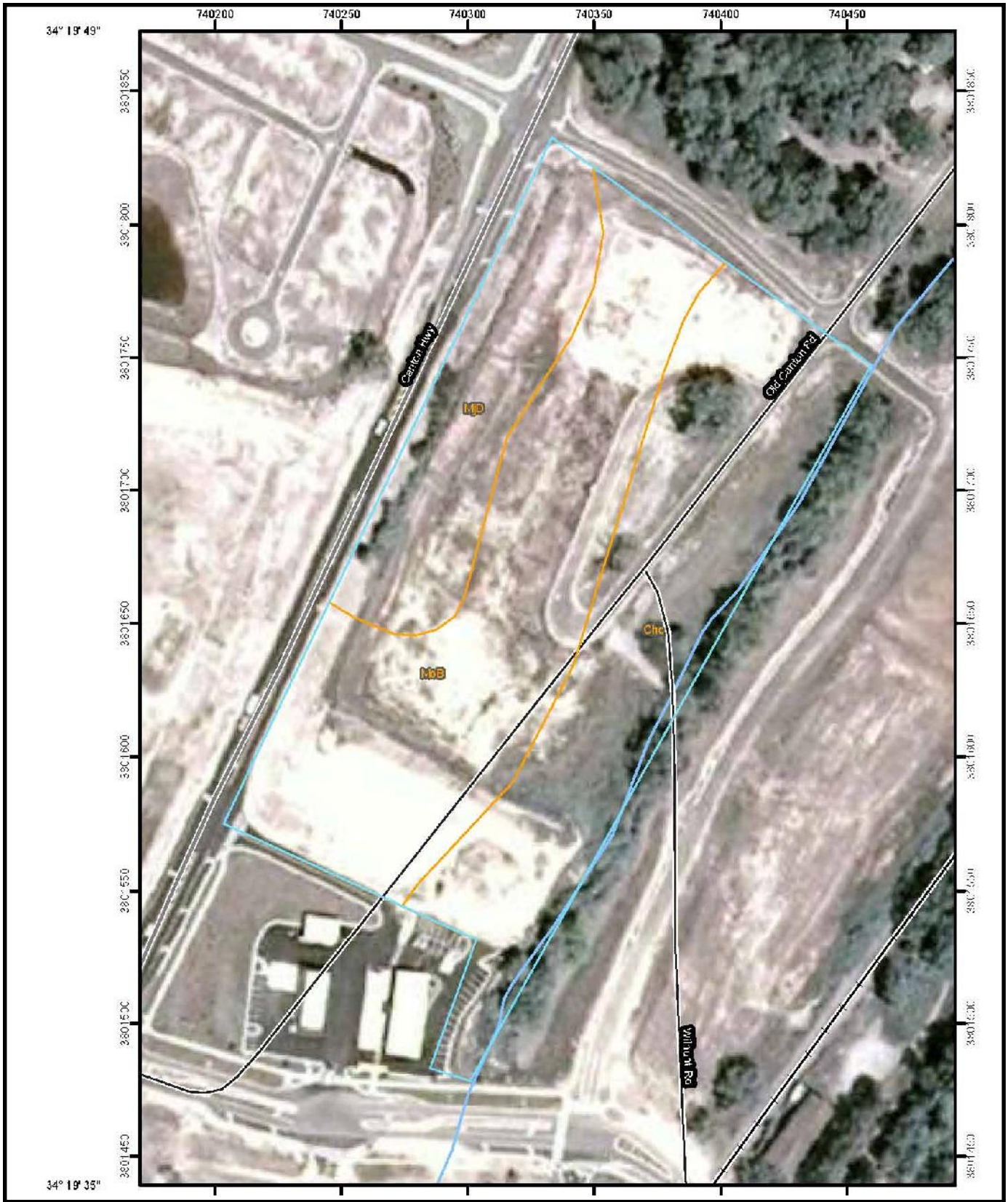
N

MAXIS ENGINEERING

NATIONAL WETLANDS INVENTORY MAP

JT Ball Ground LP
Canton Highway
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	2
Source:	US Fish and Wildlife Service
JOB NUMBER:	1-12-324A
SCALE:	As Shown



MAXIS ENGINEERING

SOIL SURVEY MAP

JT Ball Ground LP
Canton Highway
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	3
Source: Natural Resources Conservation Service	
JOB NUMBER:	1-12-324A
SCALE:	NA

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Units

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other

Special Line Features
- Gully
- Short Steep Slope
- Other

Political Features
- Cities

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

MAP INFORMATION

Map Scale: 1:2,070 if printed on A size (8.5" × 11") sheet.

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for accurate map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: UTM Zone 16N NAD83

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cherokee, Gilmer, and Pickens Counties, Georgia
Survey Area Data: Version 7, Apr 21, 2008

Date(s) aerial images were photographed: 8/14/2007

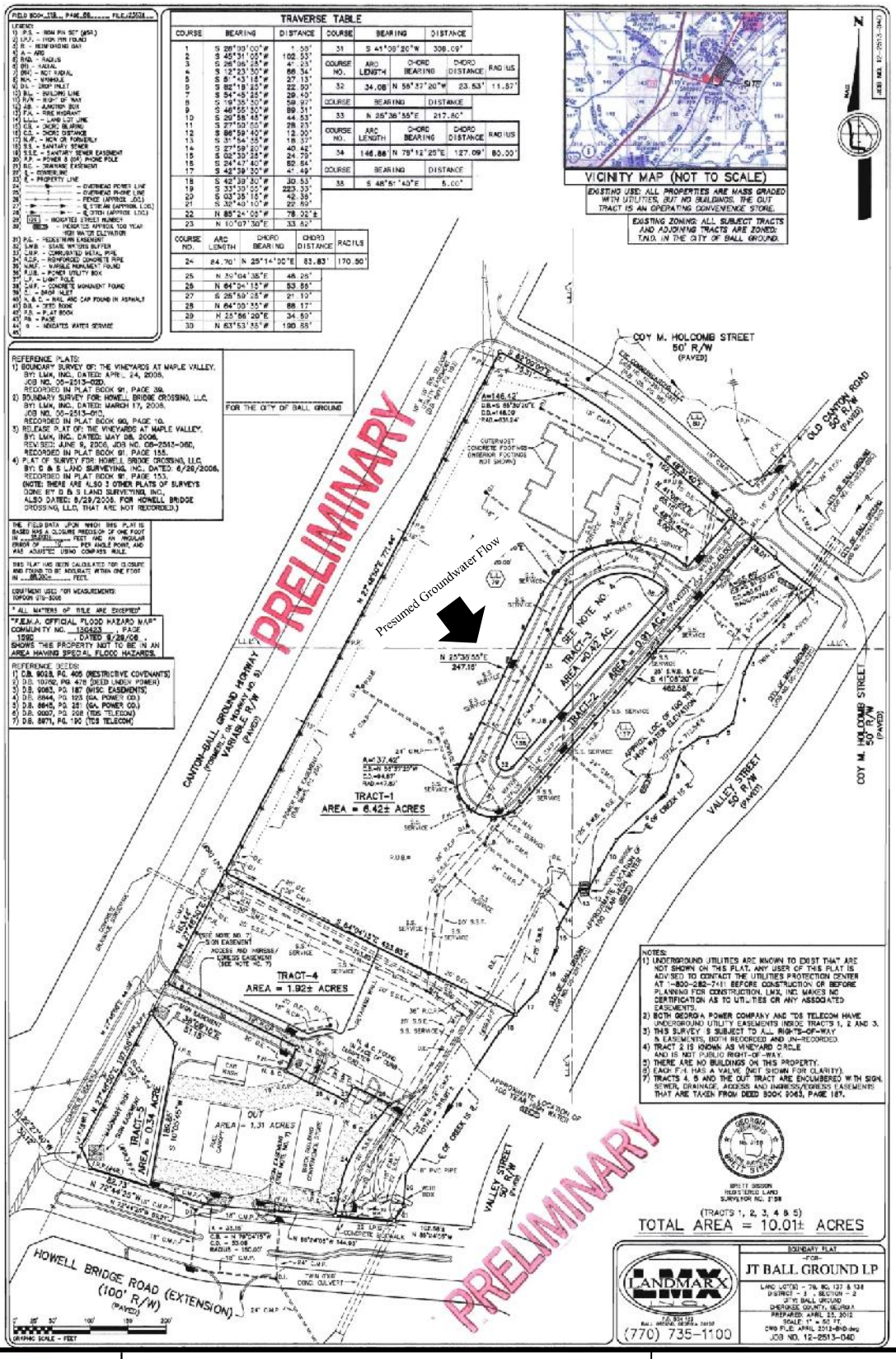
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

MAXIS ENGINEERING

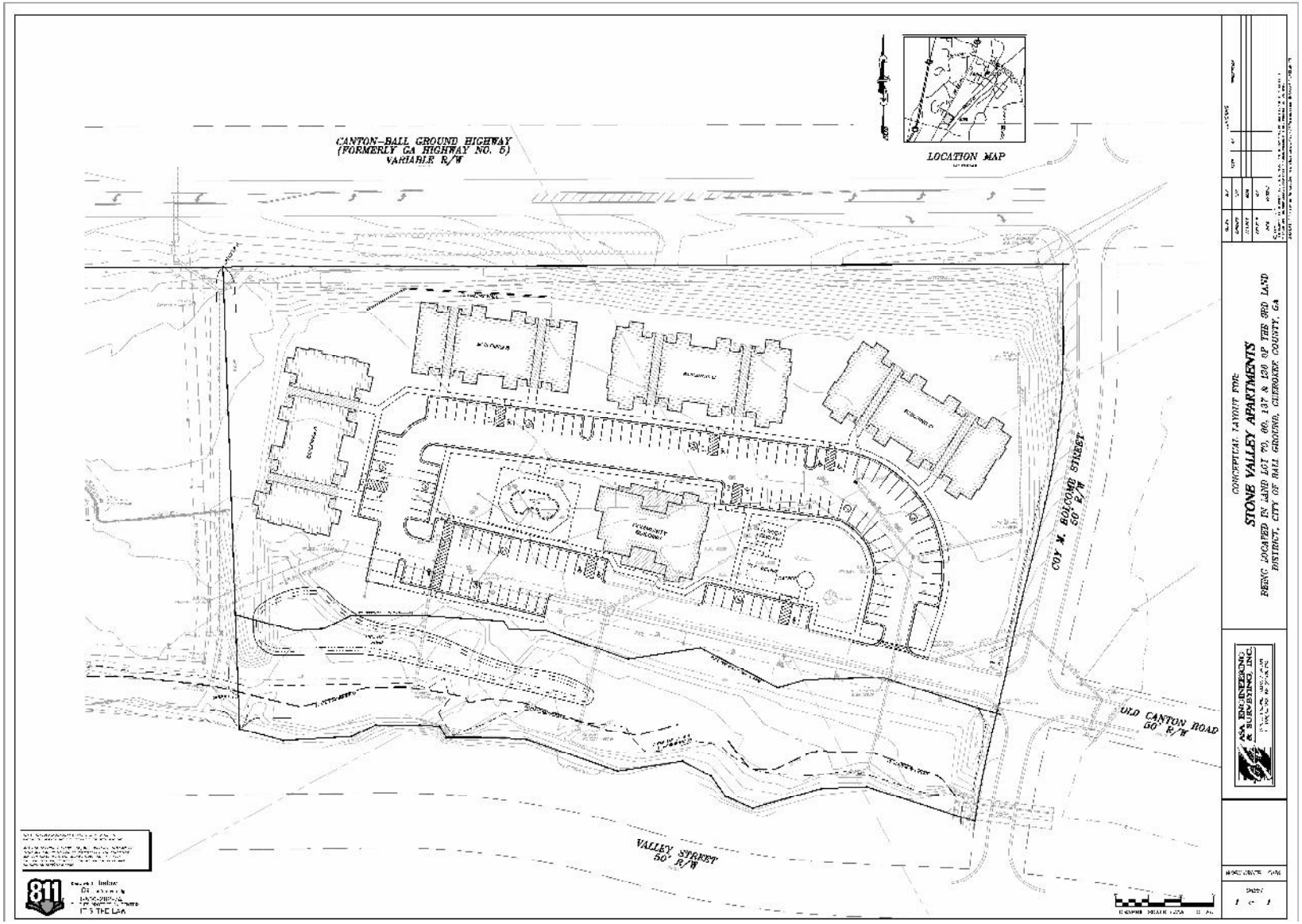
FLOOD INSURANCE RATE MAP

JT Ball Ground LP
Canton Highway
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	4
Source:	www.fema.gov
JOB NUMBER:	1-12-324A
SCALE:	As Shown



MAXIS ENGINEERING	**SITE MAP (Existing Conditions)** JT Ball Ground LP Canton Highway Ball Ground, Cherokee County, Georgia	**FIGURE NUMBER:** 5 **Source:** Landmarx, Inc. **JOB NUMBER:** 1-12-324A **SCALE:** As Shown

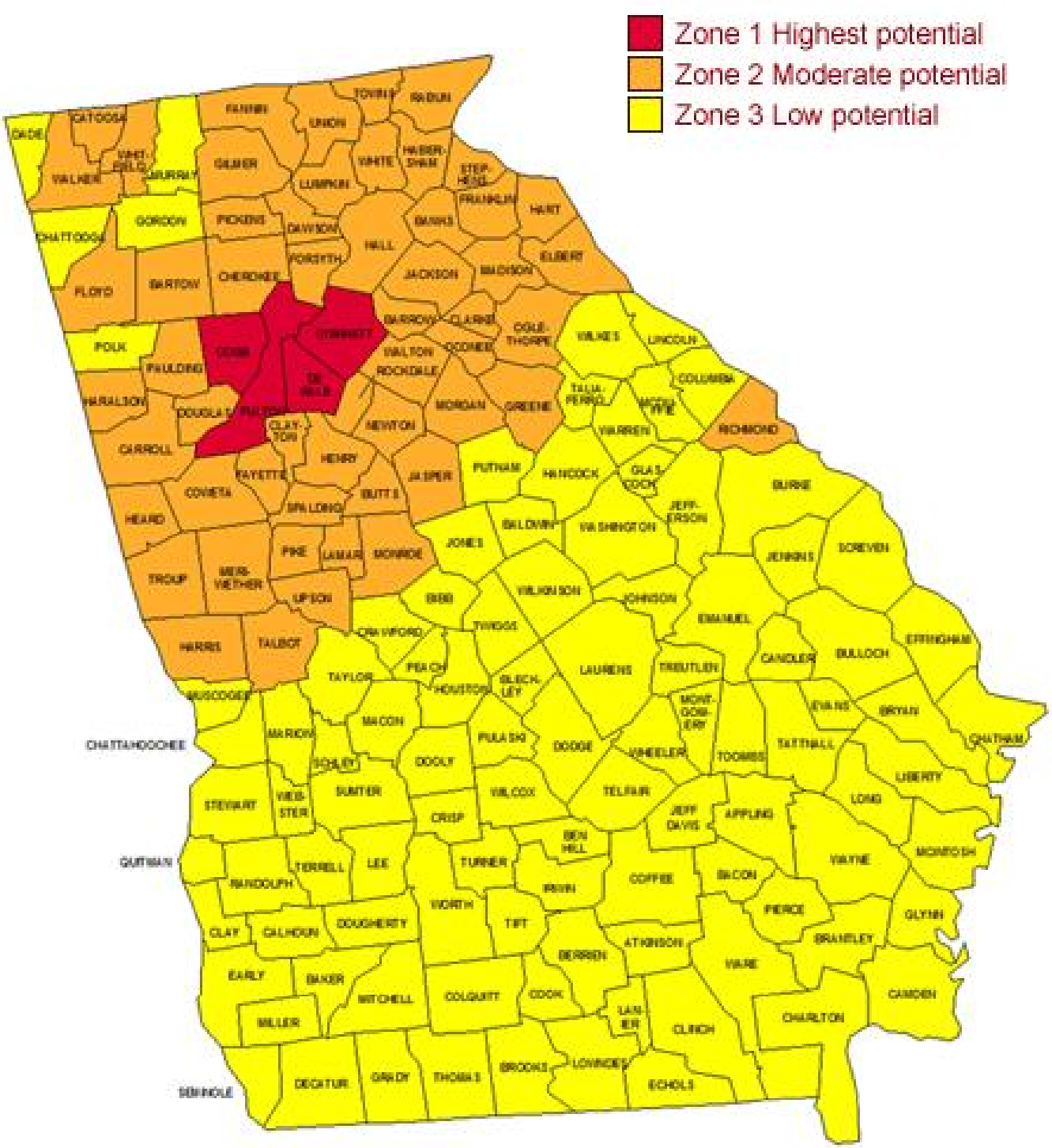


MAXIS ENGINEERING

Site Map (Proposed Conditions)

JT Ball Ground LP
Canton Highway
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	6
Source:	ASAEngineering & Surveying
JOB NUMBER:	1-12-324A
SCALE:	As Shown



MAXIS ENGINEERING

RADON MAP

JT Ball Ground LP
Canton Highway
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	7
Source:	Epa.GOV
JOB NUMBER:	1-12-324A
SCALE:	NA

APPENDIX B

Photographs

Front of subject property (looking west along Coy M. Holcomb Street).

Front of subject property (looking east along Coy M. Holcomb Street).

View of adjacent property and Old Canton Highway (looking north).

View of properties across Valley Street (looking southeast).

View of properties across Valley Street (looking northeast).

Canton Highway at intersection with Coy M. Holcomb Street (looking south).

Lantern Walk subdivision across Canton Highway (looking west).

Undeveloped commercial property located across Canton Highway (looking west).

Adjacent property Mountain Express Chevron (looking south).

Interior of subject property – Tracts 1, 2, and 3 (looking southwest).

Interior of subject property – Tract 3 (looking southeast).

Interior of subject property – Tract 1 (looking south).

Interior of subject property –Tract 1 (looking northwest).

Interior of subject property – Tracts 1, 2, and 3 (looking east).

Interior of subject property –Tracts 1, 2, and 3 (looking northeast).

Interior of subject property – Tract 4 (looking east).

Interior of subject property – Tract 4 (looking south).

Interior of subject property – Tract 4 (looking east).

Interior of subject property – Tract 4 (looking west).

Tract 5 (looking southwest).

View of tributary of Sharp Mountain Creek (looking southeast).

View of tributary of Sharp Mountain Creek (looking south).

Transformer on subject property.

Stormwater inlet on subject property.

APPENDIX C

Historical Research Documentation

JT Development
Old Canton Road
Ball Ground, GA 30107

Inquiry Number: 3312873.5
May 01, 2012

The EDR Aerial Photo Decade Package

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

EDR Aerial Photo Decade Package

Environmental Data Resources, Inc. (EDR) Aerial Photo Decade Package is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's professional researchers provide digitally reproduced historical aerial photographs, and when available, provide one photo per decade.

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Date EDR Searched Historical Sources:

Aerial Photography May 01, 2012

Target Property:

Old Canton Road

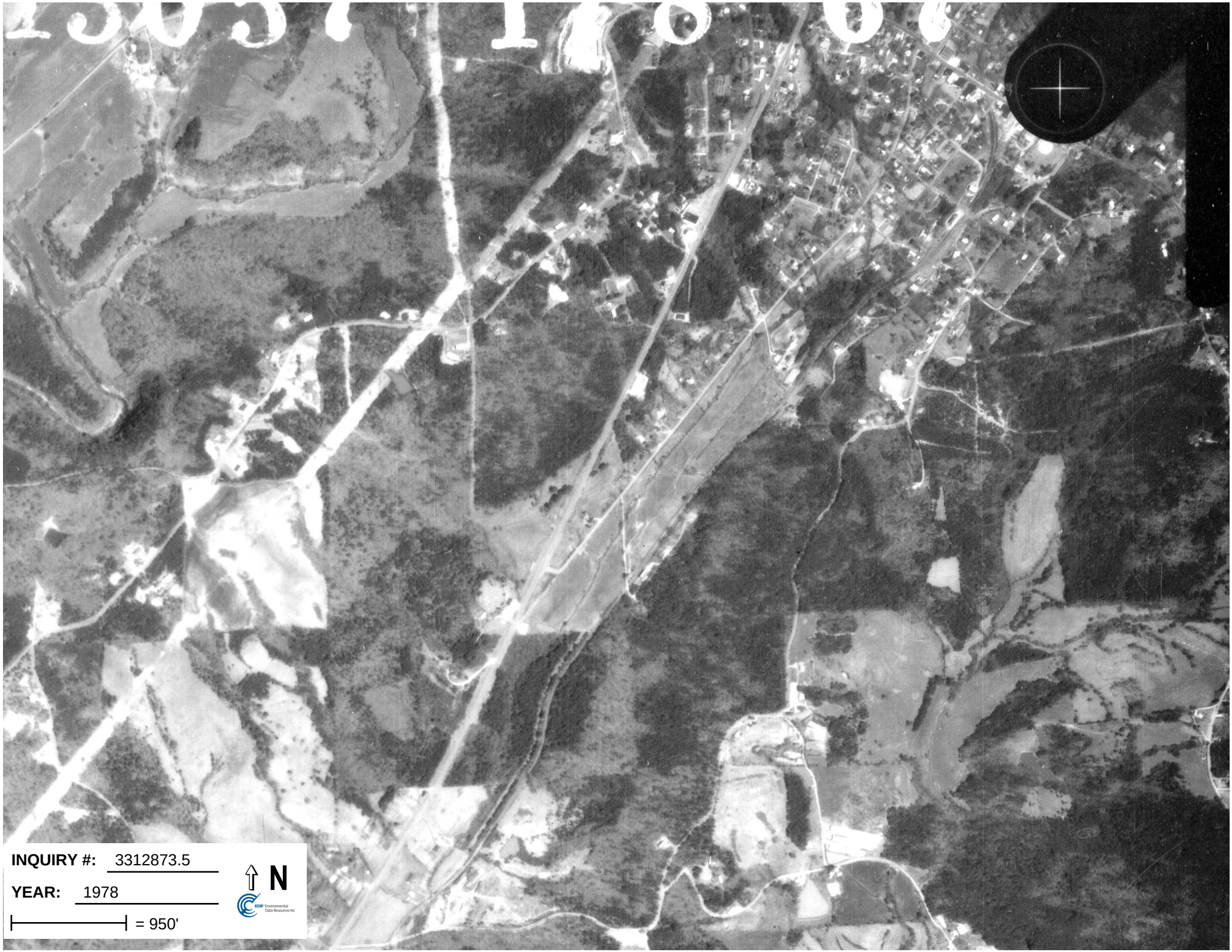
Ball Ground, GA 30107

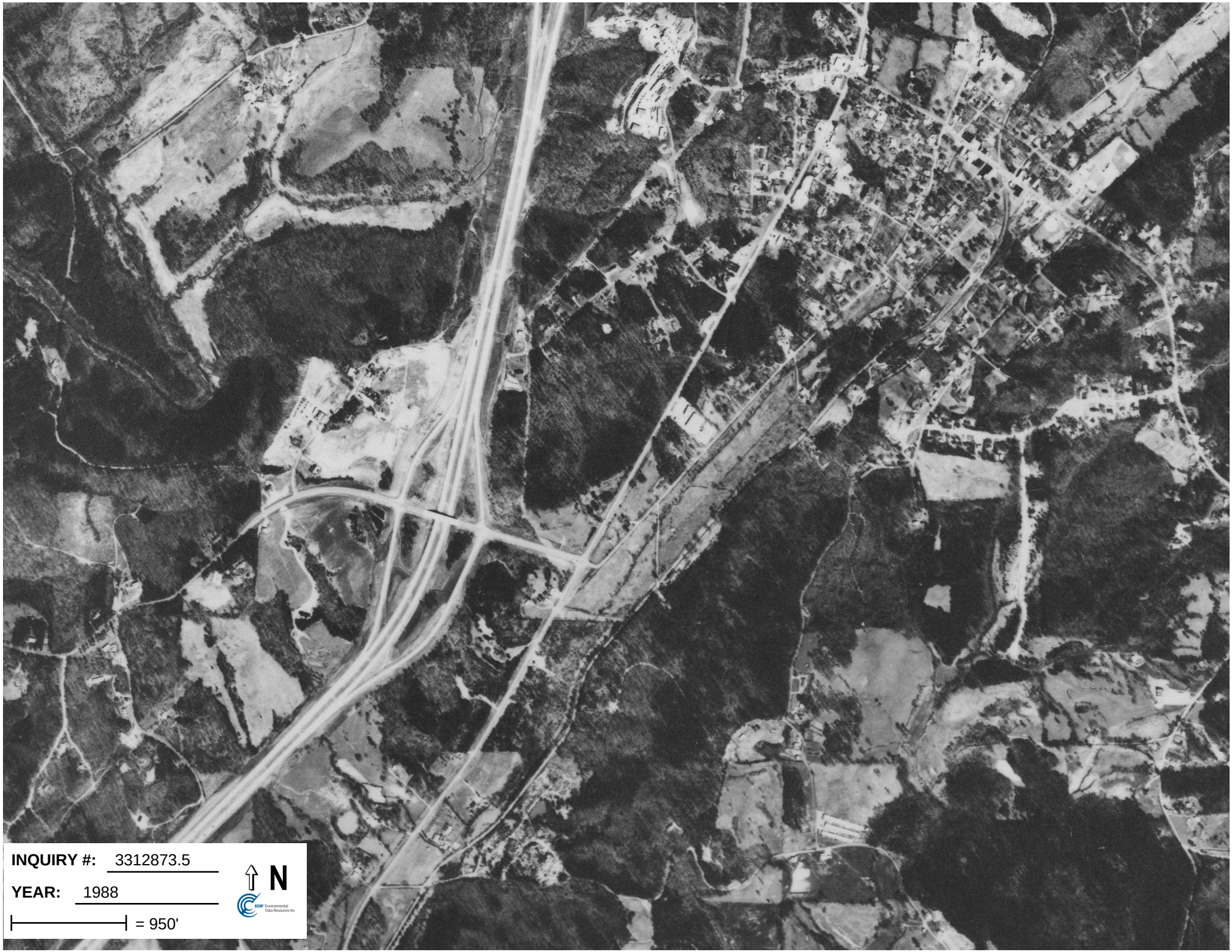
Year	***Scale***	***Details***	***Source***
1938	Aerial Photograph. Scale: 1"=476'	Flight Year: 1938	AAA
1955	Aerial Photograph. Scale: 1"=476'	Flight Year: 1955	CSS
1960	Aerial Photograph. Scale: 1"=476'	Flight Year: 1960	CSS
1978	Aerial Photograph. Scale: 1"=950'	Flight Year: 1978	USDA
1988	Aerial Photograph. Scale: 1"=950'	Flight Year: 1988	USGS
1993	Aerial Photograph. Scale: 1"=500'	/Composite DOQQ - acquisition dates: 1993	EDR
2005	Aerial Photograph. Scale: 1"=500'	Flight Year: 2005	EDR
2006	Aerial Photograph. Scale: 1"=500'	Flight Year: 2006	EDR
2007	Aerial Photograph. Scale: 1"=500'	Flight Year: 2007	EDR

INQUIRY #: 3312873.5
YEAR: 1938
= 476'
N
EDR Environmental Data Resources Inc

INQUIRY #: 3312873.5
YEAR: 1955
= 476'
N
EDR Environmental Data Resources Inc

INQUIRY #: 3312873.5
YEAR: 1960
= 476'
N
EDR Environmental Data Resources Inc


INQUIRY #: 3312873.5
YEAR: 1978
= 950'
N
EDR Environmental Data Resources Inc


INQUIRY #: 3312873.5
YEAR: 1988
= 950'
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EDR Environmental Data Resources Inc

INQUIRY #: 3312873.5
YEAR: 1993
= 500'
N
EDR Environmental Data Resources Inc

INQUIRY #: 3312873.5
YEAR: 2005
= 500'
N

INQUIRY #: 3312873.5
YEAR: 2006
= 500'
N

INQUIRY #: 3312873.5
YEAR: 2007
= 500'
N
EDR Environmental Data Resources Inc

JT Development
Old Canton Road
Ball Ground, GA 30107

Inquiry Number: 3312873.3
April 30, 2012

Certified Sanborn® Map Report

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Milford, CT 06461
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www.edrnet.com

Certified Sanborn® Map Report

4/30/12

Site Name:
JT Development
Old Canton Road
Ball Ground, GA 30107

Client Name:
Maxis Engineering LLC
1100 Howell Ridge Road
Ball Ground, GA 30107

EDR Inquiry # 3312873.3

Contact: Rebecca King Donnelly

EDR® Environmental Data Resources Inc

The complete Sanborn Library collection has been searched by EDR, and fire insurance maps covering the target property location provided by Maxis Engineering LLC were identified for the years listed below. The certified Sanborn Library search results in this report can be authenticated by visiting www.edrnet.com/sanborn and entering the certification number. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by Sanborn Library LLC, the copyright holder for the collection.

Certified Sanborn Results:

Site Name: JT Development
Address: Old Canton Road
City, State, Zip: Ball Ground, GA 30107
Cross Street:
P.O. # mtf
Project: 1-12-324A
Certification # C498-4E0C-A696

Sanborn® Library search results
Certification # C498-4E0C-A696

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target property information, and fire insurance maps covering the target property were not found.

The Sanborn Library includes more than 1.2 million Sanborn fire insurance maps, which track historical property usage in approximately 12,000 American cities and towns. Collections searched:

- ☑ Library of Congress
- ☑ University Publications of America
- ☑ EDR Private Collection

The Sanborn Library LLC Since 1866™

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JT Development
Old Canton Road
Ball Ground, GA 30107

Inquiry Number: 3312873.4
April 30, 2012

EDR Historical Topographic Map Report

EDR® Environmental Data Resources Inc

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800.352.0050
www.edrnet.com

EDR Historical Topographic Map Report

Environmental Data Resources, Inc.s (EDR) Historical Topographic Map Report is designed to assist professionals in evaluating potential liability on a target property resulting from past activities. EDRs Historical Topographic Map Report includes a search of a collection of public and private color historical topographic maps, dating back to the early 1900s.

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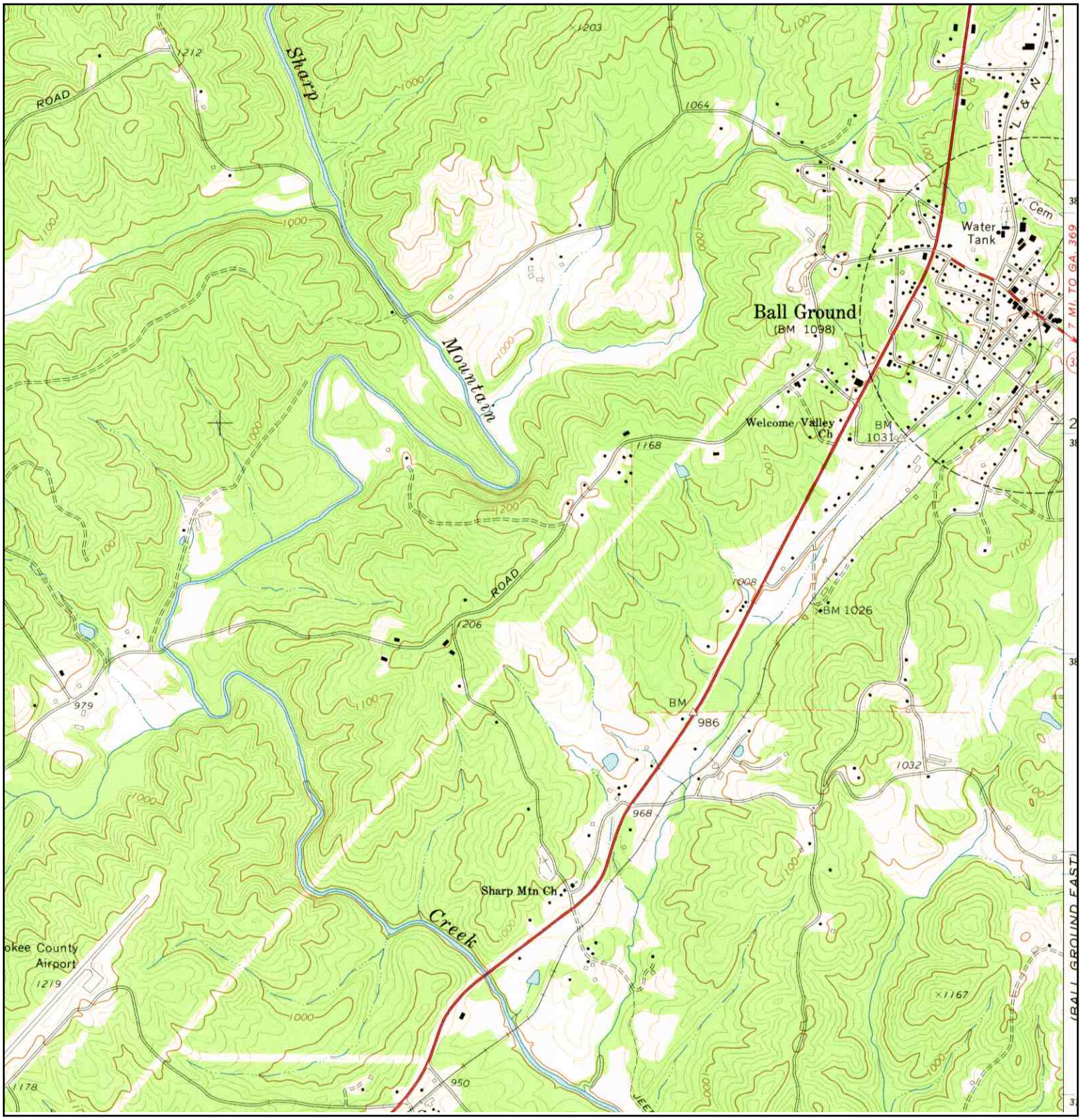
Historical Topographic Map

N	TARGET QUAD NAME: SUWANEE MAP YEAR: 1894 SERIES: 30 SCALE: 1:125000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

Historical Topographic Map

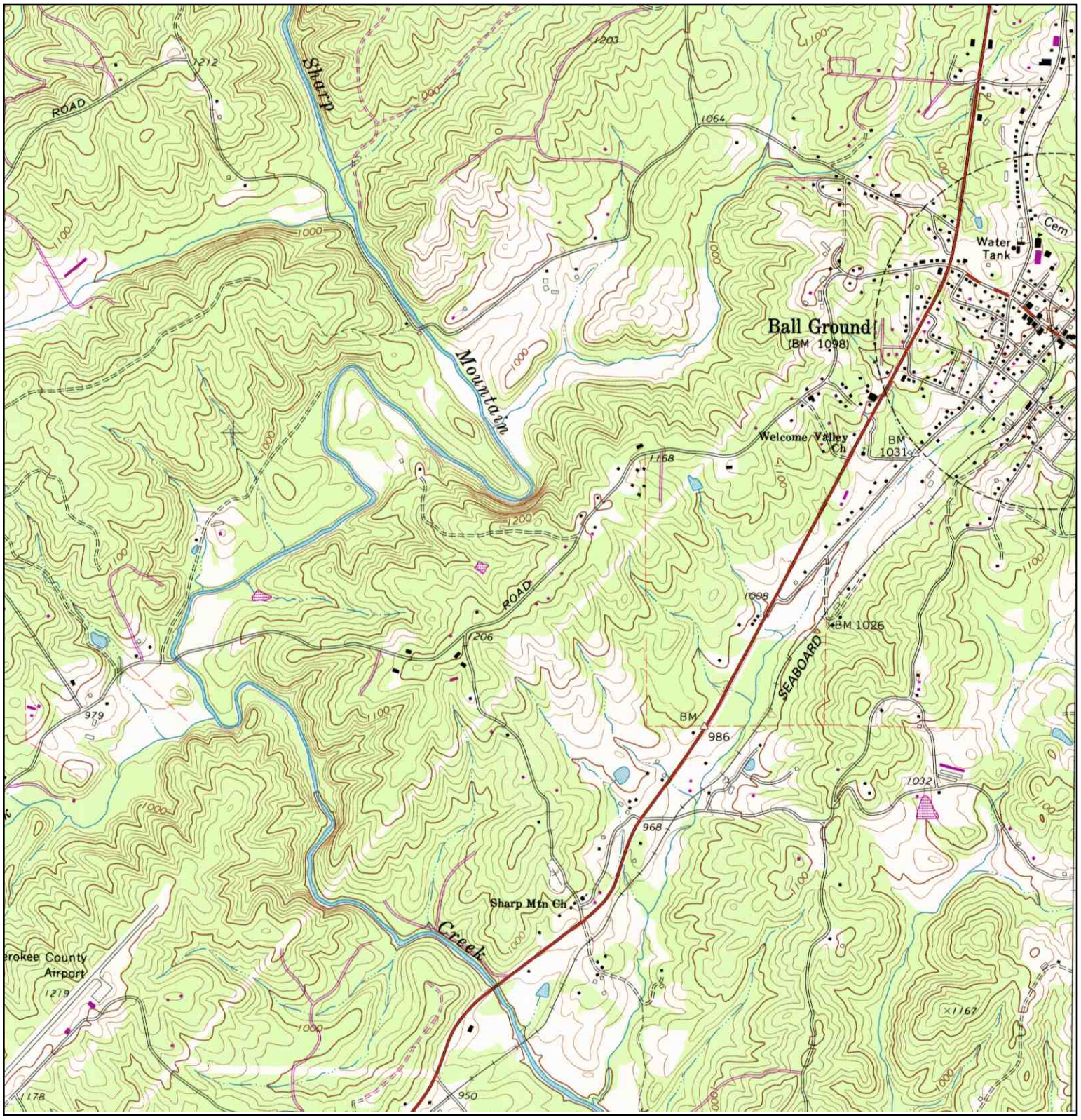
N	TARGET QUAD		SITE NAME:	JT Development	CLIENT:	Maxis Engineering LLC
	NAME:	TATE	ADDRESS:	Old Canton Road	CONTACT:	Rebecca King Donnelly
	MAP YEAR:	1928		Ball Ground, GA 30107	INQUIRY#:	3312873.4
			LAT/LONG:	34.3278 / -84.3881	RESEARCH DATE:	04/30/2012
	SERIES:	15				
	SCALE:	1:62500				

Historical Topographic Map



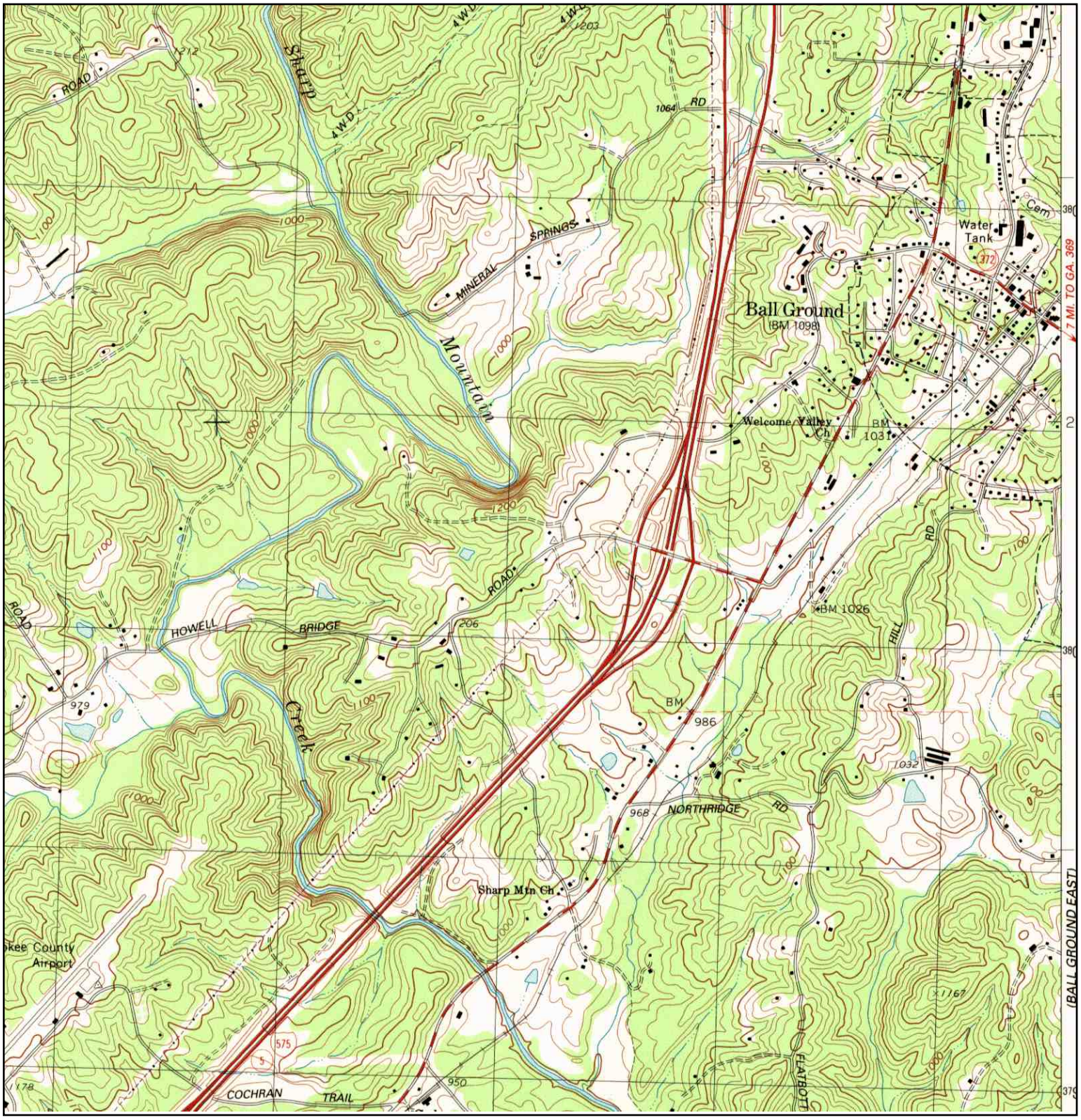
N	TARGET QUAD NAME: BALL GROUND WEST MAP YEAR: 1973 SERIES: 7.5 SCALE: 1:24000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

Historical Topographic Map



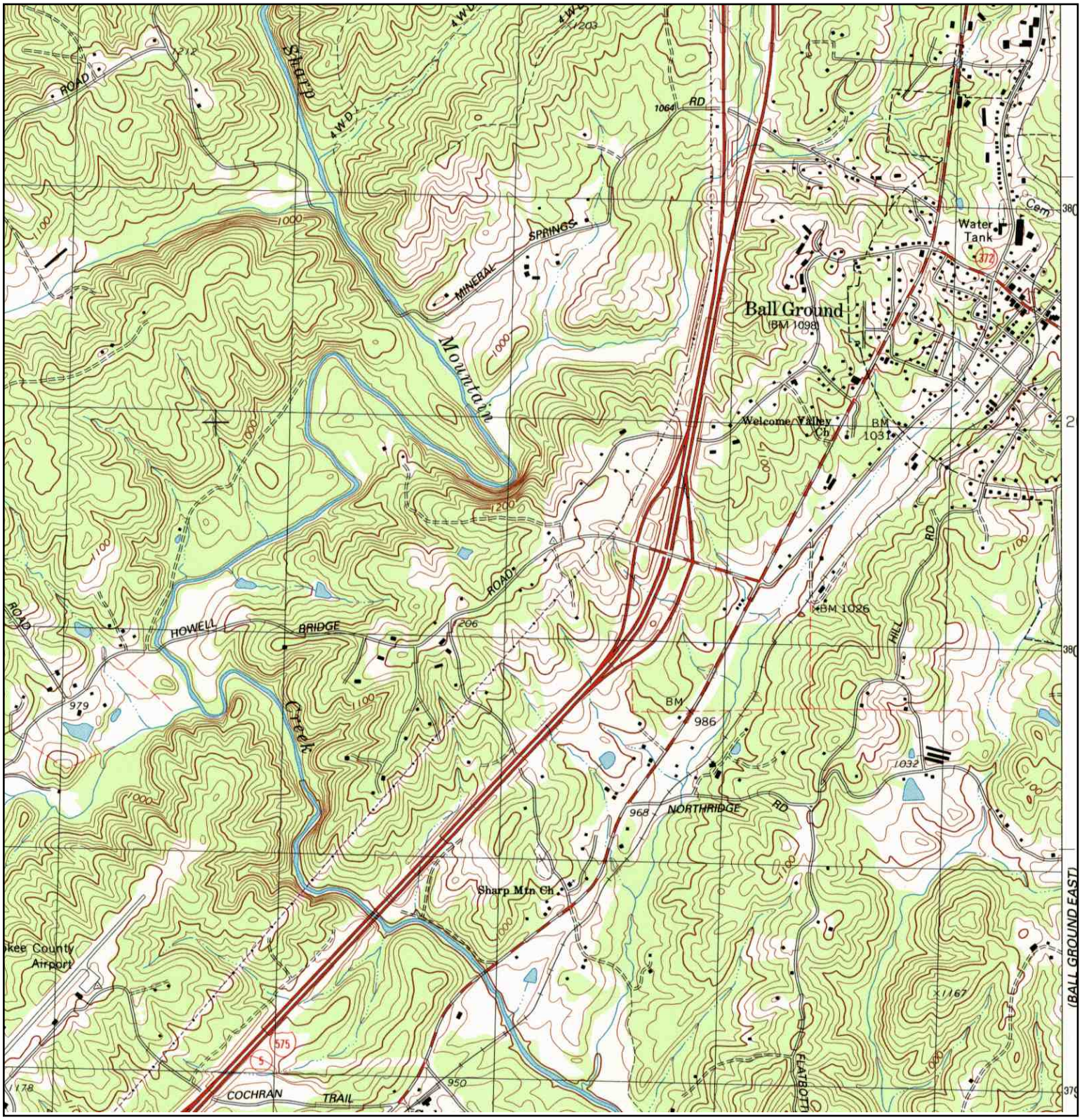
N			
	TARGET QUAD NAME: BALL GROUND WEST MAP YEAR: 1985 PHOTOREVISED FROM :1973 SERIES: 7.5 SCALE: 1:24000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

Historical Topographic Map



N	TARGET QUAD NAME: BALL GROUND WEST MAP YEAR: 1992 SERIES: 7.5 SCALE: 1:24000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

Historical Topographic Map



N	TARGET QUAD		SITE NAME:	JT Development	CLIENT:	Maxis Engineering LLC
	NAME:	BALL GROUND WEST	ADDRESS:	Old Canton Road	CONTACT:	Rebecca King Donnelly
	MAP YEAR:	1997		Ball Ground, GA 30107	INQUIRY#:	3312873.4
			LAT/LONG:	34.3278 / -84.3881	RESEARCH DATE:	04/30/2012
	SERIES:	7.5				
	SCALE:	1:24000				

JT Development
Old Canton Road
Ball Ground, GA 30107

Inquiry Number: 3312873.6
May 03, 2012

The EDR-City Directory Image Report

Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

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City Directory Images

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EXECUTIVE SUMMARY

DESCRIPTION

Environmental Data Resources, Inc.'s (EDR) City Directory Report is a screening tool designed to assist environmental professionals in evaluating potential liability on a target property resulting from past activities. EDR's City Directory Report includes a search of available city directory data at 5 year intervals.

RESEARCH SUMMARY

The following research sources were consulted in the preparation of this report. A check mark indicates where information was identified in the source and provided in this report.

Year	Target Street	Cross Street	Source
2010	☑	☐	Polk's City Directory
1974	☐	☐	Mullin-Kille's City Directory

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FINDINGS

TARGET PROPERTY STREET

Old Canton Road
Ball Ground, GA 30107

Year	*CD Image*	*Source*	
Old Canton Road			
2010	pg A1	Polk's City Directory	
1974	-	Mullin-Kille's City Directory	Street not listed in Source

FINDINGS

CROSS STREETS

No Cross Streets Identified

City Directory Images

Target Street	Cross Street	Source
✓	-	Polk's City Directory

Old Canton Road 2010

OLD CANTON RD 30107
BALL GROUND

WEALTH CODE 5.4

N OFF CANTON HWY AT
HOWELL BRDG RD TO CANTON
HWY AT MARION SPENCE DR

X HOWELL BRIDGE RD

1	♣●KOLLER Karl	OO	7
125	●LAWSON Dan	OO	0
127	●RAY James	770-735-6414	3
131	●HANSEN David	OO	3
170	●FOX Dianne	678-454-0383	6
210	●BLANCO A 3RD	770-737-5266	
211	●REAVES Alicia	OO	
225	●MCFARLAND Sonya	OO	
235	●GARMON Nathan	OO	
245	●CHESHIRE Frances	OO	
260	LOCKE Kimberly	678-454-0171	+9
265	●DUREN Wesley	OO	3
274	♣●MEWBORN Margaret	OO	
276	●JONES Jim	678-454-1036	
285	●NEIGHBORS Gail	OO	3
290	♣●KOLLER Karl	678-454-0870	
295	●HALL Michael L	770-735-4034	
301	●HOLCOMB Ashley	770-735-1810	2
311	●SELLARS Joan	OO	3
319	♣●NELSON Daniel	OO	7
327	●LEFFINGWELL John	OO	

APPENDIX D

Documentation from Title Company/Title Professional

Georgia, Cherokee County
Filed in office the 24th day of Nov 1990
at 2:05 P.M. Recorded in Book 926 Page 87
this 24th day of November 1990
Amanda S. Manning
Clerk Superior Court

VESTING DEED ROBERTS TO FUNK 1990

WARRANTY DEED (Corporate)

STATE OF GEORGIA, CHEROKEE COUNTY

BOOK 926 PAGE 87

THIS INDENTURE, made this 14th day of November in the year of our Lord One Thousand Nine Hundred and Ninety between E. PEPPER ROBERTS, Individually, as to a 33.33% undivided interest; E. PEPPER ROBERTS, AS TRUSTEE of Trust dated January 2, 1970 for the Benefit of Martin Paul Roberts, as to a 4.58% undivided interest; E. PEPPER ROBERTS, AS EXECUTOR of the Estate of Carl W. Roberts (Probate Court File No. 5774, Cherokee County, Georgia Records), as to a .01% undivided interest and as further provided herein; ALFRED WEBB ROBERTS, as to a 33.33% undivided interest; JAMES C. ROBERTS, as to a 5% undivided interest; PEPPER M. ROBERTS, as to a 5% undivided interest; ANNETTE ROBERTS PERRINE f/k/a ANNETTE MARIE ROBERTS, as to a 5.75% undivided interest; MICHAEL LEE McELDUFF, as to a 5.75% undivided interest; CARLA VENETA ROBERTS, as to a 5.75% undivided interest; JACKIE ROBERTS PENNELL f/k/a JACKIE ALMA ROBERTS, as to a 5.75% undivided interest; and JYL ROBERTS BAGBIE f/k/a JYL EVELYN ROBERTS, as to a 5.75% undivided interest, of the first part, and F. JAMES FUNK, JR. and FLORRIE C. FUNK of the State of Georgia and County of Fulton of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, the following described property:

All that tract or parcel of land lying and being in Land Lots 64, 65, 66, 79, 80, 81, 136, 137, 138, 152, and 153 of the 3rd District, 2nd Section, Cherokee County, Georgia, being tracts I - II as per plat of survey for F. James Funk, Jr. and Florrie C. Funk, dated November 12, 1990, prepared by Martin & Morton, Inc., and being recorded in Plat Book 39, page 195, Cherokee County, Georgia Records; said recorded plat of survey being incorporated herein by reference thereto for a more complete description of the property herein conveyed. (PB 39/195)

SUBJECT TO THE PERMITTED EXCEPTIONS AS SET OUT ON EXHIBIT "A" ATTACHED HERETO.

Mrs Road, duty - Geiger pd $3.00

CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID 1.00
DATE 11-24-90

CLERK OF SUPERIOR COURT

B. Pepper Roberts, as Executor, joins in this conveyance for the following specific purposes: (a) to convey to purchaser any and all interest that may have been retained by Earl W. Roberts by virtue of a warranty deed dated November 25, 1967, recorded in Deed Book 131, page 102, Cherokee County, Georgia Records, the grantors therein having been vested by said conveyance with a 99.99% interest; this warranty deed conveying the remaining .01% interest; (b) to convey any and all interest acquired by virtue of the quit claim deed from Rirus David Evans dated October 24, 1990, recorded in Deed Book 926, page 69, aforesaid records; (c) to convey any and all interest acquired by virtue of the quit claim deed from Ruth Helen Covington, Retha Alice Covington, and Paul Covington dated November 3, 1990, recorded in Deed Book 926, page 67, aforesaid records; (d) to convey any and all interest acquired by virtue of the quit claim deed from Southern Marble and Stone Company, Inc., dated November 14, 1990, recorded in Deed Book 926, Page 71, aforesaid records; (e) to convey any and all interest acquired by virtue of the quit claim deed regarding a previous reservation of mineral interest from Fay Williams, dated _____, recorded in Deed Book 926, page 63, aforesaid records; (f) to convey any and all interest acquired by virtue of the quit claim deed regarding a previous reservation of mineral interest from Jeri Wright, dated _____, recorded in Deed Book 926, Page 65, aforesaid records; and (g) to convey any and all interest acquired by virtue of the quit claim deed from Georgia Northeastern Railroad dated _____, _____, recorded in Deed Book _____, Page _____, aforesaid records.

TO HAVE AND TO HOLD, The said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of P. JAMES PUNK, JR. and FLONNIE G. PUNK, the said parties of the second part, their heirs and assigns forever in Fee Simple.

And the said parties of the first part, for their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the second part, their heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

E. Pepper Roberts, individually (Seal)

Notary Public
My Commission Expires:

Notary Public, Pickens County, Georgia
My Commission Expires May 22, 1992

Signed, sealed and delivered
in the presence of:

Unofficial Witness

E. Pepper Roberts as Trustee of
Trust dated January 2, 1970
For the Benefit of Martin Paul
Roberts (Seal)

Notary Public
My Commission Expires:

Notary Public, Pickens County, Georgia
My Commission Expires May 22, 1992

Signed, sealed and delivered
in the presence of:

Unofficial Witness

E. Pepper Roberts, Executor of
the Estate of Carl W. Roberts (Seal)

Notary Public
My Commission Expires:

Notary Public, Pickens County, Georgia
My Commission Expires May 22, 1992

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Alfred Webb Roberts (Seal)

Notary Public
My Commission Expires:

Notary Public, Pickens County, Georgia
My Commission Expires May 22, 1992

Signed, sealed and delivered
in the presence of:

Unofficial Witness

James C. Roberts (Seal)

Notary Public
My Commission Expires:

Notary Public, Pickens County, Georgia
My Commission Expires May 22, 1992

BOOK 926 PAGE 90

Signed, sealed and delivered
in the presence of:

Unofficial Witness — Roberts (Seal)

Notary Public
My Commission Expires: Notary Public, Pickens County, Georgia My Commission Expires May 22, 1992

Signed, sealed and delivered
in the presence of:

Unofficial Witness — Annette Roberts Perkins f/k/a Annette Haily Roberts (Seal)

Notary Public
My Commission Expires: Notary Public, Pickens County, Georgia My Commission Expires May 22, 1992

Signed, sealed and delivered
in the presence of:

Unofficial Witness — Michael Lee McElduff (Seal)
by Doris A. Roberts P.O.A.

Notary Public
My Commission Expires: Notary Public, Pickens County, Georgia My Commission Expires May 22, 1992

Signed, sealed and delivered
in the presence of:

Unofficial Witness — Carla Venera Roberts (Seal)

Notary Public
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Unofficial Witness — Jackie Roberts Pennell f/k/a Jackie Alma Roberts (Seal)

Notary Public
My Commission Expires:

Signed, sealed and delivered
in the presence of:

Unofficial Witness — Gyl Roberts Rankin f/k/a Gyl Evelyn Roberts (Seal)

Notary Public
My Commission Expires:

PERMITTED EXCEPTIONS

(1) Rights of others in and to the use and maintenance of utility easements as shown on the aforementioned plat of survey.

(2) Rights of others in and to the use of roadways and/or access easements as shown on the aforementioned plat of survey.

(3) Rights of upper and lower riparian owners in and to the waters of creeks or branches crossing or adjoining the property, and the natural flow thereof, free from diminution or pollution, as shown on the aforementioned plat of survey.

(4) Rights of existing tenants in the rental houses located on said property.

ANNETTE FLEMING
CLERK, SUPERIOR COURT OF CHEROKEE COUNTY

Rec. 11-27-90

BOOK 1116 PAGE 255

WARRANTY DEED

STATE OF GEORGIA, CHEROKEE COUNTY

THIS INDENTURE, Made this 16th day of January in the year of our Lord One Thousand Nine Hundred and Ninety-two between SOUTHERN MARBLE & STONE CO. ("Grantor") of the State of Georgia and County of Cherokee, and F. JAMES FUNK, JR. and FLORRIE C. FUNK ("Grantee") of the State of Georgia and County of Fulton, (the terms "Grantor" and "Grantee" to include the singular and the plural, and shall be deemed to refer equally to each of said persons, firms or entities, their respective heirs, successors and assigns where the context hereof requires or permits),

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to wit:

All that tract or parcel of land lying and being in Land Lots 137 and 138 of the 3rd District, 2nd Section, Cherokee County, Georgia and being more particularly described as follows:

BEGINNING at an iron pin found on the southeast right of way of the Georgia Northeastern Railroad (100 foot right of way) at its intersection with a branch, said iron pin also located North 38 degrees 47 minutes 05 seconds East a distance of 133.68 feet from the intersection of said right of way with the south land lot line of Land Lot 138; thence following the centerline of said branch in an easterly direction a total distance of 266.74 feet to an iron pin; thence North 28 degrees 51 minutes 43 seconds East a distance of 371.76 feet to an iron pin; thence North 51 degrees 12 minutes 55 seconds West a distance of 30.00 feet to an iron pin; thence North 38 degrees 47 minutes 05 seconds East a distance of 523.00 feet to an iron pin; thence North 51 degrees 12 minutes 55 seconds West a distance of 200.00 feet to an iron pin found on the southeast right of way of the Georgia Northeastern Railroad; thence along said right of way and following the curvature thereof in a southwesterly direction a distance of 1,231 feet, more or less, to the point of beginning.

TO HAVE AND TO HOLD the above-described tract or parcel of land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE.

AND, SUBJECT TO the title matters expressly set forth hereinabove, it may, Grantor will warrant and forever defend the right and title to the above described property unto the Grantee against the claims of all persons whomsoever.

CHEROKEE COUNTY, GA.
REAL ESTATE TRANSFER TAX
PAID 116.00
DATE 1-20-92
Darnell Stevens
CLERK OF SUPERIOR COURT

Georgia, Cherokee County
Filed in my office this 22nd day of Jan 1992
at 11:04 o'clock A.M. and recorded in Book
this 23rd day of January 1992
Darnell Stevens
Clerk Superior Court

#12604

BOOK 116 PAGE 296

IN WITNESS WHEREOF, Grantor has signed and sealed this Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

SOUTHERN MARBLE & STONE CO.

By: _____ (Seal)
W. F. Roberts, President

Unofficial Witness

Notary Public
My Commission Expires:

Notary Public, Fulton County, Georgia
My Commission Expires May 22, 1992

(Corporate Seal)

Rec. 1-31-92
ANNETTE FLEMING
Clerk Superior Court Fulton County

Filed in 06/11/2005 09:18 AM Office Clerk of Superior Court Cherokee County, GA Deed BK 7973 Page 354, Transfer Tax $340.80 Patty Baker

William E. Whitaker
Attorney At Law
P.O. Box 371
Canton, GA 30169

WARRANTY DEED

STATE OF GEORGIA COUNTY OF CHEROKEE

THIS INDENTURE, made this 31st day of May, 2005 between **Excursion Properties, LLC** of the State of Georgia of the first part and **Valley Station, LLC** of the State of Georgia of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of Ten Dollars and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns:

All that tract or parcel of land lying and being in Land Lots 65, 79, 80, 81, 137 and 138 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for a more complete description of the property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of **Valley Station, LLC** the said party of the second part, its successors and assigns forever in FEE SIMPLE and the said party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said party of the second part, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in the presence of

Excursion Properties, LLC

Witness BY:

Notary

WILLIAM E. WHITAKER NOTARY PUBLIC CHEROKEE COUNTY GEORGIA EXPIRES NOV. 3, 2005

EXHIBIT "A"

Tract 1:

All that tract or parcel of land lying and being in Land Lots 79, 80, 137 and 138 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at an iron pin at the intersection of the southeast right-of-way of Canton-Ball Ground Highway (formerly Georgia Highway No. 5) (variable right-of-way) and the northern right-of-way of Old Canton Road (variable right-of-way); thence, following the southeastern right-of-way of Canton-Ball Ground Highway, North 27 degrees 48 minutes 50 seconds East 57.40 feet to an iron pin which is the POINT OF BEGINNING; thence North 27 degrees 48 minutes 50 seconds East 1395.30 feet to an iron pin; thence, North 27 degrees 48 minutes 50 seconds East 19.48 feet to a point at the intersection of the southeast right-of-way of Canton-Ball Ground Highway and the centerline of a branch; thence, following said branch centerline, South 46 degrees 25 minutes 45 seconds East 9.63 feet to a point; thence, South 23 degrees 44 minutes 35 seconds East 35.10 feet to a point; thence, South 01 degree 22 minutes 55 seconds West 28.22 feet to a point; thence, South 17 degrees 05 minutes 50 seconds East 45.09 feet to a point; thence, South 20 degrees 05 minutes 20 seconds West 26.17 feet to a point; thence, South 01 degree 43 minutes 30 seconds West 13.93 feet to a point; thence, South 34 degrees 06 minutes 15 seconds East 22.74 feet to a point; thence, South 10 degrees 43 minutes 35 seconds East 28.18 feet to a point; thence, South 50 degrees 39 minutes 25 seconds East 18.23 feet to a point; thence, North 77 degrees 18 minutes 30 seconds East 11.22 feet to a point; thence, South 40 degrees 48 minutes 20 seconds East 98.50 feet to a point; thence, South 85 degrees 21 minutes 20 seconds East 15.25 feet to a point; thence, South 51 degrees 03 minutes 00 seconds East 23.34 feet to a point; thence, North 58 degrees 35 minutes 35 seconds East 13.36 feet to a point; thence, South 74 degrees 06 minutes 50 seconds East 18.42 feet to a point; thence, South 62 degrees 47 minutes 35 seconds East 33.48 feet to a point; thence, South 51 degrees 00 minutes 45 seconds East 21.88 feet to a point; thence, South 59 degrees 15 minutes 10 seconds East 27.25 feet to a point; thence, South 05 degrees 11 minutes 35 seconds East 3.52 feet to a point at the intersection of the branch centerline and the northwest right-of-way of Old Canton Road (variable right-of-way); thence, following said right-of-way, South 41 degrees 08 minutes 20 seconds West 1273.17 feet to a point; thence, South 56 degrees 39 minutes 15 seconds West 7.50 feet to a point; thence, leaving said right-of-way, North 72 degrees 44 minutes 25 seconds West 72.01 feet to a point; thence North 22 degrees 27 minutes 40 seconds West 31.93 feet to a point which is the POINT OF BEGINNING.

This is the 7.37 acres +/- shown as Tract No. 1 on a Plat of Survey for Excursion Properties, LLC, Southern National Bank and First American Title Insurance Company (South Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc.

Tract 2:

All that tract or parcel of land lying and being in Land Lots 80, 137 and 138 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at an iron pin at the intersection of the southeast right-of-way of Canton-Ball Ground Highway (formerly Georgia Highway No. 5) (variable right-of-way) and the southern right-of-way of Old Canton Road (variable right-of-way); thence, following the southern and eastern right-of-way of Old Canton Road, South 68 degrees 57 minutes 50 seconds East 51.64 feet to a point; thence, South 72 degrees 22 minutes 55 seconds East 22.80 feet to a point; thence, South 85 degrees 47

minutes 05 seconds East 36.86 feet to a point; thence, North 73 degrees 05 minutes 15 seconds East 28.31 feet to a point; thence, North 56 degrees 39 minutes 15 seconds East 20.35 feet to a point; thence, North 41 degrees 08 minutes 20 seconds East 60.00 feet to an iron pin, WHICH IS THE POINT OF BEGINNING; thence, North 41 degrees 08 minutes 20 seconds East 1257.43 feet to an iron pin; thence, leaving said right-of-way, South 48 degrees 53 minutes 25 seconds East 436.08 feet to an iron pin on the northwest right-of-way of Georgia Northeastern Railroad (100 foot right-of-way); thence, following said right-of-way, South 39 degrees 02 minutes 25 seconds West 1072.76 feet to a point; thence, leaving said right-of-way, North 50 degrees 41 minutes 40 seconds West 23.40 feet to a point; thence, along an arc to the left with a radius of 255.00, a distance of 154.46 feet to the intersection of that arc and a chord with a direction of North 68 degrees 02 minutes 50 seconds West and a distance of 152.11 feet; thence, North 85 degrees 24 minutes 05 seconds West 325.52 feet to a point; thence along an arc to the right with a radius of 145.00 feet an arc distance of 32.04 feet to the intersection of that arc and a chord with a direction of North 79 degrees 04 minutes 15 seconds West and a distance of 31.98 feet; thence, North 72 degrees 44 minutes 25 seconds West 20.71 feet to a point at the southeast right-of-way of Old Canton Road which is the POINT OF BEGINNING.

This is the 12.43 acres shown as Tract No. 2 on a Plat of Survey for Excursion Properties, LLC, Southern National Bank and First American Title Insurance Company (South Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc.

Tract 3:

All that tract or parcel of land lying and being in Land Lot 138 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, COMMENCE at an iron pin at the intersection of the southeast right-of-way of Canton-Ball Ground Highway (formerly Georgia Highway No. 5) (variable right-of-way) and the southern right of way of Old Canton Road (variable right-of-way); thence, following the southeast right-of-way of Canton-Ball Ground Road, South 27 degrees 44 minutes 20 seconds West to a point which is the POINT OF BEGINNING, thence, leaving said right-of-way, North 67 degrees 22 minutes 15 seconds East 38.39 feet to a point; thence South 72 degrees 44 minutes 25 seconds East 170.14 feet to a point; thence along an arc to the left with a radius of 255.00, a distance of 56.35 feet to a point at the intersection of that arc and a chord with a direction of South 79 degrees 04 minutes 15 seconds East and a distance of 56.23 feet; thence South 85 degrees 24 minutes 05 seconds East 325.52 feet to a point; thence along an arc to the right with a radius of 145.00 a distance of 87.83 feet to a point at the intersection of that arc and a chord with a direction of South 68 degrees 02 minutes 50 seconds East and a distance of 86.49 feet; thence South 50 degrees 41 minutes 40 seconds East 23.91 feet to a point at the northeastern right-of-way of Georgia Northeastern Railroad (100 foot right-of-way); thence, following said right-of-way, South 39 degrees 02 minutes 25 seconds West 511.37 feet to an iron pin on the southern land lot line of Land Lot 138; thence, following said land lot line, North 89 degrees 11 minutes 30 seconds West 421.84 feet to an iron pin; thence, North 27 degrees 48 minutes 35 seconds East 99.80 feet to an iron pin; thence, North 89 degrees 12 minutes 35 seconds West 199.96 feet to an iron pin on the southeast right-of-way of Canton-Ball Ground Highway; thence, following said right-of-way, North 27 degrees 44 minutes 20 seconds East 474.72 feet to a point which is the POINT OF BEGINNING.

This is the 6.92 acres shown as Tract No. 5 on a Plat of Survey for Excursion Properties, LLC, Southern National Bank and First American Title Insurance Company (South Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc.

Less and Except:

All that tract or parcel of land lying and being in Land Lot 138 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin at the intersection of the southeastern right-of-way of Canton-Ball Ground Highway (formerly Georgia Highway No. 5) (variable right-of-way) and the southern right-of-way of Old Canton Road (variable right-of-way); thence, South 27 degrees 44 minutes 20 seconds West 301.62 feet to a point; thence, South 27 degrees 44 minutes 20 seconds East 217.19 feet to an iron pin; thence, North 41 degrees 02 minutes 55 seconds East 108.59 feet to a point which is the POINT OF BEGINNING; thence, South 27 degrees 44 minutes 20 seconds West 25.02 feet to an iron pin; thence, South 62 degrees 15 minutes 40 seconds East 50.00 feet to an iron pin; thence, North 27 degrees 44 minutes 20 seconds East 50.00 feet to an iron pin; thence, North 62 degrees 15 minutes 40 seconds West 44.09 feet to a point; thence, North 62 degrees 15 minutes 40 seconds West 5.91 feet to an iron pin; thence, South 27 degrees 44 minutes 20 seconds West 24.98 feet to a point which is the POINT OF BEGINNING.

This is the City of Ball Ground Pump Station "B" shown on a Plat of Survey for Excursion Properties, LLC, Southern National Bank and First American Title Insurance Company (South Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc.

COPY

Tract 4:

All that tract or parcel of land lying and being in Land Lot 65 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

To find the POINT OF BEGINNING commence at an iron pin at the intersection of the southern land lot line of Land Lot 65 and the northwestern right-of-way of Old Canton Road (50 foot right-of-way); thence, following the southern land lot line of Land Lot 65, North 89 degrees 50 minutes 45 seconds West 23.52 feet +/- to the centerline of a branch which is the POINT OF BEGINNING; thence, following said land lot line, North 89 degrees 50 minutes 45 seconds West 6.58 feet to an iron pin; thence, North 89 degrees 50 minutes 45 seconds West 589.26 feet to an iron pin at the eastern right-of-way of an unnamed tar and gravel road (variable right-of-way); thence, following said right-of-way, North 23 degrees 05 minutes 25 seconds East 23.44 feet to a point; thence, North 08 degrees 31 minutes 45 seconds East 61.13 feet to a point; thence, North 03 degrees 29 minutes 25 seconds East 115.66 feet to an iron pin; thence, leaving said right-of-way, South 86 degrees 30 minutes 35 seconds East 25.00 feet to an iron pin; thence, North 03 degrees 29 minutes 25 seconds East 144.16 feet to a point; thence, North 09 degrees 38 minutes 35 seconds East 48.98 feet to a point; thence, North 19 degrees 20 minutes 15 seconds East 38.39 feet to a point; thence, North 24 degrees 21 minutes 15 seconds East 30.21 feet to a point; thence, North 27 degrees 57 minutes 50 seconds East 51.56 feet to a point; thence, North 17 degrees 12 minutes 35 seconds East 47.02 feet to a point; thence, North 01 degree 33 minutes 15 seconds East 45.93 feet to an iron pin; thence, leaving said right-of-way, South 52 degrees 10 minutes 05 seconds East 8.71 feet to an iron pin; thence, South 52 degrees 10 minutes 05 seconds East 379.23 feet to an iron pin; thence, South 52 degrees 10 minutes 05 seconds East 15.52 feet to a point at the centerline of a branch; thence, following said branch centerline, South 26 degrees 56 minutes 15 seconds East 34.35 feet to a point; thence, South 25 degrees 34 minutes 20 seconds East 60.76 feet to a point; thence, South 05 degrees 53 minutes 50 seconds East 40.32 feet to a point; thence, South 26 degrees 29 minutes 50 seconds East 41.04 feet to a point; thence, South 14 degrees 30 minutes 10 seconds East 62.02 feet to a point; thence, South 27 degrees 32 minutes 40 seconds East 37.20 feet to a point; thence, South 61 degrees 49 minutes 30 seconds East 38.32 feet to a point; thence, South 29 degrees 19 minutes 55 seconds East 21.30 feet to a point; thence, South 04 degrees 49 minutes 25 seconds East 50.60 feet to a point at the intersection of the branch and the southern land lot line of Land Lot 65 which point is the POINT OF BEGINNING.

This is 4.93 acres +/- which is shown as Tract No. 1 on a Plat of Survey for Excursion Properties, LLC, Southern National Bank and First American Title Insurance Company (North Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc.

Tract 5:

All that tract or parcel of land lying and being in Land Lot 80 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

To find the POINT OF BEGINNING commence at an iron pin at the intersection of the southern land lot line of Land Lot 65 (northern land lot line of Land Lot 80) and the southwestern right-of-way of Old Canton Road (50 foot right-of-way); thence, following said right-of-way in a southwesterly direction 477.57 feet to an iron pin which is the POINT OF BEGINNING; thence, continuing along said right-of-way, South 40 degrees 34 minutes 45 seconds West 127.40 feet to a point; thence, South 41 degrees 06 minutes 40 seconds West 118.68 feet to an iron pin; thence, leaving said right-of-way, North 49 degrees 12 minutes 10 seconds West 449.02 feet to a point; thence, North 40 degrees 41 minutes 55 seconds East 245.96 feet to an iron pin; thence, South 49

degrees 13 minutes 05 seconds East 449.21 feet to an iron pin which is the POINT OF BEGINNING.

This is the 2.54 acres shown as Tract No. 3 on a Plat of Survey for Excursion Properties, LLC, Southern National Bank and First American Title Insurance Company (North Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc.

Tract 6:

All that tract or parcel of land lying and being in Land Lot 80 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

To find the POINT OF BEGINNING commence at an iron pin at the intersection of the southern land lot line of Land Lot 65 (northern land lot line of Land Lot 80) and the northwest right-of-way of Old Canton Road (50 foot right-of-way); thence, following said land lot line, North 89 degrees 50 minutes 45 seconds West 600.6 feet to a marble monument which is the POINT OF BEGINNING; thence, leaving said land lot line, South 40 degrees 41 minutes 55 seconds West 581.03 feet to an iron pin; thence, North 49 degrees 21 minutes 50 seconds West 72.68 feet to an iron pin on the southeastern right-of-way of Canton-Ball Ground Road (formerly Georgia Highway No. 5) (variable right-of-way); thence, following said right-of-way, North 27 degrees 48 minutes 50 seconds East 374.62 feet to a concrete monument; thence, South 62 degrees 17 minutes 10 seconds East 9.99 feet to a concrete monument; thence, North 27 degrees 55 minutes 20 seconds East 49.90 feet to a concrete monument; thence, North 62 degrees 37 minutes 55 seconds West 10.08 feet to a concrete monument; thence, North 27 degrees 48 minutes 50 seconds East 20.76 feet to an iron pin at the northern land lot line of Land Lot 80; thence, following said land lot line, South 89 degrees 50 minutes 45 seconds East 226.28 feet to a marble monument which is the POINT OF BEGINNING.

This is the 1.50 acres shown as Tract No. 4 on a Plat of Survey for Excursion Properties, LLC, Southern National Bank and First American Title Insurance Company (North Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc.

Tract 7:

All that tract or parcel of land lying and being in Land Lot 80 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

To find the POINT OF BEGINNING, commence at an iron pin at the intersection of the northern land lot line of Land Lot 80 and the southeastern right-of-way of Canton-Ball Ground Highway (formerly Georgia Highway No. 5) (variable right-of-way); thence, following the southeastern right-of-way of Canton-Ball Ground Highway, South 27 degrees 48 minutes 50 seconds West 20.76 feet to a concrete monument; thence, South 62 degrees 37 minutes 55 seconds East 10.08 feet to a concrete monument; thence, South 27 degrees 55 minutes 20 seconds West 49.90 feet to a concrete monument; thence, North 62 degrees 17 minutes 10 seconds West 9.99 feet to a concrete monument; thence, South 27 degrees 48 minutes 50 seconds West 374.62 feet to an iron pin; thence, South 27 degrees 48 minutes 50 seconds West 249.83 feet to an iron pin which is the POINT OF BEGINNING; thence, leaving said right-of-way, South 51 degrees 10 minutes 35 seconds East 17.16 feet to an iron pin; thence, South 40 degrees 43 minutes 50 seconds West 75.36 feet to an iron pin on the southeast right-of-way of Canton-Ball Ground Highway; thence, following said right-of-way, North 27 degrees 48 minutes 50 seconds East 76.73 feet to an iron pin which is the POINT OF BEGINNING.

This 0.01 acre shown as Tract No. 6 on a Plat of Survey for Excursion Properties, LLC, Southern National Bank and First American Title Insurance Company (North Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc.

TRACT 8:

All that tract or parcel of land lying and being in Land Lot 80 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

BEGIN at an iron pin at the intersection of the northwest right-of-way of Old Canton Road (50 foot right-of-way) and the northern land lot line of Land Lot 80; thence, following said right-of-way, South 43 degrees 27 minutes 45 seconds West 61.23 feet to a point; thence, South 42 degrees 29 minutes 15 seconds West 73.47 feet to a point; thence, South 41 degrees 04 minutes 40 seconds West 237.17 feet to a point; thence, South 40 degrees 30 minutes 20 seconds West 105.70 feet to an iron pin; thence, leaving said right-of-way, North 49 degrees 13 minutes 05 seconds West 449.61 feet to an iron pin; thence, North 40 degrees 41 minutes 55 seconds East 86.67 feet to a marble monument found on the northern land lot line of Land Lot 80; thence, following said land lot line, South 89 degrees 50 minutes 45 seconds East 600.16 feet to an iron pin which is the POINT OF BEGINNING.

This is the 2.90 acres shown as Tract No. 2 on a Plat of Survey for Excursion Properties, LLC (North Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc. The above property is Lot 1 of the Naccoochee Subdivision of Lucinda Starnes Estate shown on a Plat of Survey made by Ed Billings on February 2, 1925 conveyed to H. David Byers and Jennie D. Byers in an Executor's Deed recorded in Deed Book 2986, Page 115, Cherokee County Records.

Tract 9:

All that tract or parcel of land lying and being in Land Lots 80 and 81 of the 3rd District, 2nd Section of Cherokee County, Georgia, being more particularly described as follows:

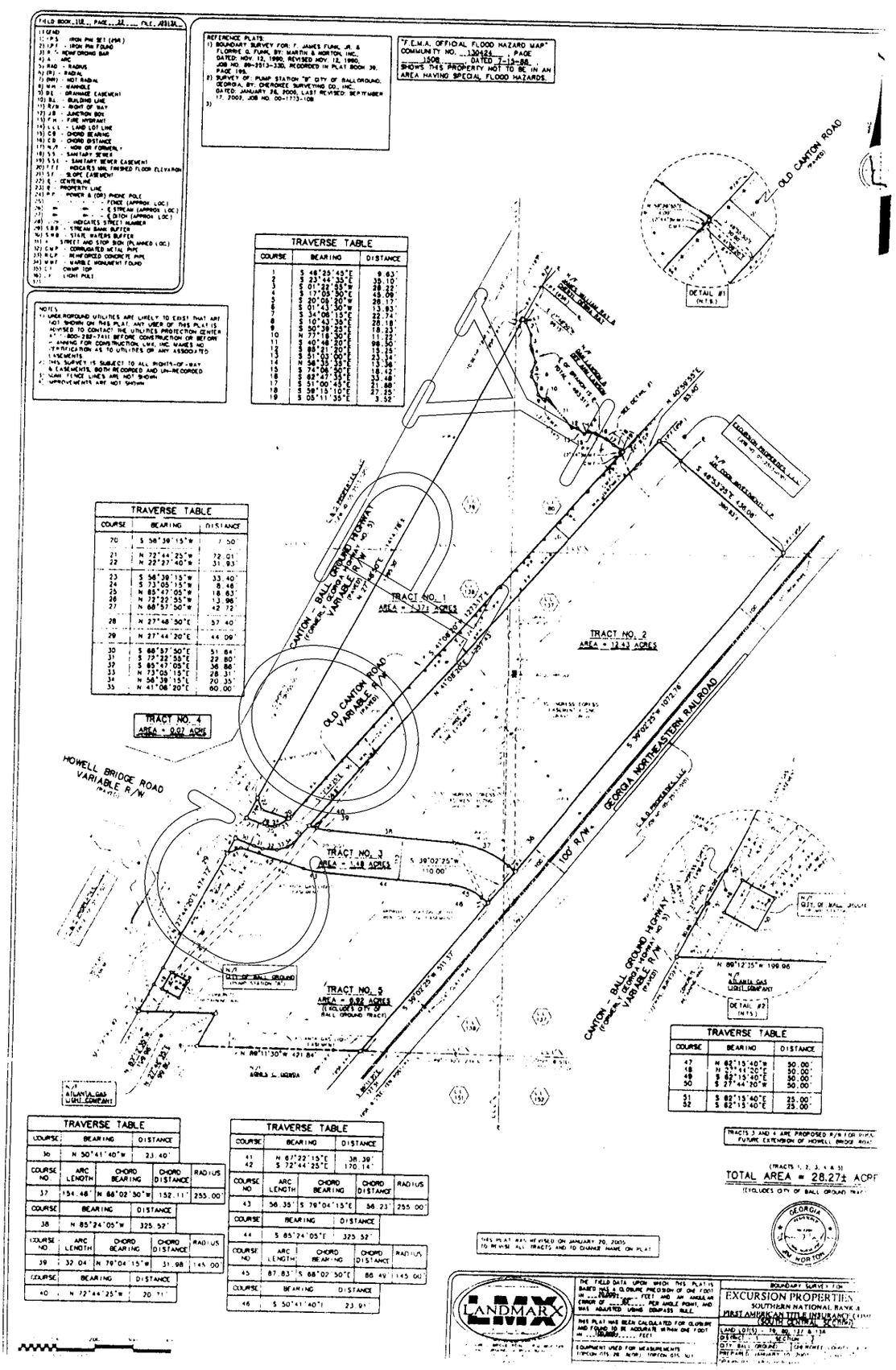
BEGIN at an iron pin at the intersection of the southeast right-of-way of Old Canton Road (50 foot right-of-way) and the northern land lot line of Land Lot 81; thence, leaving said land lot line, South 06 degrees 02 minutes 15 seconds East 90.92 feet to the centerline of a creek; thence, following said creek centerline, South 76 degrees 31 minutes 05 seconds West 27.46 feet to a point; thence, South 40 degrees 10 minutes 55 seconds West 98.13 feet to a point; thence, South 53 degrees 44 minutes 25 seconds West 20.79 feet to a point; thence, South 41 degrees 57 minutes 25 seconds West 26.69 feet to a point; thence, South 31 degrees 48 minutes 10 seconds West 50.96 feet to a point; thence, South 49 degrees 18 minutes 15 seconds West 44.88 feet to a point; thence, South 30 degrees 35 minutes 45 seconds West 84.57 feet to a point; thence, South 34 degrees 42 minutes 40 seconds West 45.79 feet to a point; thence, South 44 degrees 56 minutes 00 seconds West 53.18 feet to a point; thence, South 38 degrees 09 minutes 35 seconds West 104.20 feet to a point; thence, South 30 degrees 34 minutes 25 seconds West 91.24 feet to a point; thence, South 48 degrees 23 minutes 55 seconds West 38.89 feet to a point; thence, South 32 degrees 26 minutes 05 seconds West 55.94 feet to a point; thence, South 43 degrees 41 minutes 30 seconds West 87.50 feet to a point; thence, South 37 degrees 08 minutes 10 seconds West 71.65 feet to a point; thence, South 39 degrees 44 minutes 40 seconds West 50.67 feet to a point; thence, South 44 degrees 14 minutes 05 seconds West 76.01 feet to a point; thence, South 44 degrees 44 minutes 20 seconds West 196.99 feet to a point; thence, South 37 degrees 46 minutes 25 seconds West 58.04 feet to a point; thence, South 49 degrees 21 minutes 35 seconds West 43.31 feet to a point; thence, South 43 degrees 35 minutes 40 seconds West 57.51 feet to a point; thence, leaving said creek centerline, North 48 degrees 53 minutes 25 seconds West 75.25 feet to an iron pin at the southeast right-of-way of Old Canton Road; thence, following said right-of-way, North 41 degrees 22 minutes 20 seconds East 260.30 feet to a point; thence, North 40 degrees 44 minutes 40 seconds East 134.60 feet to a point; thence, North 40 degrees 58 minutes 20 seconds

East 269.04 feet to a point; thence, North 41 degrees 06 minutes 40 seconds East 118.85 feet to a point; thence, North 40 degrees 34 minutes 45 seconds East 127.67 feet to a point; thence, North 40 degrees 30 minutes 20 seconds East 105.49 feet to a point; thence, North 41 degrees 04 minutes 40 seconds East 236.30 feet to a point; thence, North 42 degrees 29 minutes 15 seconds East 72.43 feet to a point; thence, North 43 degrees 27 minutes 45 seconds East 86.82 feet to a point; thence, North 42 degrees 42 minutes 10 seconds East 22.31 feet to an iron pin which is the POINT OF BEGINNING.

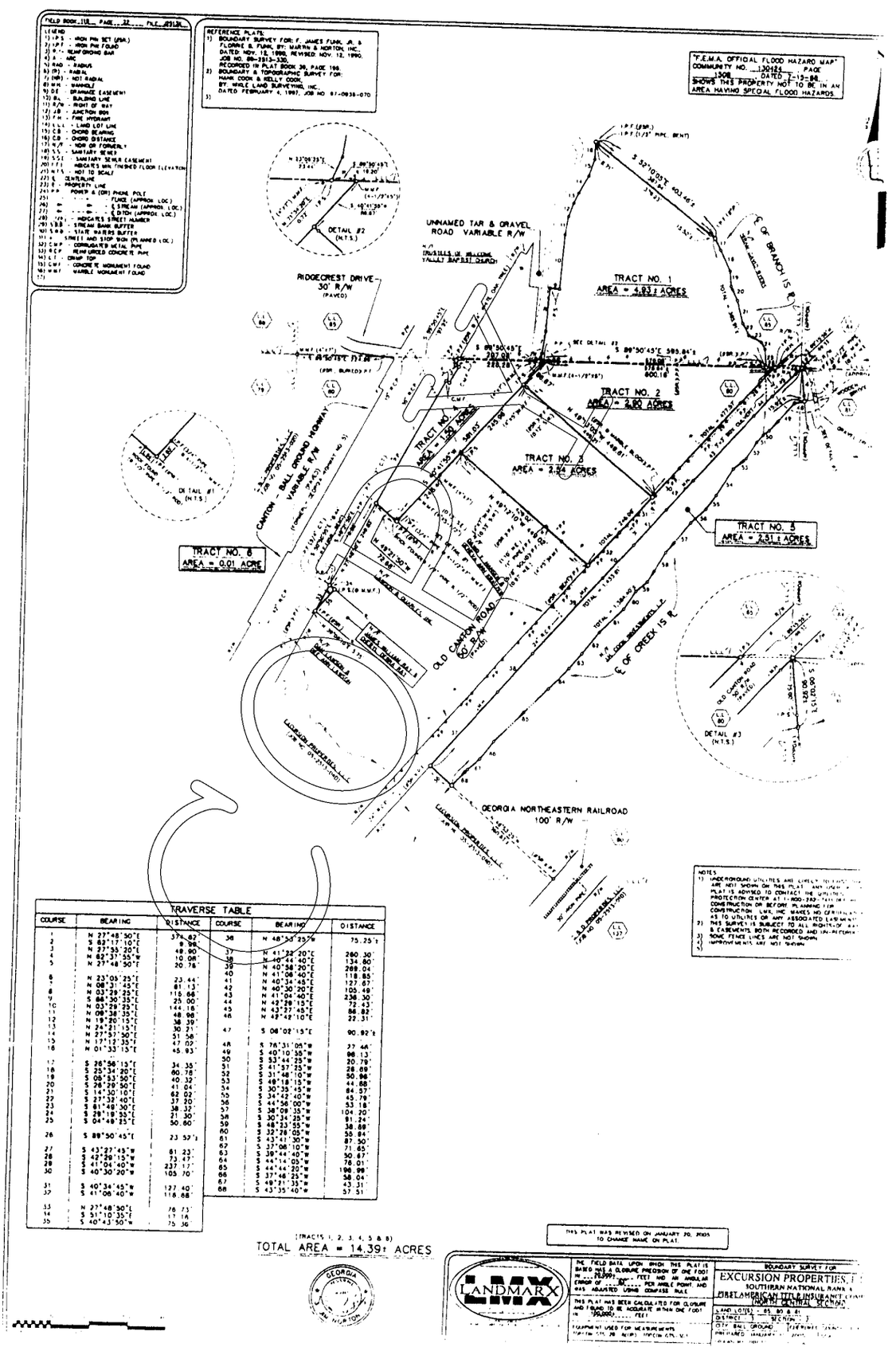
This is the 2.51 acres shown as Tract No. 5 on a Plat of Survey for Excursion Properties, LLC (North Central Section) dated January 10, 2005 and revised January 20, 2005 by Landmarx, Inc.

COPY

Deed BK 7973 PG 362



Deed BK 7973 PG 363



Filed in 03/22/2006 02:13 PM Office Clerk of Superior Court Cherokee County, GA Deed BK 8645 Page 251, Patty Baker

4

Georgia Power Company
Attention: Connie Martin
Land Department - Bin 10151
241 Ralph McGill Boulevard, NE
Atlanta, GA 30308-3374

Name of Line No **7650** — **LANDMARX, INC. VALLEY STATION/RD. (CHEROKEE COUNTY)** **DISTRIBUTION LINE**
Parcel No **001** Account No **69596-001056-0-64351-30000000**
Letter File **9-6337** Deed File **13782** Map File

State of **Georgia**
Cherokee County

E A S E M E N T

Received of **Georgia Power Company**, hereinafter called the Company, the sum of **Ten and 00/100 ********** Dollars **$ 10.00** and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, in exchange for which the undersigned

Valley Station, LLC

whose Post Office Address is **Ashley Holcomb**
P. O. Box 129, Ball Ground, GA 30107

does hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon, along and across that tract of land owned by the undersigned at

Valley Rd., Valley Station, Ball Ground, GA 30107

(address of property) in Land Lot **65, 79, 80, 81, 137 & 138** of the **3rd** District of **CHEROKEE** County, State of **Georgia**, said lands being bounded as follows:

on the North by lands of Tax Parcel 03N01 108,
on the South by lands of ,
on the East by lands of ,
and on the West by lands of R/W of Canton Highway.

Said lands being more particularly described on a plat marked "Exhibit A" and attached hereto and made a part hereof,

together with the right to construct, operate, and maintain continuously upon and under said lands, its lines for transmitting electric current, with poles, wires, transformers, service pedestals, and other necessary apparatus, fixtures, and appliances, including the right to attach communication facilities to said poles, to stretch communication or other lines on said poles, or under said lands and to attach related apparatus, fixtures, and appliances, with the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company, or person, to said poles for electric, communications or other purposes, upon or under said lands with necessary appliances; with the right to assign this easement in whole or in part; together with the right at all times to enter upon said lands

Parcel 001 Name of Line **LANDMARX, INC. VALLEY STATION/RD. (CHEROKEE COUNTY)**

for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said overhead or underground lines, transformers, fixtures, and appliances, all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper operation of said overhead or underground lines, transformers, fixtures, and appliances; also the right of ingress and egress over the property of the undersigned to and from said lines. The rights herein granted include without limitation all the necessary rights for Company to install and maintain electrical and communication lines and facilities to existing and future structure(s) under the easement terms herein provided, on the property of the undersigned. Any timber cut on said land by or for said Company shall remain the property of the owner of said timber.

The undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The rights herein include and embrace the right to clear and keep clear all trees and other obstructions located within fifteen (15') feet of the distribution pole line, plus the right to install and maintain anchors and guy wires as needed in the construction and maintenance of the above mentioned distribution line.

Said Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

COPY

Parcel 001 Name of Line **LANDMARX, INC. VALLEY STATION/RD. (CHEROKEE COUNTY)**

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this 17th day of February, 2006.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

JAN JERRY IRWIN
NOTARY PUBLIC
FULTON COUNTY, GA
MY COMMISSION EXPIRES
JULY 23 2008

Valley Station, LLC

By: _____ (SEAL)
Name: ASHLEY R. HOLCOMB
Title: MANAGING MEMBER

Attest: _____ (SEAL)
Name:
Title:

COPY

LANDMARX, INC

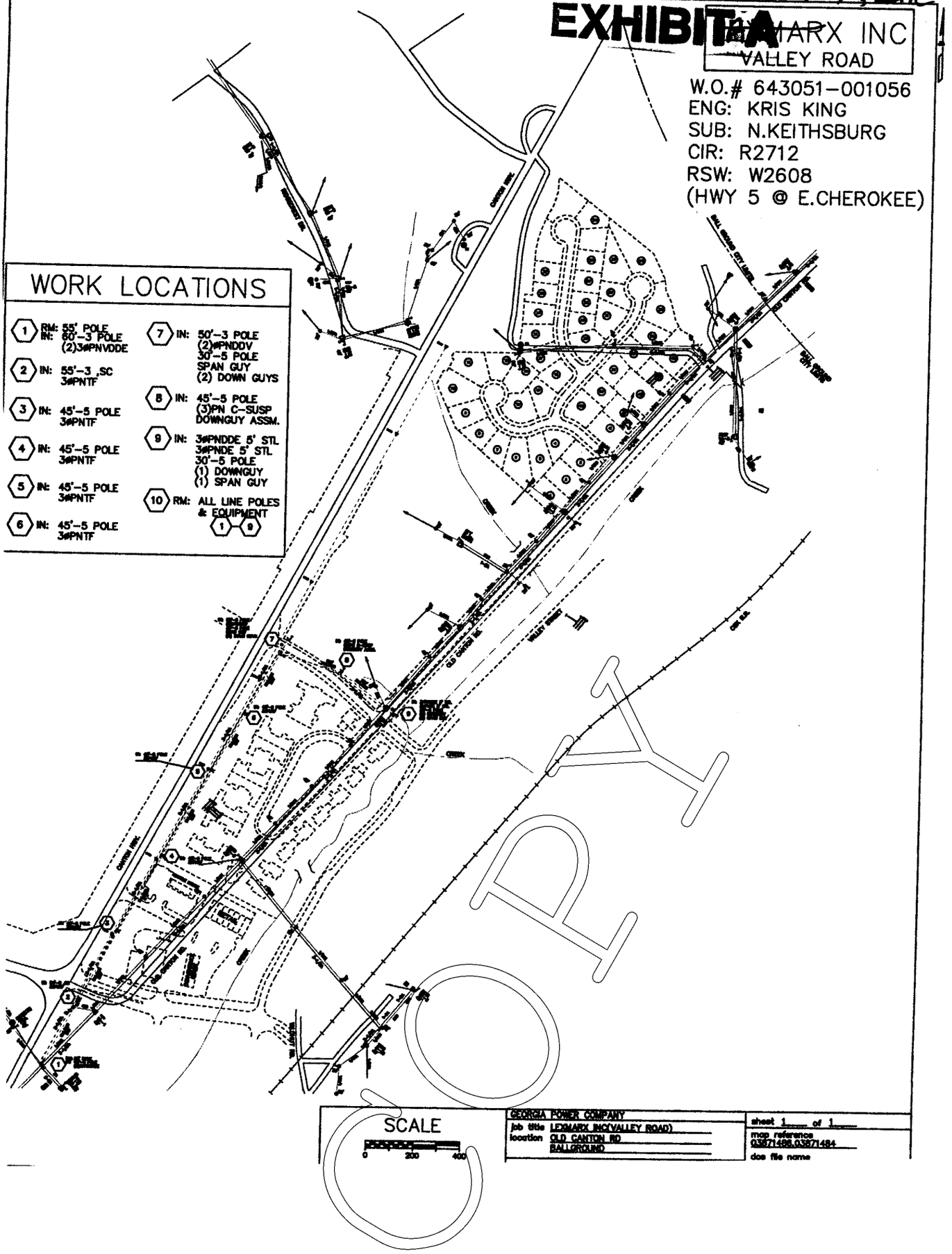
EXHIBIT A

LEXMARX INC
VALLEY ROAD

W.O.# 643051-001056
ENG: KRIS KING
SUB: N.KEITHSBURG
CIR: R2712
RSW: W2608
(HWY 5 @ E.CHEROKEE)

WORK LOCATIONS

1. RM: 55' POLE
   IN: 60'-3 POLE (2)3ΦPNVDDE
2. IN: 55'-3 ,SC 3ΦPNTF
3. IN: 45'-5 POLE 3ΦPNTF
4. IN: 45'-5 POLE 3ΦPNTF
5. IN: 45'-5 POLE 3ΦPNTF
6. IN: 45'-5 POLE 3ΦPNTF
7. IN: 50'-3 POLE (2)ΦPNDDV 30'-5 POLE SPAN GUY (2) DOWN GUYS
8. IN: 45'-5 POLE (3)PN C-SUSP DOWNGUY ASSM.
9. IN: 3ΦPNDDE 5' STL 3ΦPNDE 5' STL 30'-5 POLE (1) DOWNGUY (1) SPAN GUY
10. RM: ALL LINE POLES & EQUIPMENT (1) (9)



SCALE
0 200 400

GEORGIA POWER COMPANY
job title LEXMARX INC(VALLEY ROAD)
location OLD CANTON RD
BALLGROUND

sheet 1 of 1
map reference 03871486,03871484
dcs file name

Filed in 06/19/2006 09:42 AM Office Clerk of Superior Court Cherokee County, GA Deed BK 8842 Page 339, Transfer Tax $1300.00 Patty Baker

Return Recorded Document to:
Andrew W. Hartman, LLC, dba Hartman-Imbriale, LLP
Attorney at Law 51-D Bryant Street
Jasper, GA 30143

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF PICKENS File #: **06-04009**

This Indenture made this **9th** day of **June, 2006** between **Valley Station, LLC** , of the County of Cherokee, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **The Vineyards of Maple Valley, LLC** , as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 79, 80, 137 & 138 OF THE 3RD DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA, AND BEING TRACTS 1, 2 AND 3, CONTAINING 7.75 ACRES, AS PER PLAT OF SURVEY RECORDED IN PLAT BOOK 91, PAGE 39, CHEROKEE COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE THERETO.

THIS CONVEYANCE IS MADE SUBJECT TO ALL ZONING ORDINANCES, EASEMENTS AND RESTRICTIONS OF RECORD AFFECTING SAID BARGAINED PREMISES.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE.**

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Christina J. Adams Notary Public Cherokee County, Georgia My Commission Expires May 18th 2009

Valley Station, LLC

Ashley R. Holcomb Member **(Seal)**

Donald T. Keeter **(Seal)**

COPY

Filed in 06/19/2006 02:42 PM Office Clerk of Superior Court Cherokee County, GA Deed BK 8844 Page 123, Patty Baker

3/

Georgia Power Company
Attention: Connie Martin
Land Department - Bin 10151
241 Ralph McGill Boulevard, NE
Atlanta, GA 30308-3374

Name of Line No	8018	VINEYARDS SUBDIVISION (CHEROKEE COUNTY) DISTRIBUTION LINE			
Parcel No	001	Account No	69596-002196-0-64312-30000000		
Letter File	9-6597	Deed File	14352	Map File	

State of **Georgia**
Cherokee County

Underground E A S E M E N T

Received of **Georgia Power Company**, hereinafter called the Company, the sum of **Ten and 00/100 ********** Dollars **$ 10.00** and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, in exchange for which the undersigned **Valley Station, LLC** whose Post Office Address is **P. O. Box 129 , Ball Ground, GA 30107** does hereby grant and convey to said Company, its successors and assigns, the right, privilege and easement to go in, upon along, across, under, and through that tract of land owned by the undersigned at **Old Canton Rd. & Canton Highway, Ball Ground, GA 30107** (address of property) in Land Lot **65,79,80,81, 137 & 138** of the **3rd** Land District, **CHEROKEE** County, **Georgia** .

Said lands being more particularly described on a plat marked "Exhibit A" and attached hereto and made a part hereof,

together with the right to construct, operate and maintain continuously upon and under said land, its lines for transmitting electric current with wires, transformers, service pedestals, manholes, conduits, cables, and other necessary apparatus, fixtures, appliances of any other company, or person; together with the right to assign this easement in whole or in part; together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; together with the right to cut away and keep clear of said underground lines, transformers, fixtures and appliances, all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said underground lines, transformers, fixtures and appliances, also the right of ingress and egress over said land from said lines. The rights herein granted include all the necessary rights for Company and its assigns to install and maintain electrical lines and communication facilities to existing and future structure(s) under the easement terms herein provided, on the property of the

Parcel 001 Name of Line **VINEYARDS SUBDIVISION (CHEROKEE COUNTY)**

undersigned. Any timber cut on said land by and for said Company shall remain the property of the owner of said timber.

Said Company shall not be liable for or bound by any statement or understanding not herein expressed.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal, this 15th day of May, 2006.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

JAN JERRY IRWIN NOTARY PUBLIC FULTON COUNTY, GA MY COMMISSION EXPIRES JULY 23 2008

Valley Station, LLC

By: (SEAL)
Name: ASHLEY R. HOLCOMB
Title: SOLE MANAGING MEMBER

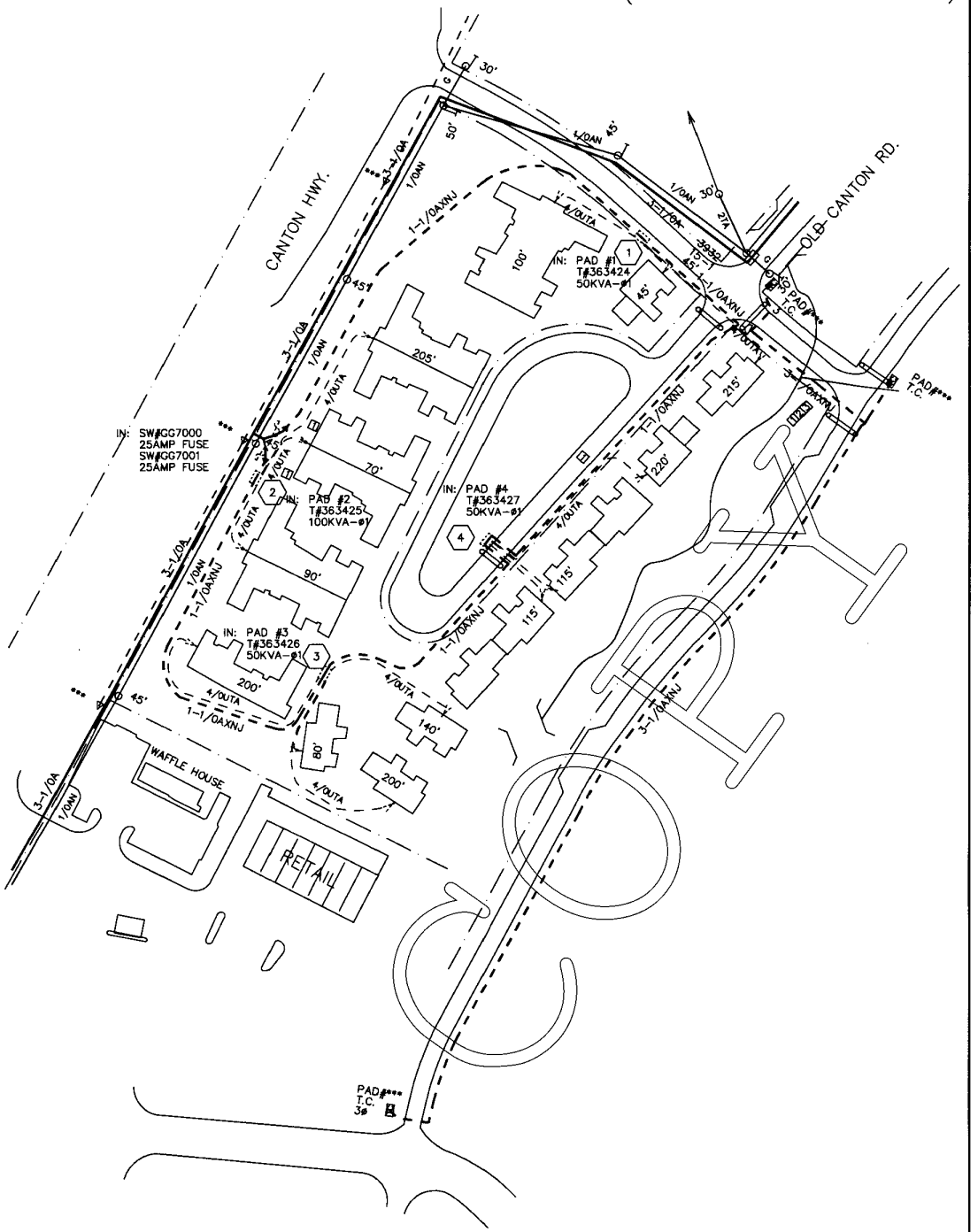
Attest: (SEAL)
Name:
Title:

COPY

LANDMARX INC.
VINEYARDS

W.O.# 643012-002196
ENG: KRIS KING
SUB: N KEITHSBURG
CIR: R2712
RSW: W2608
(HWY 5 @ E.CHEROKEE)

EXHIBIT A



SCALE	GEORGIA POWER COMPANY	sheet 1 of 1
0 125 250	job title VINEYARDS	map reference 03871484
	location VALLEY ROAD BALLGROUND	dos file name CAN-HQ-643012-002196-KK.dwg
	engineered by K.KING DRAWN BY D.NORRIS	

Filed in 07/18/2006 08:45 AM Office Clerk of Superior Court Cherokee County, GA Deed BK 8915 Page 49, Patty Baker

RETURN TO:
HARTMAN - IMBRIALE, LLP
51 BRYANT ST. STE D
JASPER, GA 30143-1491

'33

DECLARATION OF CONDOMINIUM FOR VINEYARDS OF MAPLE VALLEY

THIS DECLARATION, made this 12th day of June 2006 by Vineyards of Maple Valley, LLC, a Georgia limited liability company (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant owns the real property and improvements thereon located in Cherokee County, Georgia, and more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property") in fee simple and desires to submit the Property to the provisions of the Georgia Condominium Act and to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property is hereby submitted and made subject to the form of ownership set forth in the Georgia Condominium Act, and the Property is hereby made subject to this Declaration. By virtue of the recording of this Declaration, said property shall be owned, held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to the provisions of the Georgia Condominium Act and this Declaration, and every grantee of any interest in said property, by acceptance of a deed or other conveyance of such interest, whether or not such deed or other conveyance of such interest shall be signed by such person and whether or not such person shall otherwise consent in writing, shall take subject to the provisions of the Georgia Condominium Act and this Declaration and shall be deemed to have assented to the same.

ARTICLE I
STATUTORY PROVISIONS AND DEFINITIONS

1. **Statutory Provisions.** This Declaration is made pursuant to the Georgia Condominium Act, Georgia Laws 1975, No. 463, pages 609-671, O.C.G.A. § 44-3-70, et seq. (1982), as the same may heretofore or hereafter be supplemented, amended or modified (the "Act").

2. **Definitions.** Words used in this Declaration, which are defined in the Act, shall have the same meaning as set forth therein, unless the context shall prohibit or otherwise require or unless such words are otherwise defined by this Declaration. When used in this Declaration, unless the context shall prohibit or otherwise re-quire, the following words shall have the following meanings, whether or not capitalized, and all definitions shall be applicable to the singular and plural forms of such terms:

(a) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Maple Valley in Ball Ground, as filed with the Secretary of State

(b) "Additional Property" shall mean and refer to the real property and improvements described on Exhibit "B" attached hereto and incorporated herein by this reference.

COPY

Filed in 07/18/2006 08:58 AM Office Clerk of Superior Court Cherokee County, GA Deed BK 8915 Page 82, Transfer Tax $416.00 Patty Baker

Return Recorded Document to:
Andrew W. Hartman, LLC, dba Hartman-Imbriale, LLP
Attorney at Law 51-D Bryant Street
Jasper, GA 30143

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF PICKENS File #: **06-04162**

This Indenture made this **13th** day of **June, 2006** between **The Vineyards of Maple Valley, LLC** , of the County of Cherokee, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Humphrys Construction, Inc.** , as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 79, 80, 137 & 138, OF THE 3RD DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA, BEING KNOWN AS LOTS 20, 21, 22, 23, 24, 25, 26 & 27, THE VINEYARDS OF MAPLE VALLEY, AS SHOWN ON THAT PLAT OF SURVEY PREPARED BY LANDMARK, JIM NORTON GRLS#2260, LAST REVISED JUNE 9, 2006, FOR THE VINEYARDS AT MAPLE VALLEY, LLC, SAID PLAT OF SURVEY IS RECORDED IN PLAT BOOK 91, PAGE 55, CHEROKEE COUNTY, GEORGIA RECORDS, WHICH PLAT OF SURVEY IS INCORPORATED HEREIN BY REFERENCE.

THIS CONVEYANCE IS MADE SUBJECT TO ALL ZONING ORDINANCES, EASEMENTS AND RESTRICTIONS OF RECORD AFFECTING SAID BARGAINED PREMISES.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE.**

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

ANDREW W. HARTMAN
NOTARY PUBLIC, CHEROKEE COUNTY GEORGIA
MY COMMISSION EXPIRES AUGUST 15, 2006

The Vineyards of Maple Valley, LLC

(Seal)

James W. Franklin Member

(Seal)

COPY

(c) "Association" shall mean and refer to Vineyards at Maple Valley Condominium Association, Inc., a Georgia corporation, its successors and assigns.

(d) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(e) "The Bylaws of The Vineyards at Maple Valley" or "the Bylaws" shall mean and refer to those bylaws governing the administration and operation of the Association.

(f) "Common Elements" shall mean and refer to all portions of the Property other than the Condominium Units.

(g) "Common Expenses" shall mean and refer to all expenditures lawfully made or incurred by or on behalf of the Association, together with all funds lawfully assessed for the creation or maintenance of reserves, pursuant to the provisions of the Act or this Declaration.

(h) "Condominium" shall mean and refer to the Property and all improvements located thereon submitted to the Act by the condominium instruments and known as The Vineyards at Maple Valley.

(i) "Condominium Unit" or "Unit" shall mean and refer to a portion of the Condominium intended for independent ownership and use, being depicted on the Plat and the Plans and having the boundaries described herein. If the context requires, the term "Unit" shall also be deemed to include the undivided interest in the common elements appurtenant thereto.

(j) "Declarant" shall mean and refer to the owner of the Property who has executed this Declaration, or any successor in title thereto who comes to stand in the same relation to the Condominium as such owner, including any owner of any portion of the Additional Property which is submitted to the Declaration but is acquired before said property is submitted to the Declaration, or any owner who acquires units primarily for resale to third parties.

(k) "Declaration" shall mean and refer to this document and all amendments hereof made in accordance with this Declaration and the Act.

(1) "Director" shall mean and refer to a member of the Board of Directors.

(m) "Governing Documents" shall mean and refer to the Act, the Georgia Nonprofit Corporations Code, this Declaration, the Bylaws, the Articles of Incorporation, and such other rules and regulations promulgated by the Association hereunder.

(n) "Leasing" shall mean the regular, exclusive occupancy of a Unit by any person(s) other than the Unit Owner, for which the Unit Owner receives any consideration or benefit, including, but not limited to, a fee, service, rent, gratuity, or emolument. For purposes hereof, occupancy by a roommate or foster child of a Unit Owner residing in the Unit on a continuous basis shall not constitute leasing.

COPY

(o) "Limited Common Elements" shall mean a portion of the Common Elements reserved for the exclusive use of those entitled to occupy one or more, but less than all of,Units, as more particularly set forth in this Declaration.

(p) "Majority" shall mean and refer to those eligible votes representing more than fifty percent (50%) of the eligible votes assigned to the Condominium Units as provided in this Declaration or more than fifty percent (50%) of the Directors or members of committees appointed by the Board of Directors, as may be applicable.

(q) "Mortgage" shall mean and refer to a mortgage, deed to secure debt, deed of trust or other instrument conveying a lien upon or security title to a Condominium Unit or any portion of the Property.

(r) "Mortgagee" shall mean and refer to the holder of a mortgage.

(s) "Occupant" shall mean and refer to any person occupying all or any portion of a Unit for any period of time, regardless of whether such person is a tenant or the owner of such property.

(t) "Officer" shall mean and refer to an officer of the Association.

(u) "Owner" or "Unit Owner" shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Condominium Unit, excluding, however, those persons having such an interest under a mortgage.

(v) "Person" shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(w) "Plans" shall mean and refer to the Unit Floor Plans for The Vineyards at Maple Valley which depict the dimensions of the Units and are filed for record, together with this Declaration, on the records of Cherokee County, Georgia, and shall include such other plans of any Units located on the Additional Property or any portion thereof, and any revisions thereof as may be filed for record on the records of Cherokee County, Georgia, from time to time.

(x) "Plat" shall mean and refer to that certain As-Built Survey of The Vineyards of Maple Valley to be filed for record, after this Declaration, on the condominium plat records of Cherokee County, Georgia, and shall include any plats or surveys showing the addition of the Additional Property or any portion thereto to the Condominium, and any revisions thereof as may be filed for record on the records of Cherokee County, Georgia, from time to time.

(y) "Record" or "file for record" shall mean and refer to filing for record with the Clerk of Superior Court of Cherokee County, Georgia.

(z) "Unit" shall mean and refer to that portion of the Condominium intended for separate ownership and use as more particularly described in this Declaration and shall include the

undivided ownership in the Common Elements assigned to the Unit by this Declaration.

ARTICLE II
DESCRIPTION OF CONDOMINIUM

1. **Property Submitted to Declaration.** The Condominium is comprised of the Property, including the improvements located thereon. The general area and location of the Units and other improvements on the Property and the dimensions of the Units are shown on the Plat and the Plans, recorded together with this Declaration on the records of Cherokee County, Georgia. So long as Declarant owns any Condominium Unit, or has the unexpired option to add the Additional Property or any portion thereto to the Condominium, Declarant shall have the right, but not the obligation, to make improvements and changes to all parts of the common elements and the Units owned by Declarant, including, without limitation, renovation and installation of and changes to utility systems and facilities, rearrangement and installation of security and refuse facilities, and work relating to building exteriors; provided, however. Declarant shall have no obligation to construct or complete any improvements on the Additional Property.

2. **Unit Information.**

(a) The ownership of each Unit shall include an equal undivided interest in the common elements. Each Unit shall bear an equal share of the common expenses and is assigned an equal share the common profits. The undivided percentage or fraction of interest in the common elements appurtenant to each Unit shall not be altered except as expressly provided in the Act.

(b) Each Unit shall have an equal vote in the Association. Each Unit Owner shall automatically be a member of the Association; membership in the Association shall pass with title to a Unit and may not be separated therefrom.

3. **Limited Common Elements.** The following shall constitute limited common elements assigned exclusively to a single Unit: any porch, patio, stoop or terrace attached to such Unit or otherwise as otherwise shown as an exclusive limited common element on the Plat or the Plans. Driveways from the central private road that provide access to the garages of the Units shall be assigned as a limited common element to the Units for which they provide garage access. Limited Common Elements shall not be construed or interpreted to be separate and apart from the common elements in general, being limited only with respect to the reserved use thereof to the Unit or Unit served thereby. Except as otherwise provided herein, no other common elements shall be assigned as limited common elements.

4. **Unit Boundaries.** Each Unit shall include all the space within the boundaries thereof, and the boundaries of a Unit shall be as set forth in Exhibit "C". Units shall not be subdivided, and the boundaries between adjoining Units may be relocated only pursuant to the provisions of the Act, provided that the consent of Declarant must first be obtained so long as Declarant owns a Condominium Unit or has an unexpired option to add the Additional Property or any portion thereof to the Condominium, As permitted by the Act, if a Unit Owner acquires an adjoining unit, the unit owner shall have the right to remove all or any part of any intervening partition

(vertical or horizontal as appropriate) or to create doorways or other apertures therein, so long as the restrictions of the Act relating to load bearing walls and relocation of common elements are complied with by the Unit Owner. Combination of adjoining Units shall not be deemed an alteration of boundaries of the original Units.

5. **Development of Additional Property.** Declarant hereby reserves an option to submit the Additional Property or any portion or portions thereof to the provisions of this Declaration and make those additions part of the Condominium. The only conditions and limitations on exercising such option are as follows:

(a) The option may be exercised for a period of seven (7) years from the date of the filing of this Declaration on the records of Cherokee County, Georgia. Declarant may terminate such option as to all or any portion of the Additional Property at any time prior to the expiration of such seven (7) year period by executing and filing an instrument on the records of Cherokee County, Georgia evidencing such termination. No other circumstances will terminate such option. Neither Declarant nor the owner of the Additional Property is obligated to add the Additional Property or any portion thereof.

(b) The Additional Property may be added as a whole or in separate parcels as may be determined by Declarant. Without limiting the foregoing, portions of any improvements may be submitted without submitting the remaining portions of such improvements.

(c) If all the Additional Property is added to the Condominium, a maximum number of twenty (20) may be added to the Condominium, so that the total number of Units does not exceed twenty-eight (28). The maximum average number of units per acre that may be created on any portion of the Additional Property added to the Condominium is five.

(d) If improvements are made to any portion of the Additional Property which is added to the Condominium, the improvements to be made thereon shall be limited to residential condominium units, driveways, patios, terraces, walkways, parking areas, utility systems, drainage areas and facilities, and other facilities for the use ~~or benefit~~ of the Unit Owners.

(e) If any portion of the Additional Property is added to the Condominium, there are no limitations with respect to the location of the Units or ~~of~~ any other improvements that may be constructed thereon.

(f) Units located on any portion of the Additional Property will be restricted exclusively to residential use except as otherwise permitted for use of Units as provided herein.

(g) Any structures developed on the Additional Property, or any portion thereof, and added to the Condominium will be substantially compatible with the structures on the Property in terms of quality of construction and principal materials of construction; no assurances are made, however, that any Units or other structures which may be developed on the Additional Property will have a similar architectural style or be substantially identical to the Units located on the Property.

(h) Declarant reserves the unlimited right to assign limited common elements within the Additional Property.

(i) Upon the addition of any Unit or Units located on the Additional Property, the percentage shares in the common elements assigned to all Units shall be recomputed and reallocated to reflect the submission of the new Units. All Units, including the Units being submitted, shall then be allocated an equal vote in the Association, and an interest in the common elements, and a share of the common expenses equal to their respective percentage shares, as reallocated.

The option must be exercised in accordance with this Declaration and the Act. Should the option or any extension thereof permitted by the Act expire while all or any portion of the Additional Property is not a part of the Condominium, neither the Declarant nor any subsequent owner of the Additional Property shall be obligated to impose on the remaining Additional Property any covenants, conditions or restrictions the same as or similar to those contained herein or to develop the Additional Property in accordance with such covenants, conditions or restrictions.

ARTICLE III
EASEMENTS

The easements described by this Article III from each Unit Owner to each other Unit Owner and to the Association and Declarant are hereby reserved and established.

1. **Use and Enjoyment.** Every Unit Owner, his family, employees, tenants, invitees, and guests, shall have a right and easement of use and enjoyment in and to the common elements (including the right of access, ingress and egress to and from his Unit over those portions of the Property designated for such purpose), subject to the following provisions and limitations: the right of the Association to control the use and enjoyment thereof as provided by the terms of this Declaration, which shall include but not be limited to the right of the Association to limit the use and enjoyment thereof to the Unit Owners and their respective families, employees, tenants, invitees, and guests; and the right of the Association to suspend the voting rights of or the use of certain of the common elements by a Unit Owner, in accordance with the Bylaws, for any period of time during which an assessment against his Condominium Unit remains unpaid, or for a reasonable time for infraction of any provision of this Declaration, the Bylaws, or the Association's published rules and regulations.

2. **Structural Support.** Every portion of a Unit or the common elements which contributes to the structural support of another Unit or the common elements shall be burdened with an easement of structural support. No Unit Owner shall be permitted to demolish his Unit except to the extent that such demolition may be required to repair or rebuild the Unit when the same has been partially or totally destroyed.

3. **Encroachments.** If any chimney, flue, exhaust or other ventilating structure servicing any Unit passes through or encroaches upon any other Unit, a valid easement for the encroachment and for the maintenance, replacement and repair thereof shall exist. If any portion of the common elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the common elements, as a result of the construction, reconstruction, repair,

renovation, restoration, shifting, settlement or movement of any portion of the Condominium, a valid easement for the encroachment and for the maintenance, repair and replacement thereof shall exist so long as the encroachment exists. In the event that any building, any Unit, any adjoining Unit, or any adjoining portion of the common elements shall be partially or totally damaged or destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then repaired or reconstructed, encroachments of portions of the common elements upon any Unit, or of any Unit upon any other Unit or upon any portion of the common elements, due to such repair or reconstruction, shall be permitted, and valid easements for such encroachments and the maintenance, repair and replacement thereof shall exist.

4. **Rights of Association.** There shall be a general easement to the Association, its directors, officers, agents and employees (including, without limitation, any manager employed by the Association) to enter upon the Property or any portion thereof and to take access through the Units for the installation, maintenance, repair and replacement thereof and for the purpose of performing their respective duties. Each Unit Owner shall afford to other Unit Owners and to the Association, their respective agents, representatives and employees, such access through such Owner's Unit as may be reasonably necessary to enable them to exercise and discharge their 'respective powers and responsibilities. Except in the event of emergencies, such easements are to be exercised only during normal business hours and then, whenever practicable, only upon advance notice to and with the permission of the Unit Owner or occupant of a Unit directly affected thereby. The Board of Directors of the Association shall have the power to grant and accept easements over and through the Property for the installation, maintenance, repair and replacement of utilities and for other public purposes consistent with the intended use of the common elements.

5. Rights of Declarant. Declarant and its duly authorized agents, representatives, and employees shall have an easement for the maintenance of signs, a sales office, a business office, and model Units on the Property or the Additional Property, together with such other facilities and activities as in the opinion of Declarant may be reasonably required, convenient or incidental to the completion, renovation, improvement, development or sale of the Condominium Units. Declarant shall have a transferable easement on and over the common elements for the purpose of making contemplated improvements on the Property or the Additional Property, and for the purposes of doing all things reasonably necessary and proper in connection therewith. The easements conferred by this section may not be terminated and shall continue so long as Declarant owns any Unit primarily for the purpose of sale or has an unexpired option to add the Additional Property or any portion thereof to the Condominium.

6. Easements Regarding Additional Property.

(a) Should any Units or portions thereof encroach on the Additional Property in a manner permitted for encroachments by Units pursuant to Section 3 of this Article or pursuant to the Act, or should encroachments for repair, reconstruction, or otherwise as set out in Section 3 be required, an easement for such encroachments upon the Additional Property is hereby granted. Should any improvements located upon the Additional Property encroach upon the Property in a manner permitted for encroachments by Units pursuant to Section 3 of this Article or pursuant to the Act, or should encroachments for repair, reconstruction, or otherwise as set out in Section

3 be required, an easement for such encroachment is hereby reserved.

(b) The Property and the Additional Property shall be subject to mutual, non-exclusive easements for ingress and egress over those portions of the Additional Property and the Property, respectively, intended for such purpose. The Property and the Additional Property shall further be subject to mutual, non-exclusive easements for the existence and maintenance of any and all water and sewer lines and utility conduits serving the Property and/or the Additional Property and located in whole or in part on the Additional Property and/or the Property, as the case may be.

(c) The Property and the Additional Property shall be subject to mutual easements of structural support. The Property and the Additional Property shall bear in an equitable and proportionate manner the expense of any maintenance or repair necessary if such repair is for any of the following purposes: maintenance or repair of any utility conduits or lines serving both the Property and the Additional Property; maintenance or repair of private roads or recreational facilities serving both the Property and the Additional Property.

(d) The Additional Property is further burdened with the following obligation. At the time maintenance is required, the costs of such maintenance shall be shared between the Association and the Declarant, its successors or assigns, based on the assumption that shall use and contribute to the maintenance of the road. The Association shall be responsible for the portion of the costs in the ratio of the number of units submitted to this Declaration divided by . The owner of the Additional Property shall be responsible for the balance of said costs.

ARTICLE IV
MAINTENANCE AND REPAIR

1. **Common Elements.** Except as may be herein otherwise specifically provided, the responsibility of the Association with respect to maintenance, repair and replacement shall be to maintain, repair and replace all portions of the common elements, subject to the provisions below concerning limited common elements. Except as may be otherwise provided by the Act, the Association shall not be liable for injury or damage to a person or property caused by the elements or by any Unit Owner, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the common elements or from any pipe, drain, conduit, appliance or equipment the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Unit Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the common elements. No diminution or abatement of assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The Association shall be responsible for maintaining the interstitial spaces between interior walls separating units, but the costs of any such maintenance may be assessed equally between the Units abutting any such space requiring maintenance work by the Association. With respect to the Units, the Association shall be responsible for maintaining, repairing and replacing the exterior finish of the entry doors

and patio doors of the Units, except that the Unit Owner shall be responsible for maintaining, repairing, and replacing any panes of glass in the entry door and patio doors to such Owner's Unit.

2. **Units and Limited Common Elements.** The responsibility of the Unit Owner with respect to maintenance and repair shall be to maintain, repair and replace all portions of his Unit and the limited common elements assigned exclusively thereto, except those portions, if any, which are to be maintained, repaired or replaced by the Association. The responsibility of the Unit Owner shall include the maintenance, repair and replacement of all fixtures, equipment and appliances, including without limitation, portions of the heating or cooling system serving his Unit or located within the boundaries thereof, and all chutes, flues, ducts, conduits, wires, pipes or other apparatus located within the boundaries of such Owner's Unit or deemed to be a part thereof as provided by Exhibit "B" hereto. The Association shall repair and maintain any entrance drive or walkway, any landing, patio, terrace, or stoop assigned to any Unit as a limited common element, and the maintenance, repair, and replacement of me windows, screens, and doors which are a part of the Unit; provided, however, that the expense of such repair and maintenance of such windows, screens and doors shall be specially assessed against the Owner of such Unit and shall not constitute a common expense. The Unit Owner shall maintain any patio or terrace area in a neat and clean condition and shall maintain any plants or planting located within the patio or terrace area. Each Unit Owner shall be responsible for performing his responsibilities in such manner so as not to unreasonably disturb other persons in other Units. Each Unit Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is that of the Association, hi addition to the maintenance responsibilities imposed on the Association, the Association shall have the right but not the obligation to make any repair or replacement or to do any cleaning or maintenance which is the responsibility of the Unit Owner but which responsibility the Unit Owner fails or refuses to discharge, and in such event such Unit Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Unit Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Unit Owner, his family, tenants, employees, invitees, or guests, and such cost shall be added to and become part of assessment or portion thereof next coming due to which the Unit Owner is subject.

ARTICLE V
PARTY WALLS

1. **General Rules of Law to Apply.** Each wall built as a part of the original construction of the Units subject to this Declaration, the center line of which shall correspond with any common Unit line and which shall serve and separate any two adjoining Units, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. **Sharing of Repair and Maintenance.** The costs of reasonable repair and maintenance of a party wall shall be shared by the Owners sharing such party wall, in equal proportion. The cost of repair of interior finishes of the party wall shall be borne in its entirety by the Owner who

occupies the side of the party wall affected by such repair of the interior finishes.

3. **Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, then to the extent such damage is not covered by insurance and repaired out of the proceeds of said insurance, the Owner who previously shared the wall may reconstruct, restore or protect such wall, and the other Owner who has previously shared the wall shall contribute to the cost of such restoration thereof in equal proportions without prejudice, subject, however, to the right of either Owner to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid for by insurance, an Owner who by his negligence or willful act or omission causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

ARTICLE VI
ASSESSMENTS

1. **Creation of Lien and Personal Obligation.** Each Owner of any Condominium Unit covenants and agrees to pay to the Association annual and special assessments or charges provided by this Declaration. All such assessments and other charges shall, from the time they become due and payable, be a charge against and continuing lien upon the Condominium Unit in favor of the Association and for the benefit of all Unit Owners. Each assessment or charge shall also be the personal obligation of the Unit Owner. No Unit Owner may waive or otherwise escape liability for such assessments by non-use of the common elements or abandonment of his Condominium Unit. Each Unit Owner shall be liable for each assessment coming due while he is a Unit Owner, and any subsequent owner of the Unit shall be jointly and severally liable for any assessment or portion thereof as may be due and payable at the time of conveyance to the subsequent owner. The rights of any subsequent Owner to recover from the prior Owner any amounts due by the prior Owner and paid by the subsequent Owner shall not be prejudiced. To the extent provided in the Act, in the event that the holder of a mortgage of record or other person acquires title to any Condominium Unit as a result of foreclosure of a first priority or secondary purchase money mortgage (provided that neither the grantee nor any successor grantee on any such secondary purchase money mortgage was the seller of the Unit), such purchaser at the foreclosure sale or such mortgagee, as the case maybe, his or its successors, successors in title and assigns, shall not be liable for, nor shall such Condominium Unit be subject to a lien for, any assessment or charge hereunder chargeable to such Condominium Unit on account of any period prior to such acquisition of title; provided, however, that such unpaid share of an assessment or assessments shall be deemed to be common expenses collectible from the Owners of all Units, including the Unit acquired at the foreclosure sale.

2. **Annual Assessments.** The amount of all common expenses not specially assessed pursuant to the provisions of this Declaration, less the amount of all undistributed and unreserved common profits, shall be assessed against the Condominium Units in the proportion set forth in Article II,

Section 2, of this Declaration. The annual assessment payable by the Unit Owners shall be levied by the Board of Directors. During the year commencing with the first day of the month of the effective date of this Declaration, the annual assessment applicable to each Condominium Unit shall be as set forth in the budget for the Condominium delivered to each purchaser of a Condominium Unit. Not later than thirty (30) days before the Association's annual meeting and not later than the end of the fiscal year of the Association, the Board of Directors of the Association shall prepare an estimated budget of the common expenses for the ensuing fiscal year, and the Board shall submit the budget in writing to the Unit Owners, as provided in the bylaws, together with notice of the amount of the annual assessment based on such budget payable by each Unit Owner during the new fiscal year. If for any reason an annual budget is not made as required hereby, a payment in the amount required by the last prior assessment shall be due on the first day of each month until changed by a new assessment. The annual budget submitted by the Board shall become effective unless disapproved by a vote of a majority of the total association membership.

If the estimated budget proves inadequate for any reason, then the Board of Directors may levy at any time a further assessment against the Unit Owners and notify the Unit Owners accordingly. Except for special assessments which may be levied under Section 3 of this Article, no special assessment levied by the Board made necessary by an inadequate budget, which special assessment (together with any special assessment levied under Section 4 of this Article in the same fiscal year) averages in excess of $200.00 per unit in any fiscal year, shall go into effect unless approved by a majority vote of the Unit Owners.

Common expenses shall include, without limitation, the following:

(i) expenses of administration, including management, legal, and accounting fees;

(ii) utility charges for any utilities serving the common elements and charges for other common services;

(iii) the cost of any master or blanket policies of insurance purchased for the benefit of all Unit Owners and the Association as required by this Declaration, including fire and other hazard coverage, public liability coverage, and such other insurance coverage as the Board of Directors determines to be in the interests of the Association and the Unit Owners;

(iv) the expense of maintenance, operation and repair of the common elements as well as any maintenance upon the Units which is the responsibility of the Association under the provisions of Article IV, if such expense is not covered by a special assessment including, without limitation, expenses relating to all landscaping and parking areas, subject to any limitations elsewhere described herein;

(v) charges for any utilities provided to the Units and not separately metered;

(vi) such other charges as may be determined from time to time by the Board of Directors of the Association to be common expenses, including, without limitation, taxes and governmental

charges such as sanitary taxes not separately assessed against each Condominium Unit, other than ad valorem real property taxes; and

(vi) the establishment and maintenance of a reasonable reserve fund or funds for maintenance, repair, and replacement of those common elements that must be replaced on a periodic basis and of a reserve to cover operating contingencies or deficiencies arising from unpaid assessments or liens, emergency expenditures and other matters, as may be authorized from time to time by the Board of Directors.

Each Unit Owner shall be obligated to pay such assessments to the Association in equal monthly installments on or before the first day of each month, or in such other reasonable manner as the Board of Directors shall designate. In any year in which there is an excess of assessments and other income over expenditures, such excess shall appertain to the Condominium Units according to their proportionate share of common expenses, and the Board of Directors, by resolution and without the necessity of a vote of the Unit Owners, shall determine either to apply such excess or any portion thereof against and reduce the subsequent year's assessments or to allocate the same to one or more reserve accounts of the Association described above, hi the event that the Association acquires title to a Condominium Unit, the Association shall be exempt from all assessments during the period of its ownership thereof.

3. **Special Assessments.** Any common expenses occasioned by the conduct of any Unit Owner or any family member, tenant, guest, licensee, or invitee of any Unit Owner shall be specially assessed against such Owner's Unit or Units. Any common expenses of the Association benefitting less than all of the Units or significantly disproportionately benefitting all of the Units shall be assessed equitably among the Units so benefitted; provided, however, that, other than for limited common elements expressly designated as such by this Declaration, the Plat or Plans, and assigned to less than all Units, nothing in this section shall permit the Association to specially or disproportionately allocate common expenses for periodic maintenance, repair and replacement of any portion of the common elements or the units which the Association has the obligation to maintain, repair or replace. Any expense relating to an optional service provided by or through the Association may be specially assessed against those Units utilizing such service. The special assessments provided for in this Section shall be levied by the Board of Directors, and the amount and due date(s) of such special assessments so levied shall be as specified by the Board.

4. **Special Assessments for Capital Improvements.** In addition to the special and annual assessments authorized above, and in addition to the special assessments for reconstruction or repair of casualty damage, the Board of Directors may levy special assessments for the purpose of defraying, in whole or in part, the cost of any capital addition to, capital improvement of, or repair or replacement of a portion of the common elements (including die necessary fixtures and personal property related thereto), which is for the benefit of all Unit Owners in the Condominium as a whole. The total amount of the special assessment levied by the Board of Directors under and pursuant to this Section shall not exceed (together with any special

assessment levied under Section 2 of this Article in the same fiscal year) the sum of $200.00 per Condominium Unit in any one fiscal year unless approved by a majority vote of the total association membership which is eligible to vote, voting in person or by proxy, at a meeting duly called and held for such purpose. Unless the special assessment covers an expense which is charged to the Association on a "per unit" basis. Unit Owners shall be assessed for special assessments under this Section in the proportion set forth in Article II, Section 2 of this Declaration, and the due date(s) of any such special assessments shall be specified by the Board of Directors. Notwithstanding the foregoing, so long as Declarant shall own one or more Condominium Units, no special assessment shall be levied against the Unit Owners pursuant to the provisions of this Section unless such special assessment shall also be approved by Declarant.

5. **Evidence of Payment.** Any Unit Owner, mortgagee of a Condominium Unit, person having executed a contract for the purchase of a Unit, or lender considering the loan of funds to be secured by a Condominium Unit shall be entitled upon request to a statement from the Association or its management agent setting forth the amount of assessments past due and unpaid (with late charges and interest applicable thereto) against that Condominium Unit. Such request shall be in writing, delivered to the registered office of the Association, and shall state an address to which the statement is to be directed. Failure on the part of the Association to mail to the address specified in such request or otherwise furnish such a statement within five (5) business days from the receipt of such request shall cause the lien against the specified Unit for assessments which are, as of the expiration of such five day period, due and payable to be extinguished and of no further force or effect as to the title or interest acquired by the purchaser or lender, as the case may be, and successors and assigns, in the transaction contemplated in connection with such request. The information specified in such statement shall be binding upon the Association and every Unit Owner. Payment of a fee of Ten Dollars ($10.00), which shall accompany such request, shall be required as a prerequisite to the issuance of such a statement.

6. **Non-Payment of Assessments: Remedies of Association.** If any assessment, or portion thereof, is not paid within five (5) days after the due date, then a late charge, not in excess of the greater of Ten Dollars ($10.00) or ten percent (10%) of the amount of each delinquent assessment or installment shall also be included in the lien and shall be due and payable to the Association. The lien for assessments shall also include interest at a rate often percent (10%) per annum (or such higher amount as may be permitted by the Act from time to time) on any assessment, installment, delinquency or late charge from the date such sum was first due and payable. The lien for assessments shall further secure costs of collection, including court costs, the expenses of sale, any expenses required for the protection and preservation of the Unit. and reasonable attorneys' fees actually incurred. The lien for assessments shall also include the fair rental value of the Condominium Unit from the time of the institution of suit until the sale of the Unit at foreclosure or until the judgment rendered in such suit is otherwise satisfied. If any delinquent assessment or portion thereof is not paid within ten (10) days after written notice is given to the Unit Owner to make such payment, the entire unpaid balance of the assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full, and foreclosure proceedings may be instituted to enforce such lien. Such notice shall be sent by

certified mail, return receipt requested, to the Unit Owner both at the address of the Condominium Unit and at any other address or addresses the Unit Owner may have designated to the Association in writing, specifying the amount of the assessments then due and payable, together with authorized late charges and interest accrued thereon. All actions for the collection of such assessments by suit, judgment and foreclosure of the aforesaid lien shall be brought in the same manner as other liens for the improvement of real property. The Board of Directors, acting on behalf of the Association, shall have the power to bid in the Condominium Unit at any foreclosure sale and to acquire, hold, lease, encumber and convey the same. The lien for assessments shall lapse and be of no further effect as to assessments or installments thereof, together with late charges and interest applicable thereto, first becoming due and payable more than three (3) years prior to the date upon which the notice contemplated herein is given or more than three (3) years prior to the institution of suit therefor, if suit is not instituted within ninety (90) days after the giving of such notice. The Board of Directors of the Association may suspend the voting rights of a Unit Owner and the rights of the Unit Owner to use certain of the common elements during the period in which any assessment or portion thereof remains unpaid and after at least ten (10) days' written notice is given to the Unit Owner in the manner aforesaid.

7. **Priority of Lien.** The lien created by this Article shall be prior and superior to all other liens except only (a) the lien for ad valorem taxes on the Unit, (b) the lien of any first priority mortgage, (c) the lien of any secondary purchase money mortgage to which the Condominium Unit is subject, provided that neither the grantee nor any successor grantee on the mortgage is the seller of the Unit, and (d) the lien of any mortgage recorded prior to the recording of this Declaration.

8. **Transfer Fee.** Upon the sale or transfer of a Unit from the Declarant to an Owner and upon subsequent sales or transfers of all ownership interest in a Unit to a new Owner, the Association shall be entitled to collect from the new Owner a non-refundable contribution to the working capital funds of the Association in the amount of two (2) times the monthly assessment chargeable to the Unit on the date of transfer. The transfer fee shall be in addition to any other assessments due under other pro visions of this Declaration. For purposes of this section, the transfer of an undivided interest to an immediate family member shall not require a transfer fee. For purposes of this section, a transfer by operation of law upon the death of an Owner shall not require a transfer fee; provided, however, that a transfer fee of $100 shall be payable upon filing of a deed of assent by the estate of a deceased Owner, and a full transfer fee shall be required upon other disposition of a Unit by the estate of a deceased Owner. If a series of transfers to someone not an immediate family member results in the termination of all ownership interest of an individual, a transfer fee shall be collectable at the time of the last partial transfer. For purposes of this section, the acquisition by the Mortgagee holding a first Mortgage of record on a Unit who acquires title to that Unit by judicial and nonjudicial foreclosure of the Mortgage shall not trigger liability for a transfer fee at the time of the acquisition; however, a transfer fee shall be due upon disposition of the Unit by the acquiring Mortgagee.

ARTICLE VII
ADMINISTRATION

1. **Administration of the Condominium.** Subject to the provisions hereinafter set forth in this Section 1, the administration of the Condominium, the maintenance, repair, renovation, replacement and operation of the common elements, and other duties imposed upon the Association by the Governing Documents shall be the responsibility of the Association, and the exercise of the powers and duties of the Association shall be in accordance with the Governing Documents. Notwithstanding any other provision to the contrary contained in this Declaration or in the Articles of Incorporation or the Bylaws, Declarant shall have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association until such time as the first of the following events to occur: (i) the expiration of five (5) years after the date of the recording of this Declaration, (ii) if Declarant has an unexpired option to add any portion of the Additional Property, the date 120 days after the date as of which Units to which seventy-five (75%) percent of the undivided interests appertain (assuming all permitted Units allowed on the Additional Property are added to the Condominium) shall have been conveyed by Declarant to Unit Owners other than a person or persons constituting Declarant, (iii) if no unexpired option remains to add any portion of the Additional Property, the date 120 days after the date as of which Units to which seventy-five percent (75%) of the undivided interests appertain shall have been conveyed by Declarant to Unit Owners other than a person or persons constituting Declarant, (iv) unless the Declarant has an unexpired option to add any portion of the Additional Property, the date as of which Units to which eighty per cent (80%) of the undivided interests in the common elements appertain shall have been conveyed by Declarant to Unit Owners other than a person or persons constituting Declarant, or (v) the surrender by Declarant of the authority to appoint and remove members of the Board of Directors and officers of the Association by an express amendment to this Declaration executed and recorded by Declarant. The foregoing provisions notwithstanding, within thirty (30) days of the date fifteen (15) of the Units submitted to this Declaration herein or by amendment hereto have been conveyed to Unit Owners other than any person or persons constituting Declarant, the Declarant shall cause one member of the board of directors to resign, and Declarant shall appoint one Unit Owner to the Board of Directors to fill the vacancy created. No Unit Owner affiliated with or employed by Declarant shall be eligible for such appointment. Declarant shall have the unqualified right to remove said Unit Owner so appointed; provided, however, that Declarant shall replace any Unit Owner so removed with another similarly qualified Unit Owner. Upon the expiration of the period of Declarant's right to appoint and remove members of the Board of Directors and officers of the Association, such right shall automatically pass to the Unit Owners, including Declarant if Declarant then owns one or more Condominium Units, and a special meeting of the Association shall be called. At such special meeting the Unit Owners shall elect a Board of Directors and shall undertake the responsibilities of the Association. Every grantee of any interest in the Property, by acceptance of a deed to or other conveyance of such interest, agrees that Declarant shall have such authority to appoint and remove members of the Board of Directors and officers of the Association and vests in Declarant such authority as provided by this Section 1.

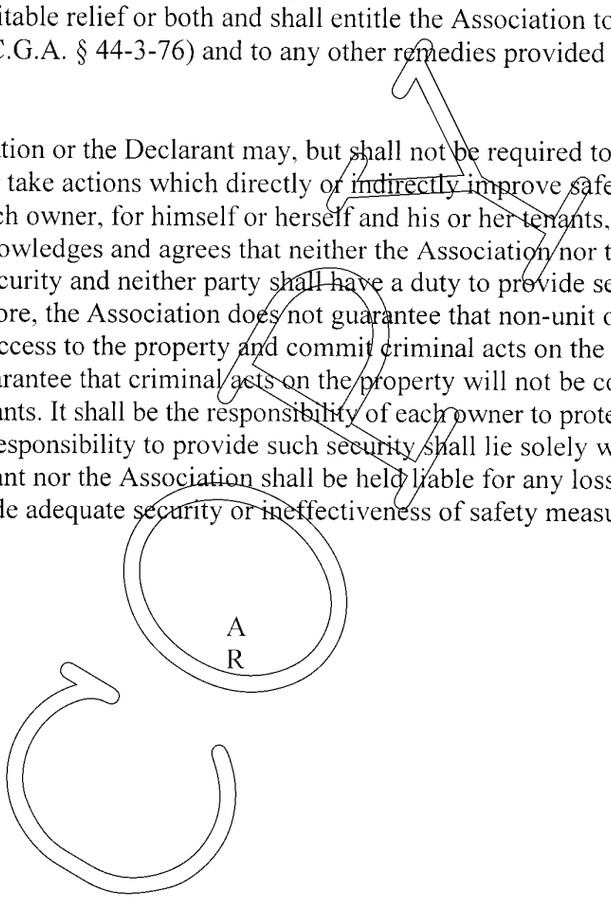
2. **Duties and Powers.** The duties and powers of the Association shall be those set forth in the Governing Documents, together with those reasonably implied to effect the purposes of the

Association. Except to the extent otherwise required by the Governing Documents, the powers herein or otherwise granted to the Association may be exercised by the Board of Directors, acting through its officers, without any further consent or action on the part of the Unit Owners. Subject to and in accordance with the provisions and limitations set forth in the Bylaws of the Association, each Director and each officer of the Association shall be entitled to be indemnified by the Association in connection with any threatened, pending or completed action, suit or proceeding with respect to which such person was or is a party by reason of the fact that such person is or was a Director or officer of the Association.

3. **Property.** All funds received and title of all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Unit Owners as herein provided and for the purposes herein stated. The shares of the Unit Owners in the funds and assets of the Association cannot be individually assigned, hypothecated or transferred in any manner except as an appurtenance to a Condominium Unit,

4. **Rules and Regulations.** Reasonable regulations, rules and requirements concerning the use of the Units, appurtenances thereto, and the common elements may be made and amended from time to time by the Board of Directors of the Association, provided that copies of such regulations, rules and requirements and amendments thereto shall be furnished by the Association to all Unit Owners. Such regulations, rules and requirements shall be binding upon and shall be complied with by the Unit Owners, their families, tenants, guests, invitees and agents, until and unless any such regulation, rule or requirement is specifically overruled and canceled in a regular or special meeting by the vote of Unit Owners holding a majority of the total votes in the Association. Failure to abide by any such regulation, rule or requirement shall be grounds for an action by the Association and any aggrieved Unit Owner to recover damages or obtain injunctive and equitable relief or both and shall entitle the Association to assess fines as permitted by the Act (O.C.G.A. § 44-3-76) and to any other remedies provided by the Act or this Declaration.

5. **Security.** The Association or the Declarant may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve safety on the Condominium; however, each owner, for himself or herself and his or her tenants, guests, licensees, and invitees, acknowledges and agrees that neither the Association nor the Declarant is a provider of security and neither party shall have a duty to provide security on the condominium. Furthermore, the Association does not guarantee that non-unit owners and no-occupants will not gain access to the property and commit criminal acts on the property nor does the Association guarantee that criminal acts on the property will not be committed by other Unit Owners or occupants. It shall be the responsibility of each owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Unit Owner. Neither Declarant nor the Association shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of safety measures undertaken.



TICLE VIII INSURANCE

1. **Coverage.** The Association shall maintain the insurance required by the Act (O.C.G.A. § 44-3-107), by the various provisions of the Declaration and the Bylaws, and such other insurance as the Board of Directors may deem appropriate. Notwithstanding any future change in the Act, such insurance shall at all times include public liability and property damage insurance in such amounts and in such forms as shall be required by the Board of Directors of the Association, but (a) not in amounts less than $500,000.00 for injury, including death, to a single person, $1,000,000.00 for injury or injuries, including death, arising out of a single occurrence, and $50,000.00 property damage, or, (b) in the alternative, a liability policy affording coverage for bodily injury and property damage with a combined single limit in an amount not less than $1,050,000.00. Such insurance shall cover the Association, all agents and employees of the Association, all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and, if reasonably obtainable, the Board of Directors and officers of the Association. If any damage to or destruction of any Unit is being repaired, replaced or restored, if the cost thereof exceeds the insurance proceeds attributable thereto, and if the shortfall of insurance proceeds is due to the failure of the policy to insure current full replacement value excluding improvements or betterments made by the Unit Owners, the excess funds required shall be a common expense shared by all Unit Owners rather than an individual expense to be borne entirely by the owner of the Unit which was damaged or destroyed. As to insurance required to be maintained by the Association by the Act, the Association may allocate equitably the payment of a reasonable insurance deductible between the Association and the Unit Owners affected by a casualty against which the Association is required to insure; provided, however, that the amount of deductible which can be allocated to any one Unit Owner shall not exceed $1,000.00 per casualty loss or such larger amount as approved by the Board of Directors and as permitted from time to time by the Act. This limitation shall not preclude an allocation to a Unit Owner pursuant to the first sentence of Article VI, Section 3.

2. **Mortgagees.** In the event of substantial damage to or destruction of any Unit or any part of the common elements, the holder of any first mortgage on a Condominium Unit shall be entitled to timely written notice of any such damage or destruction, and no provision of this Declaration or of any other document establishing the Condominium shall entitle the Owner of a Condominium Unit or other party to priority over such holder with respect to the distribution of any insurance proceeds with respect to such Condominium Unit. Any mortgage holder, insurer or guarantor shall be entitled to timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

3. **Other Insurance.** With respect to any peril which is excluded by the Association's hazard insurance policy, any Unit Owner shall have the right to obtain coverage in such Unit Owner's name against such peril (i) covering such Unit Owner's undivided interest in the common elements; and/or (ii) covering any portion of the common elements damage to which will directly and adversely affect the use of such Owner's Unit or may result in damage to such Owner's Unit or the contents thereof. Nothing contained in the foregoing shall relieve the Association of its duty to maintain the insurance required by the Act and this Declaration. Each Unit Owner may obtain insurance at his own expense, affording coverage upon his personal property, as well as upon any improvements and betterments he may make to his Unit, or as may be required by law. Insofar as may be permitted by law, each such policy acquired by a Unit Owner shall contain a waiver of subrogation as to any claims against the Association and of any defense based on co-insurance. The Board of Directors may, to the extent permitted by applicable law, require any Unit Owner to carry public liability, personal property, and/or other insurance with respect to the occupancy of such Owner's Unit and to furnish copies of any policies required to be obtained to the Association, if the Board determines that such coverage is reasonably necessary to protect the interests of the Association and/or the other Unit Owners and requires all Unit Owners engaged in similar activities to obtain similar insurance coverage. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a manner as to diminish or affect any recovery or payment which may be realized under any insurance policy carried by the Association.

ARTICLE IX
ARCHITECTURAL CONTROL AND USE RESTRICTIONS

To assure a community of congenial Owners and thus protect the value of the Condominium Units, the Property, including all improvements comprising a part thereof, shall be subject to the restrictions set forth in this Article IX and in the rules and regulations of the Association.

1. **Approval Required for Changes.** To preserve the architectural appearance of the Condominium, no construction of any nature whatsoever shall be commenced or maintained by any Owner other than Declarant with respect to the exterior of any Unit or any other portion of the Condominium, nor shall any exterior addition to or change or alteration therein be made, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of

Directors or by an architectural committee appointed by the Board of Directors. A Unit Owner may make improvements and alterations within his Unit; provided, however, that no Unit Owner shall make any structural alterations in a Unit or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety, soundness or structural integrity of that Unit or any other Unit without first obtaining the written consent of the Board of Directors and all Unit Owners and mortgagees of the Units affected, nor shall any Unit Owner impair any easement without first obtaining the written consent of the Association and of the Unit Owner or Owners and their mortgagees for whose benefit such easement exists.

2. **Use Restrictions.** Except for the rights granted Declarant pursuant to Article III, Section 5 hereof, and subject to applicable zoning ordinances, all Units shall be and are restricted to residential, studio, and/or home office purposes and the occupancy thereof shall be subject to such restrictions as the Board may establish pursuant to the rules and regulations of the Association. For purposes of this Declaration, "studio" and "home office" shall not include any use which entails customers, clients, employees not residing in the unit, or other members of the general public visiting a Unit on a regular basis.

3. **Age Restrictions.** The Condominium having been designed and intended for use by older persons, and in a manner consistent with the federal Fair Housing Act, 42 U.S.C. § 3601, et seq., and the regulations promulgated thereunder, particularly including 24 C.F.R. § 100.304 (55 or older housing), as currently stated or as subsequently amended, every Unit shall be occupied by at least one person age fifty-five (55) or older. In addition, the regular occupancy by any person under eighteen (18) years of age is prohibited. Further, the Board shall adopt such rules and procedures consistent with said federal and state regulations to insure that at least eighty percent (80%) of all Units are occupied by at least one person 55 years of age or older. To that end, the Board shall require that all Occupants provide verification of age on a periodic basis. The Board shall have the power to, but not be required to, grant reasonable hardship exceptions in writing to the age restrictions set forth in this Section 3 provided at least eighty percent (80%) of all Units are occupied by at least one person 55 years of age or older.

4. **Signs. Banners, Pennants, Flags.** Except as may be required by legal proceedings. No "For Sale" or "For Rent" signs or other signs or advertising posters of any kind nor any banners, pennants, flags, etc. shall be maintained or permitted on any portion of the Property without the prior express written permission of the Board of Directors of the Association. The Board of Directors shall establish standards for any permitted signs, posters, banners, pennants, or flags upon the Property, and there shall be no deviation from such standards without the prior written consent of the Board of Directors. Notwithstanding the foregoing, the provisions of this Section 3 shall not apply to any signs maintained on the Property by Declarant, its agents, representatives, or assigns, during the period that Declarant has any Condominium Unit for sale, or to a "For Sale" sign posted by a mortgagee who becomes the Owner of a Condominium Unit as purchaser at a judicial or foreclosure sale conducted with respect to a first mortgage or secondary purchase money mortgage or as transferee pursuant to any proceeding in lieu thereof, subject to reasonable rules and regulations established by the Board of Directors with respect to such "For Sale" sign.

5. **Antennas.** No antenna or other device for the transmission or reception of television

signals, radio signals, or any form of electromagnetic radiation shall be erected, used, or maintained outdoors on any portion of the Property, whether attached to a building or structure or otherwise; provided, however, that Declarant and the Association shall have the right to erect, construct and maintain such devices; and, provided further., that the Association may, in its sole discretion but consistent with Federal law, upon written application by a Unit Owner, permit no more than one satellite dish antenna under one meter in diameter to be installed and maintained by the Unit Owner within the limited common elements assigned to the Unit so long as the satellite dish is not attached to the common elements or to any limited common element that is not maintained exclusively by the Unit Owner; and, provided further, that the Association may adopt such additional rules and regulations that are consistent with state and federal law concerning the installation of satellite dishes on common areas.

6. **Motor Vehicles, Trailers, Boats, etc.** Automobiles shall be parked only upon those portions of the common elements designated for such purpose by the Plat or by the Board of Directors. The Board of Directors of the Association may prohibit mobile homes, motor homes, truck campers, trailers of any kind, boats, motor-cycles, motorized bicycles, motorized go-carts and other such contrivances, or any of them, from being kept, placed, stored, maintained or operated upon any portion of the Property if in the opinion of the Board of Directors such prohibition shall be in the best interests of the Condominium.

In amplification of provisions elsewhere set forth in this Declaration, the Board of Directors shall have the power and authority to establish reasonable rules and regulations governing the parking of vehicles on the property. The Board may specifically prohibit abandoned, disabled, and stored vehicles from being parked on the common area. Provided that all applicable provisions of state law and local ordinances are complied with, and provided that the offending vehicle is posted with a notice of possible future towing at the time of the initial parking violation by the vehicle, the Board shall have the express authority to tow vehicles from the property if found to be in violation of said rules and regulations. If a vehicle is towed due to violation of this Declaration or the rules and regulations adopted by the Board, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity.

For purposes of this section, "abandoned vehicle" shall mean a vehicle that is both (a) obviously inoperable or does not have a current operating license and (b) remains parked for fourteen (14) days. "Disabled vehicle" shall mean any vehicle either not in current operating condition or without a current operating license. "Stored vehicle" shall mean any vehicle other than an abandoned vehicle which remains parked in the same spot for fourteen (14) days or which is put on blocks or covered with a tarpaulin and remains on blocks or covered overnight.

7. **Nuisances.** No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property, except in containers specially designated for such purpose, nor shall any odors be permitted so as to render any portion of the Property unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Property. No nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to persons using or occupying other portions of the Property. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles,

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bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on the Property. Any Unit Owner, or his family, servants, agents, invitees, or guests, who shall dump or place any trash or debris upon any portion of the Property, except in the containers described above, shall be liable to the Association for the actual cost of the removal thereof or the sum of $25.00, which-ever is greater, and the same shall be added to and become part of that portion of any assessment next coming due to which the Unit Owner is subject.

8. **Pets.** No animals or birds, other than a reasonable number of generally recognized house pets, shall be kept or maintained on any portion of the Property and then only if they are kept or maintained solely as domestic pets and not for commercial purposes. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure for the care, housing or confinement of any animal or bird shall be constructed or maintained outside the Unit boundaries. Upon the written request of any Unit Owner, the Board of Directors of the Association shall conclusively determine whether, in its sole and absolute discretion, for the purposes of this section, a particular animal or bird is a generally recognized house pet, or a nuisance, or whether the number of animals or birds in any Unit is unreasonable.

9. **Prohibited Activities.** Noxious or offensive activities shall not be carried on in any Unit or in any part of the common elements. Each Unit Owner, his family, visitors, invitees, guests, servants and agents, shall refrain from any act or use of his Unit or the common elements which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the occupants of the Units, or which could result in the cancellation of insurance on any Unit or any portion of the common elements, or which would be in violation of any law or governmental code or regulation. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any portion of the Property.

10. **Governmental Regulations.** All governmental building codes, health regulations, zoning restrictions and the like applicable to the Property shall be observed. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

11. **Exterior Appearance.** To provide a neat, attractive and harmonious appearance throughout the Condominium, no awnings, shades, screens or other item shall be attached to, hung or used on the exterior of any window or door of a Unit or on the exterior of any building without the prior written consent of the Board of Directors or an architectural committee appointed by the Board of Directors. Further, no foil or other reflective material shall be used on any windows for sun screens, blinds, shades or any other purpose. All shades, drapery linings and other window treatments visible from the exterior of a Unit on any window or door shall be white, off-white, or such other color as shall be approved by the board of Directors. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, placed or maintained on any portion of the Property, nor shall any clothing, rugs or any other item be hung on any railing enclosing any stairway, landing, porch, patio, balcony or deck.

12. **Sale Period.** Notwithstanding any provisions contained in this Declaration or any Amendment to this Declaration to the contrary, during the period of sale of the Condominium Units, whether located on the Property or the Additional Property, it shall be expressly permissible for Declarant, its agents, assigns and representatives, to use the parking facilities on the Property for such purposes and for staging or temporary storage in connection with construction activities, and to use the Units owned by Declarant as model Units and as offices for the sale of the Condominium Units and related activities.

ARTICLE X
LEASING RESTRICTIONS

1. **Purposes.** In order to protect the equity of the individual Unit Owners, to carry out the purpose for which the Association was formed by preserving the character of The Vineyards at Maple Valley as a homogeneous residential community of predominately owner-occupied homes and by preventing the community from assuming the character of a renter-occupied complex and to comply with the eligibility requirements for financing in the secondary mortgage market insofar as such criteria provide that the project be substantially owner-occupied, leasing of Units shall be governed by the restrictions imposed by this Article. The Board of Directors shall have the authority to make and enforce reasonable rules and regulations in order to enforce this Article, including the right to impose fines constituting a lien upon the Unit sold or leased. Except as provided herein, the leasing of Units shall be prohibited.

2. **Leasing Status.** "Open Leasing Status" shall authorize a Unit to be leased at any time, subject to the conditions and restrictions set forth in this Article. Each Unit shall have Open Leasing Status until such time as title is conveyed by the Declarant hereof, after which conveyance, the Unit shall automatically be converted to Restricted Leasing Status. Open Leasing Status may also be conferred upon a Unit as provided in Sections 3(c) and 5 below. "Restricted Leasing Status" shall subject a Unit to the restrictions on leasing contained in Section 3(b) below. All Units not conferred Open Leasing Status by this Section or by the Board of Directors as provided herein shall be in Restricted Leasing Status.

3. **Leasing Provisions.** Leasing which is authorized shall be governed by the following provisions:

(a) The right of any Unit Owner to sell, transfer, or convey fee title to the Unit owned by such Owner shall not be subject to any right of first refusal or any similar restriction in favor of the Association.

(b) No Owner of a Unit in Restricted Leasing Status may lease his Unit if fifteen percent (15%) or more of the total number of Units in the Condominium are being leased as provided in this Article.

(c) **Leasing Approval.** Any Unit Owner desiring to lease his Unit may apply in writing for Open Leasing Status from the Board of Directors for conversion to Open Leasing Status, indicating the date the proposed lease will begin and the term of the lease. The Board of

Directors shall confer Open Leasing Status on the Unit if less than fifteen percent (15%) of the Units have been conferred Open Leasing Status and if less than fifteen percent (15%) of the Units are leased at the time of the approval. The Owner shall be notified within fourteen (14) days of application as to whether Open Leasing Status has been conferred on the Unit. If the Unit is not granted Open Leasing Status, the Board shall deny the request for leasing of the Unit and place the Unit at the end of a waiting list. At such times as less than fifteen percent (15%) of the total number of Units in the Condominium are in Open Leasing Status, the Board shall notify the Owner of the Unit at the top of the waiting list of conversion of the Unit to Open Leasing Status, and such Owner shall have ninety (90) days within which to lease the Unit or it shall automatically revert back to Restricted Leasing Status and be placed back at the end of the waiting list.

(d) **Notice.** Within ten (10) days after executing a lease agreement for the lease of a Unit, the Unit Owner shall provide the Board or its designated agent with a copy of the lease, the term of the lease, the name of the lessee and all other persons authorized to occupy the Unit, documentation of the age of all occupants, as provided in the rules and regulations of the Association.

(e) **General.** No Unit Owner may lease less than his entire Unit, and no lease shall be for a term less than one (1) year. All leases shall be in writing. There shall be no subleasing of Units or assignment of leases without prior written Board approval. No transient tenants may be accommodated in any Unit. Any lease shall be expressly subject to the provisions of the Governing Documents, and each Unit Owner agrees that if such language is not expressly contained in the lease, then such language shall be incorporated into the lease by the existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and incorporation of such language into the lease. The Unit Owner must provide the lessee with copies of the Declaration, Bylaws and any roles and regulations adopted pursuant thereto, and the lease form shall provide that the owner has provided these documents to the lessee. With respect to the Unit Owner's responsibilities to the Association and other Unit Owners, any actions taken by such Unit Owner's Lessee or any employee, invitee, family member, or guest of such lessee shall be deemed to have been taken by such Unit Owner.

(f) **Violations.** In the event of any failure by the lessee to comply with the terms of the Governing Documents, the Board of Directors shall have the right to levy a charge or fine against the lessee for such non-compliance. If such charge or fine is not paid by the lessee within thirty (30) days of the written notice of the charge or fine, the Board shall have the right to levy the charge or fine against the Unit Owner. The charge or fine shall be collected in the same manner as other assessments as provided in Article VI and shall constitute a lien upon the Unit as provided in Article VI until paid.

(g) **Use of Common Elements.** The Unit Owner transfers and assigns to the lessee, for the term of the lease, any and all rights and privileges that the Unit Owner has to use the development common areas, facilities and other amenities.

4. **Exceptions.**

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(a) Any of the foregoing provisions of this Article X which may be construed to the contrary notwithstanding, the lease by Declarant of any Condominium Unit owned by Declarant or the lease by a first priority mortgage or secondary purchase money mortgagee (provided that neither the grantee, nor any successor grantee on any such secondary purchase money mortgage was the seller of the Unit) who becomes the Owner of a Condominium Unit at a judicial or foreclosure sale conducted with respect to the mortgage on such Condominium Unit or as transferee pursuant to any proceeding in lieu thereof, so long as such Condominium Unit is owned by such person, shall not be subject to the provisions of this Article X, except that the occupancy of any Condominium Unit by any lessee of Declarant or such person shall be otherwise subject to the provisions of this Declaration and the Bylaws and rules and regulations of the Association.

(b) Any of the foregoing provisions of this Article X notwithstanding, the lease or sublease shall not be subject to the restrictions relating to the term of the lease or the leasing of less than the entire Unit if the lease or sub-lease is (1) by a joint Owner of his or her undivided interest in a Unit to another joint Owner of the same Unit, or (2) by an Owner occupant of a Unit who subleases a portion of the Unit while continuing to personally occupy the remaining portion of the Unit.

5. **Undue Hardship.** Notwithstanding the provisions above, the Board shall be authorized, but not obligated, to allow reasonable leasing of a Unit upon application in accordance with this Article and the Declaration to avoid undue hardship, including, but not limited to the following situations: (i) a Unit Owner must relocate his residence outside the greater Atlanta metropolitan area and cannot, within six (6) months from the date the Unit was placed on the market, sell the Unit except at a price below the current appraised market value, after having made reasonable efforts to do so; (ii) where the Unit Owner died and the Unit is being administered by his or her estate; or (iii) the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, in which case, the Unit Owner must reapply every year for renewal of the hardship exception. Those Owners who have complied with tills Section and have demonstrated that the inability to lease their Unit would result in undue hardship and have obtained the requisite written Board approval, may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship. Any Owner who believes that he or she must lease his or her Unit to avoid undue hardship shall submit a written application to the Board setting forth the circumstances necessitating the leasing, the term of the proposed lease, and such other information as the Board may reasonably require. Leasing in the case of undue hardship shall be permitted only upon the Board's written approval of the Owner's application. Any transaction which does not comply with this Article shall be voidable at the Board's option.

ARTICLE XI
GENERAL PROVISIONS

1. **Amendment.** Prior to the time this Declaration is filed for record in the public records of Cherokee County, Georgia, Declarant may amend or revise the provisions of this Declaration without the consent of any other person; provided, however, that in the event any such amendment or revision would materially and adversely affect the rights of any contract purchaser, Declarant shall give such contract purchaser notice of such amendment or revision,

and such contract purchaser shall have ten days after receipt of such notice to terminate his or her contract. Subject to the limitations set forth hereinabove. Declarant may amend this Declaration without the consent of the Association or the other Unit Owners to submit Additional Property to the provisions hereof. This Declaration and the other condominium instruments may be amended at any time and from time to time by the assent of Unit Owners having at least two thirds (2/3) of the total vote of the Association; provided, however, that during such time as Declarant has the right to appoint and remove members of the Board of Directors and officers of the Association pursuant to Section 1 of Article VII or has the unexpired option to add the Additional Property or any portion thereof to the Condominium, such amendment shall require the agreement of Declarant; and, in all cases, such amendment shall require the agreement of Unit Owners to which two-thirds (2/3) of the votes in the Association appertain, exclusive of any vote or votes appertaining to any Condominium Unit or Units then owned by Declarant. In addition this Declaration maybe amended in such respects and in such manner as may be expressly permitted by the provisions of the Act and this Declaration. So long as the same shall not (a) adversely affect the title to any Condominium Unit, (b) change the percentage of undivided ownership interest in and to the common elements of the Condominium appurtenant to any Condominium Unit, (c) materially alter or change any Unit Owner's right to the use and enjoyment of his Unit or the common elements as set forth in this Declaration, or (d) otherwise make any material change in this Declaration, each Unit Owner agrees that, if requested to do so, such Unit Owner will consent to the amendment of this Declaration or the other condominium instruments or the Bylaws or Articles of Incorporation of the Association, (i) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with, or remove any conflict or inconsistency with, the provisions of any applicable governmental statute, rule, regulation, or judicial determination which shall be in conflict therewith, (ii) if such amendment is required by the governmental statutes, laws, rules or regulations applicable to or promulgated by a governmental or quasi-governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any Condominium Unit, or (iii) if any such amendment is necessary to enable any governmental agency to insure mortgage loans on the Condominium Units based on the statutes, laws, rules or regulations applicable to or promulgated by such agency. Except as expressly permitted or required by the Georgia Condominium Act and the provisions of this Declaration, any amendment to this Declaration which would change the boundaries of any Unit, the undivided interest in the common elements, the number of votes in the Association, or the liability for common expenses appertaining to any Condominium Unit shall be approved in writing by all Unit Owners and all holders of all mortgages encumbering the Condominium Units. Any provision in this Declaration which may be construed to the contrary notwithstanding, any amendment to this Declaration which would change, alter, modify or rescind any right, title, interest or privilege herein expressly granted to the holder of any mortgage affecting any of the Condominium Units shall require the prior written approval of such holder. Amendments to this Declaration or the other condominium instruments may be proposed by Declarant, by the Board of Directors of the Association, or by petition signed by Unit Owners having at least thirty percent (30%) of the total votes of the Association. Agreement of the required majority of Unit Owners to any amendment of the condominium instruments shall be evidenced by their execution of the amendment, or, in the alternative and provided that Declarant does not then have the right to appoint and re-move members of the

Board of Directors or officers of the Association, the sworn statement of the President, any Vice President or Secretary of the Association, attached to or incorporated in an amendment executed by the Association, in which sworn statement it is stated unequivocally that agreement of the required majority of Unit Owners was otherwise lawfully obtained, and that all required notices were given. Any such amendment of the condominium instruments, including this Declaration, shall become effective only when recorded or at such later date as may be specified in the amendment itself. The written consent of any mortgagee required with respect to such amendment shall also be recorded with such amendment. The approval of any amendments by a mortgagee shall be deemed implied and consented to if the mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after the mortgagee receives notice of the proposed amendment sent by certified or registered mail, return receipt requested.

2. **Eminent Domain,** in the event that all or part of the Property shall be taken by any authority having the power of eminent domain, the allocation of the award of such condemnation and all related matters, such as the reallocation of undivided interests in the common elements, liabilities for assessments and votes, shall be handled pursuant to and in accordance with the then applicable provisions of the Georgia Condominium Act. If there are no such provisions of the Act then in effect, the allocation of the award and related matters shall be handled pursuant to and in accordance with those provisions of the Act relating thereto in effect as of the date hereof. If any Unit or portion thereof or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Condominium Unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or of any other document establishing the Condominium will entitle the Owner of a Condominium Unit or other party to priority over such holder with respect to the distribution of the proceeds of any award or settlement relating to such Condominium Unit.

3. **Rights of Third Parties.** This Declaration shall be recorded pursuant to the provisions of the Georgia Condominium Act for the benefit of Declarant, the Unit Owners and their mortgagees as herein provided, and no adjoining property owner or third party shall have any right, title or interest whatsoever in the Condominium or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and such mortgagees as herein provided, the Unit Owners shall have the right to cancel, extend, modify, amend or otherwise change the provisions of this Declaration without the consent, permission or approval of any adjoining owner or third party.

4. **Partition, Termination and Withdrawal of Property.** The common elements remain undivided, and unless the condominium form of ownership hereby established is terminated or the Property is withdrawn from the Condominium, as hereinafter provided, no Unit Owner nor any other person shall bring any action for partition or division of the whole or any part of any Condominium Unit or of the whole or any part of the common elements. The Condominium may be terminated or a portion of the Property may be withdrawn from the Condominium only in strict accordance with and pursuant to the then applicable provisions of the Georgia Condominium Act, and all matters relating to such termination or withdrawal shall be handled in accordance with such provisions of the Act. If there are no such provisions of the Act then in effect, then such termination or withdrawal and related matters shall be handled pursuant to and

in accordance with those provisions of the Act relating thereto in effect as of the date hereof.

5. **Enforcement.** Each Unit Owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration, the Bylaws and the rules and regulations of the Association now or hereafter adopted, as the same may be lawfully amended from time to time. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Association or, in a proper case, any aggrieved Unit Owner or Owners, jointly and severally, shall have the right to proceed at law or in equity to compel compliance therewith or to prevent a threatened violation or breach thereof. In addition to all other remedies, the Association, or a duly authorized agent thereof, shall have the right to enter upon any portion of the common elements where a violation exists and, at the expense of the violating Unit Owner and using such force as may be reasonably necessary, summarily abate or remove any erection, thing or condition that may be or exist contrary to the intent and meaning of the provisions hereof or of the Bylaws or rules and regulations, if after ten (10) days' written notice of such violation it shall not have been corrected by such Unit Owner. Neither the Association nor its agents shall be deemed guilty or liable for any manner of trespass for such entry, abatement or removal. Should the Association employ legal counsel to enforce any of the foregoing or any other rights or remedies of the Association, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the violating Unit Owner. Inasmuch as the enforcement of the provisions of this Declaration and the Bylaws and such rules and regulations is essential for the protection of present and future Unit Owners, it is hereby declared that, for any breach thereof which cannot be adequately compensated by recovery of damages, the Association or, in any proper case, any aggrieved Unit Owner or Owners, in addition to all other remedies, may require and shall be entitled to the remedy by injunction to restrain any such violation or breach or threatened violation or breach. Further, and except as otherwise provided in this Declaration, in any case of flagrant or repeated violation by a Unit Owner, then, in addition to the foregoing remedies, the Association may suspend temporarily the voting rights of a Unit Owner of the Condominium, suspend temporarily the right of a Unit Owner to use certain of the common elements, and/or levy summary charges against the Unit Owner for such violation, provided that no summary charges may be levied for more than $25.00 for any one violation, but each day or time a violation is continued or repeated after written notice is given to the Unit Owner to cease and desist, it shall be considered a separate violation. Collection of summary charges may be enforced against a Unit Owner as if such charges were a common expense owed by the Unit Owner involved, and such charges may be added to and thereupon shall become part of that portion of any assessment next coming due to which the Unit Owner is subject. No delay, failure or omission on the part of the Association or any aggrieved Unit Owner or Owners in exercising any right, power or remedy herein provided shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to do so thereafter as to the same violation or breach, or as to a violation or breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association for or on account of any failure to bring any action on account of any violation or breach, or threatened violation or breach, of the provisions and regulations, however long continued, or for the imposing of provisions which may be unenforceable.

6. **Suspension of Use of Common Elements and Common Utilities.** The Association may

suspend the rights of a Unit Owner to use certain of the common elements as provided in this Declaration. No such suspension shall deny any Unit Owner or Occupants access to the Unit owned or occupied. Except as hereinafter set forth, no suspension shall cause any hazardous or unsanitary condition to exist. Any cable television or satellite television or radio service provided to any Unit Owner may be terminated on thirty (30) days written notice during any period in which the Unit Owner is delinquent on assessments owed to the Association. Any water or other utility (excluding cable and satellite television and radio service, which shall be governed as stated previously) provided to a Unit or Unit Owner by the Association may be terminated for failure to pay assessments and other amounts due to the Association pursuant to O.C.G.A. § 44-3-109(a) subject to the suspension standards and notice requirements imposed on the institutional providers providing such services to the Association. Such services may only be terminated after a final judgment or final judgments in excess of a total of $750.00 are obtained in favor of the Association from a court of competent jurisdiction. The Association shall not be required to restore any terminated services until the judgment or judgments are paid in full. All expenses for termination of any services pursuant to this Section shall become part of the lien and assessments due by and changeable to the Unit Owner.

7. **Members Rights to Call Meeting.** A special meeting of the membership shall be called upon the written request of at least fifteen percent (15%) of the Unit Owners. Should more than one such meeting be called for identical or substantially similar purposes in any calendar year, and if the prior such special meeting failed to have a quorum of the members present, and if the subsequent meeting also fails to have a quorum present, the costs of calling the subsequent meeting at which no quorum was in attendance may be specially assessed against the Unit Owners requesting the call of the subsequent meeting.

8. **Right of Action.** Each Owner hereby acknowledges and agrees that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Unit Owners which is based on any alleged defect in any Unit or the common elements, or any damage allegedly sustained by any Unit Owner by reason thereof, but rather, that all such actions shall be instituted by the Unit Owners owning such Units or served by such common elements or allegedly sustaining such damage.

9. **Duration.** Unless the Condominium is terminated as herein otherwise provided, the provisions of this Declaration shall run with and bind the land, shall be binding upon and inure to the benefit of all Owners and mortgagees, their heirs, executors, legal representatives, successors and assigns, and shall be and remain in effect perpetually to the extent permitted by Georgia law; provided, however, that so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land so long as permitted by such law, and it shall be the duty of the Board of Directors of the Association to cause this Declaration to be amended of record when necessary by filing a document bearing the signatures of Unit Owners having a majority of the voting interest in the Association reaffirming and newly adopting such provisions in order that the same may continue to be covenants running with the land of the Condominium. Such adoption by a majority shall be binding on all.

10. **Interpretation.** In all cases, the provisions set forth or provided for in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors, will best effect the intent of the general plan of the Condominium. The provisions hereof shall be liberally interpreted, and if necessary, they shall be so extended or enlarged by implication as to make them fully effective. In the event of any conflicts or inconsistencies between the Act, the Georgia Nonprofit Corporation Code, this Declaration, and the Bylaws, the terms and provisions of the Act or the Georgia Nonprofit Corporation Code, as may be applicable, and this Declaration, in that order, shall prevail.

11. **Gender and Grammar.** The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

12. **Rights of Holders, Insurers and Guarantors of First Mortgages, Secondary Purchase Money Mort-gages, and Secondary Mortgages Held By Institutional Lenders.** In addition to the rights of mortgagees elsewhere provided, the holder, insurer and guarantor of *each* first mortgage, secondary purchase money mortgage, and secondary mortgage held by institutional lenders, or any insurer or guarantor of such mortgage, of a Condominium Unit shall (a) be entitled to written notice from the Association of any default by a Unit Owner in the performance of his obligations under this Declaration or the Bylaws or rules and regulations of the Association which is not cured within sixty (60) days, (b) be entitled to receive notice of and to designate a representative to attend and observe all meetings of Unit Owners, but not meetings of the Board of Directors of the Association, (c) be furnished copies of annual financial reports made to the Unit Owners, and (d) be entitled to timely written notice of any action that requires the written consent of a specified percentage of mortgage holders; provided, however, that such holder, insurer or guarantor shall first file with the Association a written request that notices of default, notices of meetings and copies of financial reports be sent to a named agent or representative of the holder, insurer or guarantor at an address stated in such notice. Further, each holder, insurer or guarantor which is an institutional lender (i.e., a bank, savings and loan association, insurance company, FHA-approved mortgage lender, pension fund, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, mortgage banker or other lender generally recognized in the community as an institutional lender) or a generally recognized commercial or governmental insurer or guarantor (including, without limitation, the U.S. Veterans Administration and the Federal Housing Administration) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours, and may, at the sole expense of such holder, insurer or guarantor, have an audited statement of the Association's books and records prepared if one is not otherwise available. Each Owner of a Condominium Unit, by acceptance of a deed or other conveyance therefor, consents to such notifications and information to be provided to any such party by the Association. Any notice rights given in other provisions of this Declaration to Mortgagees are hereby granted to all insurers or guarantors of the mortgages held by said Mortgagees.

13. **Severability.** Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this

Declaration to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end me provisions of this Declaration are declared to be severable.

14. **Captions.** The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending or other-wise modifying or adding to the particular Article or Section to which they refer.

15. **Author.** This Declaration was prepared by Christina J. Adams, Hartman-Imbriale, LLP, 145 Towne Lake Parkway, Ste 200, Woodstock, Georgia 30188.

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

Signed, sealed and delivered in the presence of:

Vineyards at Maple Valley, LLC,
Georgia limited liability company

Yvonne J. Pless

Unofficial Witness

By: Jim Franklin Member

Jim Franklin, Member

Notary Public

MARLA J. MURPHY NOTARY PUBLIC GEORGIA PICKENS COUNTY MY COMMISSION EXPIRES APRIL 3 2007

COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN LAND LOTS 79, 80, 137 AND 138 OF THE 3RD DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA , BEING KNOWN AS LOTS 20, 21, 22, 23, 24, 25, 26, & 27, THE VINEYARDS AT MAPLE VALLEY, AS SHOWN ON THAT PLAT OF SURVEY PREPARED BY LANDMARK, JIM NORTON GRLS NO. 2260, AS LAST REVISED JUNE 6, 2006, FOR THE VINEYARDS OF MAPLE VALLEY, LLC, SAID PLAT OF SURVEY IS RECORDED IN PLAT BOOK 91, PAGE 55, CHEROKEE COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

COPY

EXHIBIT "B"

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 79, 80, 137 & 138 OF THE 3RD DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA AND BEING TRACTS 1, 2 AND 3, CONTAINING 7.75 ACRES, AS PER PLAT OF SURVEY RECORDED IN PLAT BOOK 91. PAGE 39, CHEROKEE COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

LESS AND EXCEPT:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING LOCATED IN LAND LOTS 79, 80, 137 AND 138 OF THE 3RD DISTRICT, 2ND SECTION, CHEROKEE COUNTY, GEORGIA , BEING KNOWN AS LOTS 20, 21, 22, 23, 24, 25, 26, & 27, THE VINEYARDS AT MAPLE VALLEY, AS SHOWN ON THAT PLAT OF SURVEY PREPARED BY LANDMARK, JIM NORTON GRLS NO. 2260, AS LAST REVISED JUNE 6, 2006, FOR THE VINEYARDS OF MAPLE VALLEY, LLC, SAID PLAT OF SURVEY IS RECORDED IN PLAT BOOK 91, PAGE 55, CHEROKEE COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

COPY

EXHIBIT "C"

DESCRIPTION OF BOUNDARIES OF UNITS

The perimetrical or vertical boundaries of each Unit are: (1) in the case of exterior walls separating the Unit from the common elements, the vertical planes of the exterior surfaces of the sheathing covering the wood or other framing of the walls of the Unit; (2) in the case of walls separating the Unit from other Units, on the first floor or ground floor, the vertical planes of the exterior surfaces of the wood or other framing of the walls of the Unit, and on the second floor or attic floor, the centerline of the partition wall or the framing wall separating the Units; and (3)the vertical planes of the exterior surfaces of windows and entry doors. Such permetrical Unit boundaries include the sheet rock on theUnit side of said walls, the framing and any insulation or other items installed within the spaces created by the framing (or centerline of such framing or insulation in the case of the second floor or attic floor), with the exterior walls and structural components being a part of the common elements. The interstitial spaces between the exterior surfaces of the framing of walls where units are adjacent shall be common areas. The lower horizontal boundary of each Unit is the horizontal plane of the upper surface of the sub-floor of such Unit, and the upper horizontal plane of the upper surfaces of the ceiling joists or rafters of the Unit, with the subfloor and roof being a part of the common elements. Each Unit includes the wood, drywall, plaster, concrete or other material forming the ceiling or floor, as the case may be. Window screenes and all fixtures, equipment and appliances located within the boundaries of each Unit are deemed to be a part of each Unit. If any chutes, flues, ducts, conduits, wires, pipes or any other apparatuses lie partially within and partially without the designated boundaries of a Unit, any portions thereof which serve only that Unit shall be deemed a part of that Unit, while any portions thereof which serve more than one Unit or any portion of the common elements shall be deemed a part of the common elements. Notwithstanding the description of the boundaries of each Unit set forth in this Exhibit "C", or the depiction of such boundaries on the Plans, there shall be deemed to be included within the boundaries of each unit all portions of the heating and air conditioning systems serving only that Unit (including, without limitation, the furnances, compressors, heat pumps, conduits, pipes, wires, and ducts), together with the hot water heater for said Unit, and all such items shall form a part of the Unit exclusively served by the same. In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between the boundaries shown on the plans or in a deed and those of the Unit.

COPY

Filed in 08/10/2006 11:30 AM Office Clerk of Superior Court Cherokee County, GA Deed BK 8971 Page 190, Patty Baker

LIMITED LIABILITY COMPANY CONVEYANCE OF EASEMENT

DOCUMENT NO.

FOR VALUABLE CONSIDERATION OF Two Hundred and no/100 dollars ($200.00)

Valley Station, LLC

("Grantors") their heirs, successors and assigns hereby conveys and grants to **Nelson Ball Ground Telephone Company**, **DBA: TDS Telecom**, a Corporation, its successors and assigns ("Grantee"), for a valuable consideration an easement to construct, use, maintain operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables and wires and ground mounted telecommunications equipment, including necessary electrical power supply conductors necessary for operation of the equipment, under, and along that certain real property in Land Lots 79, 80, 137 & 138 of the 3rd District, 2nd Section, and being in the County of Cherokee, State of Georgia, described as follows:

A Fiber Optic Distribution Hub (FDH) 10' X 10' easement area within Parcel 087C, (Subdivision Lot 27), also known to be The Vineyards at Maple Valley, and being in the northwestern corner of said parcel and as shown on Exhibit "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS RECORDED IN THE Cherokee County Registry, Deed Book 7973, Page 354 in Canton, GA.

Grantee agrees to place esthetic shrubbery around the perimeter of said 10' X 10' easement area and said shrubbery shall be selected by Grantor to coordinate and blend with those placed in The Vineyards of Maple Valley subdivision.

Easement Location: **The Vineyards of Maple Valley, Ball Ground, GA**

Mailing Address: **P. O. Box 525**
Ball Ground, GA 30107

REGISTER OF DEEDS:

RETURN ORIGINAL EASEMENT TO:

David Nissen
TDS Telecom
P. O. Box 5158
Madison WI 53705-0158

This instrument prepared by: P. Linda Durben

Tax Map No. 03N01 **Parcel No.** 087C **Deed Book** 7973 **Page No.** 354

The Grantee, for itself, its successors and assigns, agrees that it will pay the reasonable value of any crops destroyed and other actual physical damage done to the property of the Grantor, its heirs, successors and assigns, arising at any time out of the exercise by it of the rights herein granted.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.

And the Said Grantor, its successors and assigns, shall allow employees or subcontractors of TDS Telecom, its successors and assigns, to install underground telecommunications equipment, underground communications conduit and cables, and electrical power supply conductors required for operation of the equipment, ingress and egress to the site at all times; to clear the site and keep it clear of trees or vegetation that would interfere with its use as a telecommunications site; to trim out and keep trimmed and cut all dead, weak, leaning, or dangerous trees, limbs, or other vegetation within the easement area and similar trees or vegetation on the surrounding land that would cause damage to the telecommunications equipment should it/they fall onto the granted right-of-way area, provided that permission is first obtained from Grantor for said cutting or trimming of trees and vegetation on adjacent land outside the granted right-of-way; to obtain and install necessary underground operating power from electrical utility companies; and to enter upon the property covered by the granted easement for the purpose of making surveys and tests deemed necessary to repair, replace or add to existing ground mounted telephone plant.

Easement No. ENEL-06-101DH

Exchange ~~Ball Ground~~ Nelson

Work Order No. TC- 060481031

Valley Station, LLC
Name of Limited Liability Company

By James W Franklin

JAMES W FRANKLIN - OWNER
(Name & Title typed/printed)

By _____

(Name & Title typed/printed)

County of (Pickens)

State of (Georgia)

DATED: 8/4/06, 2006

On 4TH of August, 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared James W. Franklin, and _____, known to me to be the person(s) whose name is/are subscribed to the within instrument, and acknowledged to me that (he/she/they) executed the same.

Witness my hand and official seal.

CANDICE HOPE JOHNS NOTARY PUBLIC GEORGIA EXPIRES JAN. 6, 2010 PICKENS COUNTY

Candice Hope Johns
(Notary Signature)

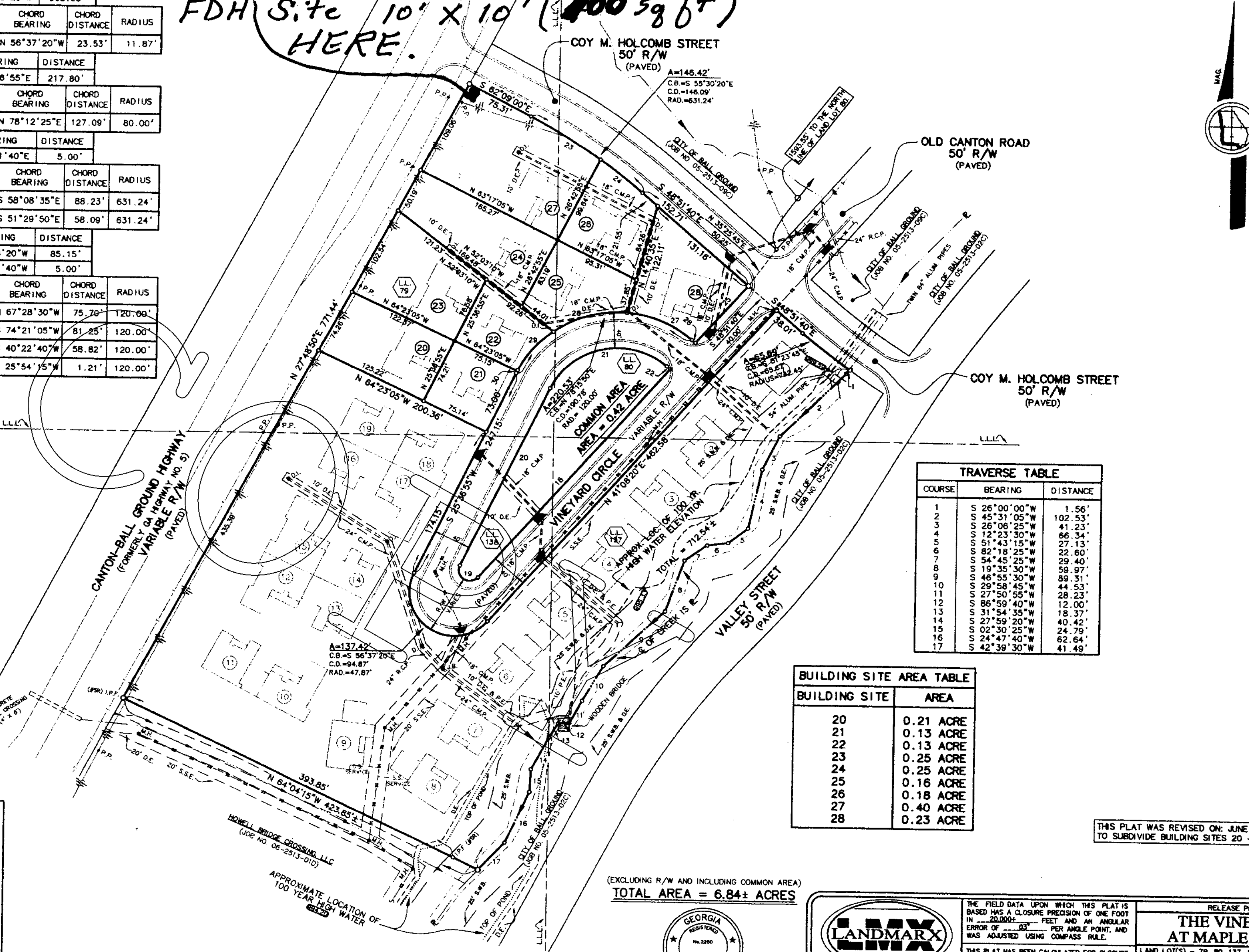
Candice Hope Johns
(Notary name typed/printed)

Notary Public Pickens County

My Commission Expires 1/6/10

EXHIBIT 'A'

TDS TELECOM FDH Site 10' X 10' ([redacted] sq ft) HERE.



COURSE	BEARING	DISTANCE		
18	S 41°08'20"W	308.09'		
COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
19	34.08'	N 56°37'20"W	23.53'	11.87'
COURSE	BEARING	DISTANCE		
20	N 25°38'55"E	217.80'		
COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
21	146.86'	N 78°12'25"E	127.09'	80.00'
COURSE	BEARING	DISTANCE		
22	S 48°51'40"E	5.00'		
COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
23	88.31'	S 58°08'35"E	88.23'	631.24'
24	58.11'	S 51°29'50"E	58.09'	631.24'
COURSE	BEARING	DISTANCE		
25	S 41°08'20"W	85.15'		
26	N 48°51'40"W	5.00'		
COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
27	77.02'	N 67°28'30"W	75.70'	120.00'
28	82.88'	S 74°21'05"W	81.25'	120.00'
29	59.42'	S 40°22'40"W	58.82'	120.00'
30	1.21'	S 25°54'15"W	1.21'	120.00'

FIELD BOOK 118 PAGE 22 FILE #2513X

LEGEND:
1) I.P.S. – IRON PIN SET (#5R.)
2) I.P.F. – IRON PIN FOUND
3) R. – REINFORCING BAR
4) A – ARC
5) RAD. – RADIUS
6) (R) – RADIAL
7) (NR) – NOT RADIAL
8) M.H. – MANHOLE
9) S.E. – SLOPE EASEMENT
10) B.L. – BUILDING LINE
11) R/W – RIGHT OF WAY
12) J.B. – JUNCTION BOX
13) F.H. – FIRE HYDRANT
14) L.L.L. – LAND LOT LINE
15) C.B. – CHORD BEARING
16) C.D. – CHORD DISTANCE
17) N/F. – NOW OR FORMERLY
18) S.S. – SANITARY SEWER
19) S.S.E. – SANITARY SEWER EASEMENT
20) F.F.E. – INDICATES MIN. FINISHED FLOOR ELEVATION
21) D.E. – DRAINAGE EASEMENT
22) ℄ – CENTERLINE
23) ℙ – PROPERTY LINE
24) P.P. – POWER & (OR) PHONE POLE
25) – FENCE (APPROX. LOC.)
26) – ℄ STREAM (APPROX. LOC.)
27) – ℄ DITCH (APPROX. LOC.)
28) – INDICATES STREET NUMBER
29) S.B.B. – STREAM BANK BUFFER
30) S.W.B. – STATE WATERS BUFFER
31) C.M.P. – CORRUGATED METAL PIPE
32) R.C.P. – REINFORCED CONCRETE PIPE
33) M.M.F. – MARBLE MONUMENT FOUND
34) C.T. – CRIMP TOP
35) L.P. – LIGHT POLE
36) C.M.F. – CONCRETE MONUMENT FOUND
37) D.I. – DROP INLET
38) – SANITARY SEWER LINE
39) – OVERHEAD POWER & (OR) PHONE LINE
40) – INDICATES APPROX. 100 YEAR HIGH WATER ELEVATION
41) P.E. – PEDESTRIAN EASEMENT
42)

"F.E.M.A. OFFICIAL FLOOD HAZARD MAP" COMMUNITY NO. 130424, PAGE 150B, DATED 7-15-88, SHOWS THIS PROPERTY NOT TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

REFERENCE PLATS:
1) BOUNDARY SURVEY OF: THE VINEYARDS AT MAPLE VALLEY, BY: LMX, INC., DATED: APRIL 24, 2006, JOB NO. 06-2513-020.
2)

TRAVERSE TABLE		
COURSE	BEARING	DISTANCE
1	S 26°00'00"W	1.56'
2	S 45°31'05"W	102.53'
3	S 26°06'25"W	41.23'
4	S 12°23'30"W	66.34'
5	S 51°43'15"W	27.13'
6	S 82°18'25"W	22.60'
7	S 54°45'25"W	29.40'
8	S 19°35'30"W	59.97'
9	S 46°55'30"W	89.31'
10	S 29°58'45"W	44.53'
11	S 27°50'55"W	28.23'
12	S 86°59'40"W	12.00'
13	S 31°54'35"W	18.37'
14	S 27°59'20"W	40.42'
15	S 02°30'25"W	24.79'
16	S 24°47'40"W	62.64'
17	S 42°39'30"W	41.49'

BUILDING SITE AREA TABLE	
BUILDING SITE	AREA
20	0.21 ACRE
21	0.13 ACRE
22	0.13 ACRE
23	0.25 ACRE
24	0.25 ACRE
25	0.16 ACRE
26	0.18 ACRE
27	0.40 ACRE
28	0.23 ACRE

THIS PLAT WAS REVISED ON: JUNE 9, 2006 TO SUBDIVIDE BUILDING SITES 20 – 27.

NOTES:
1) UNDERGROUND UTILITIES ARE LIKELY TO EXIST THAT ARE NOT SHOWN ON THIS PLAT. ANY USER OF THIS PLAT IS ADVISED TO CONTACT THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 BEFORE CONSTRUCTION OR BEFORE PLANNING FOR CONSTRUCTION. LMX, INC. MAKES NO CERTIFICATION AS TO UTILITIES OR ANY ASSOCIATED EASEMENTS.
2) THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY & EASEMENTS, BOTH RECORDED AND UN-RECORDED.
3) SOME IMPROVEMENTS MAY NOT SHOWN.
4) SOME OVERHEAD UTILITIES MAY NOT BE SHOWN.
5) BUILDING LINES ARE NOT SHOWN.
6) HOUSING UNITS SHOWN ARE PLANNED AND SUBJECT TO CHANGE.

0' 25' 50' 100' 150' 200'
GRAPHIC SCALE – FEET

(EXCLUDING R/W AND INCLUDING COMMON AREA)
TOTAL AREA = 6.84± ACRES

GEORGIA REGISTERED No. 2260 LAND SURVEYOR JIM NORTON

LANDMARX INC.
1100 HOWELL BRIDGE ROAD / P.O. BOX 129
BALL GROUND, GEORGIA 30107
PHONE: (770) 735-1100 / FAX: (770) 735-0101
-MEMBER-
SURVEYING & MAPPING SOCIETY OF GEORGIA

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 86,000+ FEET.

EQUIPMENT USED FOR MEASUREMENTS: TOPCON GTS-2B &(OR) TOPCON GTS-303

"ALL MATTERS OF TITLE ARE EXCEPTED"

RELEASE PLAT OF:

THE VINEYARDS AT MAPLE VALLEY

LAND LOT(S) – 79, 80, 137, & 138
DISTRICT – 3, SECTION – 2
CITY: BALL GROUND | CHEROKEE COUNTY, GEORGIA
PREPARED: MAY 08, 2006 | SCALE: 1" = 50'
DRAWN BY: BRETT SISSON
DWG FILE: Vineyards-release.dwg
JOB NO. 06-2513-060

Filed in 8/15/2006 2:54:00 PM Office Clerk of Superior Court Cherokee County, GA Deed BK 8979 Page 131, Patty Baker

Return Recorded Document to:
Andrew W. Hartman, LLC, dba Hartman-Imbriale, LLP
61-D Bryant Street Bryant Square
Jasper, GA 30143

QUITCLAIM DEED

STATE OF GEORGIA **COUNTY OF PICKENS** **FILE #: 06-04162**

THIS INDENTURE, Made the **13th** day of **June, 2006,** between **CRESCENT BANK,** of the County of **PICKENS,** and the State of **GEORGIA,** as party or parties of the first part, hereinafter called Grantor, and **THE VINEYARDS OF MAPLE VALLEY, LLC.** , of the county of **Pickens,** and the **State of Georgia,** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that : Grantor, for and in consideration of the sum of one dollar ($1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 79, 80, 137 & 138, OF THE 3RD DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA, BEING KNOWN AS LOTS 20, 21, 22, 23, 24, 25, 26 & 27, THE VINEYARDS OF MAPLE VALLEY, AS SHOWN ON THAT PLAT OF SURVEY PREPARED BY LANDMARK, JIM NORTON GRLS#2260, LAST REVISED JUNE 9, 2006, FOR THE VINEYARDS AT MAPLE VALLEY, LLC, SAID PLAT OF SURVEY IS RECORDED IN PLAT BOOK 91, PAGE 55, CHEROKEE COUNTY, GEORGIA RECORDS, WHICH PLAT OF SURVEY IS INCORPORATED HEREIN BY REFERENCE.

This deed is given for the purpose of releasing the within described property from that certain security deed between the parties herein dated June 9, 2006, recorded in Deed Book 8842, Page 340, Cherokee County, Georgia, records.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

CRESCENT BANK

Signed, sealed and delivered in the presence of:

K Lawrence (Seal)
KAY LAWRENCE

SEAL

(Unofficial witness)

(Seal)

(Notary Public)

(Seal)

KIMBERLY KIRBY NOTARY PUBLIC PICKENS COUNTY GEORGIA EXPIRES FEB. 6, 2010

Filed in 08/29/2006 10:55 AM Office Clerk of Superior Court Cherokee County, GA Deed BK 9007 Page 298, Patty Baker

LIMITED LIABILITY COMPANY CONVEYANCE OF EASEMENT

FOR AND IN CONSIDERATION of the sum of **ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, **The Vineyards of Maple Valley, LLC**, a Georgia, Limited Liability Company, ("Grantor") their heirs, successors, and assigns hereby conveys and grants to **Nelson-Ball Ground Telephone Company, a Georgia Corporation, d/b/a TDS Telecom**, its successors and assigns, ("Grantee"), for a valuable consideration an easement to construct, use, maintain, operate, alter, add to, repair, replace, and/or remove its facilities consisting of underground cables and wires and ground mounted telecommunications equipment, including necessary electrical power supply conductors necessary for operation of the equipment, under, and along that certain real property lying and being in **LAND LOTS 79, 80, 137, and 138**, of the **Third (3rd) DISTRICT**, **Second (2nd) SECTION**, in the **County of Cherokee**, **State of Georgia**, and being more particularly described as follows:

An underground cable easement fourteen feet (14') wide, the center of which is the first cable placed hereunder, and the easement shall extend a distance of approximately 1600 feet in length as a portion of the cable to serve approximately 28 residential condominium units in The Vineyards of Maple Valley development. The cables will be placed around the perimeter of the development and in other areas of the development including on one or both sides of the road referred to as Valley Circle and may cross the road at various locations in order to serve each lot. The subdivision plan for this underground easement location is shown on Exhibit "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Easement Location: The Vineyards of Maple Valley Condominiums at Canton-Ball Ground Highway and Coy M. Holcomb Street in Ball Ground, Georgia

Grantor Mailing Address: **The Vineyards of Maple Valley, LLC**
P.O. Box 525
Ball Ground, Georgia 30107

Tax Map No. **03N01- -87N** **Land Lot No(s).** **79, 80, 137, and 138**

Deed Book **8842** **Page No.** **339**

The Grantee, for itself, its successors and assigns, agrees that it will pay the reasonable value of any crops destroyed and other actual physical damage done to the property of the Grantor, its heirs, successors and assigns, arising at any time out of the exercise by it of the rights herein granted.

Grantor covenants not to erect any structure upon the aforesaid real property that would interfere with Grantee's use of said easement and this covenant shall be binding upon Grantor's successors and assigns.

REGISTER OF DEEDS:

RETURN ORIGINAL EASEMENT TO:

David Nissen
TDS Telecom
P. O. Box 5158
Madison WI 53705-0158

This instrument prepared by: Larry Hand

RECORDED

LIMITED LIABILITY COMPANY CONVEYANCE OF EASEMENT

The Vineyards of Maple Valley, LLC, a Georgia Corporation, ("Grantor")
Blue Ridge Telephone Company, a Georgia Corporation, d/b/a TDS Telecom, ("Grantee")

And the Said Grantor, its successors and assigns, shall allow employees or subcontractors of TDS Telecom, its successors and assigns, to install underground telecommunications equipment, underground communications conduit and cables, and electrical power supply conductors required for operation of the equipment, ingress and egress to the site at all times; to clear the site and keep it clear of trees or vegetation that would interfere with its use as a telecommunications site; to trim out and keep trimmed and cut all dead, weak, leaning, or dangerous trees, limbs, or other vegetation within the easement area and similar trees or vegetation on the surrounding land that would cause damage to the telecommunications equipment should it/they fall onto the granted right-of-way area, provided that permission is first obtained from Grantor for said cutting or trimming of trees and vegetation on adjacent land outside the granted right-of-way; to obtain and install necessary underground operating power from electrical utility companies; and to enter upon the property covered by the granted easement for the purpose of making surveys and tests deemed necessary to repair, replace or add to existing ground mounted telephone plant.

IN WITNESS WHEREOF, this easement is executed under seal by the undersigned this 28th day of Aug., 2006.

The Vineyards of Maple Valley, LLC
Name of Company

Witness Debby Smith

By James W Franklin (Seal)

James W Franklin
Name typed/printed

Owner
Title

Easement No. ENEL-06-501

Exchange Nelson

Work Order No. TC-060481040

County of (Cherokee

State of (Georgia)

On Aug. 28, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared James W. Franklin known to me to be the persons whose name(s) are subscribed to the within instrument, and acknowledged to me that they / he / she executed the same.

Witness my hand and official seal

Nancy Y Griffin
Name typed or printed

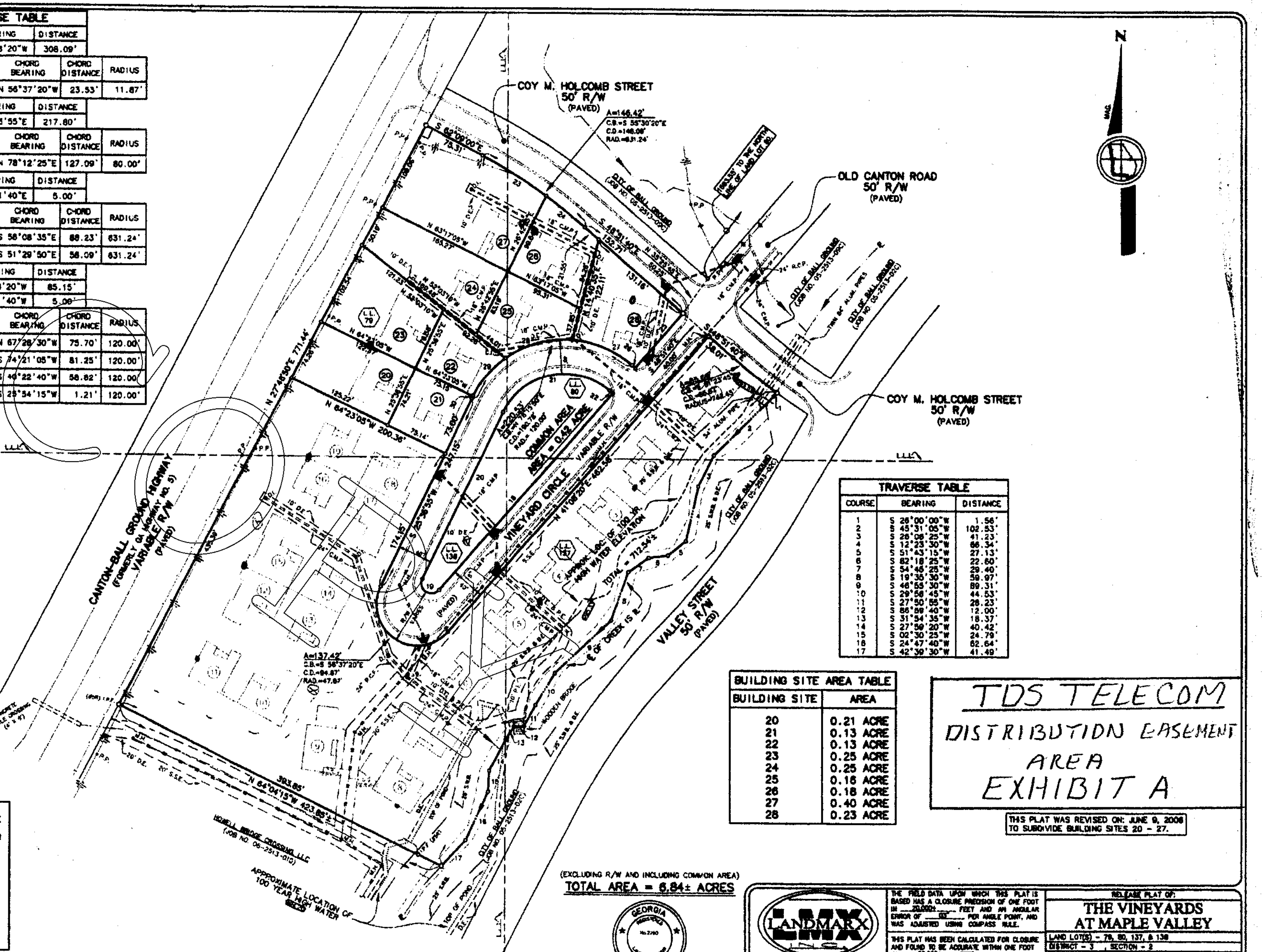
Notary Public Cherokee County,

My Commission Expires

NANCY Y GRIFFIN NOTARY PUBLIC CHEROKEE COUNTY, GA MY COMMISSION EXPIRES NOV. 21 2007

COPY

TDS TELECOM
DISTRIBUTION EASEMENT AREA
EXHIBIT A



TRAVERSE TABLE		
COURSE	BEARING	DISTANCE
18	S 41°08'20"W	308.09'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
19	34.08'	N 56°37'20"W	23.53'	11.87'

COURSE	BEARING	DISTANCE
20	N 25°36'55"E	217.80'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
21	146.86'	N 78°12'25"E	127.09'	80.00'

COURSE	BEARING	DISTANCE
22	S 48°51'40"E	5.00'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
23	88.31'	S 58°08'35"E	88.23'	631.24'
24	58.11'	S 51°29'50"E	58.09'	631.24'

COURSE	BEARING	DISTANCE
25	S 41°08'20"W	85.15'
26	N 48°51'40"W	5.00'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
27	77.02'	N 67°28'30"W	75.70'	120.00'
28	82.88'	S 74°21'05"W	81.25'	120.00'
29	59.42'	S 40°22'40"W	58.82'	120.00'
30	1.21'	S 25°54'15"W	1.21'	120.00'

TRAVERSE TABLE		
COURSE	BEARING	DISTANCE
1	S 28°00'00"W	1.56'
2	S 45°31'05"W	102.53'
3	S 28°08'25"W	41.23'
4	S 12°23'30"W	66.34'
5	S 51°43'15"W	27.13'
6	S 82°18'25"W	22.60'
7	S 54°45'25"W	29.40'
8	S 19°35'30"W	59.97'
9	S 46°55'30"W	89.31'
10	S 29°58'45"W	44.53'
11	S 27°50'55"W	28.23'
12	S 86°59'40"W	12.00'
13	S 31°54'35"W	18.37'
14	S 27°59'20"W	40.42'
15	S 02°30'25"W	24.79'
16	S 24°47'40"W	62.64'
17	S 42°39'30"W	41.49'

BUILDING SITE AREA TABLE	
BUILDING SITE	AREA
20	0.21 ACRE
21	0.13 ACRE
22	0.13 ACRE
23	0.25 ACRE
24	0.25 ACRE
25	0.16 ACRE
26	0.18 ACRE
27	0.40 ACRE
28	0.23 ACRE

THIS PLAT WAS REVISED ON: JUNE 9, 2006 TO SUBDIVIDE BUILDING SITES 20 - 27.

(EXCLUDING R/W AND INCLUDING COMMON AREA)
TOTAL AREA = 6.84± ACRES

...M.A. OFFICIAL FLOOD HAZARD MAP" ...MUNITY NO. 130424, PAGE 150B, DATED 7-15-88 ...S THIS PROPERTY NOT TO BE IN AN ...HAVING SPECIAL FLOOD HAZARDS.

...ERENCE PLATS: ...UNDARY SURVEY OF: THE VINEYARDS AT MAPLE VALLEY, ...Y: LMX, INC., DATED: APRIL 24, 2006, ...OB NO. 06-2513-020.

...TES:
UNDERGROUND UTILITIES ARE LIKELY TO EXIST THAT ARE NOT SHOWN ON THIS PLAT. ANY USER OF THIS PLAT IS ADVISED TO CONTACT THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 BEFORE CONSTRUCTION OR BEFORE PLANNING FOR CONSTRUCTION. LMX, INC. MAKES NO CERTIFICATION AS TO UTILITIES OR ANY ASSOCIATED EASEMENTS.
THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY & EASEMENTS, BOTH RECORDED AND UN-RECORDED.
SOME IMPROVEMENTS MAY NOT SHOWN.
SOME OVERHEAD UTILITIES MAY NOT BE SHOWN.
BUILDING LINES ARE NOT SHOWN.
HOUSING UNITS SHOWN ARE PLANNED AND SUBJECT TO CHANGE.

GRAPHIC SCALE - FEET

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 20,000+ FEET AND AN ANGULAR ERROR OF 03" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 88,000+ FEET.

EQUIPMENT USED FOR MEASUREMENTS: TOPCON GTS-2B 8(GR) TOPCON GTS-303

* ALL MATTERS OF TITLE ARE EXCEPTED*

LANDMARX LMX
1100 HOWELL BRIDGE ROAD / P.O. BOX 129 BALL GROUND, GEORGIA 30107
PHONE: (770) 735-1100 / FAX: (770) 735-0501

GEORGIA REGISTERED No. 2760 LAND SURVEYOR JIM NORTON

RELEASE PLAT OF:
THE VINEYARDS AT MAPLE VALLEY
LAND LOT(S) - 79, 80, 137, & 138
DISTRICT - 3, SECTION - 2
CITY: BALL GROUND | CHEROKEE COUNTY, GEORGIA
PREPARED: MAY 08, 2006 | SCALE: 1" = 50'
DRAWN BY: BRETT SISSON
DWG FILE: Vineyards-release.dwg
JOB NO. 06-2513-080

Filed in 9/21/2006 11:27:00 AM Office Clerk of Superior Court Cherokee County, GA Deed BK 9063 Page 187, Patty Baker

After Recording, Return To:
Paul J. McGruder, Esq.
Boling Rice LLC
Post Office Box 244
Cumming, Georgia 30028
770/887-3762

RETURN TO:
HARTMAN-IMBRIALE, LLP
145 TOWNE LAKE PARKWAY
SUITE 200
WOODSTOCK, GA 30188

(The above space for recording information only)

STATE OF GEORGIA
COUNTY OF CHEROKEE

DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS

THIS DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS (the "Declaration") is made this the 19TH day of SEPTEMBER, 2006 by **HOWELL BRIDGE CROSSING, LLC, a Georgia limited liability company** ("Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner of all that tract or parcel of land lying and being in Land Lot 138 of the 3rd District, 2nd Section of the City of Ball Ground, Cherokee County, Georgia, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference thereto ("Property"); and,

WHEREAS, Declarant desires to subdivide the Property into two or more tracts for the purpose of creating a multi-use commercial development, said subdivided tracts being more particularly described on Exhibit B-1 ("Tract A"), Exhibit B-2 ("Tract B"), Exhibit B-3 ("Tract C"), and Exhibit B-4 ("Tract D") attached hereto and incorporated herein by reference thereto (Tract A, Tract B, Tract C, and Tract D being sometimes collectively referred to herein as the "Tracts" and individually as a "Tract"); and,

WHEREAS, Declarant desires to grant and establish certain restrictions, covenants, rights, easements, and privileges in, to, over, upon, and across the Tracts to establish certain covenants, conditions and restrictions with respect to said Tracts, for the mutual and reciprocal benefit and complement of the Tracts and the present and future owners and occupants thereof, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100ths Dollars ($10.00) and other good and valuable considerations, Declarant hereby declares that from and after the date of the execution and recording of this Declaration in the Office of the Clerk of the Superior Court of Cherokee County, Georgia the Property shall be owned, used, and subjected to the following easements, covenants, and restrictions:

1. **Grant of Cross Access Easements; Maintenance.** Declarant hereby declares that the Tracts shall be subject to certain perpetual, non-exclusive easements for the purpose of allowing vehicular and pedestrian access, ingress, and egress to and from each Tract and the right of ways for Howell Bridge Road (Extension) and Canton - Ball Ground Highway in the locations depicted in the cross-hatched areas on Exhibit C attached hereto and made a part hereof. Each Tract shall be burdened by the aforesaid uses within the cross-hatched areas falling within the boundary lines of each such burdened Tract, and each Tract shall benefit from the aforesaid uses of the land within the cross-hatched areas falling outside the boundary lines of each such benefited Tract. Normal, routine, and customary maintenance and repair of the Access Points and/or Access Easements caused by normal wear and tear and use shall be the responsibility of the Association (as hereinafter defined); provided, however, that each owner of a Tract shall be responsible for the following items on such owner's Tract at such Tract owner's sole cost and expense: (i) keeping the Access Easement located on such owner's Tract free of obstructions at all times, except in the event of emergencies, and (ii) removing trash and debris from the Access Easement located on such owner's Tract. Notwithstanding the provisions hereof, any owner of a Tract shall be solely responsible for the cost and expense of any repairs to any portion of the Access Easements, including, without limitation, portions of the Access Easements which are not located on such Tract owner's Tract, which are caused by the willful negligence or misconduct of such owner or its successors, assigns, contractors, representatives, or tenants, in which case said costs shall be borne by such Tract owner.

2. **Grant of Storm Water Flowage Easements; Maintenance.** Declarant hereby declares that Tract B and Tract C shall be subject to and burdened by a perpetual, non-exclusive easement over, across, through, and under the cross-hatched areas on Exhibit D and made a part hereof by reference for the purpose of allowing Tract A, Tract C, and Tract D to flow storm water runoff into and through drainage facilities, pipes, lines, flumes and parking areas from and located on Tract A, Tract B, Tract C, and Tract D through the discharge facilities located on Tract B (the "Tract B/C Drainage Easement"). Without limiting the foregoing and the depiction of the Tract B/C Drainage Easement on Exhibit D, reference is additionally made to a survey recorded at Plat Book 91, page 153, Cherokee County Records, whereupon a portion of the Tract B/C Drainage Easement is depicted as a "20' D.E." In addition, there is hereby imposed by Declarant upon Tract A and Tract C for the benefit of Tract A, Tract C, and Tract D such perpetual, non-exclusive easements for allowing storm water runoff to cross over, upon, under, and through each Tract for the purpose of accessing the Drainage Facilities for the purposes stated in this Section 2. Normal, routine, and customary maintenance of the drainage facilities, catch basins, pipes, lines, flumes, and parking areas (the "Drainage Facilities") and repair caused by normal wear and tear and use shall be the responsibility of the Association (as hereinafter defined); provided, however, that each owner of a Tract shall be responsible for the following items on such owner's Tract at such Tract owner's sole cost and expense: (i) keeping the Drainage Facilities located on such owner's Tract free of obstructions at all times, except in the event of emergencies, and (ii) removing trash and debris from the Drainage Facilities located on such owner's Tract. Notwithstanding the provisions hereof,

any owner of a Tract shall be solely responsible for the cost and expense of any repairs to any portion of the Drainage Facilities, including, without limitation, portions of the Drainage Facilities which are not located on such Tract owner's Tract, which are caused by the willful negligence or misconduct of such owner or its successors, assigns, contractors, representatives, or tenants, in which case said costs shall be borne by such Tract owner.

3. **Grant of Utility Easements; Maintenance.** Declarant herby declares that Tract B and Tract C shall be subject to perpetual, non-exclusive easements twenty feet (20') in width for the purpose of allowing the owners of Tract A, Tract B, and Tract C to connect to an existing sanitary sewer line and flowing sewerage through said sanitary sewer line (the "Sewer Easements"), the location of said Sewer Easements to be located ten feet (10') on either side of the actual installed location of said existing sanitary sewer line and generally located in the area of the Property cross-hatched on Exhibit E attached hereto and made a part hereof by reference thereto. Connection to said existing sanitary sewer line shall be made by each owner of a Tract at said owner's sole cost and expense. Furthermore, Declarant hereby declares that Tract A, Tract B, Tract C, and Tract D shall be subject to utility easements for the benefit of each other Tract to allow for the connection, maintenance, and repair of utilities and utility lines (other than sanitary sewer service) used in connection with the improvements located on any Tract (the "Utility Easements"). For said purposes, each owner shall use all due care and responsibility in ensuring a minimal amount of damage or disruption to each other Tract in exercising the rights and benefits created hereby with respect to connection, maintenance, and repair of utilities and utility lines and any owner so exercising the rights and benefits created hereby shall without delay ensure that any and all damages to any other Tract or any utilities or utility lines shall be repaired to the condition of such other Tract existing prior to any connection, maintenance, or repair.

4. **Sign Easement.** Declarant hereby declares that Tract A, Tract B, Tract C, and Tract D shall have as an appurtenance and that Tract A, Tract C, and Tract D shall have as a burden on Tract A, Tract C, and Tract D certain sign easement rights and privileges as provided herein. Declarant hereby creates and imposes upon Tract A and Tract C the right and privilege of the owner of Tract A, Tract B, and Tract D to (i) construct and maintain a sign for advertising of businesses located within improvements constructed on Tract A, Tract B, and Tract D in the location along the Southeasterly right of way line of Canton – Ball Ground Highway on either Tract A or Tract C, and (ii) construct and maintain a sign for advertising of businesses located within improvements constructed on Tract A, Tract B, Tract C, and Tract D in the location along the Northerly right of way line of Howell Bridge Road (Extension), as generally identified on Exhibit F attached hereto and made a part thereof by reference thereto (the "Monument Sign Easements"). The Monument Sign Easements shall permit the construction and maintenance of only two permanent (2) signs and shall not permit the erection of any temporary signs, promotional signs, or other displays for advertising purposes. Declarant acknowledges that Exhibit F depicts the possible location of four (4) permanent monument type signs, but notes that it is the intent of this provision that only one (1) sign may be erected on each right of way

line referenced herein. Any site depicted as a possible location for the Monument Sign Easements shall terminate and no such easement shall exist as to such site in the event that upon the other site along the same right of way line a permanent sign has been erected. Declarant hereby additionally creates and imposes upon Tract D the right and privilege of the owner of Tract C to construct and maintain a monument type sign near the intersection of the right of way lines of Canton - Ball Ground Highway and Howell Bridge Road (Extension) for the purpose of advertising of the business located on Tract C, as identified on Exhibit F attached hereto and made a part hereof by reference thereto (the "Corner Sign Easement")(the Corner Sign Easement and the Monument Sign Easements sometimes being collectively referred to herein as the "Sign Easements"). Any sign constructed within the Sign Easements shall at all times comply with all ordinances and regulations of any governmental entity having jurisdiction over the Property and any signs erected thereon. Moreover, the Sign Easements shall be subject to the approval of Declarant as to the location, style, materials, and size prior to the construction thereof by any owner of any Tract.

5. **Reservation of Rights.** The rights and privileges incident to the ownership of the fee simple estate of any Tract which are not inconsistent with the rights and privileges herein granted are hereby reserved to the owner of each Tract, including, without limitation, the right to maintain and repair the Access Easements, Drainage Facilities, and Utility Easements in the event that the Association or the owner of any Tract which has an obligation as to such maintenance and repair fails to undertake or timely complete such maintenance and repair. In the event that the owner of any Tract shall undertake to perform reasonable maintenance and repair of the Access Easements, Drainage Facilities, or Utility Easements, or any portion thereof, after thirty (30) days prior written notice to the Association or the owner of another Tract which are properly the responsibility and obligation of the Association or the owner of another Tract, said performing owner shall have the right to reimbursement from the Association or the owner of another Tract, as the case may be, for the reasonable costs and expenses of said maintenance and repair; provided, however, that in the event that such maintenance and repair are required immediately in order for the owner of a Tract to enjoy the immediate use and enjoyment of said owner's Tract, said owner may immediately begin performing such necessary maintenance and repair after written notice to the Association or the owner of another Tract.

6. **No Dedication.** Nothing contained in this Agreement shall be deemed to constitute a dedication to the public or for public use of the easements, rights, and privileges herein granted or created.

7. **Restrictions and Covenants Regarding Uses, Construction, and Maintenance.**

   (a) Declarant hereby declares that no permanent buildings, canopies, or structures shall be constructed within the thirty-foot (30') building setback line along the right of way of Canton - Ball Ground Highway. Tract C reserves the right to approve the placement of any building or structure on Tract D in which said approval will

not be unreasonably withheld. Furthermore, Declarant hereby declares that no advertising displays, promotional displays, tire racks, rental cars or trucks, cars or trucks for sale, temporary or seasonal businesses, or any other structures, signs, or displays shall be located within the thirty-foot (30') building setback line along the right of way of Canton – Ball Ground Highway; provided, however, that the owner of Tract A, Tract B, Tract C, and Tract D shall have the right to construct and maintain a sign for each Tract within said thirty-foot (30') building setback line along the right of way of Canton – Ball Ground Highway which complies with all sign regulations and ordinances of any applicable governmental authority having jurisdiction over the Property and any signs located thereon and which is for the purpose of advertising the name and location of any business located on said Tract (subject additionally to the provisions of Section 4 hereof). Each owner of a Tract shall use all reasonable efforts to ensure that any sign constructed on a Tract shall not prohibit the visibility of or otherwise prevent the viewing of any sign for any other Tract from the right of way of Canton – Ball Ground Highway. Notwithstanding any other provision hereof, flags, banners, twirling signs, A-type signs, sandwich-type signs, sidewalk or curb signs, balloons, air or gas filled figures, rotating, flashing, blinking, fluctuating, portable, animated, or otherwise distractive signs, outdoor advertising (except those signs necessary to the Declarant for the orderly marketing and the advertisement for sale of portions of the Property), or similar signs affixed to a roof top shall not be permitted on the Property or any Tract. Notwithstanding the above, any Tract may hold special promotions once per calendar quarter, not to exceed two consecutive weeks per quarter, in which the above excluded promotional marketing is allowed subject to any local ordinances.

(b) The Property and each Tract shall be used solely for commercial, restaurant, retail sales, office, fuel facility, convenience store uses, and other uses which are incidental to or otherwise associated with such uses. All uses shall comply with the rules, regulations and ordinances of all public authorities and bodies having jurisdiction over the Property, including, but not limited to, the zoning regulations of the City of Ball Ground, a Georgia municipal corporation, and the zoning classification for the Property, as amended, modified, and supplemented from time to time. If such permitted uses of this Declaration are inconsistent with said rules, regulations and ordinances, the standards contained herein shall be deemed cumulative and in addition to said rules, regulations and ordinances, and not in lieu of any such rules, regulations and ordinances.

(c) No noxious or offensive trades, services or activities shall be conducted on any Tract or any portion thereof that may be or become a public nuisance or annoyance to other owners of any Tract or portions thereof by reason of unsightliness or excessive emission of odors, fumes, smoke, vibrations, dirt, dust, glare, wastes, or noise. Declarant hereby declares that adult entertainment establishments, adult entertainment bookstores, adult entertainment internet sites, adult entertainment facilities, or any establishment or business which offers for sale or otherwise any

other products, services, or materials pertaining to or otherwise relating to adult entertainment, sex, or adult-oriented businesses shall not be operated or permitted upon the Property or any portion thereof.

(d) No Tract may be subdivided into any smaller parcels; provided, however, that the owner of a Tract may elect to allow (i) a condominium form of ownership for portions of a Tract as defined by O.C.G.A. § 44-3-70, *et. seq.*, or (ii) a form of ownership, if not a "condominium" as defined by O.C.G.A. § 44-3-70, *et. seq.*, whereby multiple owners of units within a single building or structure jointly have common ownership of the common areas of a Tract, including, without limitation, parking lots, drives, or landscaped areas. Notwithstanding any other provisions hereof, any Tract upon which the owner allows a form of ownership authorized herein shall still have only the vote(s) as defined in Paragraph 9(c) in the Association and the owner of the Tract shall make a provision for determining how the owners of said Tract shall exercise their vote(s) in the Association.

(e) No owner or occupant of a Tract shall use any Tract for access to any real property not contained within the Property.

(f) Plan Approval:

(i) No improvements shall be erected or placed on any Tract or portion thereof until a site rendering, plans and specifications showing such improvements, including, without limitation, means of vehicular and pedestrian ingress and egress, paving, curb and gutters, curb cuts, parking, loading, landscaping, grading, exterior building materials, exterior colors, size, lighting, loading facilities, side and front elevations, the locations of all underground utilities, and the locations of signage and size of such signage, have been submitted and approved in writing by Declarant, or if the Declarant has in writing transferred the right and obligation to review and approve said Plans (as hereinafter defined) to the Association, by the Association, with respect to (i) conformity and harmony of external design with existing or proposed structures on the Property, (ii) the location of improvements on the Tract or portion thereof, (iii) the effect of the anticipated use thereof upon adjacent structures, uses, and operations, (iv) the location of the improvements with respect to the topography, grade and finished ground elevations, and (v) the general purpose and effect of the standards provided in this Declaration, provided, however, that Declarant shall not be liable for damages by reason of mistaken judgment or negligence of itself, its agents or employees arising out of or in connection with the approval or disapproval of any such site rendering, plans and specifications required under this Section.

(ii) The aforesaid site renderings, plans and specifications required in Section 7(f)(i) hereof (the "Plans") shall be submitted to Declarant or the

Association, as the case may be, by the owner of any Tract or portion thereof upon which any construction of improvements is contemplated prior to commencement of construction in connection therewith. The submission of said Plans shall be accompanied by a written request for the approval thereof pursuant to the terms and conditions of this Declaration. Declarant shall not unreasonably withhold approval of any such Plans submitted pursuant to the provisions hereof and the failure of Declarant to disapprove any such Plans within thirty (30) days after receipt by Declarant of said Plans shall be deemed to be approval of such Plans as submitted, with the exception of any parts, portions, or components of said Plans which explicitly constitute a violation of this Declaration. All construction work shall, upon approval by Declarant of the Plans therefore, be commenced with due diligence and dispatch. Upon completion of the approved improvements, the site shall be fully landscaped as provided herein.

(iii) All approved improvements upon any Tract shall be constructed in conformity with the building and construction codes of any applicable governmental authority having jurisdiction thereof in existence at the time of the construction of said approved improvements. All Plans required to be submitted to Declarant for such improvements shall be prepared by a registered architect or engineer.

(iv) The terms and conditions of this Section 7(f), and all approval rights contained herein, shall remain in full force and effect notwithstanding the loss, damage or destruction, by whatever cause, of all or any portion of the improvements constructed in accordance with this Section 7(f). It is the intent of this Section 7(f) that any reconstruction, renovation, refurbishing or rebuilding of any such damaged or destroyed improvements shall be performed and completed in accordance with the terms and conditions of this Declaration, including, without limitation, the terms and conditions of this Section 7(f).

(v) The provisions of this Section 7(f) are meant to encompass and include not only those improvements which are initially constructed on the site, but any improvements, alterations, renovations, extensions, or additions to existing improvements.

(g) The owner of each Tract upon which are constructed improvements shall provide sufficient and adequate parking spaces and loading facilities to serve the needs of the improvements located on said Tract. Driveways, parking areas, and interior roadways shall be paved with concrete or asphalt with curb and gutter as approved by Declarant or the Association, as the case may be.

(h) Every Tract shall be landscaped in accordance with plans and specifications submitted to and approved by Declarant or the Association, as the case may be, as

per Plans submitted as required in Section 7(f). All disturbed or graded ground areas of a Tract shall be grassed or covered with plants or landscaping materials. Landscaping shall be completed no more than sixty (60) days from occupancy or completion of the building, whichever shall first occur ("completion" of a building, as used herein, being defined as the date upon which the Certificate of Occupancy is issued for such building). Undeveloped areas of any Tract and the Property shall be maintained. In the event that any plants or landscaping materials shall die or shall otherwise pose a nuisance to any other Tract, said dead plants or landscaping materials or nuisance objects shall be removed by the owner of said Tract and shall be replaced with suitable substitutes in accordance with plans submitted to the Declarant or the Association, as the case may be.

(i) Every owner of a Tract shall maintain all buildings, improvements, fences, drives, parking lots, and other structures and improvements located thereon in good and sufficient repair, and said owner shall maintain such Tract in an aesthetically pleasing manner. All areas upon each Tract shall be free at all times from debris, papers, excessive leaves, branches, and trash of any and all kinds. Any structure, driveway or parking lot, and any portion of the Tract which is damaged by the elements, vandals, or fire, or by any other cause, either (i) shall be repaired by the owner of such Tract as promptly as the extent of the damage will permit, or (ii) shall be removed by the owner of such Tract so as to maintain an aesthetically pleasing appearance. Any building or structure located upon any Tract, or portion thereof, which shall become vacant for any reason shall be locked and completely secured in order to prevent the entrance therein by unauthorized persons.

(j) Except for construction materials used during the period in which improvements are in the process of being constructed upon any Tract, no materials, supplies, inventory, or equipment shall be stored on a Tract. Garbage and refuse containers shall be concealed by means of a screen, wall or fence of material similar to and compatible with that of the adjoining building as approved by Declarant or the Association, as the case may be, and shall be maintained by the owner of said Tract whereon said garbage and refuse container is located. All garbage and refuse shall be removed by the owner of a Tract creating said garbage and refuse in a timely and regular manner so as not to create a nuisance to any other Tract.

(k) Not later than sixty (60) days after approval of the Plans by Declarant or the Association, as the case may be, the owner of a Tract shall commence construction of the proposed improvements on said owner's Tract and shall continue said construction in a timely, orderly, and fashion pursuant to the Plans approved by Declarant or the Association, as the case may be. The improvements to any Tract shall be completed not later than one hundred eighty (180) days, or as extended by the Association, from the commencement of construction thereof (for purposes hereof, completion of construction shall be deemed to be the date upon which the Certificate of Occupancy is issued for such building).

(l) The covenants, conditions, and restrictions contained in Section 7 of this Declaration shall run with the title to and bind the Property and each Tract, and shall inure to the benefit of and be enforceable by Declarant, the Association, or the owner of any Tract, or the respective legal representatives, heirs, successors and assigns thereof, in perpetuity from the date of recordation of this Declaration in the Office of the Clerk of Superior Court of Cherokee County, Georgia. In the event that any law, statute, ordinance, or rule in effect at the time this Declaration is recorded in the Office of the Clerk of Superior Court of Cherokee County, Georgia, or which may be enacted at time thereafter, would have the effect of limiting the time period during which the covenants, conditions, and restrictions contained in Section 7 of this Declaration are enforceable, said period shall be deemed to be the maximum period of time during which the covenants, conditions, and restrictions contained in Section 7 of this Declaration are enforceable.

8. ***INTENTIONALLY OMITTED.***

9. **Howell Bridge Crossing Property Owners Association.** Declarant hereby declares that a non-profit corporation named *Howell Bridge Crossing Property Owners Association, Inc., a Georgia non-profit corporation* (the "Association"), has been formed with the Secretary of State of Georgia for the purposes set forth herein.

(a) Subject to Section 9(b), every person (which, for purposes hereof, shall be deemed to include natural persons, corporations, partnerships, limited liability companies, joint ventures, and any other entity which owns a Tract) who is the record owner, whether one or more, of the fee interest in any Tract shall have a membership in the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of such Tract, and such ownership of a Tract which is subject to this Declaration shall be the sole qualification for such membership. In the event that fee title to such a Tract is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee, notwithstanding the failure of the transferor to endorse to the transferee any certificate or other evidence of membership. The foregoing is not intended to include persons who have an interest in a Tract or portion thereof merely as security for the performance of an obligation and the giving of a security interest shall not terminate the owner of the Tract's membership in the Association.

(b) Each Tract shall have vote(s) as defined in Paragraph 9(c) in the Association as an appurtenance thereto. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's designated agent, which agent shall be designated in writing prior any such vote taken by the agent.

(c) The Association shall have one class of membership, which is more fully described as follows: Members shall be all owners of the Tracts and shall be entitled on all

issues to the following vote(s) - Tract A, Tract B and Tract C shall each have two (2) votes and Tract D shall have one (1) vote for each Tract in which they hold the interest required for membership by Section 9(a) thereof. When more than one (1) person holds such interest in any Tract because of multiple owners of a Tract, the vote for such Tract shall be exercised as those owners themselves determine and if one (1) of such multiple owners exercises the vote without opposition by any other of such multiple owners at the same time such vote is exercised, the vote shall be as so exercised. In the event more than one of such multiple owners seek to exercise the vote or if any one of such multiple owners dispute any others' rights to so vote, the vote attributable to said Tract shall be suspended.

(d) The following shall be the powers, duties, rights, and obligations of the Association:

(i) Maintenance of Access Easements, Drainage Facilities, and Utility Easements: The Association, (requires 70% of Tract Owners vote to pass this provision), subject to the rights, easements, and privileges set forth in this Declaration, shall be responsible for the normal and customary maintenance and repair of the Access Easements, Drainage Facilities, Utility Easements, all installed landscaping within the Property (including, without limitation, all irrigation systems within the Property), and site lighting and shall keep such Access Easements, Drainage Facilities, Utility Easements, landscaping, and site lighting in good, clean, attractive, and sanitary condition, order and repair, pursuant to the terms and conditions hereof, subject to the obligations of the owners of each Tract as contained herein with respect to maintenance and repair of the Access Easements, Drainage Facilities, Utility Easements, landscaping, and site lighting. The Association shall maintain, operate, and preserve the Access Easements, Drainage Facilities, Utility Easements, landscaping, and site lighting for the good and benefit of the owners of the Tracts.

(ii) Services. The Association, (requires 70% of Tract Owners vote to pass this provision), may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, and any other personnel as the Association's Board shall determine to be necessary or desirable for the proper operation of the Association. The Association may obtain and pay for legal, accounting, and any other professional services necessary or desirable in connection with the operation of the Association or the Property. The Association may contract with and pay for the services of any person or entity to assist the Association with its obligations as contained in Section 9(d)(i) hereof. The Association may arrange to furnish trash collection, security, landscaping, and other common services for the benefit of the Tracts if the owners of each Tract agree in a writing amending the pertinent provisions hereof. All costs and expenses related to the foregoing shall be a Common Expense payable by the Association.

(iii) Personal Property for Common Use: The Association, (requires 70% of Tract Owners vote to pass this provision), may acquire, hold, and dispose of tangible and intangible personal property for the purpose of allowing the Association to properly perform its duties, responsibilities, and obligations hereunder. All funds received as a result of properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, shall be held by and for the benefit of the Association.

(iv) Power to Contract: The Association, (requires 70% of Tract Owners vote to pass this provision), may contract with others for the provision of services and to provide services as authorized herein or in furtherance of any act authorized herein. In addition, the Association may contract with governmental divisions, agencies, or departments for the provision of services or to provide services. Any contracts for services must be at an arms length or otherwise not allowed without 100% consent of all Tract Owners.

(e) The Association, through its Board, may establish reasonable rules and regulations concerning the use of the Access Easements, Drainage Facilities, and Utility Easements. Such rules and regulations shall not diminish, alter, or affect the rights of use, easements, permits, privileges, or licenses provided to the Declarant and its invitees, guests, successors, and assigns. Copies of such rules and regulations and amendments thereto shall be provided to the owners of the Tracts prior to such rules and regulations' effective date. Such rules and regulations shall be binding upon the owners and occupants of each Tract, or portion thereof, as well as their guests, invitees, tenants, and agents. The Board shall have the right to establish reasonable monetary fines and other sanctions for the violations of such rules and regulations, which may be collected by lien and foreclosure, as provided for in this Declaration. Furthermore, the Board shall have the right to proceed judicially to enjoin and abate such a violation of such rules and regulations.

(f) The Association shall have all of the right and power to enforce each and every covenant, condition, restriction, provision, and easement herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges deemed necessary or desirable to so act.

(g) The Association shall have the right and power, as more particularly set forth in this Declaration, to fix, levy, collect, and enforce by any lawful means, all charges and assessments payable pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the Association.

(h) The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-Laws, or its Articles, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

(i) To the extent not otherwise required or permitted by the provisions of the Official Code of Georgia Annotated relating to non-profit corporations, this Declaration, the By-Laws, or the Articles, the powers granted to the Association by this Declaration or the Articles or the By-Laws shall be exercised by the Board of Directors of the Association, acting through the officers of the Association, without any further consent or action on the part of the members of the Association.

(j) The Association shall be deemed to have all such easements which are deemed necessary or advisable in connection with performing the duties and obligations of the Association, including, without limitation, those duties and obligations of the Association as contained in Section 9(d)(i) hereof.

10. **Assessments.**

(a) There is hereby created General Assessments for Common Expenses (which shall be defined as expenses in any way relating or arising from obligations of the Association or reasonably expected to arise from obligations of the Association and shall include, but not be limited to, sums which are necessary to fund all expenses relating to the Association's responsibilities as contained in Section 9(d)(i) hereof) as may from time to time be authorized by the Board. General Assessments shall be levied against each Tract and shall be used to pay expenses determined by the Association's Board to be for the benefit of the Association, its members, and the Property as a whole. The General Assessment levied against each Tract shall be calculated proportionate to the land square footage of each Tract within the Property.

(b) There is hereby created Special Assessments for expenses determined by the Board to be necessary for capital improvements to the Access Easements, Detention Facilities, or the Utility Easements or for other projects, purchases, or matters which the Board deems necessary. The Special Assessment provided for herein shall be in addition to and distinct from the General Assessment, although the Board may budget and collect for any Special Assessment at the same time as the General Assessment. The Board may create and bill for any Special Assessment during any calendar year and it shall not be an objection to said Special Assessment that such Special Assessment was not provided for in the budget for the year in which such Special Assessment is being charged. The Special Assessment levied against each Tract shall be calculated proportionate to the land square footage of each Tract within the Property.

(c) Each owner of a Tract, by acceptance of a deed therefore, whether or not it shall be so expressed in such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof, (i) all General Assessments, (ii) Special Assessments established and collected as provided herein, and (iii) individual or specific assessments against any Tract or owner or occupant thereof for maintenance or repair to the Access Easements, Drainage Facilities, or Utility Easements which are occasioned by the willful negligence or misconduct of such owner or its successors, assigns, contractors, representatives, tenants, or occupants thereof, including, but not limited to, reasonable fines not to exceed the sum of Five Hundred and No/100ths Dollars ($500.00) per fine imposed in accordance herewith. All such assessments and fines, together with late charges up to an amount equal to five percent (5.00%) of the assessment after ten (10) days from the Due Date (as hereinafter defined) of such assessment, and interest on such assessment and late charges from the Due Date of such assessment at the rate of twelve percent (12.00%) per annum, costs of collection of such assessments, late fees, and interest, and reasonable attorneys' fees actually incurred for collection of such amounts, shall be a charge on such Tract and shall be a continuing lien upon the Tract regardless of the conveyance thereof. Said continuing lien may be foreclosed upon as provided for in O.C.G.A. § 44-3-232.

(d) The Board shall establish the amount of the annual assessments covering the General Assessment and any known Special Assessments or other specific or additional assessments, as appropriate, for each calendar year; and, further, the Board shall determine the date(s) during the calendar year when the assessments are due and payable (the "Due Date"). The Board shall establish a budget for each calendar year and shall mail a copy of said budget and the amount of the proposed annual assessment at least thirty (30) days prior to the date upon which said budget shall become effective. The Board shall also establish payment procedures for any Special Assessments. In the event a budget is not adopted for any calendar year, the preceding calendar year's budget shall continue for the current calendar year.

(e) Notwithstanding any other provision herein to the contrary, any and all assessments provided for in or otherwise assessed pursuant to this Declaration shall commence against a respective Tract from the date of conveyance from the Declarant to another person or entity other than Declarant.

11. **Enforcement.** Enforcement of the covenants, conditions, restrictions, and easements contained herein and of any other provisions hereof shall be effective, at the election of the party seeking enforcement thereof, by (i) proceedings at law against such person or persons violating or attempting to violate the provisions of this Declaration, (ii) injunction or restraining order in equity to enforce compliance herewith, (iii) suit for damages, and/or (iv) any appropriate proceeding at law or equity against any Tract or the owner or occupant thereof to enforce any lien, charge, or obligation arising by virtue of this Declaration. The Declarant (for so long as Declarant is the owner of any Tract within the

Property), the Association, and the owner of each Tract shall have the right to enforce each and every provision of this Declaration. Failure of Declarant, the Association, or of any owner of any Tract to enforce said covenants, conditions, restrictions, easements or other provisions when, in its reasonable opinion, such waiver or variance will not be detrimental to the Property, shall in no event be deemed a waiver of its rights to enforce said covenants, conditions, restrictions, easements or other provisions thereafter. All remedies provided in the Declaration or at law or equity shall be cumulative and not exclusive.

12. **Grants and Easements.** Declarant hereby declares that this Declaration and all of the rights, easements, privileges, restrictions, covenants, or obligations granted or created hereby shall be and constitute covenants running with the fee simple estate of the Property and each Tract. The grant of easements, rights, privileges, restrictions, covenants, in this Declaration are independent of any contractual agreements regarding the Property or any Tract and a breach of any such contractual agreements shall not cause or result in a forfeiture or reversion of the easements, rights, privileges, covenants, and restrictions granted in this Declaration.

13. **Recording and Filing.** A fully executed original counterpart of this Agreement shall be recorded in the Office of the Clerk of the Superior Court of Cherokee County, Georgia.

14. **Notices.** Each notice concerning the subject matter of this Declaration shall be in writing and shall be deemed to have been properly given or served by the deposit of such with the United States Postal Service, or any official successor thereto, designated as registered or certified mail, return receipt requested, bearing adequate postage and addressed as hereinafter provided. Each notice shall be effective upon being deposited as aforesaid and shall have been deemed to have been received three (3) business days from and after such deposit. Each notice may also be served by personal service addressed as hereinafter provided and shall be deemed to have been received immediately upon such service. Each notice shall be delivered to the address for such owner of a Tract, the Association, or the Declarant as maintained in the records of the Association.

15. **Waiver.** No consent or waiver, express or implied, to or of any breach or default in the performance of the obligations under this Declaration shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations under this Declaration. Failure to complain of any act or failure to act or to declare a default, irrespective of how long such failure continues, shall not constitute a waiver of the any rights under this Declaration.

16. **Severability.** If any provision of this Declaration or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent, the remainder of this Declaration and the application thereof to any entity or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

17. **Entire Agreement; Amendment.** Neither the Declarant, the Association, nor any other

person or entity shall be bound by any conditions, statements, or representations, either oral or written, not contained herein. Neither this Declaration nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each owner of the Tracts and the Association; provided, however, that until Declarant shall no longer own any Tract within the Property, Declarant shall have the right to unilaterally amend the provisions of this Declaration unless such amendment would have the effect of imposing additional restrictions, limitations, easements, conditions, or covenants upon any Tract not owned by Declarant, in which event the written consent of each owner of a Tract not owned by Declarant shall be required.

18. **Terminology.** All personal pronouns used in this Declaration, whether used in the masculine, feminine, or neuter gender, shall include all other genders, the singular shall include the plural, and the plural shall include the singular. Titles of Sections hereof are for convenience only and shall not be deemed to limit or amplify the provisions hereof.

19. **Recitals.** The recitals contained in this Declaration are hereby incorporated herein by reference as if more fully set forth as numbered Sections of this Declaration.

20. **Counterparts.** This Declaration may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall compromise but a single instrument.

21. **Binding Agreement.** The provisions of this Declaration shall apply to, inure to the benefit of, and bind the Property, each Tract, and the owners of each Tract, and their respective successors, assigns, personal representatives, heirs, and transferees.

22. **Interpretation.** No provision of this Declaration shall be construed against or interpreted to the disadvantage of any person or entity by any court or other governmental or judicial authority by reason of such person or entity having or being deemed to have structured or dictated such provision.

23. **Indemnification.** Each owner of a Tract having rights with respect to an easement granted hereunder shall indemnify and hold the owner whose Tract is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such owner, its contractors, employees, agents, or others acting on behalf of such owner or such owner's customers and invitees.

24. **Governing Law.** This Declaration and the rights, privileges, obligations, restrictions, covenants, and easements contained herein shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Declarant has executed this Declaration under seal as of the day and year first above written.

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

Christina J. Adams
Notary Public
Cherokee County, Georgia
My Commission Expires
May 18th 2009

Declarant:
HOWELL BRIDGE CROSSING, LLC, a Georgia limited liability company

By: AS MANAGER (SEAL)
Printed Name: ROBERT E. CUTTING
Title: MANAGER

COPY

Exhibit A

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lot 138 of the 3rd District, 2nd Section of Cherokee County, Georgia, containing 3.57 acres and being more particularly described on that certain plat of survey recorded at Plat Book 90, page 10, Cherokee County Records, which survey and record thereof are incorporated herein by reference for a more complete description of the Property.

COPY

Exhibit B-1

Legal Description of Tract A

All that tract or parcel of land lying and being in Land Lot 138 of the 3rd District, 2nd Section of Cherokee County, Georgia, and being 0.7063 acres as depicted on a survey prepared for Howell Bridge Crossing, LLC, dated June 29, 2006, by D & S Land Surveying, Inc., bearing the seal and certification of David W. Shirley, Georgia Registered Land Surveyor No. 2670, which survey is incorporated herein by reference for a more complete description of Tract A, and being more particularly described as follows:

BEGINNING at an Iron Pin Set on the Southeasterly right of way line of Canton – Ball Ground Highway (formerly Ga. Highway No. 5)(variable right of way), said Iron Pin Set being located North 27 degrees 48 minutes 54 seconds East a distance of 241.66 feet from an Iron Pin Set located at the northernmost point of the mitered intersection of the Southeasterly right of way line of Canton – Ball Ground Highway and the Northeasterly right of way line of Howell Bridge Road (Extension)(100-foot right of way); thence proceed along the Southeasterly right of way line of Canton – Ball Ground Highway North 27 degrees 48 minutes 54 seconds East a distance of 163.43 feet to an Iron Pin Set; thence proceed South 64 degrees 04 minutes 17 seconds East a distance of 185.33 feet to an Iron Pin Set; thence proceed South 25 degrees 56 minutes 21 seconds West a distance of 163.93 feet to an Iron Pin Set; thence proceed North 63 degrees 53 minutes 37 seconds West a distance of 190.68 feet to an Iron Pin Set on the Southeasterly right of way line of Canton – Ball Ground Highway and the POINT OF BEGINNING.

COPY

Exhibit B-2

Legal Description of Tract B

All that tract or parcel of land lying and being in Land Lot 138 of the 3rd District, 2nd Section of Cherokee County, Georgia, and being 1.2123 acres as depicted on a survey prepared for Howell Bridge Crossing, LLC, dated June 29, 2006, by D & S Land Surveying, Inc., bearing the seal and certification of David W. Shirley, Georgia Registered Land Surveyor No. 2670, which survey is incorporated herein by reference for a more complete description of Tract B, and being more particularly described as follows:

To locate the true POINT OF BEGINNING, commence at an Iron Pin Set at the southernmost point of the mitered intersection of the Southeasterly right of way line of Canton – Ball Ground Highway (formerly Ga. Highway No. 5)(variable right of way) and the Northeasterly right of way line of Howell Bridge Road (Extension)(100-foot right of way); thence proceed along the Northeasterly right of way line of Howell Bridge Road (Extension) the following courses and distances: South 72 degrees 44 minutes 24 seconds East a distance of 82.73 feet to an Iron Pin Set; South 72 degrees 44 minutes 24 seconds East a distance of 69.21 feet to a point; along the arc of a 150.00-foot radius curve to the left, an arc distance of 33.15 feet to a point (said arc being subtended by a chord bearing South 79 degrees 04 minutes 14 seconds East, a chord distance of 33.08 feet); and, South 85 degrees 24 minutes 03 seconds East a distance of 144.93 feet to an Iron Pin Set and the true POINT OF BEGINNING; with the true POINT OF BEGINNING thus established, proceed North 10 degrees 07 minutes 29 seconds East a distance of 33.62 feet to a point; thence proceed along the arc of a 170.50-foot radius curve to the right, an arc distance of 84.72 feet to a point (said arc being subtended by a chord bearing North 25 degrees 13 minutes 44 seconds East, a chord distance of 83.85 feet); thence proceed North 39 degrees 04 minutes 33 seconds East a distance of 48.26 feet to an Iron Pin Set; thence proceed North 64 degrees 04 minutes 17 seconds West a distance of 53.66 feet to an Iron Pin Set; thence proceed South 25 degrees 59 minutes 23 seconds West a distance of 21.19 feet to an Iron Pin Set; thence proceed North 64 degrees 00 minutes 37 seconds West a distance of 88.17 feet to an Iron Pin Set; thence proceed North 25 degrees 56 minutes 21 seconds East a distance of 198.62 feet to an Iron Pin Set; thence proceed South 64 degrees 04 minutes 17 seconds East a distance of 238.52 feet to a point on the centerline of a creek; thence proceed along the centerline of said creek, following the curvature and meanderings thereof, the following courses and distances: South 42 degrees 39 minutes 29 seconds West a distance of 30.53 feet to a point; South 33 degrees 30 minutes 54 seconds West a distance of 223.33 feet to a point; South 03 degrees 35 minutes 13 seconds West a distance of 42.36 feet to a point; and, South 32 degrees 40 minutes 11 seconds West a distance of 22.69 feet to an Iron Pin Set located at the intersection of the centerline of said creek and the Northeasterly right of way line for Howell Bridge Road (Extension); thence proceed along the Northeasterly right of way line for Howell Bridge Road (Extension) North 85 degrees 24 minutes 03 seconds West a distance of 78.02 feet to an Iron Pin Set and the true POINT OF BEGINNING.

Exhibit B-3

Legal Description of Tract C

All that tract or parcel of land lying and being in Land Lot 138, District 3, Section 2, of Cherokee County, Georgia, and being 1.3081 acres as depicted on a survey prepared for Howell Bridge Crossing, LLC, dated June 29, 2006, by D & S Land Surveying, Inc., bearing the seal and certification of David W. Shirley, Georgia Registered Land Surveyor No. 2670, and recorded at Plat Book 91, page 153, Cherokee County Records, which survey and record thereof are incorporated herein by reference for a more complete description of Tract C, and being more particularly described as follows:

To ascertain the true point of beginning commence at the ½ inch iron pin set at the intersection of the southeasterly right of way of Canton- Ballground Highway (formerly known as Ga. Highway No. 5), having a variable width right of way, and the Northeasterly mitered right of way of Howell Bridge Road, having a 100 foot right of way, thence along the mitered right of way of Howell Bridge Road south 22 degrees 27 minutes 39 seconds east a distance of 30.13 feet to a ½ inch iron pin set; thence along the right of way of Howell Bridge Road south 72 degrees 44 minutes 24 seconds east a distance of 82.73 feet to a ½ inch iron pin set at **the true point of beginning**; thence leaving said right of way north 10 degrees 05 minutes 46 seconds east a distance of 189.85 feet to a ½ inch iron pin set; thence north 38 degrees 09 minutes 14 seconds west a distance of 51.15 feet to a ½ inch iron pin set; thence north 27 degrees 48 minutes 54 seconds east a distance of 44.09 feet to a ½ inch iron pin set; thence south 63 degrees 53 minutes 37 seconds east a distance of 190.68 feet to a ½ inch iron pin set; thence south 25 degrees 56 minutes 21 seconds west a distance of 34.69 feet to a ½ inch iron pin set; thence south 64 degrees 00 minutes 37 seconds east a distance of 88.17 feet to a ½ inch iron pin set; thence north 25 degrees 59 minutes 23 seconds east a distance of 21.19 feet to a ½ inch iron pin set; thence south 64 degrees 04 minutes 17 seconds east a distance of 53.66 feet; thence south 39 degrees 04 minutes 33 seconds west a distance of 48.26 feet to a point; thence with a curve turning to the left with an arc length of 84.72 feet, with a radius of 170.50 feet, with a chord bearing of south 25 degrees 13 minutes 44 seconds west with a chord length of 83.85 feet, to a point; thence south 10 degrees 07 minutes 29 seconds west a distance of 33.62 feet to a ½ inch iron pin set on the right of way of Howell Bridge Road; thence along said right of way north 85 degrees 24 minutes 03 seconds west a distance of 144.93 feet to a point; thence continuing along said right of way with a curve turning to the right with an arc length of 33.15 feet, with a radius of 150.00 feet, with a chord bearing of north 79 degrees 04 minutes 14 seconds west with a chord length of 33.08 feet, to a point; thence continuing along north 72 degrees 44 minutes 24 seconds west a distance of 69.21 feet; the point of beginning, described property having an area of 1.3081 acres.

Exhibit B-4

Legal Description of Tract D

All that tract or parcel of land lying and being in Land Lot 138 of the 3rd District, 2nd Section of Cherokee County, Georgia, and being 0.3422 acres as depicted on a survey prepared for Howell Bridge Crossing, LLC, dated June 29, 2006, by D & S Land Surveying, Inc., bearing the seal and certification of David W. Shirley, Georgia Registered Land Surveyor No. 2670, which survey is incorporated herein by reference for a more complete description of Tract D, and being more particularly described as follows:

BEGINNING at an Iron Pin Set located at the northernmost point of the mitered intersection of the Southeasterly right of way line of Canton – Ball Ground Highway (formerly Ga. Highway No. 5)(variable right of way) and the Northeasterly right of way line of Howell Bridge Road (Extension)(100-foot right of way); thence proceed along the Southeasterly right of way line of Canton – Ball Ground Highway North 27 degrees 48 minutes 54 seconds East a distance of 197.58 feet to an Iron Pin Set; thence proceed South 38 degrees 09 minutes 14 seconds East a distance of 51.15 feet to an Iron Pin Set; thence proceed South 10 degrees 05 minutes 46 seconds West a distance of 189.85 feet to an Iron Pin Set located on the Northeasterly right of way line of Howell Bridge Road (Extension); thence proceed along the Northeasterly right of way line of Howell Bridge Road (Extension) North 72 degrees 44 minutes 24 seconds West a distance of 82.73 feet to an Iron Pin Set located at the southernmost point of the mitered intersection of the Southeasterly right of way line of Canton – Ball Ground Highway and the Northeasterly right of way line of Howell Bridge Road (Extension); thence proceed along the mitered intersection of the Southeasterly right of way line of Canton – Ball Ground Highway and the Northeasterly right of way line of Howell Bridge Road (Extension) North 22 degrees 27 minutes 39 seconds West a distance of 30.13 feet to an Iron Pin Set located at the northernmost point of the mitered intersection of the Southeasterly right of way line of Canton – Ball Ground Highway and the Northeasterly right of way line of Howell Bridge Road (Extension) and the POINT OF BEGINNING.

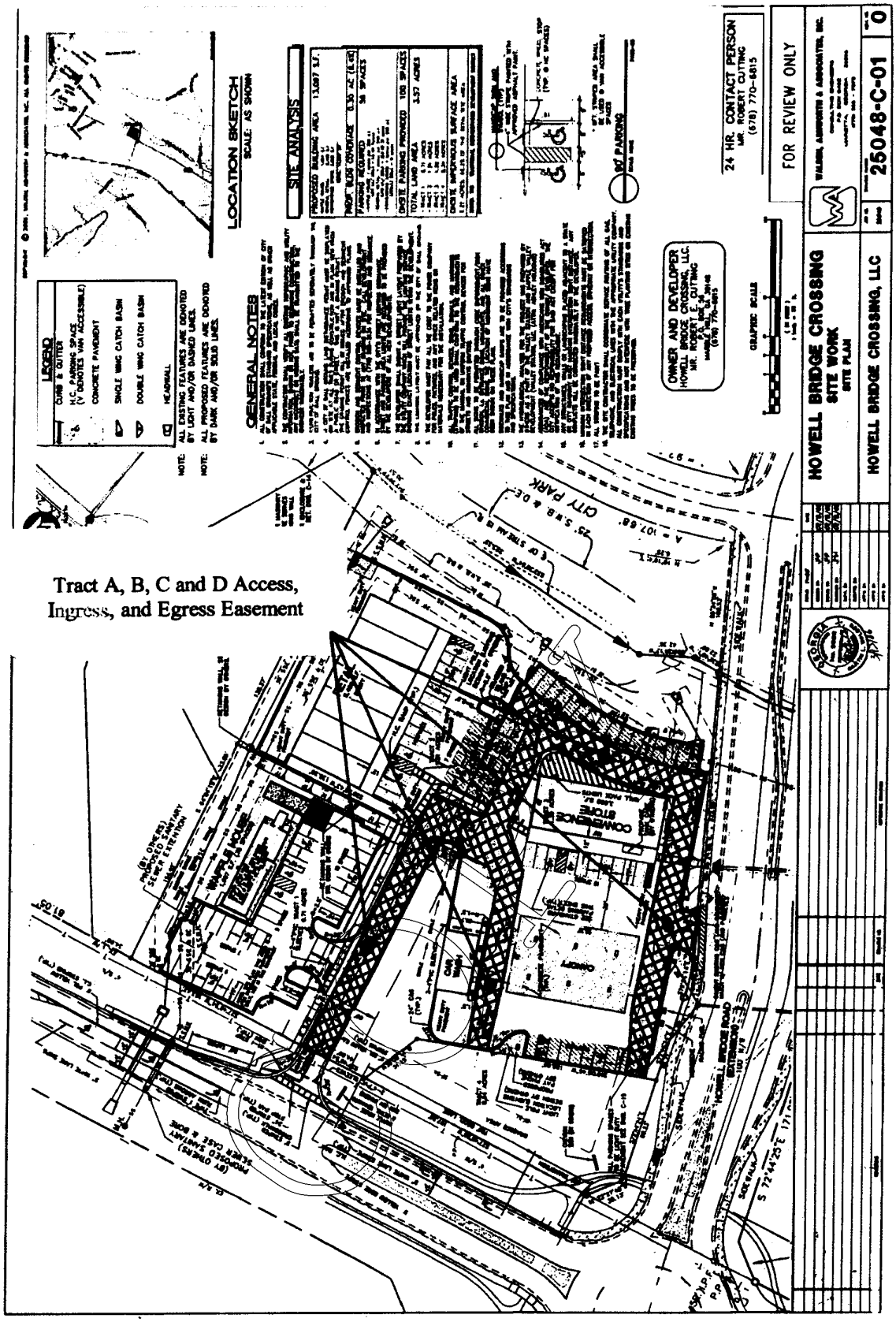
COPY

Exhibit C

Depiction of Tract A, B, C and D Access, Ingress, and Egress Easements

[Attached hereto.]

COPY



Tract A, B, C and D Access,
Ingress, and Egress Easement

Exhibit D

Depiction of Tract B/C Drainage Easement

[Attached hereto.]

COPY

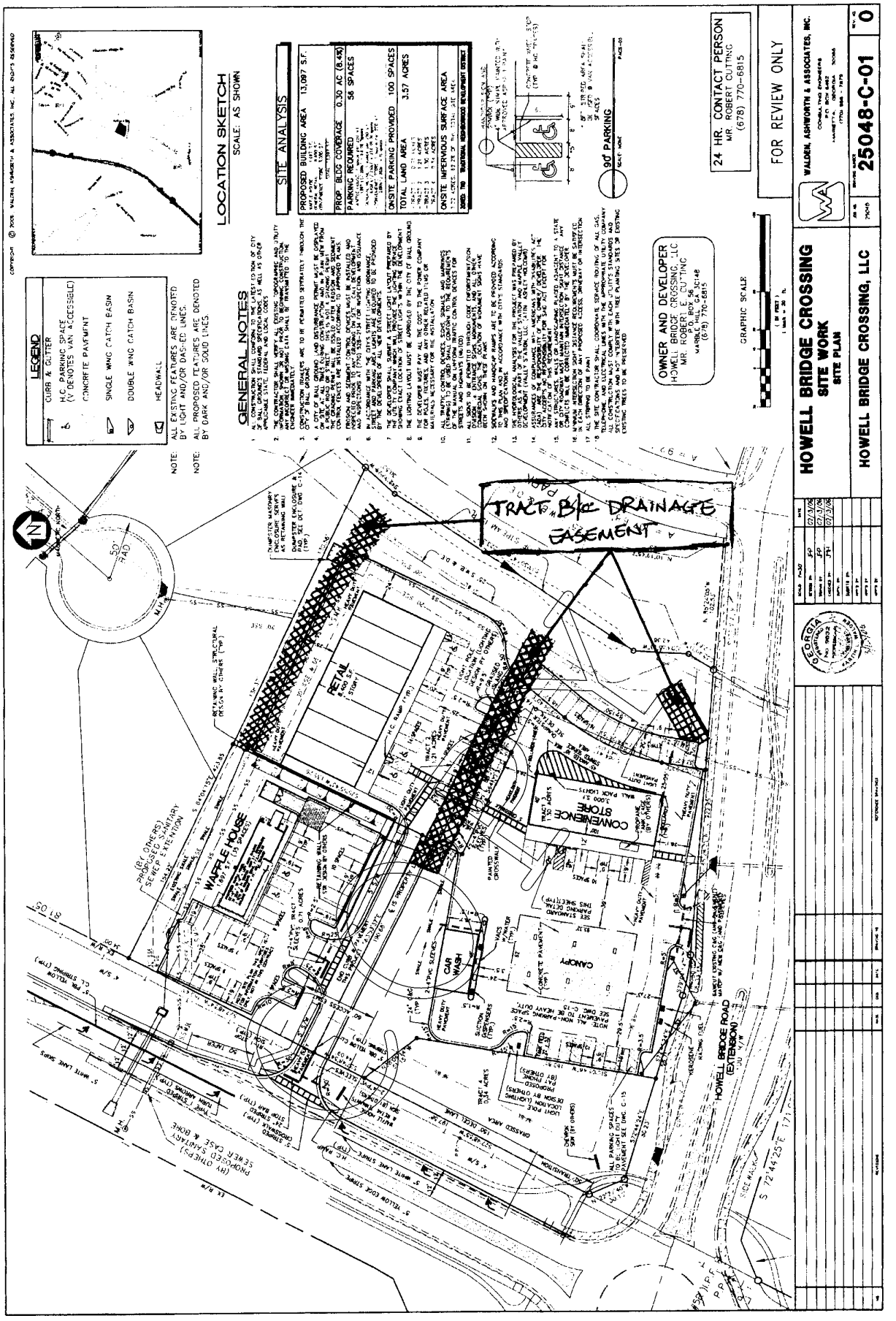

HOWELL BRIDGE CROSSING
SITE WORK
SITE PLAN
HOWELL BRIDGE CROSSING, LLC
WALDEN, ASHWORTH & ASSOCIATES, INC.
25048-C-01
0
FOR REVIEW ONLY
24 HR. CONTACT PERSON
MR. ROBERT CUTTING
(678) 770-6815
OWNER AND DEVELOPER
HOWELL BRIDGE CROSSING, LLC
MR. ROBERT E. CUTTING
LOCATION SKETCH
SCALE: AS SHOWN
GENERAL NOTES
SITE ANALYSIS
LEGEND
CURB & GUTTER
H.C. PARKING SPACE
CONCRETE PAVEMENT
SINGLE WING CATCH BASIN
DOUBLE WING CATCH BASIN
HEADWALL
GRAPHIC SCALE
TRACT "B" DRAINAGE EASEMENT
RETAIL
CONVENIENCE STORE
WAFFLE HOUSE
CANOPY
CAR WASH
HOWELL BRIDGE ROAD (EXTENSION)

Exhibit E

Depiction of Sewer Easements

[Attached hereto.]

COPY

Deed BK 9063 PG 213

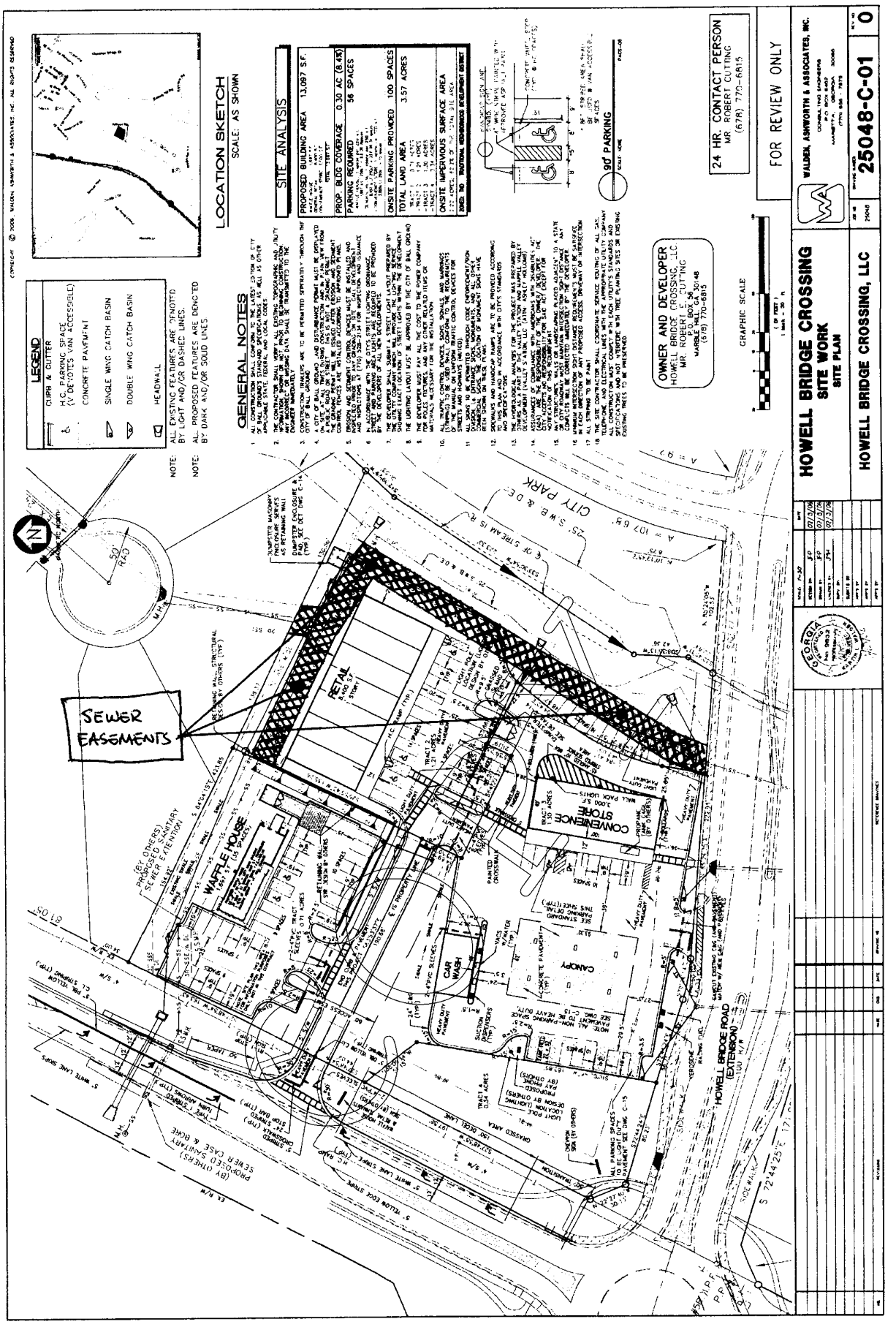
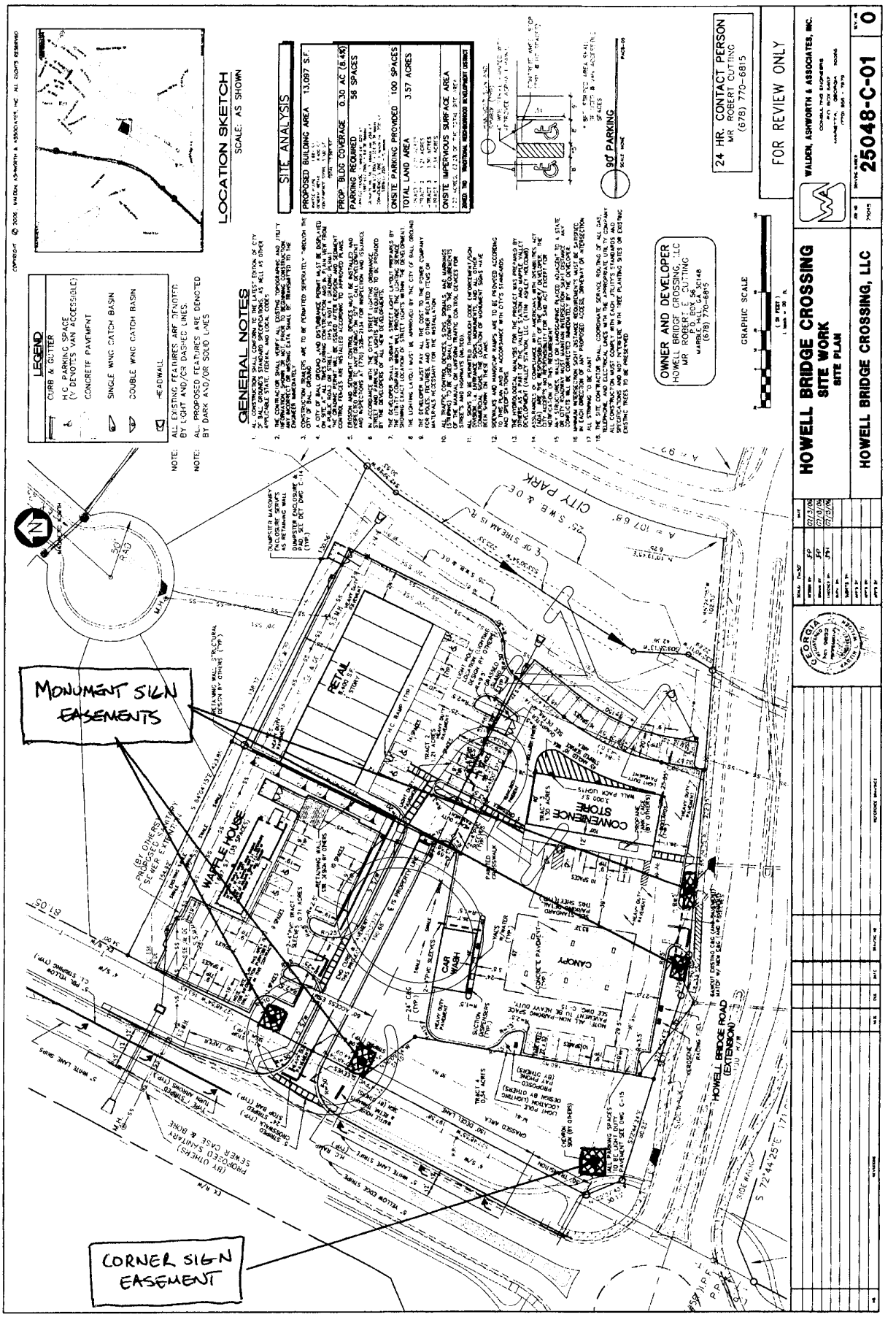


Exhibit F

Depiction of Sign Easements

[Attached hereto.]

COPY


MONUMENT SIGN EASEMENTS
CORNER SIGN EASEMENT
LOCATION SKETCH
SCALE: AS SHOWN
LEGEND
CURB & GUTTER
H.C. PARKING SPACE (* DENOTES VAN ACCESSIBLE)
CONCRETE PAVEMENT
SINGLE WING CATCH BASIN
DOUBLE WING CATCH BASIN
HEADWALL
NOTE: ALL EXISTING FEATURES ARE DENOTED BY LIGHT AND/OR DASHED LINES
NOTE: ALL PROPOSED FEATURES ARE DENOTED BY DARK AND/OR SOLID LINES
GENERAL NOTES
SITE ANALYSIS
PROPOSED BUILDING AREA 13,097 S.F.
PROP. BLDG COVERAGE 0.30 AC (8.4%)
PARKING REQUIRED 56 SPACES
ONSITE PARKING PROVIDED 100 SPACES
TOTAL LAND AREA 3.57 ACRES
ONSITE IMPERVIOUS SURFACE AREA
90° PARKING
OWNER AND DEVELOPER
HOWELL BRIDGE CROSSING, LLC
MR. ROBERT F. CUTTING
P.O. BOX 56
MARBLE HILL, GA 30148
(678) 770-6815
24 HR. CONTACT PERSON
MR ROBERT CUTTING
(678) 770-6815
GRAPHIC SCALE
FOR REVIEW ONLY
HOWELL BRIDGE CROSSING
SITE WORK
SITE PLAN
HOWELL BRIDGE CROSSING, LLC
WALDEN, ASHWORTH & ASSOCIATES, INC.
25048-C-01
0
RETAIL
CONVENIENCE STORE
WAFFLE HOUSE
CANOPY
CAR WASH
HOWELL BRIDGE ROAD (EXTENSION)
CITY PARK

AFTER RECORDING, RETURN TO:
Dreger, Coyle, Bergman & Pieschel, LLC
2520 Northwinds Parkway, Suite 375
Alpharetta, GA 30004
File #114814-SPW, Providence Mgmt

STATE OF GEORGIA
COUNTY OF FULTON

Deed Book 9541 Pg 452
Filed and Recorded 4/23/2007 12:49:00 PM
28-2007-020300

Transfer Tax $1450.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

LIMITED WARRANTY DEED

THIS INDENTURE made this 3rd day of **April, 2007**, by and between **The Vineyards of Maple Valley, LLC,** of the State of Georgia, County of Pickens, and **Humphrys Construction Co., Inc.,** of the State of Georgia, County of Cherokee of the first part, hereinafter referred to as "Grantor", and **Providence Management, Inc.**, of the State of Georgia, County of Bartow, of the second part hereinafter referred to as "Grantee", the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the Grantee, his heirs and assigns, all that tract and parcel of land lying and being in **Cherokee** County, Georgia, to-wit:

SEE **EXHIBIT "A"** ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH.

SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD said premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behalf of the Grantee forever, IN FEE SIMPLE, subject, however, to the exceptions set forth on Exhibit "B", attached hereto and incorporated herein by reference.

AND THE GRANTOR, will warrant and forever defend the right and title to the above described property unto the Grantee, against the claims of the Grantor and all others claiming by, through or under the Grantor, but no further or otherwise.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

Carol Mowell
(Unofficial Witness)

(Notary Public)

My Commission Expires: OCT 22 2010

KENNETH I. BERGMAN NOTARY PUBLIC FULTON CO., GEORGIA MY COMMISSION EXPIRES

The Vineyards of Maple Valley, LLC

_____(Seal)
By: James W. Franklin
Its: Manager

Humphrys Construction Co., Inc.

_____(Seal)
By: Steven D. Humphrys
Its: CEO

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 79, 80, 137 & 138, OF THE 3RD DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA, BEING KNOWN AS LOTS 20, 21, 22, 23, 24, 25, 25 & 27, THE VINE-YARDS OF MAPLE VALLEY, AS SHOWN ON THAT PLAT OF SURVEY PERPARED BY LANDMARK, JIM NORTON GRLS#2260, LAST REVISED JUNE 9, 2006, FOR THE VINEYARDS AT MAPLE VALLEY, LLC, SAID PLAT OF SURVEY IS RECORDED IN PLAT BOOK 91, PAGE 55, CHEROKEE COUNTY, GEORGIA RECORDS, WHICH PLAT OF SURVEY IS INCORPORATED HEREIN BY REFERENCE.

AND

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 79, 80, 137 & 138, OF THE 3RD DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA, AND BEING TRACTS 1, 2 AND 3, CONTAINING 7.75 ACRES, AS PER PLAT OF SURVEY RECORDED IN PLAT BOOK 91, PAGE 39, CHEROKEE COUNTY, RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERNECE THERETO.

COPY

EXHIBIT "B"

Permitted Exceptions

1. State, County and City real property ad valorem taxes for the year **2007**, which constitute a lien but are not yet due and payable, and such taxes for all subsequent years.

2. All matters shown on that certain plat recorded in Plat Book 91, page 39, **Cherokee** County, Georgia records and recorded in Plat Book 91, page 55, Cherokee County, Georgia records.

3. All easements and restrictions of record affecting subject property, recorded in aforesaid records.

4. Parties in possession under unrecorded leases as tenants only.

5. All general and special taxes and assessments for the year **2007** and subsequent years, liens not yet due and payable and any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustment, reappraisal, reassessment, appeal or other amendment to the tax records of the city or county in which the subject property is located.

6. Rights of upper and lower riparian owner's in and to the waters of any creek or stream which bounds or traverses the land, free from increase, decrease or pollution.

7. Easement from Carl W. Roberts to Atlanta Gas and Light Company, dated 08/05/68, recorded in Deed Book 97, page 123, aforesaid records.

8. Easement from Carl W. Roberts to Atlanta Gas and Light Company, dated 08/15/68, recorded in Deed Book 97, page 189, aforesaid records.

9. Easement from Carl W. Roberts to Atlanta Gas and Light Company, dated 10/15/68, recorded in Deed Book 98, page 283, aforesaid records.

10. Easement from F. James Funk, Jr. and Florrie G. Funk to Georgia Power Company, dated 05/06/03, recorded in Deed Book 6184, page 262, aforesaid records.

11. Easement from Valley Station, LLC to Georgia Power Company, dated 02/17/06, recorded in Deed Book 8645, page 251, aforesaid records.

12. Declaration of Condominium, dated June 12, 2006, recorded in Deed Book 8915, page 49-80, Cherokee County, Georgia records.

COPY

When recorded return to:
CRESCENT BANK - MARBLE HILL
CENTRAL LOANS
PO BOX 2020
JASPER, GA 30143

50

Deed Book **9541** Pg **460**
Filed and Recorded 04/23/2007 01:05 PM
28-2007-020302

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

After Recording Return To:
Dreger, Coyle, Bergman, & Pieschel, LLC
2520 Northwinds Parkway, Suite 375
Alpharetta, GA 30004
Phone: (678)-566-6900 Fax: (678)-566-6939
File # 114814-SPW

State of Georgia — Space Above This Line For Recording Data

DEED TO SECURE DEBT
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed to Secure Debt (Security Instrument) is APRIL 03, 2007 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: PROVIDENCE MANAGEMENT INC
32 W MAIN ST
CARTERSVILLE GA 30120

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

GRANTEE: CRESCENT BANK - MARBLE HILL
("Lender") ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF GEORGIA
PO BOX 2020
JASPER, GA 30143

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, transfers, conveys and sells to Lender, with power of sale, the following described property:
*SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

The property is located in CHEROKEE (County) at
THE VINEYARDS OF MAPLE VALLEY (Address), BALL GROUND (City), Georgia 30107 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed $ Unlimited Amount . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

Note Dated APRIL 03, 2007 In The Amount Of $1,305,000.00
Accruing At a Rate of 8.25 % With a Maturity Date Of OCTOBER 03, 2007
Said Loan In The Name(s) Of PROVIDENCE MANAGEMENT INC

COPY

B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission. Release of any part of the Secured Debt or of any part of the Property will not affect the borrower's personal liability under any instrument secured by this Security Instrument or this Security Instrument's priority.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, transfer, convey, and sell the Property to Lender, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, deed to secure debt, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
   A. To make all payments when due and to perform or comply with all covenants.

   B. To promptly deliver to Lender any notices that Grantor receives from the holder.

   C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

    Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, bargains, transfers, conveys and sells to Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

    Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument. Grantor agrees that this assignment is effective as to third parties on the recording of this Security Instrument. Upon default, Lender may enforce this assignment by notice and demand to Grantor's tenants that all future Rents be paid directly to Lender, by commencement of an action or proceeding for appointment of a receiver or for sequestration of rents, or as the law otherwise provides. Upon default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

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W.L.W.

14. DEFAULT. Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

15. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Lender may, in addition to any other permitted remedy, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Lender designates. Lender shall give notice of sale including the time, terms and place of sale and a description of the property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the property and to the extent not prohibited by law, Lender shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser. Lender shall apply the proceeds of the sale in the following order; (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

If the Property is sold pursuant to this section, Grantor, or any person holding possession of the Property through Grantor, shall immediately surrender possession of the Property to the purchaser at the sale. If possession is not surrendered, Grantor or such person shall be a tenant holding over and may be dispossessed in accordance with applicable law.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. Where the Secured Debt is collected by or through an attorney after maturity, Grantor agrees to pay 15 percent of the principal and interest owing as attorneys' fees. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.

B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.

D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. CONDEMNATION. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, deed to secure debt, security agreement or other lien document.

19. INSURANCE. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give

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W.P.W

to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. ESCROW FOR TAXES AND INSURANCE. Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to convey Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

24. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.

25. WAIVERS. Except to the extent prohibited by law, Grantor waives all homestead and other exemption rights provided for by the constitution and laws of Georgia relating to the Property.

26. OTHER TERMS. If checked, the following are applicable to this Security Instrument:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
  - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other .....
- ☐ **Additional Terms.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1. IN WITNESS WHEREOF, Grantor has signed and sealed this Security Instrument.

..... (Seal)
(Signature) (Date)
WILLIAM NEWTON

..... (Seal)
(Signature) (Date)
KEVIN LYNCH

Signed, sealed and delivered in the presence of:

.....
(Unofficial Witness)

.....
(Notary Public, ... County, Georgia)

KENNETH I. BERGMAN NOTARY PUBLIC FULTON CO., GEORGIA MY COMMISSION EXPIRES OCT 22 2010

Signed, sealed and delivered in the presence of:

.....
(Unofficial Witness)

.....
(Notary Public, ... County, Georgia)

KENNETH I. BERGMAN NOTARY PUBLIC FULTON CO., GEORGIA MY COMMISSION EXPIRES OCT 22 2010

©1994 Bankers Systems, Inc., St. Cloud, MN Form RE-DSD-GA 1/16/98

EXHIBIT 'A'

This Exhibit is attached to and made a part of that Commercial S/A dated APRIL 03, 2007 , and further describes the collateral:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 79, 80, 137, 138, OF THE 3RD DISTRICT 2ND SECTION, OF CHEROKEE COUNTY, GEORGIA, BEING KNOWN AS LOTS 20,21,22,23,24,25,26,& 27, THE VINEYARDS OF MAPLE VALLEY, AS SHOWN ON THAT PLAT OF SURVEY PREPARED BY LANDMARK, JIM NORTON GRLS # 2260, LAST REVISED JUNE 9, 2006, FOR THE VINEYARDS AT MAPLE VALLEY, LLC, SAID PLAT OF SURVEY IS RECORDED IN PLAT BOOK 91, PAGE 55, CHEROKEE COUNTY GEORGIA RECORDS WHICH PLAT OF SURVEY IS INCORPORATED HEREIN BY REFERENCE. -and
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 79, 80,137,138, OF THE 3RD DISTRICT, 2ND SECTION OF CHEROKEE COUNTY, GEORGIA, AND BEING TRACTS 1,2, AND 3, CONTAINING 7.75 ACRES, AS PER PLAT OF SURVEY RECORDED IN PLAT BOOK 91, PAGE 39, CHEROKEE COUNTY,RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE THERETO.

COPY

Initial Initial

Deed Book 9782 Pg 103
Filed and Recorded 08/15/2007 09:52 AM
28-2007-040569

Transfer Tax $1050.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Return Recorded Document to:
COX BYINGTON, P.C.
ATTN: KELLEY TURNER
104 STONEWALL STREET
CARTERSVILLE, GA 30120
File #070602

STATE OF GEORGIA

COUNTY OF CHEROKEE

WARRANTY DEED

This Indenture made this **10th** day of **August, 2007** between **HOWELL BRIDGE CROSSING, LLC**, of the County of CHEROKEE, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **BALL GROUND INVESTMENTS, LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

TRACT I:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 3RD DISTRICT AND 2ND SECTION OF CHEROKEE COUNTY GEORGIA, AND BEING THAT CERTAIN TRACT AS SHOWN ON SURVEY PREPARED FOR HOWELL BRIDGE CROSSING, LLC, BY D&S LAND SURVEYING, INC., PLAT RECORDED IN PLAT BOOK 90 PAGE 10, CLERK'S OFFICE, SUPERIOR COURT OF CHEROKEE COUNTY GEORGIA, TO WHICH PLAT REFERENCE IS HEREBY MADE AND INCORPORATED HEREIN.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED TRACTIS THAT CERTAIN 1.3081 ACRES AS SHOWN ON SURVEY PREPARED FOR HOWELL BRIDGE CROSSING, LLC BY DAVID W. SHIRLEY, G.R.L.S. PLAT RECORDED IN PLAT BOOK 91 PAGE 153, CLERK'S OFFICE, SUPERIOR COURT OF CHEROKEE COUNTY GEORGIA, TO WHICH PLAT REFERENCE IS HEREBY MADE AND INCORPORATED HEREIN.

PROPERTY HEREIN CONVEYED CONTAINING 2.26 ACRES, MORE OR LESS.

This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE.**

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor ~~has hereunto~~ set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

HOWELL BRIDGE CROSSING, LLC

Witness

By: _____ AS Mgr
Robert E. Cutting,

Notary Public

By: _____
J. Michael Byrd,

JOHN T. CORWIN NOTARY PUBLIC GEORGIA BARTOW COUNTY

(Corporate Seal)

COPY

SEP 20 2007

Deed Book 9872 Pg 37
Filed and Recorded 10/4/2007 11:27:00 AM
28-2007-048330

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Deed Book 9782 Pg 105
Filed and Recorded 8/15/2007 9:52:00 AM
28-2007-040570

Patty Baker
Clerk of Superior Court Cherokee Cty, GA

****THIS SECURITY DEED IS BEING RE-RECORDED TO CORRECT THE MATURITY DATE.

After Recording return to:
Cox, Byington, Corwin, Niedrach,
Atkins, Smith & Perkins, P.C.
ATTN: Whitney White
104 Stonewall Street
Cartersville, GA 30120
File No. 070602

==========

STATE OF GEORGIA

COUNTY OF CHEROKEE

DEED TO SECURE DEBT

THIS INDENTURE, is made on **August 10th, 2007,** between **BALL GROUND INVESTMENTS, LLC**, Grantor, and **HABERSHAM BANK**, Grantee whose address is 1925 MARIETTA HIGHWAY, CANTON, GA 30114.

WITNESSETH, That Grantor, for and in consideration of the sum of **Four Million One Hundred Twenty-One Thousand One Hundred Thirty-One and 00/100 Dollars ($4,121,131.00)**, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, and assigns, the following described property, to-wit:

TRACT I:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 3RD DISTRICT AND 2ND SECTION OF CHEROKEE COUNTY GEORGIA, AND BEING THAT CERTAIN TRACT AS SHOWN ON SURVEY PREPARED FOR HOWELL BRIDGE CROSSING, LLC, BY D&S LAND SURVEYING, INC., PLAT RECORDED IN PLAT BOOK 90 PAGE 10, CLERK'S OFFICE, SUPERIOR COURT OF CHEROKEE COUNTY GEORGIA, TO WHICH PLAT REFERENCE IS HEREBY MADE AND INCORPORATED HEREIN.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED TRACTIS THAT CERTAIN 1.3081 ACRES AS SHOWN ON SURVEY PREPARED FOR HOWELL BRIDGE CROSSING, LLC BY DAVID W. SHIRLEY, G.R.L.S. PLAT RECORDED IN PLAT BOOK 91 PAGE 153, CLERK'S OFFICE, SUPERIOR COURT OF CHEROKEE COUNTY GEORGIA, TO WHICH PLAT REFERENCE IS HEREBY MADE AND INCORPORATED HEREIN.

PROPERTY HEREIN CONVEYED CONTAINING 2.26 ACRES, MORE OR LESS.

TRACT II:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 79, 80, 37 AND 138 OF THE 3RD DISTRICT AND 3RD SECTION OF CHEROKEE COUNTY GEORGIA, AND BEING TRACTS 1, 2 & 3, CONTAINING 7.75 ACRES, AS SHOWN ON PLAT RECORDED IN PLAT BOOK 91 PAGE 39, CLERK'S OFFICE, SUPERIOR COURT OF CHEROKEE COUNTY GEORGIA, TO WHICH PLAT REFERENCE IS

HEREBY MADE AND INCORPORATED HEREIN.

If all or any part of the property or any interest in it, including timber or timber rights, is sold or transferred without Lender's prior written consent, except for such transfers to a trust created for the benefit of Grantor, Grantor's descendants or Grantor's parents or siblings and for transfers to Grantor's affiliates, Lender may, at its option, require immediate payment in full of all sums secured by this security instrument.

This conveyance is to be construed under existing laws of the State of Georgia as a deed passing title, and not as a mortgage, and is intended to secure the payment of all sums secured hereby, with the full debt, if not paid earlier, due and payable on ~~NOVEMBER 10, 2007.~~ AUGUST 10, 2008.

A default under this agreement or under any other instrument heretofore or hereafter executed by Borrower to Lender shall at the option of Lender constitute a default under any one or more, of all instruments executed by Borrower to Lender. Borrower's Notes secured hereby are made a part hereof.

It is the intention of the parties to create a perpetual or indefinite security interest in the real property described herein pursuant to O.C.G.A. §44-14-89(a)(2) and to agree that title shall not revert to the grantor herein for a period which is the longer of seven (7) years from the date of maturity of the debt secured hereby or twenty (20) years from the date of this conveyance. It is the intention of this instrument to secure the indebtedness hereinabove described along with any and all renewals and extensions thereof, in whole or in part. Any one of several persons named as grantee herein or their assigns may receive payment of the secured indebtedness and execute a valid cancellation or reconveyance hereof.

TO HAVE AND TO HOLD the said bargained property with all and singular the rights, members and appurtenances thereto appertaining, to the only proper use, benefit and behoof of Grantee, in fee simple, and Grantor hereby covenants that Grantor is lawfully seized and possessed of said property, and has a good right to convey it, and it is unencumbered; and Grantor shall and will WARRANT AND FOREVER DEFEND the said bargained property, unto Grantee, against Grantor, and against all and every other person or persons.

Any forbearance by lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by lender shall not be a waiver of lender's right to accelerate the maturity of the indebtedness secured by this deed.

It is agreed that the Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the loan secured hereby.

As further security for the debt herein described, Grantor hereby sells, assigns, sets over and transfers to the Grantee all of the rent which shall hereafter become due or be paid for the use of the above described property, reserving only the right to the Grantor to collect said rents so long as there is no default in the obligations of the Grantor under this deed or in payment of the debt hereby secured. In the event of such default in said debt or any part thereof, principal or interest, or in the performance of any obligation of the Grantor under this deed, Grantee may enter upon said premises and collect the rents therefrom and the Grantee is hereby constituted and appointed as Grantor's agent and attorney in fact to collect such rents by any appropriate

proceedings, and Grantee is authorized to pay a rental or real estate agent five percent (5%) commission for collecting such rents. The net amount of rent so collected shall be applied towards the debt hereby secured.

And the said Grantor hereby covenants, for so long as said indebtedness, or any part thereof, shall remain unpaid, to keep said premises in as good condition as they now are, allowing for normal wear and tear; to pay all taxes and assessments that may be liens upon said premises, as they become due, provided that, its is agreed, Grantor shall have the right to dispute any such tax and/or assessment, and such disputed charges need not be paid until finally adjudged to be valid. At the conclusion of such contest, Grantor shall pay the contested charge to the extent it is held valid; and to keep the improvements on said premises insured in company or companies reasonably acceptable to said Grantee against loss or damage by fire or lightning in an amount at least equal to the loan balance, with loss, if any, payable to said Grantee, and shall deliver the policies of insurance to the said Grantee; and that any tax, assessment, or premium of insurance, not paid when due by the Grantor, may be paid by the Grantee, and any sum so paid shall be added to the amount of said principal debt as part thereof, shall draw interest from the time of said payment at the rate of eight per centum per annum, and shall, with interest, be covered by the security of this deed. And should the said Grantee receive any money for damages covered by insurance, such money may be retained and applied toward the payment of any amount hereby secured or may be paid over, either wholly or in part, to the said Grantor to enable said Grantor to repair or replace improvements, or for any other purpose, without affecting the lien of this deed for the full amount secured hereby before such damage or such payment took place.

Time being of the essence of this contract, the Grantee shall have the right to accelerate the maturity of the debt hereby secured, by declaring the entire debt to be in default and immediately due and payable, upon the failure of Grantor to make any payment when due, pursuant to the note hereby secured, or if after ten (10) days written notice and opportunity to cure, Grantor shall fail or refuse to perform any obligation required by Grantor by the terms of this deed. Provided that it shall not be considered a failure of Grantor to perform and discharge any obligation hereunder, if the obligation is such that it cannot be completed within the ten (10) day cure period, provided that Grantor diligently and continuously pursues the cure.

And Grantor further covenants and agrees that the possession of said premises, during the existence of said indebtedness, by Grantor, or any persons claiming under Grantor, shall be that of tenant under Grantee, or assigns, during the due performance of all of the obligations aforesaid, and that in case of a sale under the power as hereinafter provided or by foreclosure by process of law, Grantor, or any person in possession under Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale, or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over.

In the event of default in the indebtedness hereby secured, either in due course or by acceleration as herein provided, or in the event of default in the performance of any of the obligations required of the Grantor by the terms of this deed, the Grantee shall be entitled to have a receiver appointed for the property herein described, in connection with or as a part of any proceeding to foreclose this deed or to enforce any of its terms or the collection of all or any part of said debt and Grantor agrees to the appointment of such receiver without proof of insolvency or other equitable grounds and hereby appoints the Grantee as attorney in fact with authority to consent for the Grantor to the appointment of such receiver.

In case the debt hereby secured shall not be paid when it becomes due by maturity in due course, or by reason of a default as herein provided, Grantor hereby grants to Grantee and assigns, the following irrevocable power of attorney: To sell the

said property at auction, at the usual place for conducting sales at the Court House in the County where the land or any part thereof lies, in said State, to the highest bidder for cash, after advertising the time, terms and place of such sale once a week for four weeks immediately preceding such sale (but without regard to the number of days) in a newspaper published in the County where the land lies, or in the paper in which the Sheriff's advertisements for such County are published, all other notice being hereby waived by Grantor, and Grantee or any person on behalf of Grantee, or assigns, may bid and purchase at such sale and thereupon execute and deliver to the purchaser or purchasers at such sale a sufficient conveyance of said property in fee simple, which conveyance shall contain recitals as to the happenings of the default upon which the execution of the power of sale herein granted depends, and Grantor hereby constitutes and appoints Grantee and assigns, the agent and attorney in fact of Grantor to make such recitals, and hereby covenants and agrees that the recitals so to be made by Grantee or assigns, shall collect the proceeds of such sale, and after reserving therefrom the entire amount of principal and interest due, together with the amount of any taxes, assessments and premiums of insurance or other payments theretofore paid by Grantee, with interest at the maximum rate allowable by applicable law, together with all costs and expenses of sale and fifteen per centum of the aggregate amount due for attorney's fees, shall pay any over-plus to Grantor, or to the heirs or assigns of Grantor as provided by law.

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

This deed and the note or notes hereby secured shall be deemed and construed to be contracts executed and to be performed in Georgia.

This deed is executed as a first encumbrance upon the above described premises and for the purpose of securing the items herein described; and if any of the money so advanced by the Grantee and secured hereby is used to pay and/or cancel any encumbrances upon the above described premises, it is agreed that the holder of this deed and of the indebtedness hereby secured shall be subrogated to all the right, title and lien held by the encumbrances under the said encumbrances so paid off and/or cancelled.

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Unofficial Witness

Notary Public

JOHN T. CORWIN NOTARY PUBLIC BARTOW COUNTY GEORGIA EXPIRES JUNE 12, 2011

BALL GROUND INVESTMENTS, LLC

(SEAL)
William P. Newton, Member

(SEAL)
Kevin L. Lynch, Member

(SEAL)
Mark D. Lovell, Member

GEORGIA LOAN #: 855944101

GRANTOR: BALL GROUND INVESTMENTS, LLC

LENDER: HABERSHAM BANK

DATE OF SECURITY DEED: August 10, 2007

WAIVER OF BORROWER'S RIGHTS

BY EXECUTION OF THIS PARAGRAPH, GRANTOR EXPRESSLY: (1) ACKNOWLEDGES THE RIGHT TO ACCELERATE THE DEBT AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE AS IS REQUIRED TO BE GIVEN UNDER THE PROVISIONS HEREOF; (2) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE FIFTH AND FOURTEENTH AMENDMENTS TO THE CONSTITUTION OF THE UNITED STATES, THE VARIOUS PROVISIONS OF THE CONSTITUTION FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE AS IS SPECIFICALLY REQUIRED TO BE PROVIDED HEREOF; (3) ACKNOWLEDGES THAT GRANTOR HAS READ THIS DEED AND SPECIFICALLY THIS PARAGRAPH AND ANY AND ALL QUESTIONS REGARDING THE LEGAL EFFECT OF SAID DEED AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO GRANTOR AND GRANTOR HAS BEEN AFFORDED AN OPPORTUNITY TO CONSULT WITH COUNSEL OF GRANTOR'S CHOICE PRIOR TO EXECUTING THIS DEED; (4) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED-FOR LOAN TRANSACTION; AND (5) AGREES THAT THE PROVISIONS HEREOF ARE INCORPORATED INTO AND MADE A PART OF THE SECURITY DEED.

READ AND AGREED BY GRANTOR:

Signed, sealed and delivered in the presence of

_____

Notary Public

JOHN T. CORWIN NOTARY PUBLIC GEORGIA EXPIRES JUNE 12, 2011 BARTOW COUNTY

BALL GROUND INVESTMENTS, LLC

_____ (SEAL)
William P. Newton, Member

_____ (SEAL)
Kevin L. Lynch, Member

_____ (SEAL)
Mark D. Lovell, Member

_____ (SEAL)
- Grantor

CLOSING ATTORNEY'S AFFIDAVIT

Before the undersigned attesting officer personally appeared the undersigned closing attorney, who having been first duly sworn according to law, states under oath as follows:

In closing the above loan, but prior to the execution of the Deed to Secure Debt and "Waiver of Borrower's Rights" by the Borrower, I reviewed with and explained to the Borrower the terms and provisions of the Deed to Secure Debt and particularly the provisions thereof authorizing the Lender to sell the secured property by a nonjudicial foreclosure under a power of sale, together with the "Waiver of Borrower's Rights" and informed the Borrower of Borrower's rights under the Constitution of the State of Georgia and the Constitution of the United States to notice and a judicial hearing prior to such foreclosure in the absence of a knowing, intentional and willing contractual waiver by Borrower of Borrower's rights. After said review with and explanation to Borrower, Borrower executed the Deed to Secure Debt and "Waiver of Borrower's Rights."

Based on said review with and explanation to the Borrower, it is my opinion that Borrower knowingly, intentionally and willingly executed the waiver of Borrower's constitutional rights to notice and judicial hearing prior to any such nonjudicial foreclosure.

Sworn to and subscribed before me on the date set forth above.

_____
Notary Public

TONI L. HERRIN NOTARY PUBLIC GEORGIA EXPIRES FEB. 11, 2010 BARTOW COUNTY

_____
Closing Attorney

FORECLOSURE CLOSING DISCLOSURE

O.C.G.A Section 7-1-1014(3) requires that we inform you that if you fail to meet any condition or term of the documents that you sign in connection with obtaining a mortgage loan you may lose the property that serves as collateral for the mortgage loan through foreclosure.

_____
William P. Newton

_____
Mark D. Lovell

_____
Kevin L. Lynch

CANCELLATION*

This instrument is hereby cancelled and the Clerk of the Superior Court of CHEROKEE County, Georgia, is hereby authorized and directed to mark it satisfied of record.

This _____ day of _____, _____.

_____

COPY

Deed Book **10761** Pg **478**
Filed and Recorded 8/24/2009 1:10:42 PM

Transfer Tax $0.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Return after recording to:
Thomas E. Austin, Jr., Esq.
3490 Piedmont Road, N.E.
Suite 1005
Atlanta, Georgia 30305

DEED UNDER POWER

COPY

STATE OF GEORGIA
CHEROKEE COUNTY

THIS INDENTURE, made this 4th day of August, 2009, by Ball Ground Investments, LLC, acting by and through its duly appointed agent and attorney-in-fact, Habersham Bank, as party of the first part (hereinafter referred to as "Grantor"), and Habersham Bank, as party of the second part;

WITNESSETH:

WHEREAS, said Grantor executed and delivered to Habersham Bank a Deed to Secure Debt, dated August 10, 2007, filed for record in Deed Book 9782, Page 105, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia (the "Deed to Secure Debt"), as modified by that certain Modification Agreement dated September 8, 2008, recorded in Deed Book 10359, Page 215, in the Office of the Clerk of Superior Court of Cherokee County, Georgia (the "Modification Agreement"; the Deed to Secure Debt and the Modification Agreement are hereinafter collectively referred to as the "Security Deed"), conveying the after-described property to secure the payment of a Universal Note and Security Agreement, dated September 8, 2008, in the original principal amount of $4,121,131.00 (the "Note") as described therein;

WHEREAS, default in the payment of the monthly installments under said Note occurred, and whereas by reason of said default, Habersham Bank elected, pursuant to the terms of said Security Deed and Note, to declare the entire principal and interest immediately due and payable; and

WHEREAS, said entire indebtedness still being in default, Habersham Bank, on behalf of said GRANTOR, and according to the terms of said Security Deed, did advertise said property for sale for four (4) consecutive weeks in the legal newspaper of said county wherein the Sheriff carries advertisements, namely The Cherokee Tribune, said dates of publication being July 10, 2009, July 17, 2009, July 24, 2009, and July 31, 2009; and

WHEREAS, pursuant to said advertisements, on the first Tuesday in August, 2009 (August 4, 2009), within the legal hours of sale at the usual place for conducting Sheriff's sales before the door of the Superior Court of Cherokee County, Georgia, Habersham Bank made the highest and best bid and said land was therefore knocked off to Habersham Bank for a bid of Two Million Four Hundred Twenty-Two Thousand and 00/100s Dollars ($2,422,000.00); and

NOW, THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the aforesaid Security Deed, the GRANTOR has bargained, sold, granted, and conveyed, and by these presents does hereby bargain, sell, grant, and convey to Habersham Bank, its successors, and assigns, the following:

TRACT I:

All that tract or parcel of land lying and being in Land Lot 138 of the 3rd Land District and 2nd Section of Cherokee County, Georgia, and being that certain tract as shown on survey prepared for Howell Bridge Crossing, LLC, by D&S Land Surveying, Inc., plat recorded in Plat Book 90, Page 10, Clerk's Office, Superior Court of Cherokee County, Georgia, to which plat reference is hereby made and incorporated herein, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

Less and except from the above described tract is that certain 1.3081 acres as shown on survey prepared for Howell Bridge Crossing, LLC by David W. Shirley, G.R.L.S. Plat recorded in Plat Book 91, Page 153, Clerk's Office, Superior Court of Cherokee County, Georgia, to which plat reference is hereby made and incorporated herein.

Property herein conveyed containing 2.26 acres, more or less.

TRACT II:

All that tract or parcel of land lying and being in Land Lots 79, 80, 137 and 138 of the 3rd District and 3rd Section of Cherokee County, Georgia, and being Tracts 1, 2 and 3, containing 7.75 acres, as shown on plat recorded in Plat Book 91, Page 39, Clerk's Office, Superior Court of Cherokee County, Georgia, to which plat reference is hereby made and incorporated herein, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

This property is sold subject to any right of the United States of America to redeem said property within one hundred twenty (120) days of the above-referenced foreclosure sale date to pay Federal Tax Lien(s). While no Federal Tax Liens were ascertained, the Internal Revenue Service was informed of the foreclosure sale as a precautionary measure through a Notice which was served via hand delivery on July 9, 2009.

Together with all and singular the rights, members and appurtenances thereto appertaining; also, all of the estate, right, title, interest, claim or demand of the said GRANTOR, its successors and assigns, legal, equitable, or otherwise whatsoever, in and to the same.

This property is conveyed subject to: (1) any outstanding ad valorem taxes, assessments, and any unpaid utility bills which may constitute a lien against the property; and (2) any security deeds, liens, and encumbrances existing when the above-described Security Deed was filed for record.

TO HAVE AND TO HOLD the said premises and every part thereof unto Habersham Bank, its successors and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in and full and ample a manner as the said GRANTOR, its heirs, successors and assigns, did hold and enjoy the same.

The notice of foreclosure sale as required by Georgia law in the form of a copy of the Notice of Sale Under Power submitted to the legal newspaper was provided to the debtor by certified mail, return receipt requested, at least 30 days prior to the foreclosure sale date.

COPY

IN WITNESS WHEREOF, Habersham Bank, as Agent and Attorney-in-Fact for GRANTOR, has hereunto affixed its hand and seal, the day and year first above written.

BALL GROUND INVESTMENTS, LLC,
by and through its agent and attorney-in-fact,
HABERSHAM BANK

By: _____
Name: Eddie Hoyle
Title: SVP

Attest: _____
Name: Kathy Turpin
Title: Vice President

Signed, Sealed and Delivered
in the presence of:

_____
Notary Public

(OFFICIAL SEAL)
NOTARY PUBLIC
STATE OF GEORGIA
STEPHENS COUNTY
STACY MILLER
My Commission Expires Dec. 28, 2012

_____
Unofficial Witness

COPY

JT Development
Old Canton Road
Ball Ground, GA 30107

Inquiry Number: 3312873.7
06/01/2012

The EDR Environmental LienSearch™ Report

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

EDR Environmental LienSearch™ Report

The EDR Environmental LienSearch Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied address information to:

- search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' offices, registries of deeds, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved, and description); and
- provide a copy of the deed or cite documents reviewed.

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EDR Environmental LienSearch™ Report

TARGET PROPERTY INFORMATION

ADDRESS

JT Development
Old Canton Road
Ball Ground, GA 30107

RESEARCH SOURCE

Source 1:	Cherokee County

PROPERTY INFORMATION

Deed 1:

Type of Deed:	Deed Under Power
Title is vested in:	Habersham Bank
Title received from:	Ball Ground Investments, LLC
Deed Dated:	08/04/2009
Deed Recorded:	08/24/2009
Book:	10761
Page:	478

Legal Description: ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 138 OF THE 3RD LAND DISTRICT AND 2ND SECTION OF CHEROKEE COUNTY, GEORGIA AND BEING MORE DESCRIBED IN VOLUME 10761, PAGE 478 IN CHEROKEE COUNTY, GEORGIA.

Legal Current Owner: Habersham Bank

Property Identifiers:
03N01087M
03N01087N
03N01C001
03N01C002
03N01C003
03N01C004
03N01C005
03N01C006
03N01C007
03N01C008
03N01C009
03N01C009A

EDR Environmental LienSearch™ Report

ENVIRONMENTAL LIEN

Environmental Lien: Found ☐ Not Found ☒

If found:

1st Party:
2nd Party:
Dated:
Recorded:
Book:
Page:
Instrument:
Docket:
Comments:
Miscellaneous:

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

Other AUL's: Found ☐ Not Found ☒

If found:

1st Party:
2nd Party:
Dated:
Recorded:
Book:
Page:
Instrument:
Docket:
Comments:
Miscellaneous:

Deed Book **10761** Pg **478**
Filed and Recorded 8/24/2009 1:10:42 PM

Transfer Tax $0.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

Return after recording to:
Thomas E. Austin, Jr., Esq.
3490 Piedmont Road, N.E.
Suite 1005
Atlanta, Georgia 30305

DEED UNDER POWER

STATE OF GEORGIA
CHEROKEE COUNTY

THIS INDENTURE, made this 4th day of August, 2009, by Ball Ground Investments, LLC, acting by and through its duly appointed agent and attorney-in-fact, Habersham Bank, as party of the first part (hereinafter referred to as "Grantor"), and Habersham Bank, as party of the second part;

WITNESSETH:

WHEREAS, said Grantor executed and delivered to Habersham Bank a Deed to Secure Debt, dated August 10, 2007, filed for record in Deed Book 9782, Page 105, in the Office of the Clerk of the Superior Court of Cherokee County, Georgia (the "Deed to Secure Debt"), as modified by that certain Modification Agreement dated September 8, 2008, recorded in Deed Book 10359, Page 215, in the Office of the Clerk of Superior Court of Cherokee County, Georgia (the "Modification Agreement"; the Deed to Secure Debt and the Modification Agreement are hereinafter collectively referred to as the "Security Deed"), conveying the after-described property to secure the payment of a Universal Note and Security Agreement, dated September 8, 2008, in the original principal amount of $4,121,131.00 (the "Note") as described therein;

WHEREAS, default in the payment of the monthly installments under said Note occurred, and whereas by reason of said default, Habersham Bank elected, pursuant to the terms of said Security Deed and Note, to declare the entire principal and interest immediately due and payable; and

WHEREAS, said entire indebtedness still being in default, Habersham Bank, on behalf of said GRANTOR, and according to the terms of said Security Deed, did advertise said property for sale for four (4) consecutive weeks in the legal newspaper of said county wherein the Sheriff carries advertisements, namely The Cherokee Tribune, said dates of publication being July 10, 2009, July 17, 2009, July 24, 2009, and July 31, 2009; and

WHEREAS, pursuant to said advertisements, on the first Tuesday in August, 2009 (August 4, 2009), within the legal hours of sale at the usual place for conducting Sheriff's sales before the door of the Superior Court of Cherokee County, Georgia, Habersham Bank made the highest and best bid and said land was therefore knocked off to Habersham Bank for a bid of Two Million Four Hundred Twenty-Two Thousand and 00/100s Dollars ($2,422,000.00); and

NOW, THEREFORE, in consideration of the premises and said sum of money and by virtue of and in the exercise of the power of sale contained in the aforesaid Security Deed, the GRANTOR has bargained, sold, granted, and conveyed, and by these presents does hereby bargain, sell, grant, and convey to Habersham Bank, its successors, and assigns, the following:

TRACT I:

All that tract or parcel of land lying and being in Land Lot 138 of the 3rd Land District and 2nd Section of Cherokee County, Georgia, and being that certain tract as shown on survey prepared for Howell Bridge Crossing, LLC, by D&S Land Surveying, Inc., plat recorded in Plat Book 90, Page 10, Clerk's Office, Superior Court of Cherokee County, Georgia, to which plat reference is hereby made and incorporated herein, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

Less and except from the above described tract is that certain 1.3081 acres as shown on survey prepared for Howell Bridge Crossing, LLC by David W. Shirley, G.R.L.S. Plat recorded in Plat Book 91, Page 153, Clerk's Office, Superior Court of Cherokee County, Georgia, to which plat reference is hereby made and incorporated herein.

Property herein conveyed containing 2.26 acres, more or less.

TRACT II:

All that tract or parcel of land lying and being in Land Lots 79, 80, 137 and 138 of the 3rd District and 3rd Section of Cherokee County, Georgia, and being Tracts 1, 2 and 3, containing 7.75 acres, as shown on plat recorded in Plat Book 91, Page 39, Clerk's Office, Superior Court of Cherokee County, Georgia, to which plat reference is hereby made and incorporated herein, together with all fixtures and personal property attached to and constituting a part of said property, and replacements and additions.

This property is sold subject to any right of the United States of America to redeem said property within one hundred twenty (120) days of the above-referenced foreclosure sale date to pay Federal Tax Lien(s). While no Federal Tax Liens were ascertained, the Internal Revenue Service was informed of the foreclosure sale as a precautionary measure through a Notice which was served via hand delivery on July 9, 2009.

Together with all and singular the rights, members and appurtenances thereto appertaining; also, all of the estate, right, title, interest, claim or demand of the said GRANTOR, its successors and assigns, legal, equitable, or otherwise whatsoever, in and to the same.

This property is conveyed subject to: (1) any outstanding ad valorem taxes, assessments, and any unpaid utility bills which may constitute a lien against the property; and (2) any security deeds, liens, and encumbrances existing when the above-described Security Deed was filed for record.

TO HAVE AND TO HOLD the said premises and every part thereof unto Habersham Bank, its successors and assigns, to its own proper use, benefit and behoof in FEE SIMPLE, in and full and ample a manner as the said GRANTOR, its heirs, successors and assigns, did hold and enjoy the same.

The notice of foreclosure sale as required by Georgia law in the form of a copy of the Notice of Sale Under Power submitted to the legal newspaper was provided to the debtor by certified mail, return receipt requested, at least 30 days prior to the foreclosure sale date.

IN WITNESS WHEREOF, Habersham Bank, as Agent and Attorney-in-Fact for GRANTOR, has hereunto affixed its hand and seal, the day and year first above written.

BALL GROUND INVESTMENTS, LLC,
by and through its agent and attorney-in-fact,
HABERSHAM BANK

By: _____
Name: Eddie Hoyle
Title: SVP

Attest: _____
Name: Kathy Turpin
Title: Vice President

Signed, Sealed and Delivered
in the presence of:

_____
Notary Public

(OFFICIAL SEAL)
NOTARY PUBLIC
STATE OF GEORGIA
STEPHENS COUNTY
STACY MILLER
My Commission Expires Dec. 28, 2012

_____
Unofficial Witness

COPY

JT Development
Old Canton Road
Ball Ground, GA 30107

Inquiry Number: 3312873.8
April 30, 2012

The EDR Property Tax Map Report

Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

EDR Property Tax Map Report

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NO COVERAGE

Thank you for your business.
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APPENDIX E

Non-Scope Testing

VAPOR ENCROACHMENT SCREEN

Prepared by: Maxis Engineering LLC

5/4/2012

TABLE OF CONTENTS

Executive Summary

Primary Map

Aerial Photography:

Map Findings

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The EDR Vapor Encroachment Worksheet enables EDR's customers to make certain online modifications that effects maps, text and calculations contained in this Report. As a result, maps, text and calculations contained in this Report may have been so modified. EDR has not taken any action to verify any such modifications, and this report and the findings set forth herein must be read in light of this fact. Environmental Data Resources shall not be responsible for any customer's decision to include or not include in any final report any records determined to be within the relevant minimum search distances.

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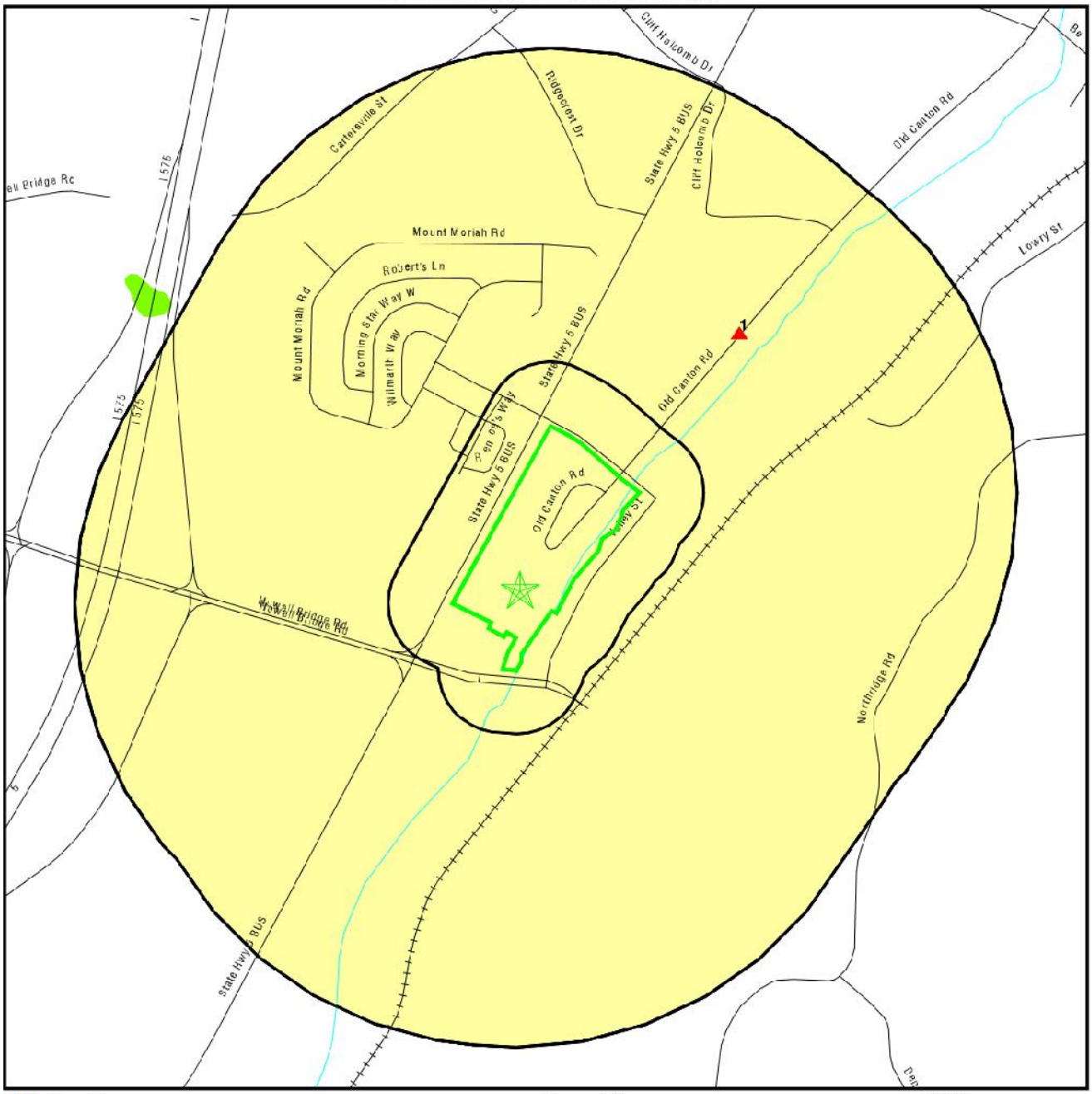
EXECUTIVE SUMMARY

CHEROKEE ELEMENTARY SCHOOL I **145 OLD CANTON RD, BALL GROUND, GA, 30107**	S110591022
Impact on Target Property: VEC Can Be Ruled Out	

PRIMARY MAP - 3312873.10s



Target Property
Sites at elevations higher than or equal to the target property
Sites at elevations lower than the target property
Manufactured Gas Plants
Sensitive Receptors
National Priority List Sites
Dept. Defense Sites

0 300 1/3 Miles

Indian Reservations BIA
Oil & Gas pipelines from USGS
100-year flood zone
500-year flood zone
National Wetland Inventory

Groundwater Flow Direction
GI Indeterminate Groundwater Flow at Location
GV Groundwater Flow Varies at Location

SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground GA 30107 LAT/LONG: 34.3278 / 84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY #: 3312873.10s DATE: April 30, 2012 2:35 pm

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AERIAL PHOTOGRAPHY - 3312873.10s

SITE NAME:	JT Development	CLIENT:	Maxis Engineering LLC
ADDRESS:	Old Canton Road	CONTACT:	Rebecca King Donnelly
	Ball Ground GA 30107	INQUIRY #:	3312873.10s
LAT/LONG:	34.3278 / 84.3881	DATE:	April 30, 2012 2:36 pm

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MAP FINDINGS

CHEROKEE ELEMENTARY SCHOOL I 145 OLD CANTON RD, BALL GROUND, GA, 30107			S110591022
Map ID: 1	Distance: NE 1/10 - 1/3 (864 ft. / 0.164 mi.)	Elevation: 13 ft. Higher Elevation 1018 ft. Above Sea Level	State and tribal leaking storage tank lists

Worksheet:

Impact on Target Property: VEC Can Be Ruled Out

Conditions:
Petroleum Hydrocarbon Chemicals of Concern: YES

Groundwater Flow Gradient:
Upgradient or Indeterminate: YES

Database Details:

LUST: State and tribal leaking storage tank lists

Facility ID:	10001861
Leak ID:	1
Description:	Confirmed Release Received
Cleanup Status:	NFA - No Further Action
Date Received:	06/01/2010
Project Officer:	Wallace,Ronald J

APPENDIX F

Noise Assessment Documentation

SITE NOISE ASSESMENT

For

JT Builder, Inc.

Ball Ground, GA

June 1, 2012

Kenneth A. Cunefare, Ph. D.
Arpeggio Acoustic Consulting, LLC
1947 Aspen Dr NE, Atlanta, GA 30345
(404) 216-7714

June 11, 2012

RE: Site Noise Assessment JT Builder, Inc. project, Ball Ground GA

This report presents the site noise assessment for the JT Builder, Inc. project site in Ball Ground GA. As will be detailed below, the site was found to be in the HUD "Acceptable" category.

Project Description and Location

The proposed development is in Ball Ground, Georgia, in Cherokee County. As depicted in Figure 1 the project is located at off of Canton-Ball Ground Highway and Coy H. Holcomb Street.

SITE NOISE ASSESSMENT

Figure 1 depicts the location of the single NAL used to evaluate this site, and the distances to each of the potential noise sources. This single NAL was used since, all will be developed below, only the rail line to the south of the site is considered as a noise source, and therefore all points farther north on the site from the NAL location will have lower noise levels.

Noise sources evaluated for consideration in this study include rail, road vehicle noise, and air traffic sources. All distances were determined either through photogrammetry applied to aerial imagery or scaled from drawings provided to us by Maxis Engineering. Considering airport noise sources, Figure 2 provides a map of the project area with 5 mile and 15 mile radius range rings superimposed:

1) There are no military airports within 15 miles of the site. Cherokee County Airport is approximately 2.4 miles to the southwest of the site. Cherokee County Airport is a small general aviation airport. Per publicly available information (www.AirNAV.com, data included in Appendix B), there are 88 aircraft based on the field, most which are single-engine, and only one jet. The field averaged 66 operations per day for the 12-month period ending July 2, 2011. There are no commercial jet aircraft operations from this field. To estimate the DNL from aircraft operations, the method of the HUD NAG Chapter 4, was used, assuming that the percentage of the daily operations due to jets is in proportion to the number of jets based on the field to the total number of aircraft (1/88, or 1.1%), and 10% of the operations occurred at night. This is a conservative approach given that there are no commercial operations from the field, and the aircraft based at the field are dominantly single-engine general aviation aircraft. The number of operations was inflated by 3% per year. Photogrammetry determined that the distance from the site to the runway end (approach flight path) to be 9,000' (note that when a NAL lies on or near the extended flight path for a runway, beyond where the 65 DNL contour intersects the flight path, the distances used in the airport DNL estimation method are from the 65 DNL to the runway end, and from the NAL to the runway end). The relevant distances and levels for application of the method of the HUD NAG Chapter 4 are documented on Worksheet B in Appendix A to this report, indicating a level due to aircraft of less than 55 DNL (listed under "Airport 1" on Worksheet B). Note that Arpeggio has implemented the computational expressions that underpin Figure 3 and Table 2 of the NAG Chapter 4,

such that hand-operations on figures and tables are not performed. Since the predicted noise level due to aircraft operations at Cherokee County Airport was below 55 DNL, airport noise was not included in the total noise level.

Concerning road and rail sources, Figure 3 provides a map of the project area with 1000' and 3000' radius range rings superimposed:

2) The site has exposure to road traffic noise from Canton-Ball Ground Highway to the north. Traffic data for this road was obtained from the Georgia DOT's State Transportation and Statistics Reporting site (STARs), Cherokee County Traffic Counter #0034, which is slightly to the east of the project site. The 2011 ADT for this traffic counter was 6530. Per DCA recommendations, traffic volume was inflated 3% per year to obtain projected volumes in 2022, yielding an ADT of 9039. Since this ADT is below the DCA threshold of 10,000, traffic noise was not considered in this analysis.
3) As indicated in Figure 3, there is a Georgia Northeastern rail line (GNRR) to the south of the site. Rail traffic data was obtained from the GNRR dispatcher, and is included in Appendix B of this report.

As noted previously, a single Noise Assessment Location labeled as "NAL #1" depicted on Figure 1 is used here site assessment. NAL #1 is on the site closest to the rail line; **all other parts of the site are farther from the rail line will have lower noise levels.**

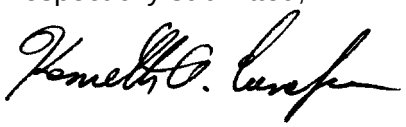
Table 1 presents the DNL at the NAL due to rail traffic and due to Cherokee County Airport. The workcharts supporting these levels are in Appendix A to this report. The implication of the 62 DNL at NAL 1, as listed in Table 1**,** is that the entire site is in the "Acceptable" category.

Table 1– Partial DNL by source and total DNL at NAL

Partial DNL by source		Total DNL all sources	Category
GNRR	61.7	62	Acceptable
Cherokee Airport	<55		

The HUD Site DNL calculator could not be used for the complete analysis of the noise on this site because the site DNL calculator cannot perform the airport DNL estimation per the NAG Chapter 4, Figure 3 and Table 2. The use of Arpeggio's implementation of the HUD NAG methodology was approved per guidance received from Ms. Laural Hart, Office Director, Georgia Department of Community Affairs.

Respectfully submitted,



Kenneth A. Cunefare
Principal
Arpeggio Acoustic Consulting, LLC

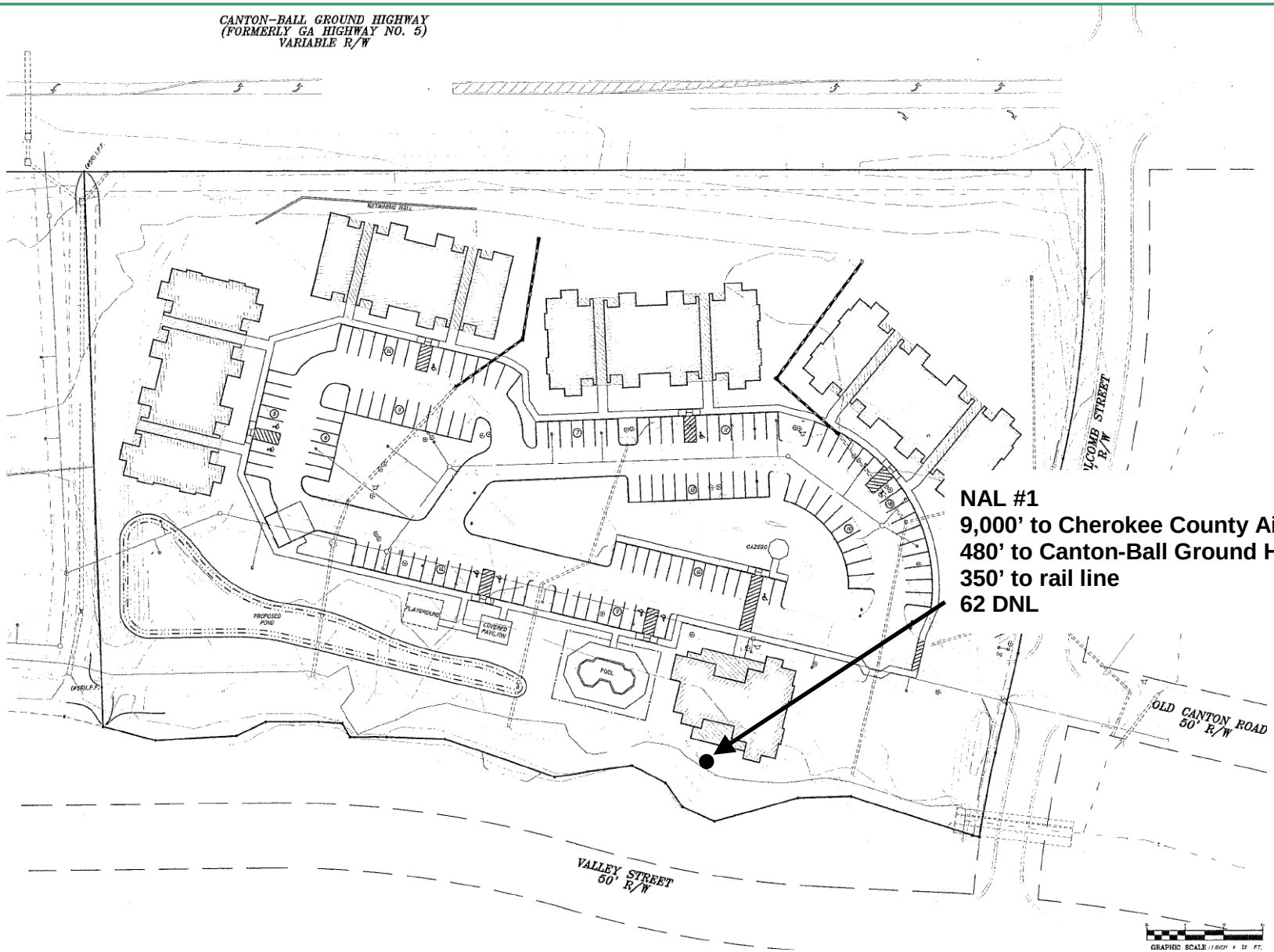


Figure 1 – Proposed Site Plan with NAL, Distances to Noise Sources, and DNL
JT Builder Inc, project, Ball Ground, Georgia

Arpeggio Acoustic Consulting, LLC
June 1, 2012

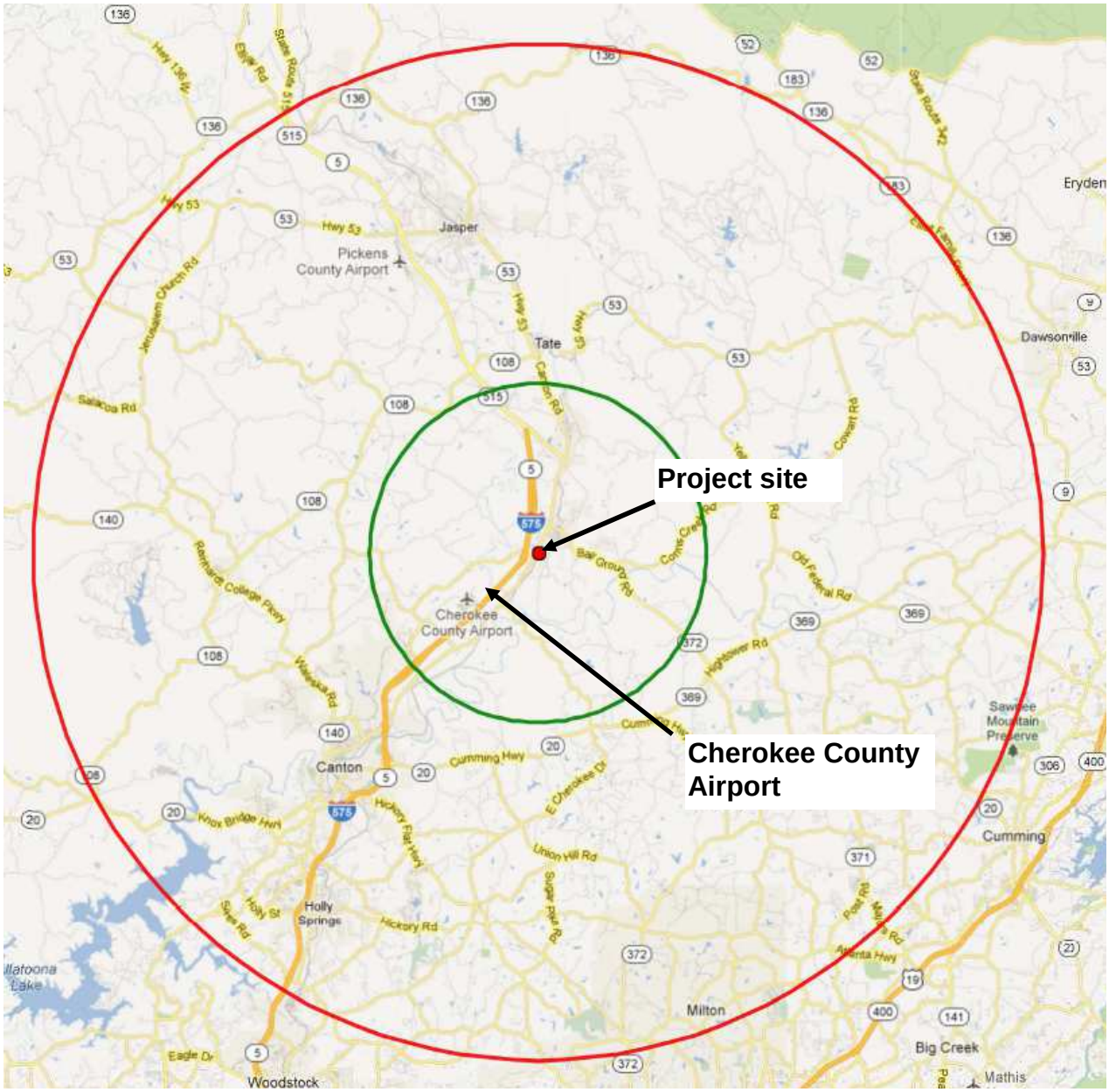


Figure 2 - Map of project area with 5 mile (green) and 15 mile (red) range rings centered on the site; Cherokee County Airport within 5 miles of site

JT Builder Inc, project, Ball Ground, Georgia

Arpeggio Acoustic Consulting, LLC

June 1, 2012

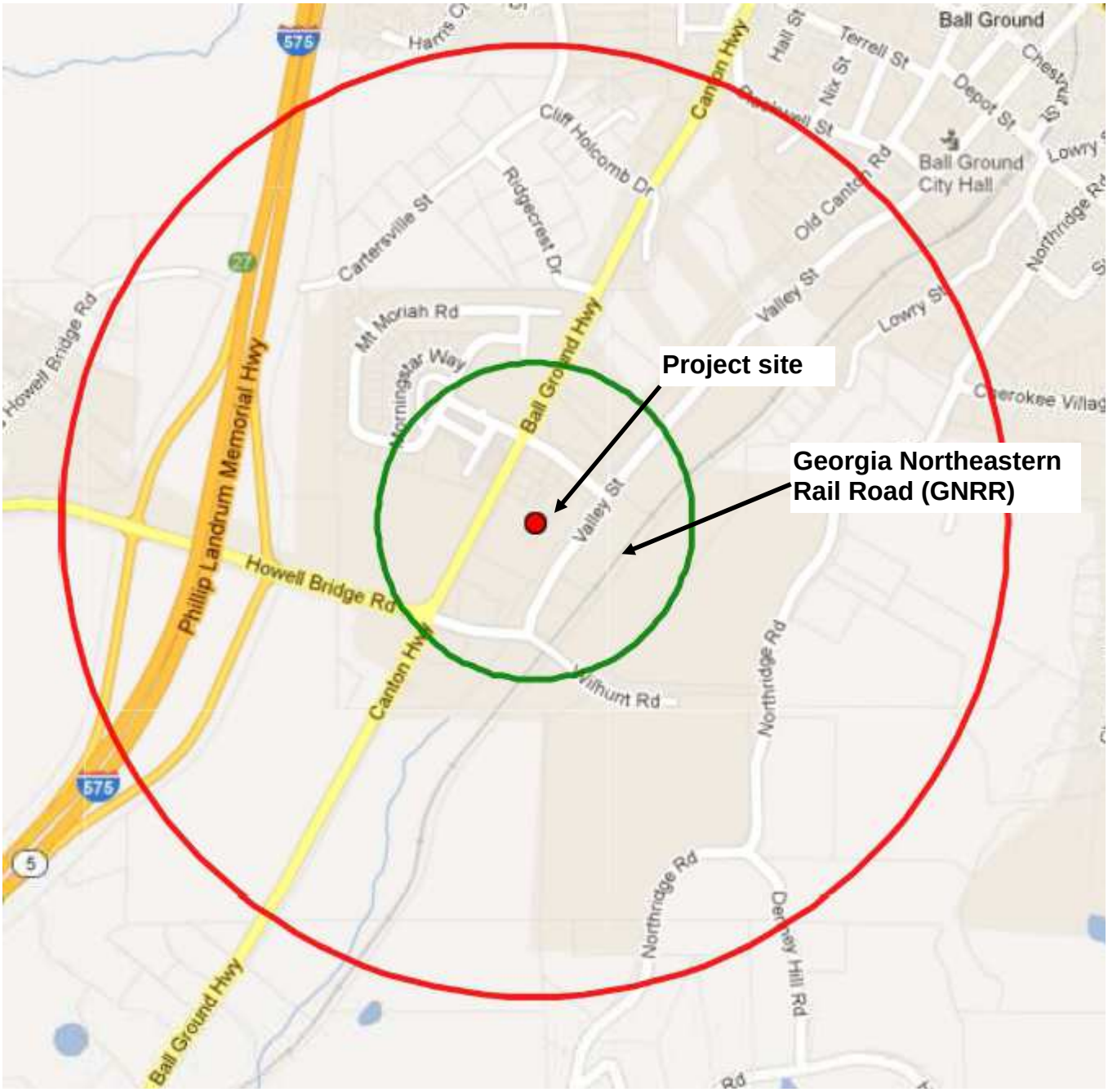


Figure 3 - Map of project area with 1000' (Green) and 3000' (Red) range rings centered on the site

JT Builder Inc, project, Ball Ground, Georgia

Arpeggio Acoustic Consulting, LLC

June 1, 2012

Appendix A

Noise Assessment Guidelines Workcharts and sheets for NAL

This appendix contains the work sheets and charts documenting the analyses for prediction of the noise levels at the Noise Assessment Location depicted on Figure 1. Only those worksheets and charts applicable to the identified sources are included here. Note that these workcharts do not document a manual computation; they are the output of a complete computational implementation of the HUD NAG methodology.

IMPORTANT NOTES

Arpeggio has implemented the complete HUD analysis method with analytical expressions where available, for example, for prediction of DNLs due to road and rail traffic, and estimation of airport DNL contours. In this appendix, workcharts are shown for illustration purposes, only. The DNL values were derived from the equations that underlie the charts, not from hand-operations on the charts themselves.

The true energy-addition method for summation of dB levels was used when combining levels; the energy-addition method is the analytic equation that underlies table for combining levels found in The Noise Guidebook. The use of the analytical expressions for the DNL levels for the road and rail traffic permits the analysis to carry precision to the tenth of a dB prior to combination of all levels for each NAL.

Worksheet A
Site Evaluation

Noise Assessment Guidelines

NAL #1

Site Location
Canton-Ball Ground Highway and Coy H. Holcomb Stree

Program

Project Name
JT Builder, Inc.

Locality
Ball Ground, GA

File Number

Sponsor's Name
JT Builder, Inc

Phone

Street Address

City, State

	Acceptability Category	DNL	Predicted for Operations In Year	
1. Roadway Noise				NONE
2. Aircraft Noise				NONE
3. Railway Noise	Acceptable	61.7	2022	
Value of DNL for all noise sources:		62		

Final Site Evaluation (circle one)

Acceptable

Normally Unacceptable

Unacceptable

Signature Kenneth G. Lumpkin

Date 6/1/2012

Worksheet B **Noise Assessment Guidelines**

Aircraft Noise

NAL #1

List all military airports within 15 miles of the site, civil airports within 5 miles of site:

1. Cherokee County Airport
2.
3.

Necessary Information	**Airport 1**	**Airport 2**	**Airport 3**
1. Are DNL, NEF or CNR contours available? (yes/no)	No		
2. Any supersonic aircraft operations? (yes/no)	No		
3. Estimating approximate contours from equations defining Figure 3:			
a. number of nighttime jet operations	0.1		
b. number of daytime jet operations	0.9		
c. effective number of operations (10 times a + b)	2		
d. distance A for 65 dB	621		
75 dB	-996		
e. distance B for 65 dB	2047		
75 dB	520		
4. Estimating DNL from equations defining Table 2:			
a. distance from 65 dB contour to flight path, D1	2047		
b. distance from NAL to flight path, D2	9,000		
c. D2 divided by D1	4.40		
d. DNL	<55		
5. Operations projected for what year?	2012		
6. Total DNL from all airports		<55	

Signature Kenneth A. Lunsford Date 6/1/2012

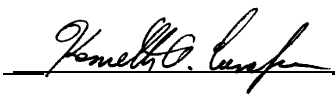
Railway Noise

NAL #1

List all railways within 3000 feet of the site:

1. Georgia Northeaster Rail Road
2.
3.
4.
5.

Necessary Information	**Railway No. 1**	**Railway No. 2**	**Railway No. 3**	**Railway No. 4**	**Railway No. 5**
1. Distance in feet from the NAL to the railway track:	350	3000	3000	3000	3000
2. Number of trains in 24 hours:					
a. diesel	1				
b. electrified					
3. Fraction of operations occuring at night (10 p.m. - 7 a.m.):	0.10	0.5	0.5	0.5	0.5
4. Number of diesel locomotives per train:	3	2	2	2	2
5. Number of rail cars per train:					
a. diesel trains	15	50	50	50	50
b. electrified trains					
6. Average train speed:	10	20	25	55	55
7. Is track welded or bolted?	Welded	Welded	Welded	Bolted	Welded
8. Are whistles or horns required for grade crossings?	Yes	no	no	no	no
Barrier number between the railway and NAL?					

Signature  Date 6/1/2012

Railway Noise

NAL #1

Adjustments for Diesel Locomotives

	9 No. of Locomotives 2		10 Average Speed Table 9		11 Horns (enter 10)		12 Night-time Table 5		13 No. of Trains (line 2a)		14 Adj. No. of Opns.		15 DNL Workchart 3		16 Barrier Attn.		17 Partial DNL
Railway No. 1	1.5	x	3	x	10	x	0.81	x	1.0	=	36.4		61.7	-	0.0	=	61.7
Railway No. 2	1	x	1.5	x	1	x	2.34	x	0	=	0.0		0.0	-	0.0	=	0.0
Railway No. 3	1	x	1.25	x	1	x	2.34	x	0	=	0.0		0.0	-	0.0	=	0.0
Railway No. 4	1	x	0.55	x	1	x	2.34	x	0	=	0.0		0.0	-	0.0	=	0.0
Railway No. 5	1	x	0.55	x	1	x	2.34	x	0	=	0.0		0.0	-	0.0	=	0.0

Adjustments for Railway Cars or Rapid Transit Trains

	18 Horns on electric trains 100		19 Number of cars 50		20 Average Speed Table 10		21 Bolted Rails (enter 4)		22 Night-time Table 5		23 No. of Trains (line 2a or 2b)		24 Adjusted Adj. No. of Opns.		25 DNL Work-chart 4		26 Barrier Attn.		Partial DNL
Railway No. 1	1	x	0.3	x	0.11	x	1	x	0.81	x	1	=	0.0		18.8	-	0.0	=	18.8
Railway No. 2	1	x	1	x	0.44	x	1	x	2.34	x	0	=	0.0		0.0	-	0.0	=	0.0
Railway No. 3	1	x	1	x	0.72	x	1	x	2.34	x	0	=	0.0		0.0	-	0.0	=	0.0
Railway No. 4	1	x	1	x	3.39	x	4	x	2.34	x	0	=	0.0		0.0	-	0.0	=	0.0
Railway No. 5	1	x	1	x	3.39	x	1	x	2.34	x	0	=	0.0		0.0	-	0.0	=	0.0

Combined Locomotive and Railway Car DNL

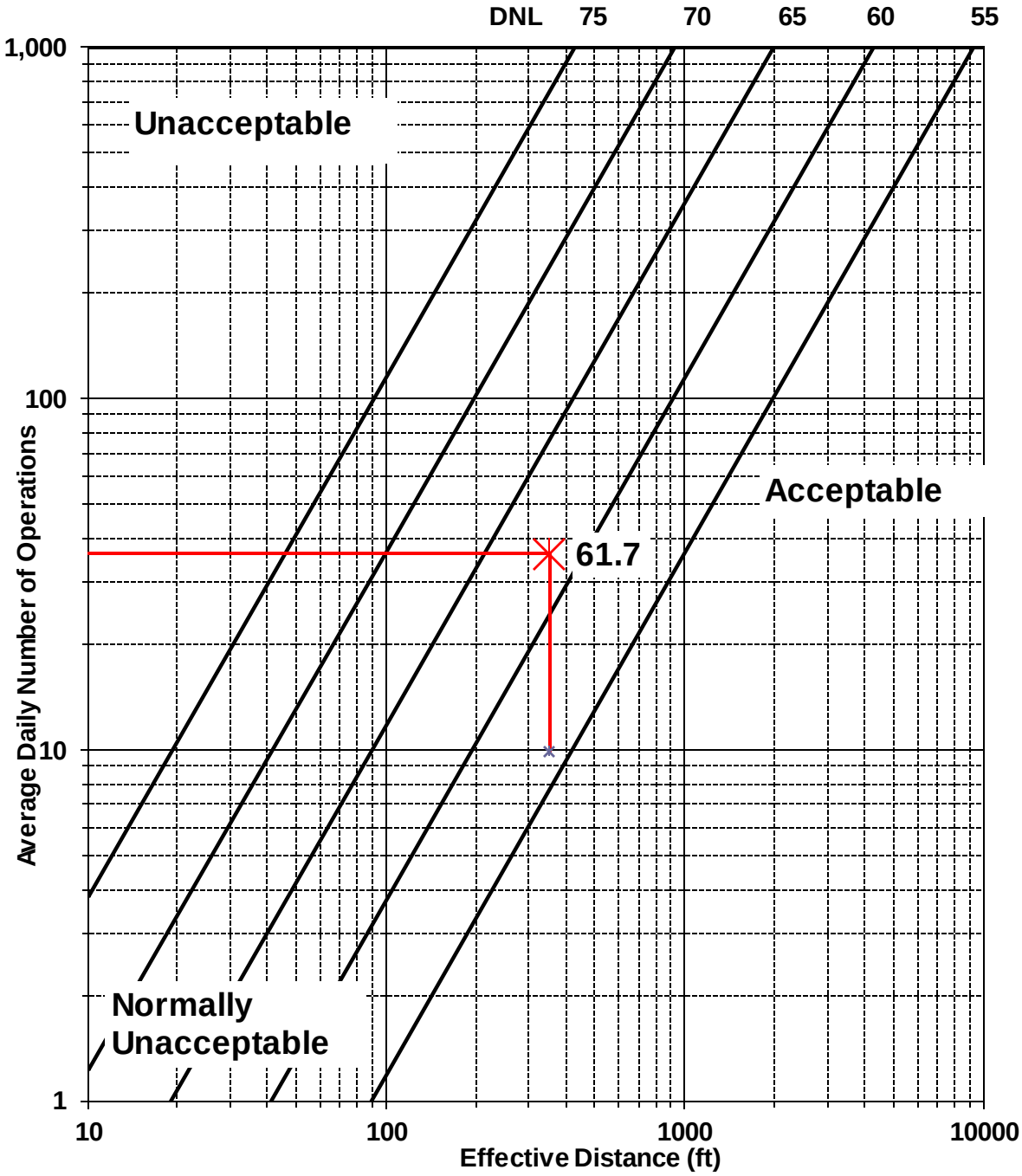
Railway No. 1 61.7 Railway No. 2 _____ Railway No. _____ Railway No. _____

Railway No. 5 _____ Total DNL for all Railways 61.7

Workchart 3
Railroads
Diesel Locomotives

NAL #1

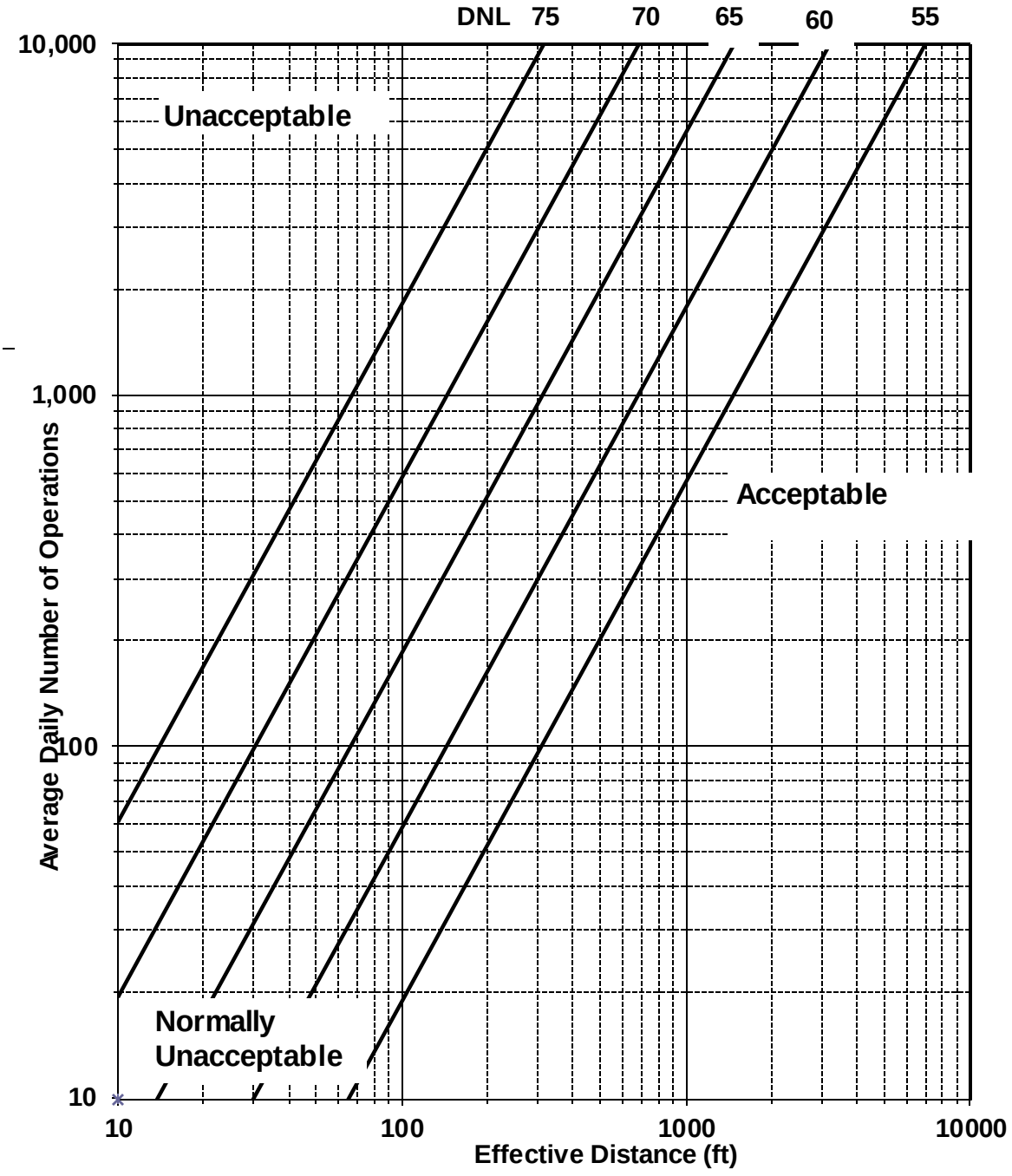
Partial DNL	Rail line	ADNO	Eff. Dist
61.7	Georgia Northe	36	350



Workchart 4
Railroads
Cars and Rapid Transit

NAL #1

Partial DNL **Rail line** **ANO** **Eff Dist**



Appendix B - Supporting Data

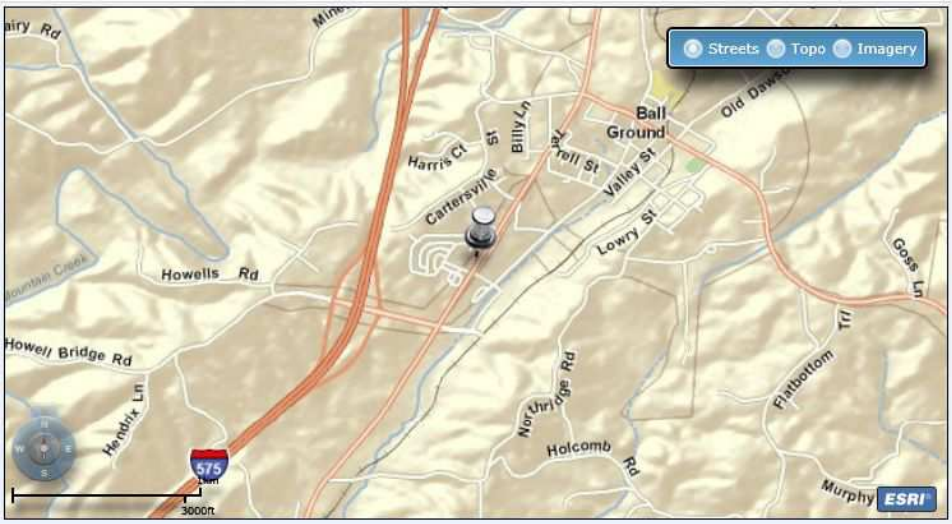
GDOT STARS Traffic Counter Output

Georgia Northeastern Rail Road Traffic Data

AirNav data for Cherokee County Airport

State Traffic & Report Statistics (STARS)

057 Cherokee, Traffic Counter: 0034



Disclaimer: The Georgia Department of Transportation makes no representation or warranties, implied or expressed, concerning the accuracy, completeness, reliability, or suitability for any particular purpose of this information and data contained on this Web Site.

Year	RCLINK	Beginning Milepoint	Ending Milepoint	Directional	Actual/Estimate	Direction 1	Direction 2	Total AADT	Truck%
2011	05710005BU	11.20	12.26	Non-Directional	Estimate			6530	
2010	05710005BU	11.46	12.52	Non-Directional	Actual			6760	8%
2009	05710005BU	11.46	12.51	Non-Directional	Estimate			8110	
2008	05710005BU	11.46	12.51	Non-Directional	Actual			8150	13%
2007	05710005BU	11.46	12.51	Non-Directional	Actual			8720	
2006	05710005BU	11.46	12.51	Non-Directional	Actual			10060	
2005	05710005BU	11.46	12.51	Non-Directional	Actual			6700	

Subject: RE: Railroad traffic - Information Request
From: "Dispatcher" <dispatcher@gnrr.com>
Date: 5/31/2012 1:38 PM
To: "'Ken Cunefare'" <ken.cunefare@arpeggioacoustics.com>

Dear Sir,
1. Average number of trains is one train per 24 hour period, but this is subject to change depending on rail traffic.
2. Normally 3 locomotives per train, subject to change depending on rail traffic.
3. Normally 10 to 15 cars per train, subject to change depending on rail traffic.
4. 1 out of 10, subject to change depending on rail traffic.
5. 10 mph
6. Bolted rails.

Thanks,
GNRR Dispatcher and Customer Service / 678-384-6348
-----Original Message-----
From: Ken Cunefare [mailto:ken.cunefare@arpeggioacoustics.com]
Sent: Thursday, May 31, 2012 12:34 PM
To: GNRR Dispatcher
Subject: Railroad traffic - Information Request

I am performing a HUD Noise Assessment for a development property located within
3000' of a GNRR line in Ballground, GA.

The crossing ID number for the line of interest is:
340872C (Howell Bridge Road, Ball Ground, GA)

To complete the assessment, I need the following information:
1. Average number of trains in 24 hours
2. Average number of diesel locomotives per train
3. Average number of rail cars per train
4. Fraction of operations occurring at night (10 p.m. - 7 a.m.)
5. Average train speed
6. If the rails are bolted or welded

If possible, please e-mail the information to me.

Thank you.
--
Kenneth A. Cunefare, Ph.D.
Principal, Arpeggio Acoustic Consulting, LLC
(404) 216-7714 (cell)
(404) 806-6104 (fax)
http://www.arpeggioacoustics.com
ken.cunefare@arpeggioacoustics.com

AIRNAV.COM

Airports | Navaids | Airspace Fixes | Aviation Fuel | AIRBOSS | iPhone App
1905 users online LOGIN

KCNI Cherokee County Airport

(formerly 47A) Canton, Georgia, USA

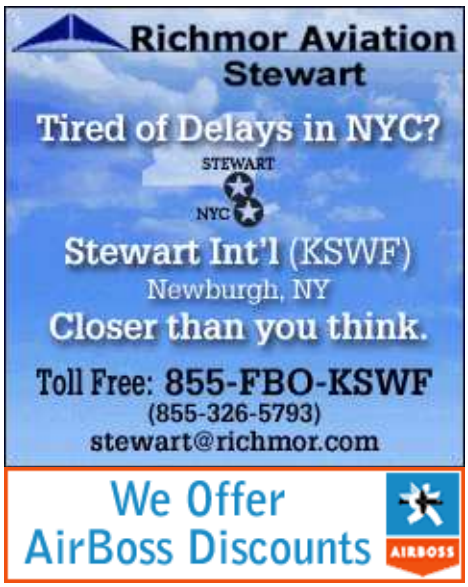
GOING TO CANTON?
Reserve a Hotel Room
Rent a Car
Enterprise rent-a-car Reserve Online
AVIS Reserve Online

FAA INFORMATION EFFECTIVE 31 MAY 2012

Loc | Ops | Rwys | IFR | FBO | Links
Com | Nav | Svcs | Stats | Notes

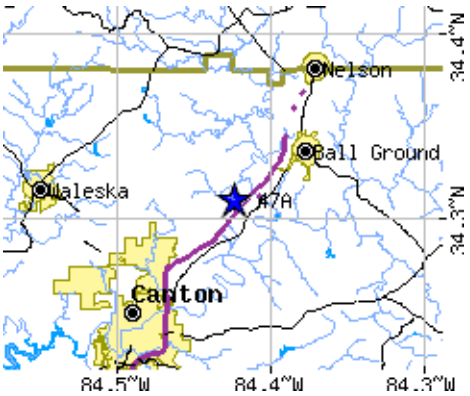
Location

FAA Identifier: CNI
Lat/Long: 34-18-43.9830N / 084-25-19.7600W
34-18.733050N / 084-25.329333W
34.3122175 / -84.4221556
(estimated)
Elevation: 1219 ft. / 371.6 m (surveyed)
Variation: 05W (2010)
From city: 6 miles NE of CANTON, GA
Time zone: UTC -4 (UTC -5 during Standard Time)
Zip code: 30107



Airport Operations

Airport use: Open to the public
Sectional chart: ATLANTA
Control tower: no
ARTCC: ATLANTA CENTER
FSS: MACON FLIGHT SERVICE STATION
NOTAMs facility: MCN (NOTAM-D service available)
Attendance: 0800-1800
Wind indicator: lighted
Segmented circle: yes
Lights: ACTVT MIRL RY 05/23 AND PAPI RYS 05 & 23 - CTAF.
Beacon: white-green (lighted land airport)
Operates sunset to sunrise.



Road maps at: MapQuest MapPoint Yahoo! Maps Google Rand McNally
Satellite photo at: TerraServer Virtual Earth

Aerial photo

Airport Communications

CTAF/UNICOM: 123.0
ATLANTA APPROACH: 121.0 [0645-2300]

ATLANTA DEPARTURE: 121.0 [0645-2300]
WX AWOS-3PT at JZP (9 nm N): 118.55 ((706) 253-9008)
WX AWOS-3 at 49A (20 nm N): 118.075 (706 276-4513)
WX AWOS-3 at RYY (20 nm SW): PHONE 770-425-3406

Nearby radio navigation aids

VOR radial/distance	VOR name	Freq	Var
PDKr349/26.9	PEACHTREE VOR/DME	116.60	02W
RMGr074/35.7	ROME VORTAC	115.40	01E

NDB name	Hdg/Dist	Freq	Var	ID
CHERO	047/4.8	415	05W	DJD -.. .--- -..
PICKENS COUNTY	172/8.8	285	04W	JZP .--- --.. .--.
CARTERSVILLE	076/21.9	308	04W	EVZ . ...- --..
CALHOUN	104/25.6	323	02W	OUK --- ..- -.-
FLOWERY BRANCH	287/26.4	365	03W	FKV ..-. -.- ...-
FLOYD	091/36.8	388	02W	OYD --- -.-- -..
WHITFIELD	141/38.6	400	03W	UWI ..- .-- ..

Airport Services

Fuel available: 100LL JET-A
Parking: hangars and tiedowns
Airframe service: MAJOR
Powerplant service: MAJOR
Bottled oxygen: NONE

Runway Information

Runway 5/23

Dimensions: 5001 x 75 ft. / 1524 x 23 m
Surface: asphalt, in good condition
Weight bearing capacity: Single wheel: 26.0
Runway edge lights: medium intensity

	RUNWAY 5	RUNWAY 23
Latitude:	34-18.425667N	34-19.040333N
Longitude:	084-25.660500W	084-24.998167W
Elevation:	1205.3 ft.	1190.2 ft.
Gradient:	0.4%	0.4%
Traffic pattern:	left	left
Runway heading:	047 magnetic, 042 true	227 magnetic, 222 true
Markings:	nonprecision, in good condition	nonprecision, in good condition

WARNING: Photo may not be current or correct

Photo taken 25-Sep-2011
looking south.

Do you have a better or more recent aerial photo of Cherokee County Airport that you would like to share? If so, please **send us your photo**.

Sectional chart

Airport distance calculator

Flying to Cherokee County Airport? Find the distance to fly.

From to KCNI
CALCULATE DISTANCE

Sunrise and sunset

Times for 31-May-2012

	Local (UTC-4)	Zulu (UTC)
Morning civil twilight	05:59	09:59
Sunrise	06:28	10:28
Sunset	20:43	00:43
Evening civil twilight	21:12	01:12

Current date and time

Zulu (UTC) 31-May-2012 18:36:05
Local (UTC-4) 31-May-2012 14:36:05

METAR

Visual slope indicator:	2-light PAPI on left (2.50 degrees glide path)	2-light PAPI on left (2.50 degrees glide path)
Touchdown point:	yes, no lights	yes, no lights
Obstructions:	34 ft. trees, 480 ft. from runway, 260 ft. left of centerline, 8:1 slope to clear +2 FT-5 FT BRUSH 75 FT-200 FT FM RY END, 60 FT LEFT.	none

Airport Ownership and Management from official FAA records

Ownership: Publicly-owned
Owner: CHEROKEE COUNTY AIRPORT AUTH.
PO BOX 5052
CANTON, GA 30114
Phone 678-454-2060
Manager: JIMMY GARLAND, FBO
S&S AVIATION, 1800 AIRPORT DRIVE
BALLGROUND, GA 30107
Phone 678-454-2090

Airport Operational Statistics

Aircraft based on the field: 88
Single engine airplanes: 69
Multi engine airplanes: 13
Jet airplanes: 1
Helicopters: 3
Ultralights: 2

Aircraft operations: avg 66/day *
56% local general aviation
44% transient general aviation
* for 12-month period ending 02 July 2011

Instrument Procedures

NOTE: All procedures below are presented as PDF files. If you need a reader for these files, you should download the free Adobe Reader.

NOT FOR NAVIGATION. Please procure official charts for flight.
FAA instrument procedures published for use between 31 May 2012 at 0901Z and 28 June 2012 at 0900Z.

STARs - Standard Terminal Arrivals

DIFFI ONE	download (185KB)
JRAMS TWO (RNAV)	download (205KB)

IAPs - Instrument Approach Procedures

RNAV (GPS) RWY 05	download (267KB)
RNAV (GPS) RWY 23	download (238KB)

KCNI 311755Z AUTO 00000KT 10SM CLR 29/19 A2990 RMK AO2 TSNO

KRYY 20nm SW 311747Z 19008KT 10SM SCT080 BKN150 30/16 A2989

TAF

KRYY 20nm SW 311738Z 3118/0118 19008KT P6SM SCT040 BKN150 FM312300 20005KT P6SM SCT070 FM010300 21004KT P6SM BKN070 PROB30 0103/0109 5SM SHRA BR BKN040 FM010900 23005KT P6SM VCSH BKN035 FM011200 22007KT P6SM -SHRA BKN025 PROB30 0112/0118 3SM TSRA BR BKN015CB

KMGE 24nm S 3113/0119 VRB06KT 9999 SCT170 QNH2983INS BECMG 3116/3117 18009KT 9999 SCT170 QNH2984INS BECMG 0107/0108 VRB06KT 9999 SCT060 QNH2982INS BECMG 0114/0115 16009KT 9000 -SHRA BKN060 QNH2980INS TEMPO 0116/0119 16010G15KT 8000 -TSRA BKN030CB T34/3118Z T20/3113Z

NOTAMs

Click for the latest **NOTAMs**
NOTAMs are issued by the DoD/FAA and will open in a separate window not controlled by AirNav.

NDB RWY 05	download (231KB)
NOTE: Special Alternate Minimums apply	download (25KB)
NOTE: Special Take-Off Minimums/Departure Procedures apply	download (115KB)

Other nearby airports with instrument procedures:

KJZP - Pickens County Airport (9 nm N)
KRYY - Cobb County Airport-Mc Collum Field (20 nm SW)
KVPC - Cartersville Airport (24 nm SW)
KMGE - Dobbins Air Reserve Base (24 nm S)
KPDK - Dekalb-Peachtree Airport (27 nm S)

FBO, Fuel Providers, and Aircraft Ground Support

Business Name	Contact	Services / Description	Fuel Prices	Comments
		no information available		
S&S Aviation	678-454-2090	If you are affiliated with S&S Aviation and would like to show here your services, contact info, web link, logo, and more, click here	100LL Jet A FS $6.00 $4.88 SS $5.65 $4.53 Updated 25-May-2012 FS=Full service SS=Self service UPDATE PRICES	★★★★★ 6 read write

Aviation Businesses, Services, and Facilities

Business Name	Contact	Services / Description	Comments
Superior Flight School	770-704-9931 [web site] [email]	Flight training, Aircraft rental, Pilot supplies, Flying club, Computerized weather, Internet access, Restrooms Cessna Pilot Center	not yet rated write

More info about Superior Flight School

Where to Stay: Hotels, Motels, Resorts, B&Bs, Campgrounds

In this space we feature lodging establishments that are convenient to the Cherokee County Airport. If your hotel/inn/B&B/resort is near the Cherokee County Airport, provides convenient transportation, or is otherwise attractive to pilots, flight crews, and airport users, consider listing it here.

FEATURE A LODGING ESTABLISHMENT

AirNav users who flew into KCNI have stayed at...

	Miles	Price ($)
COMFORT INN - CANTON	4.5	70-71
BEST WESTERN MOUNTAIN VILLA INN & SUITES	4.9	75-85

Other hotels near Cherokee County Airport

	Miles	Price ($)

Hotels in other cities near Cherokee County Airport

7 in Canton
4 in Cumming
3 in Jasper
28 in Alpharetta
4 in Woodstock
3 in Dawsonville

HOMESTEAD INN	4.4	44-48
HAMPTON INN ATLANTACANTON	4.9	104-129
HOLIDAY INN EXPRESS HOTEL & SUITES CANTON	4.9	89-109
DAYS INN - CANTON	5.9	60-61

Distances are approximate, and may vary depending on the actual route traveled and the location of the travel start on the airport.

Would you like to see your business listed on this page?

If your business provides an interesting product or service to pilots, flight crews, aircraft, or users of the Cherokee County Airport, you should consider listing it here. To start the listing process, click on the button below

ADD YOUR BUSINESS OR SERVICE

Other Pages about Cherokee County Airport

ADD A LINK

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APPENDIX G

Regulatory Search Information

JT Development
Old Canton Road
Ball Ground, GA 30107

Inquiry Number: 3312873.2s
April 30, 2012

The EDR Radius Map™ Report with GeoCheck®

EDR® Environmental Data Resources Inc

440 Wheelers Farms Road
Milford, CT 06461
Toll Free: 800.352.0050
www.edrnet.com

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SECTION	PAGE
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	7
Orphan Summary	13
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

Physical Setting Source Addendum	A-1
Physical Setting Source Summary	A-2
Physical Setting Source Map	A-7
Physical Setting Source Map Findings	A-8
Physical Setting Source Records Searched	A-18

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

OLD CANTON ROAD
BALL GROUND, GA 30107

COORDINATES

Latitude (North):	34.3278000 - 34° 19' 40.08''
Longitude (West):	84.3881000 - 84° 23' 17.16''
Universal Tranverse Mercator:	Zone 16
UTM X (Meters):	740308.8
UTM Y (Meters):	3801397.5
Elevation:	1005 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map:	34084-C4 BALL GROUND WEST, GA
Most Recent Revision:	1997

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from:	2009, 2010
Source:	USDA

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL---------- National Priority List

EXECUTIVE SUMMARY

Proposed NPL ---------- Proposed National Priority List Sites
NPL LIENS ---------- Federal Superfund Liens

Federal Delisted NPL site list

Delisted NPL ---------- National Priority List Deletions

Federal CERCLIS list

CERCLIS ---------- Comprehensive Environmental Response, Compensation, and Liability Information System
FEDERAL FACILITY ---------- Federal Facility Site Information listing

Federal CERCLIS NFRAP site List

CERC-NFRAP ---------- CERCLIS No Further Remedial Action Planned

Federal RCRA CORRACTS facilities list

CORRACTS ---------- Corrective Action Report

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF ---------- RCRA - Treatment, Storage and Disposal

Federal RCRA generators list

RCRA-LQG ---------- RCRA - Large Quantity Generators
RCRA-SQG ---------- RCRA - Small Quantity Generators
RCRA-CESQG ---------- RCRA - Conditionally Exempt Small Quantity Generator

Federal institutional controls / engineering controls registries

US ENG CONTROLS ---------- Engineering Controls Sites List
US INST CONTROL ---------- Sites with Institutional Controls

Federal ERNS list

ERNS ---------- Emergency Response Notification System

State- and tribal - equivalent CERCLIS

SHWS ---------- Hazardous Site Inventory
GA NON-HSI ---------- Non-Hazardous Site Inventory

State and tribal landfill and/or solid waste disposal site lists

SWF/LF ---------- Solid Waste Disposal Facilities

State and tribal leaking storage tank lists

INDIAN LUST ---------- Leaking Underground Storage Tanks on Indian Land

State and tribal registered storage tank lists

AST ---------- Above Ground Storage Tanks

INDIAN UST ---- Underground Storage Tanks on Indian Land
FEMA UST ---- Underground Storage Tank Listing

State and tribal institutional control / engineering control registries

INST CONTROL ---- Public Record List
AUL ---- Uniform Environmental Covenants

State and tribal voluntary cleanup sites

INDIAN VCP ---- Voluntary Cleanup Priority Listing
VIC ---- Voluntary Cleanup Program site

State and tribal Brownfields sites

BROWNFIELDS ---- Brownfields Public Record List

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS ---- A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

ODI ---- Open Dump Inventory
DEBRIS REGION 9 ---- Torres Martinez Reservation Illegal Dump Site Locations
HIST LF ---- Historical Landfills
SWRCY ---- Recycling Center Listing
INDIAN ODI ---- Report on the Status of Open Dumps on Indian Lands

Local Lists of Hazardous waste / Contaminated Sites

US CDL ---- Clandestine Drug Labs
DEL SHWS ---- Delisted Hazardous Site Inventory Listing
US HIST CDL ---- National Clandestine Laboratory Register

Local Land Records

LIENS 2 ---- CERCLA Lien Information
LUCIS ---- Land Use Control Information System

Records of Emergency Release Reports

HMIRS ---- Hazardous Materials Information Reporting System
SPILLS ---- Spills Information

Other Ascertainable Records

RCRA-NonGen ---- RCRA - Non Generators
DOT OPS ---- Incident and Accident Data
DOD ---- Department of Defense Sites
FUDS ---- Formerly Used Defense Sites
CONSENT ---- Superfund (CERCLA) Consent Decrees

ROD	Records Of Decision
UMTRA	Uranium Mill Tailings Sites
MINES	Mines Master Index File
TRIS	Toxic Chemical Release Inventory System
TSCA	Toxic Substances Control Act
FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)
HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing
SSTS	Section 7 Tracking Systems
ICIS	Integrated Compliance Information System
PADS	PCB Activity Database System
MLTS	Material Licensing Tracking System
RADINFO	Radiation Information Database
FINDS	Facility Index System/Facility Registry System
RAATS	RCRA Administrative Action Tracking System
NPDES	NPDES Wastewater Permit List
DRYCLEANERS	Drycleaner Database
AIRS	Permitted Facility and Emissions Listing
TIER 2	Tier 2 Data Listing
INDIAN RESERV	Indian Reservations
SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing
PCB TRANSFORMER	PCB Transformer Registration Database
COAL ASH EPA	Coal Combustion Residues Surface Impoundments List
FINANCIAL ASSURANCE	Financial Assurance Information Listing
COAL ASH	Coal Ash Disposal Site Listing
COAL ASH DOE	Sleam-Electric Plan Operation Data

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants	EDR Proprietary Manufactured Gas Plants

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.
Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

State and tribal leaking storage tank lists

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported

leaking underground storage tank incidents. The data come from the Department of Natural Resources' Confirmed Release List.

A review of the LUST list, as provided by EDR, and dated 01/11/2012 has revealed that there is 1 LUST site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CHEROKEE ELEMENTARY SCHOOL I	145 OLD CANTON RD	NE 1/8 - 1/4 (0.164 mi.)	A2	11

State and tribal registered storage tank lists

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Natural Resources' Underground Storage Tank Database.

A review of the UST list, as provided by EDR, and dated 03/08/2012 has revealed that there are 2 UST sites within approximately 0.25 miles of the target property.

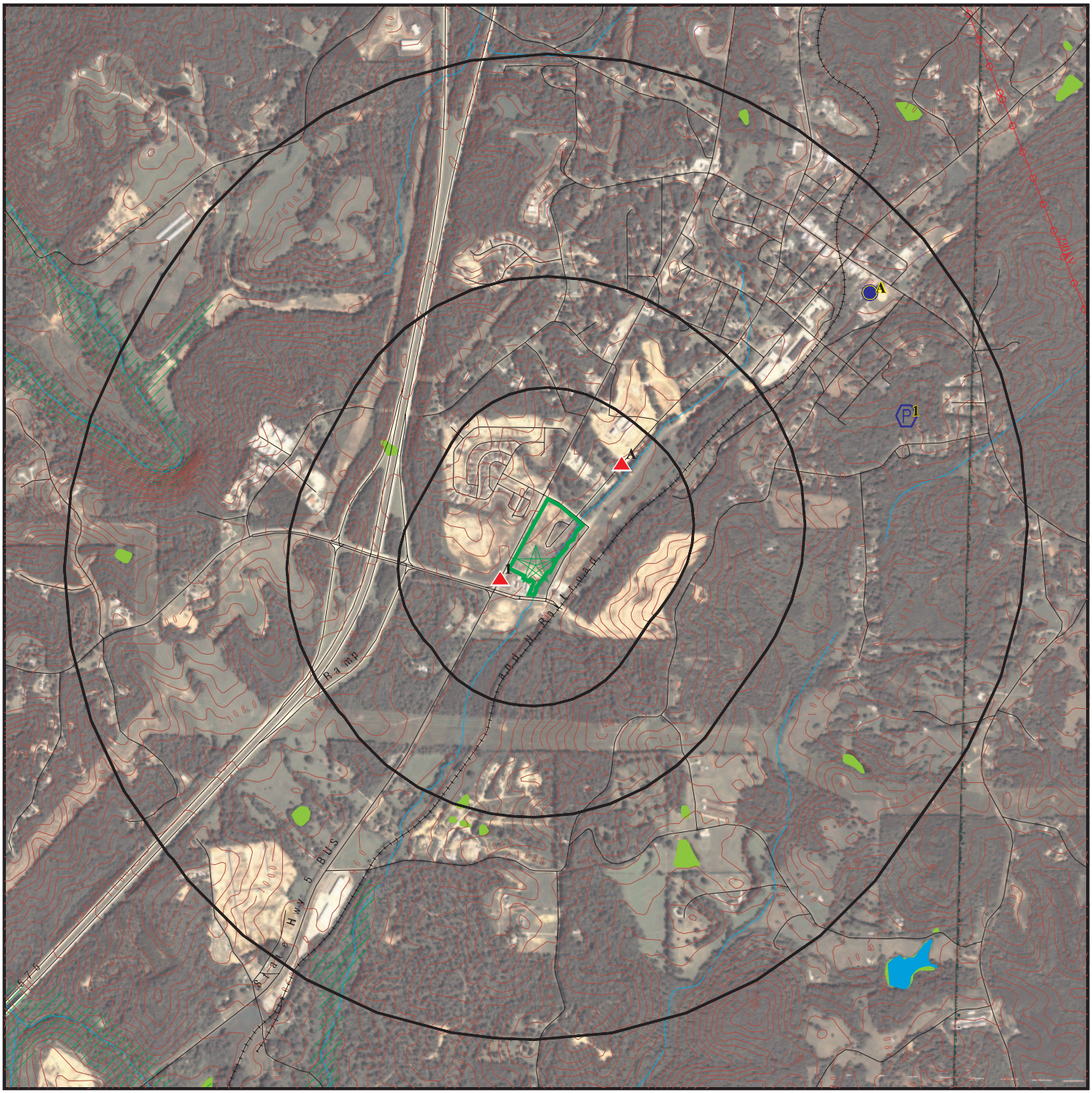
Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
MOUNTAIN EXPRESS #109	***155 E HOWELL BRIDGE RD***	***WSW 0 - 1/8 (0.030 mi.)***	***1***	***7***
CHEROKEE ELEMENTARY SCHOOL I	***145 OLD CANTON RD***	***NE 1/8 - 1/4 (0.164 mi.)***	***A3***	***11***

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped. Count: 8 records.

Site Name	Database(s)
FORMER GAS STATION	LUST, UST, FINANCIAL ASSURANCE
R C JONES GROCERY	LUST, UST, FINANCIAL ASSURANCE
EDWARD ALLEN BURY PIT	SWF/LF
ROPER TIRE SALES & SERVICE	AST
COUNTRY CUPBOARD #22	AST
COUNTRY CUPBOARD #22	RCRA-NonGen, FINDS
WILBANKS NJ	RCRA-NonGen, FINDS
LAFARGE NORTH AMERICA, INC.	MINES

OVERVIEW MAP - 3312873.2s



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Power transmission lines
- Oil & Gas pipelines from USGS
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME:	JT Development	CLIENT:	Maxis Engineering LLC
ADDRESS:	Old Canton Road Ball Ground GA 30107	CONTACT:	Rebecca King Donnelly
LAT/LONG:	34.3278 / 84.3881	INQUIRY #:	3312873.2s
		DATE:	April 30, 2012 12:59 pm

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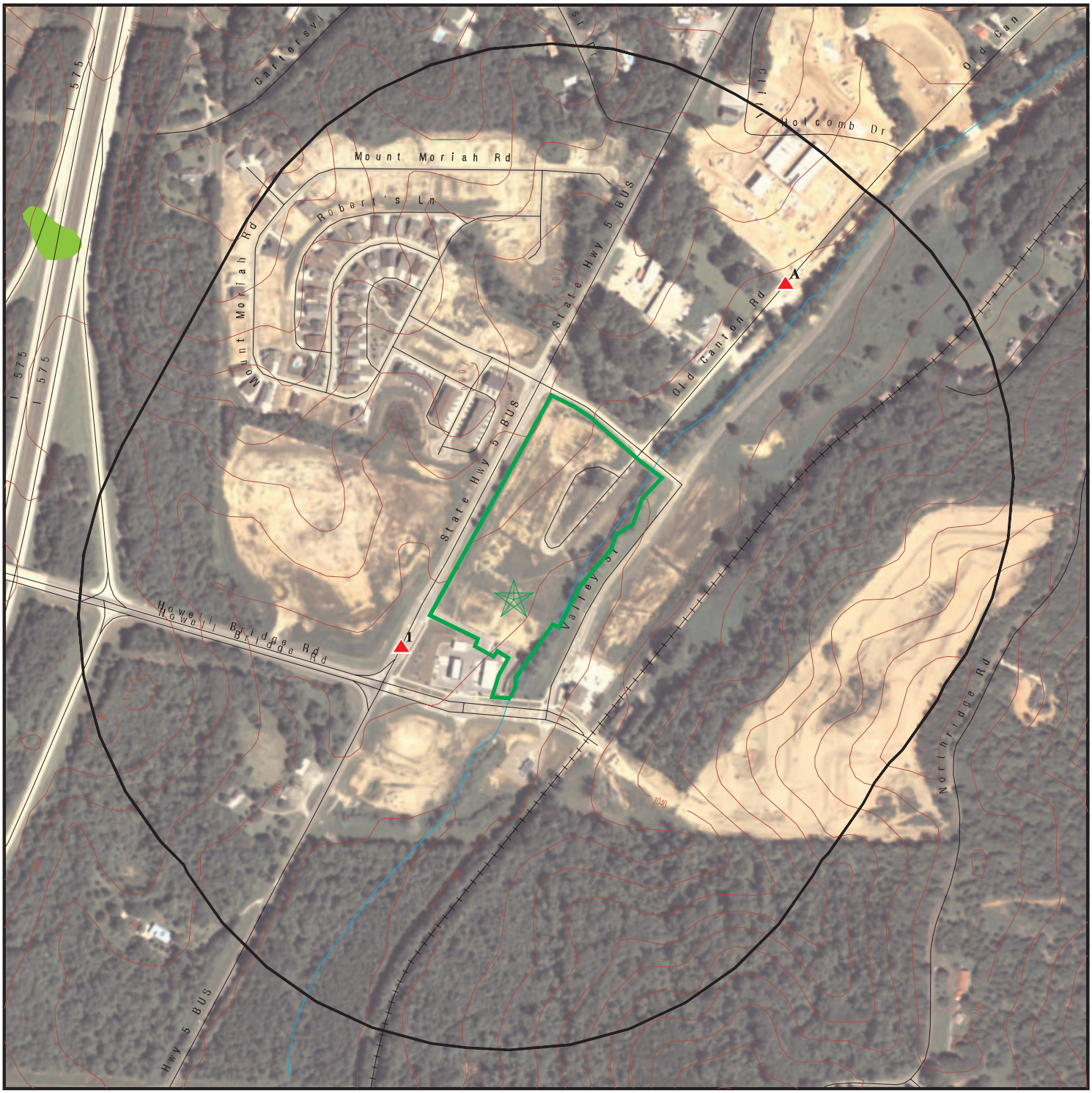
DETAIL MAP - 3312873.2s



- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Manufactured Gas Plants
- Sensitive Receptors
- National Priority List Sites
- Dept. Defense Sites
- Indian Reservations BIA
- Oil & Gas pipelines from USGS
- 100-year flood zone
- 500-year flood zone
- National Wetland Inventory

0 1/16 1/8 1/4 Miles

This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: JT Development	CLIENT: Maxis Engineering LLC
ADDRESS: Old Canton Road Ball Ground GA 30107	CONTACT: Rebecca King Donnelly
LAT/LONG: 34.3278 / 84.3881	INQUIRY #: 3312873.2s DATE: April 30, 2012 1:00 pm

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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
CERCLIS	0.500		0	0	0	NR	NR	0
FEDERAL FACILITY	1.000		0	0	0	0	NR	0
Federal CERCLIS NFRAP site List								
CERC-NFRAP	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	0	NR	NR	NR	0
Federal institutional controls / engineering controls registries								
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equivalent CERCLIS								
SHWS	1.000		0	0	0	0	NR	0
GA NON-HSI	1.000		0	0	0	0	NR	0
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LUST	0.500		0	1	0	NR	NR	1
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
UST	0.250		1	1	NR	NR	NR	2

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
INST CONTROL	0.500		0	0	0	NR	NR	0
AUL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
INDIAN VCP	0.500		0	0	0	NR	NR	0
VIC	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
HIST LF	0.500		0	0	0	NR	NR	0
SWRCY	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US CDL	TP		NR	NR	NR	NR	NR	0
DEL SHWS	1.000		0	0	0	0	NR	0
US HIST CDL	TP		NR	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
LUCIS	0.500		0	0	0	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA-NonGen	0.250		0	0	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
DOD	1.000		0	0	0	0	NR	0
FUDS	1.000		0	0	0	0	NR	0
CONSENT	1.000		0	0	0	0	NR	0
ROD	1.000		0	0	0	0	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
UMTRA	0.500		0	0	0	NR	NR	0
MINES	0.250		0	0	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
AIRS	TP		NR	NR	NR	NR	NR	0
TIER 2	TP		NR	NR	NR	NR	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
FINANCIAL ASSURANCE	TP		NR	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants	1.000		0	0	0	0	NR	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

1
WSW
< 1/8
0.030 mi.
157 ft.

MOUNTAIN EXPRESS #109
155 E HOWELL BRIDGE RD
BALL GROUND, GA 30107

UST **U004117172**
FINANCIAL ASSURANCE **N/A**

Relative:
Higher

Actual:
1012 ft.

Facility:

Facility Id:	10001370
Facility Status:	Active
Facility Type:	Gas Station
District:	PIRT 1
Contact Id:	59192
Owner Name:	MOUNTAIN EXPRESS/EMPIRE
Owner Address:	119 MIRRAMONT LAKE DR
Owner City:	WOODSTOCK
Owner State:	GA
Owner Zip:	30189
Owner City,St,Zip:	WOODSTOCK, GA 30189
Owner Telephone:	770-517-5776

Tanks:

Facility ID:	10001370
Tank ID:	1
Status Date:	01/12/2007
Status:	**Currently In Use**
Product1:	Gas
Material:	Composite
Capacity:	12000
Pipe Material:	Fiberglass Reinforced Plastic
Pipe Type:	Pressure
Overfill Protection:	No
Overfill Installed:	01/17/2007
Tank Exempt From Spill:	No
Date Spill Device Installed:	01/17/2007

Facility ID:	10001370
Tank ID:	1
Status Date:	01/12/2007
Status:	**Installed**
Product1:	Gas
Material:	Composite
Capacity:	12000
Pipe Material:	Fiberglass Reinforced Plastic
Pipe Type:	Pressure
Overfill Protection:	No
Overfill Installed:	01/17/2007
Tank Exempt From Spill:	No
Date Spill Device Installed:	01/17/2007

Facility ID:	10001370
Tank ID:	2
Status Date:	01/12/2007
Status:	**Currently In Use**
Product1:	Gas
Material:	Composite
Capacity:	6000
Pipe Material:	Fiberglass Reinforced Plastic

MOUNTAIN EXPRESS #109 (Continued) **U004117172**

Pipe Type:	Pressure
Overfill Protection:	No
Overfill Installed:	01/17/2007
Tank Exempt From Spill:	No
Date Spill Device Installed:	01/17/2007

Facility ID:	10001370
Tank ID:	2
Status Date:	01/12/2007
Status:	**Installed**
Product1:	Gas
Material:	Composite
Capacity:	6000
Pipe Material:	Fiberglass Reinforced Plastic
Pipe Type:	Pressure
Overfill Protection:	No
Overfill Installed:	01/17/2007
Tank Exempt From Spill:	No
Date Spill Device Installed:	01/17/2007

Facility ID:	10001370
Tank ID:	3
Status Date:	01/12/2007
Status:	**Currently In Use**
Product1:	Diesel
Material:	Composite
Capacity:	6000
Pipe Material:	Fiberglass Reinforced Plastic
Pipe Type:	Pressure
Overfill Protection:	No
Overfill Installed:	01/17/2007
Tank Exempt From Spill:	No
Date Spill Device Installed:	01/17/2007

Facility ID:	10001370
Tank ID:	3
Status Date:	01/12/2007
Status:	**Installed**
Product1:	Diesel
Material:	Composite
Capacity:	6000
Pipe Material:	Fiberglass Reinforced Plastic
Pipe Type:	Pressure
Overfill Protection:	No
Overfill Installed:	01/17/2007
Tank Exempt From Spill:	No
Date Spill Device Installed:	01/17/2007

Facility ID:	10001370
Tank ID:	4
Status Date:	01/12/2007
Status:	**Currently In Use**
Product1:	Diesel

MOUNTAIN EXPRESS #109 (Continued) **U004117172**

Material: Composite
Capacity: 4000
Pipe Material: Fiberglass Reinforced Plastic
Pipe Type: Pressure
Overfill Protection: No
Overfill Installed: 01/17/2007
Tank Exempt From Spill: No
Date Spill Device Installed: 01/17/2007

Facility ID: 10001370
Tank ID: 4
Status Date: 01/12/2007
Status: **Installed**
Product1: Diesel
Material: Composite
Capacity: 4000
Pipe Material: Fiberglass Reinforced Plastic
Pipe Type: Pressure
Overfill Protection: No
Overfill Installed: 01/17/2007
Tank Exempt From Spill: No
Date Spill Device Installed: 01/17/2007

Facility ID: 10001370
Tank ID: 5
Status Date: 01/12/2007
Status: **Currently In Use**
Product1: Gas
Material: Composite
Capacity: 2000
Pipe Material: Fiberglass Reinforced Plastic
Pipe Type: Suction: No Valve At The Tank
Overfill Protection: No
Overfill Installed: 01/17/2007
Tank Exempt From Spill: No
Date Spill Device Installed: 01/17/2007

Facility ID: 10001370
Tank ID: 5
Status Date: 01/12/2007
Status: **Installed**
Product1: Gas
Material: Composite
Capacity: 2000
Pipe Material: Fiberglass Reinforced Plastic
Pipe Type: Suction: No Valve At The Tank
Overfill Protection: No
Overfill Installed: 01/17/2007
Tank Exempt From Spill: No
Date Spill Device Installed: 01/17/2007

Facility ID: 10001370
Tank ID: 5

MOUNTAIN EXPRESS #109 (Continued) **U004117172**

Status Date:	02/20/2012
Status:	**Temporarily Out Of Use**
Product1:	Gas
Material:	Composite
Capacity:	2000
Pipe Material:	Fiberglass Reinforced Plastic
Pipe Type:	Suction: No Valve At The Tank
Overfill Protection:	No
Overfill Installed:	01/17/2007
Tank Exempt From Spill:	No
Date Spill Device Installed:	01/17/2007

Facility ID:	10001370
Tank ID:	6
Status Date:	01/12/2007
Status:	**Currently In Use**
Product1:	Kerosene
Material:	Composite
Capacity:	2000
Pipe Material:	Fiberglass Reinforced Plastic
Pipe Type:	Suction: No Valve At The Tank
Overfill Protection:	No
Overfill Installed:	01/17/2007
Tank Exempt From Spill:	No
Date Spill Device Installed:	01/17/2007

Facility ID:	10001370
Tank ID:	6
Status Date:	01/12/2007
Status:	**Installed**
Product1:	Kerosene
Material:	Composite
Capacity:	2000
Pipe Material:	Fiberglass Reinforced Plastic
Pipe Type:	Suction: No Valve At The Tank
Overfill Protection:	No
Overfill Installed:	01/17/2007
Tank Exempt From Spill:	No
Date Spill Device Installed:	01/17/2007

GA FINANCIAL ASSURANCE:

Region:	1
Facility ID:	10001370
Financial Responsiblity:	Insurance

A2 **CHEROKEE ELEMENTARY SCHOOL I** **LUST** **S110591022**
NE **145 OLD CANTON RD** **N/A**
1/8-1/4 **BALL GROUND, GA 30107**
0.164 mi.
864 ft. **Site 1 of 2 in cluster A**

Relative:
Higher

Actual:
1018 ft.

LUST:

Facility ID:	10001861
Leak ID:	1
Description:	Confirmed Release Received
Cleanup Status:	NFA - No Further Action
Date Received:	06/01/2010
Project Officer:	Wallace,Ronald J

A3 **CHEROKEE ELEMENTARY SCHOOL I** **UST** **U004188244**
NE **145 OLD CANTON RD** **FINANCIAL ASSURANCE** **N/A**
1/8-1/4 **BALL GROUND, GA 30107**
0.164 mi.
864 ft. **Site 2 of 2 in cluster A**

Relative:
Higher

Actual:
1018 ft.

Facility:

Facility Id:	10001861
Facility Status:	Closed
Facility Type:	Educational
District:	PIRT 1
Contact Id:	57978
Owner Name:	CHEROKEE COUNTY
Owner Address:	200 MOUNTAIN BROOK CT STE D 103
Owner City:	CANTON
Owner State:	GA
Owner Zip:	30115
Owner City,St,Zip:	CANTON, GA 30115
Owner Telephone:	770-479-4268

Tanks:

Facility ID:	10001861
Tank ID:	1
Status Date:	Not reported
Status:	**Installed Date Unknown**
Product1:	Diesel
Material:	Bare Steel
Capacity:	500
Pipe Material:	Unknown
Pipe Type:	NULL
Overfill Protection:	No
Overfill Installed:	Not reported
Tank Exempt From Spill:	No
Date Spill Device Installed:	Not reported

Facility ID:	10001861
Tank ID:	1
Status Date:	05/19/2010
Status:	**Removed From Ground**
Product1:	Diesel
Material:	Bare Steel
Capacity:	500
Pipe Material:	Unknown
Pipe Type:	NULL

CHEROKEE ELEMENTARY SCHOOL I (Continued) **U004188244**

Overfill Protection: No
Overfill Installed: Not reported
Tank Exempt From Spill: No
Date Spill Device Installed: Not reported

GA FINANCIAL ASSURANCE:
Region: 1
Facility ID: 10001861
Financial Responsiblity: None

Count: 8 records. ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
BALL GROUND	A100328861	ROPER TIRE SALES & SERVICE	RT 4 N	30107	AST
BALL GROUND	U003728028	FORMER GAS STATION	9968 HWY 5	30107	LUST, UST, FINANCIAL ASSURANCE
BALL GROUND	A100328889	COUNTRY CUPBOARD #22	HWY 5 S & HWY 372	30107	AST
BALL GROUND	U004141608	R C JONES GROCERY	8051 HWY 5	30107	LUST, UST, FINANCIAL ASSURANCE
BALL GROUND	1004686888	COUNTRY CUPBOARD #22	HWY 5 SOUTH	30107	RCRA-NonGen, FINDS
BALL GROUND	S107666185	EDWARD ALLEN BURY PIT	YELLOW CREEK RD		SWF/LF
BALLGROUND	1004688032	WILBANKS NJ	846 BALLGROUND HWY	30107	RCRA-NonGen, FINDS
CHEROKEE COUNTY	M300006567	LAFARGE NORTH AMERICA, INC.	BALL GROUND QUARRY		MINES

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Federal NPL site list

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 09/07/2011
Date Data Arrived at EDR: 10/12/2011
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 141

Source: EPA
Telephone: N/A
Last EDR Contact: 04/05/2012
Next Scheduled EDR Contact: 07/23/2012
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources:

EPA's Environmental Photographic Interpretation Center (EPIC)
Telephone: 202-564-7333

EPA Region 1
Telephone 617-918-1143

EPA Region 6
Telephone: 214-655-6659

EPA Region 3
Telephone 215-814-5418

EPA Region 7
Telephone: 913-551-7247

EPA Region 4
Telephone 404-562-8033

EPA Region 8
Telephone: 303-312-6774

EPA Region 5
Telephone 312-886-6686

EPA Region 9
Telephone: 415-947-4246

EPA Region 10
Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 09/07/2011
Date Data Arrived at EDR: 10/12/2011
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 141

Source: EPA
Telephone: N/A
Last EDR Contact: 04/05/2012
Next Scheduled EDR Contact: 07/23/2012
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991
Date Data Arrived at EDR: 02/02/1994
Date Made Active in Reports: 03/30/1994
Number of Days to Update: 56

Source: EPA
Telephone: 202-564-4267
Last EDR Contact: 08/15/2011
Next Scheduled EDR Contact: 11/28/2011
Data Release Frequency: No Update Planned

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Federal Delisted NPL site list

DELISTED NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 09/07/2011
Date Data Arrived at EDR: 10/12/2011
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 141

Source: EPA
Telephone: N/A
Last EDR Contact: 04/05/2012
Next Scheduled EDR Contact: 07/23/2012
Data Release Frequency: Quarterly

Federal CERCLIS list

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System

CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 12/27/2011
Date Data Arrived at EDR: 02/27/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 14

Source: EPA
Telephone: 703-412-9810
Last EDR Contact: 04/05/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Quarterly

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 12/10/2010
Date Data Arrived at EDR: 01/11/2011
Date Made Active in Reports: 02/16/2011
Number of Days to Update: 36

Source: Environmental Protection Agency
Telephone: 703-603-8704
Last EDR Contact: 04/12/2012
Next Scheduled EDR Contact: 07/23/2012
Data Release Frequency: Varies

Federal CERCLIS NFRAP site List

CERCLIS-NFRAP: CERCLIS No Further Remedial Action Planned

Archived sites are sites that have been removed and archived from the inventory of CERCLIS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list this site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. This decision does not necessarily mean that there is no hazard associated with a given site; it only means that, based upon available information, the location is not judged to be a potential NPL site.

Date of Government Version: 12/28/2011
Date Data Arrived at EDR: 02/27/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 14

Source: EPA
Telephone: 703-412-9810
Last EDR Contact: 04/05/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Quarterly

Federal RCRA CORRACTS facilities list

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 08/19/2011
Date Data Arrived at EDR: 08/31/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 132

Source: EPA
Telephone: 800-424-9346
Last EDR Contact: 02/13/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: Quarterly

Federal RCRA non-CORRACTS TSD facilities list

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 11/10/2011
Date Data Arrived at EDR: 01/05/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 04/04/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Quarterly

Federal RCRA generators list

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 11/10/2011
Date Data Arrived at EDR: 01/05/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 04/04/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 11/10/2011
Date Data Arrived at EDR: 01/05/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 04/04/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Quarterly

RCRA-CESQG: RCRA - Conditionally Exempt Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Conditionally exempt small quantity generators (CESQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 11/10/2011
Date Data Arrived at EDR: 01/05/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 04/04/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Varies

Federal institutional controls / engineering controls registries

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 12/30/2011
Date Data Arrived at EDR: 12/30/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 03/12/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Varies

US INST CONTROL: Sites with Institutional Controls

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 12/30/2011
Date Data Arrived at EDR: 12/30/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 11

Source: Environmental Protection Agency
Telephone: 703-603-0695
Last EDR Contact: 03/12/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 10/03/2011
Date Data Arrived at EDR: 10/04/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 38

Source: National Response Center, United States Coast Guard
Telephone: 202-267-2180
Last EDR Contact: 04/03/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Annually

State- and tribal - equivalent CERCLIS

SHWS: Hazardous Site Inventory

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 07/01/2011
Date Data Arrived at EDR: 07/21/2011
Date Made Active in Reports: 08/09/2011
Number of Days to Update: 19

Source: Department of Environmental Protection
Telephone: 404-657-8600
Last EDR Contact: 04/02/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Annually

NON HSI: Non-Hazardous Site Inventory

This list was obtained by EDR in 1998 and contains property listings that have reported contamination of soil or groundwater under the Georgia Hazardous Site Response Act (HSRA). These sites were not placed on the Georgia Priority list (Hazardous Site Inventory or HSI) because their hazard evaluation scores did not exceed the threshold levels established for sites posing an imminent threat to health or the environment. Disclaimer provided by Rindt-McDuff Associates - the database information has been obtained from publicly available sources produced by other entities. While reasonable steps have been taken to insure the accuracy of the data, RMA does not guarantee the accuracy of the data. No claim is made for the actual existence of pollution at any site. This data does not constitute a legal opinion.

Date of Government Version: 01/12/2012
Date Data Arrived at EDR: 01/13/2012
Date Made Active in Reports: 02/17/2012
Number of Days to Update: 35

Source: Rindt-McDuff Associates, Inc.
Telephone: N/A
Last EDR Contact: 03/16/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Annually

State and tribal landfill and/or solid waste disposal site lists

SWF/LF: Solid Waste Disposal Facilities

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 03/04/2011
Date Data Arrived at EDR: 05/11/2011
Date Made Active in Reports: 06/23/2011
Number of Days to Update: 43

Source: Department of Natural Resources
Telephone: 404-362-2696
Source: Center for GIS, Georgia Institute of Technology
Telephone: 404-385-0900
Last EDR Contact: 02/10/2012
Next Scheduled EDR Contact: 05/21/2012
Data Release Frequency: Semi-Annually

State and tribal leaking storage tank lists

LUST: List of Leaking Underground Storage Tanks

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 01/11/2012
Date Data Arrived at EDR: 03/21/2012
Date Made Active in Reports: 04/10/2012
Number of Days to Update: 20

Source: Environmental Protection Division
Telephone: 404-362-2687
Last EDR Contact: 03/21/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Quarterly

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 12/14/2011
Date Data Arrived at EDR: 12/15/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 26

Source: EPA Region 4
Telephone: 404-562-8677
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Semi-Annually

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 12/05/2011
Date Data Arrived at EDR: 12/07/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 34

Source: Environmental Protection Agency
Telephone: 415-972-3372
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Quarterly

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 11/02/2011
Date Data Arrived at EDR: 11/04/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 7

Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Quarterly

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 10/01/2011
Date Data Arrived at EDR: 11/01/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 10
Source: EPA Region 1
Telephone: 617-918-1313
Last EDR Contact: 02/03/2012
Next Scheduled EDR Contact: 05/14/2012
Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 09/12/2011
Date Data Arrived at EDR: 09/13/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 59
Source: EPA Region 6
Telephone: 214-665-6597
Last EDR Contact: 04/23/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 11/01/2011
Date Data Arrived at EDR: 11/21/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 50
Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land
LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 08/18/2011
Date Data Arrived at EDR: 08/19/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 25
Source: EPA Region 8
Telephone: 303-312-6271
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Quarterly

State and tribal registered storage tank lists

UST: Underground Storage Tank Database
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 03/08/2012
Date Data Arrived at EDR: 03/16/2012
Date Made Active in Reports: 04/11/2012
Number of Days to Update: 26
Source: Environmental Protection Division
Telephone: 404-362-2687
Last EDR Contact: 03/16/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Annually

AST: Above Ground Storage Tanks
A listing of LP gas tank site locations.

Date of Government Version: 03/06/2012
Date Data Arrived at EDR: 03/06/2012
Date Made Active in Reports: 04/11/2012
Number of Days to Update: 36
Source: Office of Insurance & Safety Fire Commissioner
Telephone: 404-656-5875
Last EDR Contact: 02/27/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land
The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 07/01/2011
Date Data Arrived at EDR: 08/26/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 18

Source: EPA Region 5
Telephone: 312-886-6136
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 05/10/2011
Date Data Arrived at EDR: 05/11/2011
Date Made Active in Reports: 06/14/2011
Number of Days to Update: 34

Source: EPA Region 6
Telephone: 214-665-7591
Last EDR Contact: 04/23/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Semi-Annually

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 12/14/2011
Date Data Arrived at EDR: 12/15/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 26

Source: EPA Region 4
Telephone: 404-562-9424
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Semi-Annually

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 11/28/2011
Date Data Arrived at EDR: 11/29/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 42

Source: EPA Region 9
Telephone: 415-972-3368
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Quarterly

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 08/18/2011
Date Data Arrived at EDR: 08/19/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 25

Source: EPA Region 8
Telephone: 303-312-6137
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Quarterly

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/01/2011
Date Data Arrived at EDR: 11/01/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 10

Source: EPA, Region 1
Telephone: 617-918-1313
Last EDR Contact: 02/03/2012
Next Scheduled EDR Contact: 05/14/2012
Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 11/02/2011
Date Data Arrived at EDR: 11/04/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 7
Source: EPA Region 10
Telephone: 206-553-2857
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Quarterly

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 11/01/2011
Date Data Arrived at EDR: 11/21/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 50
Source: EPA Region 7
Telephone: 913-551-7003
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Varies

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 01/01/2010
Date Data Arrived at EDR: 02/16/2010
Date Made Active in Reports: 04/12/2010
Number of Days to Update: 55
Source: FEMA
Telephone: 202-646-5797
Last EDR Contact: 04/10/2012
Next Scheduled EDR Contact: 07/30/2012
Data Release Frequency: Varies

State and tribal institutional control / engineering control registries

AUL: Uniform Environmental Covenants

A list of environmental covenants

Date of Government Version: 12/08/2010
Date Data Arrived at EDR: 01/06/2012
Date Made Active in Reports: 01/30/2012
Number of Days to Update: 24
Source: Department of Natural Resources
Telephone: 404-657-8600
Last EDR Contact: 02/17/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: Varies

INST CONTROL: Public Record List

Sites on the Public Record Listing that have institutional controls or limitations on use are sites with Risk Reduction Standards of 3, 4, and 5.

Date of Government Version: 10/27/2011
Date Data Arrived at EDR: 11/17/2011
Date Made Active in Reports: 12/14/2011
Number of Days to Update: 27
Source: Department of Natural Resources
Telephone: 404-657-8600
Last EDR Contact: 02/17/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: Varies

State and tribal voluntary cleanup sites

VCP: Voluntary Cleanup Program site

Georgia?s Voluntary Remediation Program Act was created to encourage voluntary investigation and remediation of contaminated properties.

Date of Government Version: 01/01/2012
Date Data Arrived at EDR: 03/06/2012
Date Made Active in Reports: 04/10/2012
Number of Days to Update: 35
Source: DNR
Telephone: 404-657-8600
Last EDR Contact: 03/06/2012
Next Scheduled EDR Contact: 06/18/2012
Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008
Date Data Arrived at EDR: 04/22/2008
Date Made Active in Reports: 05/19/2008
Number of Days to Update: 27

Source: EPA, Region 7
Telephone: 913-551-7365
Last EDR Contact: 04/20/2009
Next Scheduled EDR Contact: 07/20/2009
Data Release Frequency: Varies

INDIAN VCP R1: Voluntary Cleanup Priority Listing
A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 08/04/2011
Date Data Arrived at EDR: 10/04/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 38

Source: EPA, Region 1
Telephone: 617-918-1102
Last EDR Contact: 04/03/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Varies

State and tribal Brownfields sites

BROWNFIELDS: Brownfields Public Record List
The Brownfields Public Record lists properties where response actions under the Georgia Hazardous Site Reuse and Redevelopment Act are planned, ongoing or completed.

Date of Government Version: 10/27/2011
Date Data Arrived at EDR: 11/17/2011
Date Made Active in Reports: 12/14/2011
Number of Days to Update: 27

Source: Department of Natural Resources
Telephone: 404-657-8600
Last EDR Contact: 02/17/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: Varies

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites
Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 06/27/2011
Date Data Arrived at EDR: 06/27/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 78

Source: Environmental Protection Agency
Telephone: 202-566-2777
Last EDR Contact: 04/03/2012
Next Scheduled EDR Contact: 07/09/2012
Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

ODI: Open Dump Inventory
An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985
Date Data Arrived at EDR: 08/09/2004
Date Made Active in Reports: 09/17/2004
Number of Days to Update: 39

Source: Environmental Protection Agency
Telephone: 800-424-9346
Last EDR Contact: 06/09/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations
A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009
Date Data Arrived at EDR: 05/07/2009
Date Made Active in Reports: 09/21/2009
Number of Days to Update: 137
Source: EPA, Region 9
Telephone: 415-947-4219
Last EDR Contact: 03/26/2012
Next Scheduled EDR Contact: 07/09/2012
Data Release Frequency: No Update Planned

SWRCY: Recycling Center Listing
A listing of recycling facility locations.

Date of Government Version: 03/14/2012
Date Data Arrived at EDR: 03/15/2012
Date Made Active in Reports: 04/10/2012
Number of Days to Update: 26
Source: Department of Community Affairs
Telephone: 404-679-1598
Last EDR Contact: 04/11/2012
Next Scheduled EDR Contact: 07/12/2012
Data Release Frequency: Varies

HIST LF: Historical Landfills
Landfills that were closed many years ago.

Date of Government Version: 01/15/2003
Date Data Arrived at EDR: 01/20/2004
Date Made Active in Reports: 02/06/2004
Number of Days to Update: 17
Source: Department of Natural Resources
Telephone: 404-362-2696
Last EDR Contact: 01/20/2004
Next Scheduled EDR Contact: N/A
Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands
Location of open dumps on Indian land.

Date of Government Version: 12/31/1998
Date Data Arrived at EDR: 12/03/2007
Date Made Active in Reports: 01/24/2008
Number of Days to Update: 52
Source: Environmental Protection Agency
Telephone: 703-308-8245
Last EDR Contact: 02/06/2012
Next Scheduled EDR Contact: 05/21/2012
Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US CDL: Clandestine Drug Labs
A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 10/07/2011
Date Data Arrived at EDR: 12/09/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 32
Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 03/06/2012
Next Scheduled EDR Contact: 06/18/2012
Data Release Frequency: Quarterly

DEL SHWS: Delisted Hazardous Site Inventory Listing
A listing of sites delisted from the Hazardous Site Inventory.

Date of Government Version: 07/01/2011
Date Data Arrived at EDR: 07/21/2011
Date Made Active in Reports: 08/09/2011
Number of Days to Update: 19
Source: Department of Natural Resources
Telephone: 404-657-8636
Last EDR Contact: 04/02/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Annually

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 09/01/2007
Date Data Arrived at EDR: 11/19/2008
Date Made Active in Reports: 03/30/2009
Number of Days to Update: 131

Source: Drug Enforcement Administration
Telephone: 202-307-1000
Last EDR Contact: 03/23/2009
Next Scheduled EDR Contact: 06/22/2009
Data Release Frequency: No Update Planned

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 09/09/2011
Date Data Arrived at EDR: 09/16/2011
Date Made Active in Reports: 09/29/2011
Number of Days to Update: 13

Source: Environmental Protection Agency
Telephone: 202-564-6023
Last EDR Contact: 04/30/2012
Next Scheduled EDR Contact: 08/13/2012
Data Release Frequency: Varies

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 12/09/2005
Date Data Arrived at EDR: 12/11/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 31

Source: Department of the Navy
Telephone: 843-820-7326
Last EDR Contact: 04/03/2012
Next Scheduled EDR Contact: 06/04/2012
Data Release Frequency: Varies

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 10/04/2011
Date Data Arrived at EDR: 10/04/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 38

Source: U.S. Department of Transportation
Telephone: 202-366-4555
Last EDR Contact: 04/03/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Annually

SPILLS: Spills Information

Oil or Hazardous Material Spills or Releases.

Date of Government Version: 12/31/2011
Date Data Arrived at EDR: 01/03/2012
Date Made Active in Reports: 01/30/2012
Number of Days to Update: 27

Source: Department of Natural Resources
Telephone: 404-656-6905
Last EDR Contact: 04/02/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Quarterly

Other Ascertainable Records

RCRA-NonGen: RCRA - Non Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 11/10/2011
Date Data Arrived at EDR: 01/05/2012
Date Made Active in Reports: 03/12/2012
Number of Days to Update: 67

Source: Environmental Protection Agency
Telephone: (404) 562-8651
Last EDR Contact: 04/04/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Varies

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 07/29/2011
Date Data Arrived at EDR: 08/09/2011
Date Made Active in Reports: 11/11/2011
Number of Days to Update: 94

Source: Department of Transporation, Office of Pipeline Safety
Telephone: 202-366-4595
Last EDR Contact: 02/07/2012
Next Scheduled EDR Contact: 05/21/2012
Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 11/10/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 62

Source: USGS
Telephone: 888-275-8747
Last EDR Contact: 04/16/2012
Next Scheduled EDR Contact: 07/30/2012
Data Release Frequency: Semi-Annually

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 08/12/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 112

Source: U.S. Army Corps of Engineers
Telephone: 202-528-4285
Last EDR Contact: 03/12/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Varies

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/01/2011
Date Data Arrived at EDR: 01/25/2012
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 36

Source: Department of Justice, Consent Decree Library
Telephone: Varies
Last EDR Contact: 04/02/2012
Next Scheduled EDR Contact: 07/16/2012
Data Release Frequency: Varies

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 09/28/2011
Date Data Arrived at EDR: 12/14/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 27

Source: EPA
Telephone: 703-416-0223
Last EDR Contact: 03/14/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Annually

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 09/14/2010
Date Data Arrived at EDR: 10/07/2011
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 146

Source: Department of Energy
Telephone: 505-845-0011
Last EDR Contact: 02/28/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Varies

MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 08/18/2011
Date Data Arrived at EDR: 09/08/2011
Date Made Active in Reports: 09/29/2011
Number of Days to Update: 21

Source: Department of Labor, Mine Safety and Health Administration
Telephone: 303-231-5959
Last EDR Contact: 03/07/2012
Next Scheduled EDR Contact: 06/18/2012
Data Release Frequency: Semi-Annually

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 09/01/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 131

Source: EPA
Telephone: 202-566-0250
Last EDR Contact: 02/28/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Annually

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2006
Date Data Arrived at EDR: 09/29/2010
Date Made Active in Reports: 12/02/2010
Number of Days to Update: 64

Source: EPA
Telephone: 202-260-5521
Last EDR Contact: 03/28/2012
Next Scheduled EDR Contact: 07/09/2012
Data Release Frequency: Every 4 Years

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances
Telephone: 202-566-1667
Last EDR Contact: 02/27/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Quarterly

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009
Date Data Arrived at EDR: 04/16/2009
Date Made Active in Reports: 05/11/2009
Number of Days to Update: 25

Source: EPA
Telephone: 202-566-1667
Last EDR Contact: 02/27/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2007
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006
Date Data Arrived at EDR: 03/01/2007
Date Made Active in Reports: 04/10/2007
Number of Days to Update: 40

Source: Environmental Protection Agency
Telephone: 202-564-2501
Last EDR Contact: 12/17/2008
Next Scheduled EDR Contact: 03/17/2008
Data Release Frequency: No Update Planned

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 12/10/2010
Date Made Active in Reports: 02/25/2011
Number of Days to Update: 77

Source: EPA
Telephone: 202-564-4203
Last EDR Contact: 01/30/2012
Next Scheduled EDR Contact: 05/14/2012
Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 07/20/2011
Date Data Arrived at EDR: 11/10/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 61

Source: Environmental Protection Agency
Telephone: 202-564-5088
Last EDR Contact: 03/26/2012
Next Scheduled EDR Contact: 07/09/2012
Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 11/01/2010
Date Data Arrived at EDR: 11/10/2010
Date Made Active in Reports: 02/16/2011
Number of Days to Update: 98

Source: EPA
Telephone: 202-566-0500
Last EDR Contact: 04/17/2012
Next Scheduled EDR Contact: 07/30/2012
Data Release Frequency: Annually

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 06/21/2011
Date Data Arrived at EDR: 07/15/2011
Date Made Active in Reports: 09/13/2011
Number of Days to Update: 60

Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
Last EDR Contact: 03/12/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Quarterly

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 01/10/2012
Date Data Arrived at EDR: 01/12/2012
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 49

Source: Environmental Protection Agency
Telephone: 202-343-9775
Last EDR Contact: 04/10/2012
Next Scheduled EDR Contact: 07/23/2012
Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 10/23/2011
Date Data Arrived at EDR: 12/13/2011
Date Made Active in Reports: 03/01/2012
Number of Days to Update: 79

Source: EPA
Telephone: (404) 562-9900
Last EDR Contact: 03/13/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Quarterly

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995
Date Data Arrived at EDR: 07/03/1995
Date Made Active in Reports: 08/07/1995
Number of Days to Update: 35

Source: EPA
Telephone: 202-564-4104
Last EDR Contact: 06/02/2008
Next Scheduled EDR Contact: 09/01/2008
Data Release Frequency: No Update Planned

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 03/01/2011
Date Made Active in Reports: 05/02/2011
Number of Days to Update: 62

Source: EPA/NTIS
Telephone: 800-424-9346
Last EDR Contact: 02/27/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Biennially

NPDES: NPDES Wastewater Permit List

A listing of NPDES wastewater permits issued by the Watershed Protection Branch.

Date of Government Version: 01/27/2011
Date Data Arrived at EDR: 02/15/2011
Date Made Active in Reports: 02/23/2011
Number of Days to Update: 8

Source: Department of Natural Resoruces
Telephone: 404-362-2680
Last EDR Contact: 02/15/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: Varies

DRYCLEANERS: Drycleaner Database

A list of drycleaners in the state. The listing includes drycleaner facilities, that use perchloroethylene, that responded to the Notification of Compliance Status forms. It also includes those businesses that are pick-up stores only and do not conduct dry cleaning on site.

Date of Government Version: 09/18/2009
Date Data Arrived at EDR: 09/18/2009
Date Made Active in Reports: 10/09/2009
Number of Days to Update: 21

Source: Department of Natural Resources
Telephone: 404-363-7000
Last EDR Contact: 02/27/2012
Next Scheduled EDR Contact: 05/28/2012
Data Release Frequency: Varies

AIRS: Permitted Facility & Emissions Lising

A listing of permitted Air facilities and emissions data.

Date of Government Version: 12/31/2011
Date Data Arrived at EDR: 02/29/2012
Date Made Active in Reports: 04/18/2012
Number of Days to Update: 49

Source: Department of Natural Resources
Telephone: 404-363-7000
Last EDR Contact: 02/27/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Varies

TIER 2: Tier 2 Data Listing

A listing of facilities which store or manufacture hazardous materials and submit a chemical inventory report.

Date of Government Version: 12/31/2010
Date Data Arrived at EDR: 10/25/2011
Date Made Active in Reports: 11/18/2011
Number of Days to Update: 24

Source: Department of Natural Resources
Telephone: 404-656-4852
Last EDR Contact: 03/05/2012
Next Scheduled EDR Contact: 06/18/2012
Data Release Frequency: Varies

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 12/08/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 34

Source: USGS
Telephone: 202-208-3710
Last EDR Contact: 04/16/2012
Next Scheduled EDR Contact: 07/30/2012
Data Release Frequency: Semi-Annually

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 03/07/2011
Date Data Arrived at EDR: 03/09/2011
Date Made Active in Reports: 05/02/2011
Number of Days to Update: 54

Source: Environmental Protection Agency
Telephone: 615-532-8599
Last EDR Contact: 04/23/2012
Next Scheduled EDR Contact: 08/06/2012
Data Release Frequency: Varies

FINANCIAL ASSURANCE: Financial Assurance Information Listing
A listing of financial assurance information for underground storage tank facilities.

Date of Government Version: 03/08/2012
Date Data Arrived at EDR: 03/16/2012
Date Made Active in Reports: 04/11/2012
Number of Days to Update: 26
Source: Department of Natural Resources
Telephone: 404-362-4892
Last EDR Contact: 03/16/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Annually

COAL ASH DOE: Sleam-Electric Plan Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 08/07/2009
Date Made Active in Reports: 10/22/2009
Number of Days to Update: 76
Source: Department of Energy
Telephone: 202-586-8719
Last EDR Contact: 04/16/2012
Next Scheduled EDR Contact: 07/30/2012
Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database
The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 02/01/2011
Date Data Arrived at EDR: 10/19/2011
Date Made Active in Reports: 01/10/2012
Number of Days to Update: 83
Source: Environmental Protection Agency
Telephone: 202-566-0517
Last EDR Contact: 02/03/2012
Next Scheduled EDR Contact: 05/14/2012
Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List
A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 08/17/2010
Date Data Arrived at EDR: 01/03/2011
Date Made Active in Reports: 03/21/2011
Number of Days to Update: 77
Source: Environmental Protection Agency
Telephone: N/A
Last EDR Contact: 03/16/2012
Next Scheduled EDR Contact: 06/25/2012
Data Release Frequency: Varies

COAL ASH: Coal Ash Disposal Site Listing
A listing of coal ash landfills.

Date of Government Version: 05/27/2011
Date Data Arrived at EDR: 05/31/2011
Date Made Active in Reports: 07/11/2011
Number of Days to Update: 41
Source: Department of Natural Resources
Telephone: 404-362-2537
Last EDR Contact: 03/05/2012
Next Scheduled EDR Contact: 05/21/2012
Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands
Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 12/31/2005
Date Data Arrived at EDR: 02/06/2006
Date Made Active in Reports: 01/11/2007
Number of Days to Update: 339
Source: U.S. Geological Survey
Telephone: 888-275-8747
Last EDR Contact: 04/16/2012
Next Scheduled EDR Contact: 07/30/2012
Data Release Frequency: N/A

EDR PROPRIETARY RECORDS

EDR Proprietary Records

Manufactured Gas Plants: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A
Next Scheduled EDR Contact: N/A
Data Release Frequency: No Update Planned

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 02/20/2012
Date Data Arrived at EDR: 02/20/2012
Date Made Active in Reports: 03/15/2012
Number of Days to Update: 24

Source: Department of Energy & Environmental Protection
Telephone: 860-424-3375
Last EDR Contact: 02/20/2012
Next Scheduled EDR Contact: 06/04/2012
Data Release Frequency: Annually

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2010
Date Data Arrived at EDR: 07/20/2011
Date Made Active in Reports: 08/11/2011
Number of Days to Update: 22

Source: Department of Environmental Protection
Telephone: N/A
Last EDR Contact: 04/17/2012
Next Scheduled EDR Contact: 07/30/2012
Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD facility.

Date of Government Version: 01/10/2012
Date Data Arrived at EDR: 02/09/2012
Date Made Active in Reports: 03/09/2012
Number of Days to Update: 29

Source: Department of Environmental Conservation
Telephone: 518-402-8651
Last EDR Contact: 02/09/2012
Next Scheduled EDR Contact: 05/21/2012
Data Release Frequency: Annually

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2009
Date Data Arrived at EDR: 01/26/2012
Date Made Active in Reports: 03/06/2012
Number of Days to Update: 40

Source: Department of Environmental Protection
Telephone: 717-783-8990
Last EDR Contact: 04/23/2012
Next Scheduled EDR Contact: 08/06/2012
Data Release Frequency: Annually

RI MANIFEST: Manifest information
Hazardous waste manifest information

Date of Government Version: 12/31/2010
Date Data Arrived at EDR: 06/24/2011
Date Made Active in Reports: 06/30/2011
Number of Days to Update: 6

Source: Department of Environmental Management
Telephone: 401-222-2797
Last EDR Contact: 02/27/2012
Next Scheduled EDR Contact: 06/11/2012
Data Release Frequency: Annually

WI MANIFEST: Manifest Information
Hazardous waste manifest information.

Date of Government Version: 12/31/2010
Date Data Arrived at EDR: 08/19/2011
Date Made Active in Reports: 09/15/2011
Number of Days to Update: 27

Source: Department of Natural Resources
Telephone: N/A
Last EDR Contact: 03/19/2012
Next Scheduled EDR Contact: 07/02/2012
Data Release Frequency: Annually

Oil/Gas Pipelines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primarily gas pipelines.

Electric Power Transmission Line Data
Source: Rextag Strategies Corp.
Telephone: (281) 769-2247
U.S. Electric Transmission and Power Plants Systems Digital GIS Data

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:
Source: American Hospital Association, Inc.
Telephone: 312-280-5991
The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing
Source: Centers for Medicare & Medicaid Services
Telephone: 410-786-3000
A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services, a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes
Source: National Institutes of Health
Telephone: 301-594-6248
Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on elementary and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools
Source: National Center for Education Statistics
Telephone: 202-502-7300
The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Child Care Centers
Source: Department of Human Resources
Telephone: 404-651-5562

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

Scanned Digital USGS 7.5' Topographic Map (DRG)
Source: United States Geologic Survey
A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

STREET AND ADDRESS INFORMATION

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GEOCHECK ®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

JT DEVELOPMENT
OLD CANTON ROAD
BALL GROUND, GA 30107

TARGET PROPERTY COORDINATES

Latitude (North):	34.3278 - 34° 19' 40.08''
Longitude (West):	84.3881 - 84° 23' 17.16''
Universal Tranverse Mercator:	Zone 16
UTM X (Meters):	740308.8
UTM Y (Meters):	3801397.5
Elevation:	1005 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map:	34084-C4 BALL GROUND WEST, GA
Most Recent Revision:	1997

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principal investigative components:

1. Groundwater flow direction, and
2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

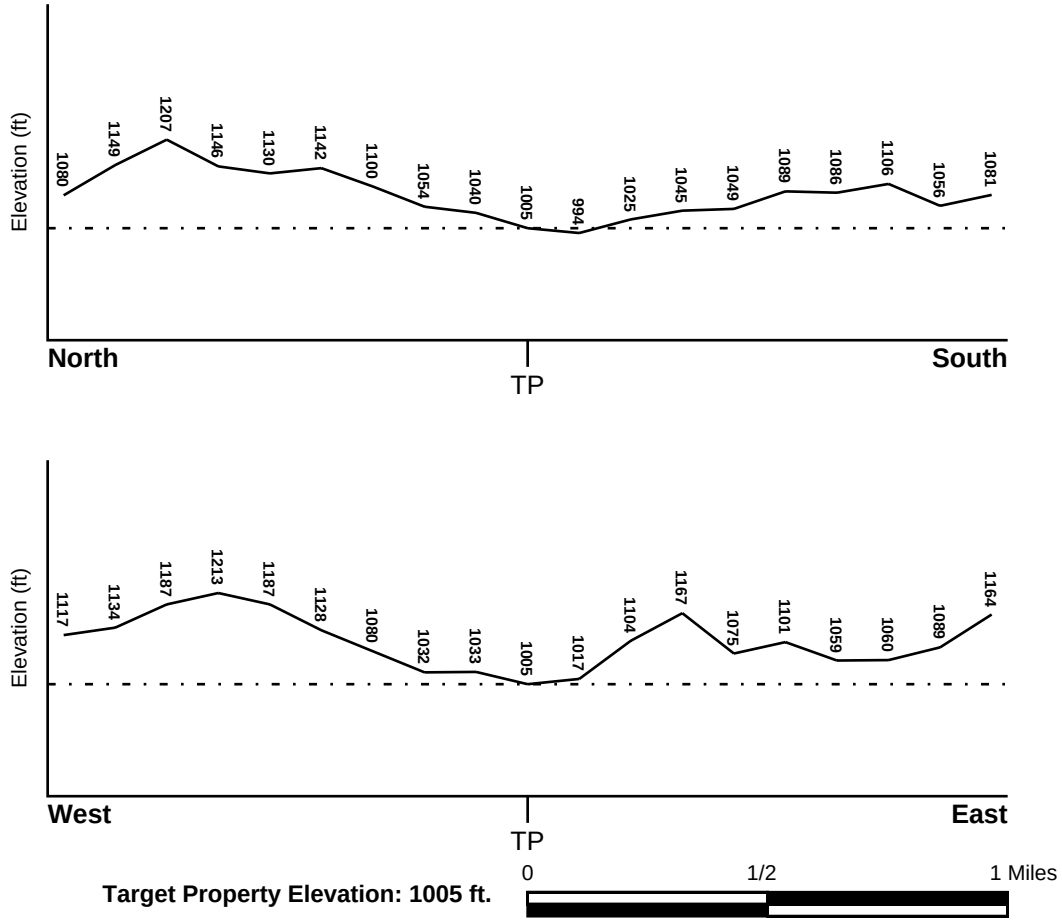
TOPOGRAPHIC INFORMATION

Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General WSW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES



Target Property Elevation: 1005 ft.

Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

Target Property County	FEMA Flood Electronic Data
CHEROKEE, GA	YES - refer to the Overview Map and Detail Map

Flood Plain Panel at Target Property: 13057C - FEMA DFIRM Flood data

Additional Panels in search area: Not Reported

NATIONAL WETLAND INVENTORY

NWI Quad at Target Property	NWI Electronic Data Coverage
BALL GROUND WEST	YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

MAP ID	LOCATION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
Not Reported		

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

Era:	Precambrian
System:	Precambrian
Series:	Z Sedimentary rocks
Code:	Z *(decoded above as Era, System & Series)*

GEOLOGIC AGE IDENTIFICATION

Category: Stratified Sequence

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps. The following information is based on Soil Conservation Service STATSGO data.

Soil Component Name:	SALUDA
Soil Surface Texture:	fine sandy loam
Hydrologic Group:	Class C - Slow infiltration rates. Soils with layers impeding downward movement of water, or soils with moderately fine or fine textures.
Soil Drainage Class:	Well drained. Soils have intermediate water holding capacity. Depth to water table is more than 6 feet.

Hydric Status: Soil does not meet the requirements for a hydric soil.

Corrosion Potential - Uncoated Steel:	MODERATE
Depth to Bedrock Min:	> 10 inches
Depth to Bedrock Max:	> 20 inches

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Soil Layer Information							
	Boundary			Classification			
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	Permeability Rate (in/hr)	Soil Reaction (pH)
1	0 inches	5 inches	fine sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 6.00 Min: 2.00	Max: 6.50 Min: 4.50
2	5 inches	16 inches	sandy loam	Granular materials (35 pct. or less passing No. 200), Silty, or Clayey Gravel and Sand.	COARSE-GRAINED SOILS, Sands, Sands with fines, Silty Sand.	Max: 2.00 Min: 0.60	Max: 6.50 Min: 4.50
3	16 inches	65 inches	weathered bedrock	Not reported	Not reported	Max: 0.00 Min: 0.00	Max: 0.00 Min: 0.00

OTHER SOIL TYPES IN AREA

Based on Soil Conservation Service STATSGO data, the following additional subordinant soil types may appear within the general area of target property.

Soil Surface Textures: loam
gravelly - sandy loam

Surficial Soil Types: loam
gravelly - sandy loam

Shallow Soil Types: sandy clay loam
clay loam

Deeper Soil Types: gravelly - sandy loam
sandy loam
loamy sand
gravelly - loam
fine sandy loam
loam

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

WELL SEARCH DISTANCE INFORMATION

DATABASE	SEARCH DISTANCE (miles)
Federal USGS	1.000
Federal FRDS PWS	Nearest PWS within 1 mile
State Database	1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A3	USGS2313324	1/2 - 1 Mile NE
A5	USGS2313325	1/2 - 1 Mile NE
A7	USGS2313323	1/2 - 1 Mile NE

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

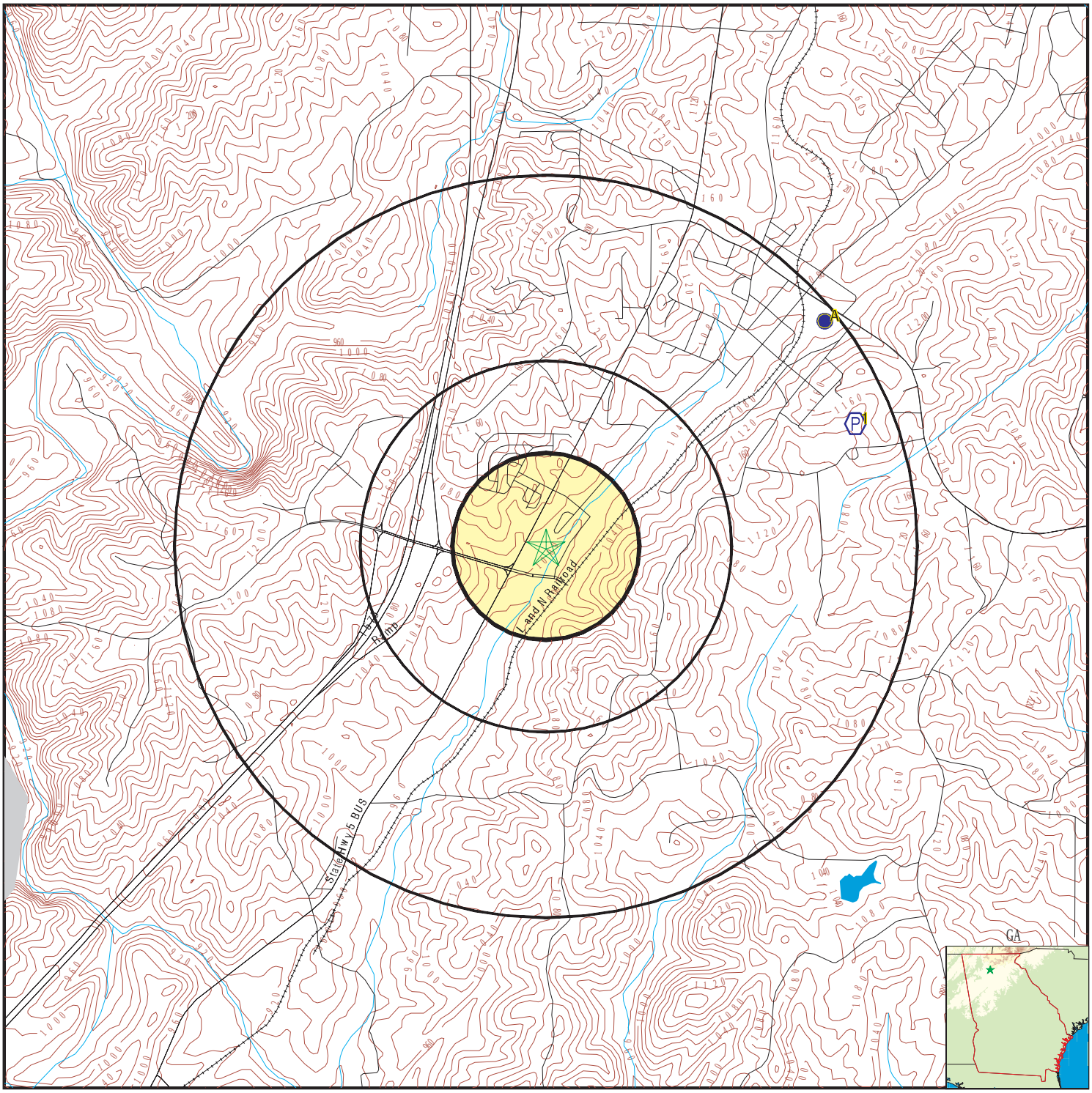
MAP ID	WELL ID	LOCATION FROM TP
1	GA0570000	1/2 - 1 Mile ENE

Note: PWS System location is not always the same as well location.

STATE DATABASE WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A2	0000002026	1/2 - 1 Mile NE
A4	151	1/2 - 1 Mile NE
A6	0000002027	1/2 - 1 Mile NE
A8	0000002025	1/2 - 1 Mile NE

PHYSICAL SETTING SOURCE MAP - 3312873.2s



- County Boundary
- Major Roads
- Contour Lines
- Airports
- Earthquake epicenter, Richter 5 or greater
- Water Wells
- Public Water Supply Wells
- Cluster of Multiple Icons
- Groundwater Flow Direction
- GI Indeterminate Groundwater Flow at Location
- GV Groundwater Flow Varies at Location
- Wildlife Areas

SITE NAME: JT Development	CLIENT: Maxis Engineering LLC
ADDRESS: Old Canton Road Ball Ground GA 30107	CONTACT: Rebecca King Donnelly
LAT/LONG: 34.3278 / 84.3881	INQUIRY #: 3312873.2s DATE: April 30, 2012 1:00 pm

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GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS

Map ID
Direction
Distance
Elevation | Database | EDR ID Number

1
ENE
1/2 - 1 Mile
Higher | **FRDS PWS** | **GA0570000**

Pwsid:	GA0570000	Epa region:	04
State:	GA	County:	Cherokee
Pws name:	BALL GROUND		
Population Served:	1274	Pwssvcconn:	490
PWS Source:	Groundwater		
Pws type:	CWS		
Status:	Active	Owner type:	Local_Govt
Facility id:	11017		
Facility name:	DISTRIBUTION SYSTEM		
Facility type:	Distribution_system_zone	Treatment process:	hypochlorination, post
Treatment objective:	disinfection		
Contact name:	WILMARTH, ERIC		
Original name:	WILMARTH, ERIC		
Contact phone:	770-735-2123	Contact address1:	POB 285
Contact address2:	Not Reported		
Contact city:	BALL GROUND		
Contact zip:	30107-0285		

Pwsid:	GA0570000	Epa region:	04
State:	GA	County:	Cherokee
Pws name:	BALL GROUND		
Population Served:	1274	Pwssvcconn:	490
PWS Source:	Groundwater		
Pws type:	CWS		
Status:	Active	Owner type:	Local_Govt
Facility id:	5160		
Facility name:	WELL #1		
Facility type:	Well	Treatment process:	hypochlorination, post
Treatment objective:	disinfection		
Contact name:	WILMARTH, ERIC		
Original name:	WILMARTH, ERIC		
Contact phone:	770-735-2123	Contact address1:	POB 285
Contact address2:	Not Reported		
Contact city:	BALL GROUND		
Contact zip:	30107-0285		

Pwsid:	GA0570000	Epa region:	04
State:	GA	County:	Cherokee
Pws name:	BALL GROUND		
Population Served:	1274	Pwssvcconn:	490
PWS Source:	Groundwater		
Pws type:	CWS		
Status:	Active	Owner type:	Local_Govt
Facility id:	528		
Facility name:	WELL #1 PLANT		
Facility type:	Treatment_plant	Treatment process:	hypochlorination, post
Treatment objective:	disinfection		

Contact name:	WILMARTH, ERIC		
Original name:	WILMARTH, ERIC		
Contact phone:	770-735-2123	Contact address1:	POB 285
Contact address2:	Not Reported		
Contact city:	BALL GROUND		
Contact zip:	30107-0285		
Pwsid:	GA0570000	Epa region:	04
State:	GA	County:	Cherokee
Pws name:	BALL GROUND		
Population Served:	1274	Pwssvcconn:	490
PWS Source:	Groundwater		
Pws type:	CWS		
Status:	Active	Owner type:	Local_Govt
Facility id:	11017		
Facility name:	DISTRIBUTION SYSTEM		
Facility type:	Distribution_system_zone	Treatment process:	fluoridation
Treatment objective:	other		
Contact name:	WILMARTH, ERIC		
Original name:	WILMARTH, ERIC		
Contact phone:	770-735-2123	Contact address1:	POB 285
Contact address2:	Not Reported		
Contact city:	BALL GROUND		
Contact zip:	30107-0285		
Pwsid:	GA0570000	Epa region:	04
State:	GA	County:	Cherokee
Pws name:	BALL GROUND		
Population Served:	1274	Pwssvcconn:	490
PWS Source:	Groundwater		
Pws type:	CWS		
Status:	Active	Owner type:	Local_Govt
Facility id:	5160		
Facility name:	WELL #1		
Facility type:	Well	Treatment process:	fluoridation
Treatment objective:	other		
Contact name:	WILMARTH, ERIC		
Original name:	WILMARTH, ERIC		
Contact phone:	770-735-2123	Contact address1:	POB 285
Contact address2:	Not Reported		
Contact city:	BALL GROUND		
Contact zip:	30107-0285		
Pwsid:	GA0570000	Epa region:	04
State:	GA	County:	Cherokee
Pws name:	BALL GROUND		
Population Served:	1274	Pwssvcconn:	490
PWS Source:	Groundwater		
Pws type:	CWS		
Status:	Active	Owner type:	Local_Govt
Facility id:	528		
Facility name:	WELL #1 PLANT		
Facility type:	Treatment_plant	Treatment process:	fluoridation
Treatment objective:	other		

Contact name:	WILMARTH, ERIC		
Original name:	WILMARTH, ERIC		
Contact phone:	770-735-2123	Contact address1:	POB 285
Contact address2:	Not Reported		
Contact city:	BALL GROUND		
Contact zip:	30107-0285		

PWS ID:	GA0570000		
Date Initiated:	Not Reported	Date Deactivated:	Not Reported
PWS Name:	BALL GROUND CITY OF BALL GROUND WATER SYS 301 GILMER FERRY ROAD BALL GROUND, GA 30107		

Addressee / Facility:	Not Reported		
Facility Latitude:	34 19 57.0000	Facility Longitude:	84 22 25.0000
City Served:	Not Reported		
Treatment Class:	Treated	Population:	1274

Violations information not reported.

ENFORCEMENT INFORMATION:

Truedate:	03/31/2009	Pwsid:	GA0570000
Pwsname:	BALL GROUND		
Retpopsrvd:	1924	Pwstypecod:	C
Vioid:	10203	Contaminant:	COLIFORM (TCR)
Viol. Type:	Monitoring, Repeat Minor (TCR)		
Complperbe:	5/1/2003 0:00:00		
Complperen:	5/31/2003 0:00:00	Enfdate:	6/25/2003 0:00:00
Enf action:	State Violation/Reminder Notice		
Violmeasur:	Not Reported		

Truedate:	03/31/2009	Pwsid:	GA0570000
Pwsname:	BALL GROUND		
Retpopsrvd:	1924	Pwstypecod:	C
Vioid:	10203	Contaminant:	COLIFORM (TCR)
Viol. Type:	Monitoring, Repeat Minor (TCR)		
Complperbe:	5/1/2003 0:00:00		
Complperen:	5/31/2003 0:00:00	Enfdate:	6/25/2003 0:00:00
Enf action:	State Public Notif Requested		
Violmeasur:	Not Reported		

Truedate:	03/31/2009	Pwsid:	GA0570000
Pwsname:	BALL GROUND		
Retpopsrvd:	1924	Pwstypecod:	C
Vioid:	10404	Contaminant:	7000
Viol. Type:	CCR Complete Failure to Report		
Complperbe:	7/1/2004 0:00:00		
Complperen:	9/7/2004 0:00:00	Enfdate:	8/20/2004 0:00:00
Enf action:	State CCR Follow-up Notice		
Violmeasur:	Not Reported		

Truedate:	03/31/2009	Pwsid:	GA0570000
Pwsname:	BALL GROUND		
Retpopsrvd:	1924	Pwstypecod:	C
Violid:	10404	Contaminant:	7000
Viol. Type:	CCR Complete Failure to Report		
Complperbe:	7/1/2004 0:00:00		
Complperen:	9/7/2004 0:00:00	Enfdate:	9/7/2004 0:00:00
Enf action:	State Compliance Achieved		
Violmeasur:	Not Reported		

Truedate:	03/31/2009	Pwsid:	GA0570000
Pwsname:	BALL GROUND		
Retpopsrvd:	1924	Pwstypecod:	C
Violid:	10505	Contaminant:	7000
Viol. Type:	CCR Complete Failure to Report		
Complperbe:	7/1/2005 0:00:00		
Complperen:	8/15/2005 0:00:00	Enfdate:	8/1/2005 0:00:00
Enf action:	State CCR Follow-up Notice		
Violmeasur:	Not Reported		

Truedate:	03/31/2009	Pwsid:	GA0570000
Pwsname:	BALL GROUND		
Retpopsrvd:	1924	Pwstypecod:	C
Violid:	10505	Contaminant:	7000
Viol. Type:	CCR Complete Failure to Report		
Complperbe:	7/1/2005 0:00:00		
Complperen:	8/15/2005 0:00:00	Enfdate:	8/15/2005 0:00:00
Enf action:	State Compliance Achieved		
Violmeasur:	Not Reported		

Truedate:	03/31/2009	Pwsid:	GA0570000
Pwsname:	BALL GROUND		
Retpopsrvd:	1924	Pwstypecod:	C
Violid:	10606	Contaminant:	7000
Viol. Type:	CCR Complete Failure to Report		
Complperbe:	7/1/2006 0:00:00		
Complperen:	9/8/2006 0:00:00	Enfdate:	8/15/2006 0:00:00
Enf action:	State CCR Follow-up Notice		
Violmeasur:	Not Reported		

Truedate:	03/31/2009	Pwsid:	GA0570000
Pwsname:	BALL GROUND		
Retpopsrvd:	1924	Pwstypecod:	C
Violid:	10606	Contaminant:	7000
Viol. Type:	CCR Complete Failure to Report		
Complperbe:	7/1/2006 0:00:00		
Complperen:	9/8/2006 0:00:00	Enfdate:	9/8/2006 0:00:00
Enf action:	State Compliance Achieved		
Violmeasur:	Not Reported		

System Name:	BALL GROUND		
Violation Type:	Monitoring, Repeat Minor (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	5/1/2003 0:00:00 - 5/31/2003 0:00:00		
Violation ID:	10203		
Enforcement Date:	6/25/2003 0:00:00	Enf. Action:	State Violation/Reminder Notice

ENFORCEMENT INFORMATION:

System Name:	BALL GROUND		
Violation Type:	Monitoring, Repeat Minor (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	5/1/2003 0:00:00 - 5/31/2003 0:00:00		
Violation ID:	10203		
Enforcement Date:	6/25/2003 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	BALL GROUND		
Violation Type:	Monitoring, Repeat Minor (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	5/1/2003 0:00:00 - 5/31/2003 0:00:00		
Violation ID:	10203		
Enforcement Date:	6/25/2003 0:00:00	Enf. Action:	State Public Notif Requested
System Name:	BALL GROUND		
Violation Type:	Monitoring, Repeat Minor (TCR)		
Contaminant:	COLIFORM (TCR)		
Compliance Period:	5/1/2003 0:00:00 - 5/31/2003 0:00:00		
Violation ID:	10203		
Enforcement Date:	6/25/2003 0:00:00	Enf. Action:	State Violation/Reminder Notice
System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2004 0:00:00 - 9/7/2004 0:00:00		
Violation ID:	10404		
Enforcement Date:	8/20/2004 0:00:00	Enf. Action:	State CCR Follow-up Notice
System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2004 0:00:00 - 9/7/2004 0:00:00		
Violation ID:	10404		
Enforcement Date:	9/7/2004 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2004 0:00:00 - 9/7/2004 0:00:00		
Violation ID:	10404		
Enforcement Date:	9/7/2004 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2004 0:00:00 - 9/7/2004 0:00:00		
Violation ID:	10404		
Enforcement Date:	8/20/2004 0:00:00	Enf. Action:	State CCR Follow-up Notice
System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2005 0:00:00 - 8/15/2005 0:00:00		
Violation ID:	10505		
Enforcement Date:	8/15/2005 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2005 0:00:00 - 8/15/2005 0:00:00		
Violation ID:	10505		
Enforcement Date:	8/1/2005 0:00:00	Enf. Action:	State CCR Follow-up Notice

ENFORCEMENT INFORMATION:

System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2005 0:00:00 - 8/15/2005 0:00:00		
Violation ID:	10505		
Enforcement Date:	8/1/2005 0:00:00	Enf. Action:	State CCR Follow-up Notice
System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2005 0:00:00 - 8/15/2005 0:00:00		
Violation ID:	10505		
Enforcement Date:	8/15/2005 0:00:00	Enf. Action:	State Compliance Achieved
System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2006 0:00:00 - 9/8/2006 0:00:00		
Violation ID:	10606		
Enforcement Date:	8/15/2006 0:00:00	Enf. Action:	State CCR Follow-up Notice
System Name:	BALL GROUND		
Violation Type:	CCR Complete Failure to Report		
Contaminant:	7000		
Compliance Period:	7/1/2006 0:00:00 - 9/8/2006 0:00:00		
Violation ID:	10606		
Enforcement Date:	9/8/2006 0:00:00	Enf. Action:	State Compliance Achieved

CONTACT INFORMATION:

Name:	BALL GROUND	Population:	1924
Contact:	WILMARTH, ERIC	Phone:	Not Reported
Address:	POB 285		
Address 2:	BALL GROUND GA, 30 770-7		

A2
NE
1/2 - 1 Mile
Higher

GA WELLS **0000002026**

Well #:	10JJ03	County FIPS:	057
Remarks:	CITY OF BALLGROUND		
Latitude:	342011	Longitude:	0842231
Altitude:	1100.00	Depth:	240
Depth to bottom of Casing:	238.00	Diameter of Casing:	8.00
Casing Material:	Steel	Discharge:	84.00
Type of Openings:	Open hole	Date Built:	1936
Depth to top of this open interval:		238.00	
Depth to bottom of this open interval:		240.00	
Primary Use:	Public supply		
Aquifer:	Not Reported		

A3
NE
1/2 - 1 Mile
Higher

FED USGS **USGS2313324**

Agency cd:	USGS	Site no:	342011084223101
Site name:	10JJ03		
Latitude:	342011	EDR Site id:	USGS2313324
Longitude:	0842231	Dec lat:	34.33648233
Dec lon:	-84.37520196	Coor meth:	M
Coor accr:	F	Latlong datum:	NAD27
Dec latlong datum:	NAD83	District:	13
State:	13	County:	057
Country:	US	Land net:	Not Reported
Location map:	BALLGROUND WEST	Map scale:	24000
Altitude:	1100.00		
Altitude method:	Interpolated from topographic map		
Altitude accuracy:	10		
Altitude datum:	National Geodetic Vertical Datum of 1929		
Hydrologic:	Etowah. Georgia. Area = 1850 sq.mi.		
Topographic:	Hilltop		
Site type:	Ground-water other than Spring	Date construction:	19360101
Date inventoried:	Not Reported	Mean greenwich time offset:	EST
Local standard time flag:	N		
Type of ground water site:	Single well, other than collector or Ranney type		
Aquifer Type:	Not Reported		
Aquifer:	Not Reported		
Well depth:	240	Hole depth:	240
Source of depth data:	Not Reported		
Project number:	0451305200		
Real time data flag:	Not Reported	Daily flow data begin date:	Not Reported
Daily flow data end date:	Not Reported	Daily flow data count:	Not Reported
Peak flow data begin date:	Not Reported	Peak flow data end date:	Not Reported
Peak flow data count:	Not Reported	Water quality data begin date:	Not Reported
Water quality data end date:	Not Reported	Water quality data count:	Not Reported
Ground water data begin date:	Not Reported	Ground water data end date:	Not Reported
Ground water data count:	Not Reported		

Ground-water levels, Number of Measurements: 0

A4
NE
1/2 - 1 Mile
Higher

GA WELLS **151**

Source ID:	28M0101	Name:	CITY OF BALL GROUND
Population Served:	640		
Latitude:	34.3367	Longitude:	84.3753
Source:	Ground	Status:	Unconfined
GWSI ID:	10JJ02	GA Geological Survey:	Unconfined
County:	CHEROKEE	County FIPS:	57
Grnd Water (Mil Gal/Day):	0.10	Surface Water (Mil Gal/Day):	0.00

A5
NE
1/2 - 1 Mile
Higher

FED USGS **USGS2313325**

Agency cd:	USGS	Site no:	342012084223101
Site name:	10JJ02		
Latitude:	342012	EDR Site id:	USGS2313325
Longitude:	0842231	Dec lat:	34.3367601
Dec lon:	-84.37520195	Coor meth:	M
Coor accr:	F	Latlong datum:	NAD27
Dec latlong datum:	NAD83	District:	13
State:	13	County:	057
Country:	US	Land net:	Not Reported
Location map:	BALLGROUND WEST	Map scale:	24000
Altitude:	1099.00		
Altitude method:	Interpolated from topographic map		
Altitude accuracy:	10		
Altitude datum:	National Geodetic Vertical Datum of 1929		
Hydrologic:	Etowah. Georgia. Area = 1850 sq.mi.		
Topographic:	Hilltop		
Site type:	Ground-water other than Spring	Date construction:	19360101
Date inventoried:	Not Reported	Mean greenwich time offset:	EST
Local standard time flag:	N		
Type of ground water site:	Single well, other than collector or Ranney type		
Aquifer Type:	Not Reported		
Aquifer:	Not Reported		
Well depth:	400	Hole depth:	400
Source of depth data:	Not Reported		
Project number:	0451305200		
Real time data flag:	Not Reported	Daily flow data begin date:	Not Reported
Daily flow data end date:	Not Reported	Daily flow data count:	Not Reported
Peak flow data begin date:	Not Reported	Peak flow data end date:	Not Reported
Peak flow data count:	Not Reported	Water quality data begin date:	Not Reported
Water quality data end date:	Not Reported	Water quality data count:	Not Reported
Ground water data begin date:	Not Reported	Ground water data end date:	Not Reported
Ground water data count:	Not Reported		

Ground-water levels, Number of Measurements: 0

A6
NE
1/2 - 1 Mile
Higher

GA WELLS **0000002027**

Well #:	10JJ02	County FIPS:	057
Remarks:	BALLGROUND,GA(1936)		
Latitude:	342012	Longitude:	0842231
Altitude:	1099.00	Depth:	400
Depth to bottom of Casing:	314.00	Diameter of Casing:	8.00
Casing Material:	Steel	Discharge:	85.00
Type of Openings:	Open hole	Date Built:	1936
Depth to top of this open interval:		314.00	
Depth to bottom of this open interval:		400.00	
Primary Use:	Public supply		
Aquifer:	Not Reported		

A7
NE
1/2 - 1 Mile
Higher

FED USGS **USGS2313323**

Agency cd:	USGS	Site no:	342011084222801
Site name:	11JJ02		
Latitude:	342011	EDR Site id:	USGS2313323
Longitude:	0842228	Dec lat:	34.33648233
Dec lon:	-84.37436859	Coor meth:	M
Coor accr:	F	Latlong datum:	NAD27
Dec latlong datum:	NAD83	District:	13
State:	13	County:	057
Country:	US	Land net:	Not Reported
Location map:	BALL GROUND EAST	Map scale:	24000
Altitude:	1099.00		
Altitude method:	Interpolated from topographic map		
Altitude accuracy:	10		
Altitude datum:	National Geodetic Vertical Datum of 1929		
Hydrologic:	Etowah. Georgia. Area = 1850 sq.mi.		
Topographic:	Not Reported		
Site type:	Ground-water other than Spring	Date construction:	Not Reported
Date inventoried:	Not Reported	Mean greenwich time offset:	EST
Local standard time flag:	N		
Type of ground water site:	Single well, other than collector or Ranney type		
Aquifer Type:	Confined single aquifer		
Aquifer:	MARBLE		
Well depth:	400	Hole depth:	Not Reported
Source of depth data:	Not Reported		
Project number:	Not Reported		
Real time data flag:	0	Daily flow data begin date:	0000-00-00
Daily flow data end date:	0000-00-00	Daily flow data count:	0
Peak flow data begin date:	0000-00-00	Peak flow data end date:	0000-00-00
Peak flow data count:	0	Water quality data begin date:	1960-05-03
Water quality data end date:	1974-04-18	Water quality data count:	5
Ground water data begin date:	0000-00-00	Ground water data end date:	0000-00-00
Ground water data count:	0		

Ground-water levels, Number of Measurements: 0

A8
NE
1/2 - 1 Mile
Higher

GA WELLS **0000002025**

Well #:	11JJ02	County FIPS:	057
Remarks:	BALL GROUND, GA		
Latitude:	342011	Longitude:	0842228
Altitude:	1099.00	Depth:	400
Depth to bottom of Casing:	Not Reported	Diameter of Casing:	Not Reported
Casing Material:	Not Reported	Discharge:	Not Reported
Type of Openings:	Not Reported	Date Built:	Not Reported
Depth to top of this open interval:		Not Reported	
Depth to bottom of this open interval:		Not Reported	
Primary Use:	Not Reported		
Aquifer:	PRECAMBRIAN - MARBLE		

GEOCHECK® - PHYSICAL SETTING SOURCE MAP FINDINGS
RADON

AREA RADON INFORMATION

Federal EPA Radon Zone for CHEROKEE County: 2

Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for CHEROKEE COUNTY, GA

Number of sites tested: 6

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	0.833 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	1.600 pCi/L	100%	0%	0%

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)
Source: United States Geologic Survey
EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Scanned Digital USGS 7.5' Topographic Map (DRG)
Source: United States Geologic Survey
A digital raster graphic (DRG) is a scanned image of a U.S. Geological Survey topographic map. The map images are made by scanning published paper maps on high-resolution scanners. The raster image is georeferenced and fit to the Universal Transverse Mercator (UTM) projection.

HYDROLOGIC INFORMATION

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 2003 & 2011 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002 and 2005 from the U.S. Fish and Wildlife Service.

HYDROGEOLOGIC INFORMATION

AQUIFLOW^{R} Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit
Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Services
The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database
Source: Department of Agriculture, Natural Resources Conservation Services (NRCS)
Telephone: 800-672-5559
SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Services, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-564-3750
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)
This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

STATE RECORDS

Georgia Public Supply Wells
Source: Georgia Department of Community Affairs
Telephone: 404-894-0127

USGS Georgia Water Wells
Source: USGS, Georgia District Office
Telephone: 770-903-9100

DNR Managed Lands
Source: Department of Natural Resources
Telephone: 706-557-3032
This dataset provides 1:24,000-scale data depicting boundaries of land parcels making up the public lands managed by the Georgia Department of Natural Resources (GDNR). It includes polygon representations of State Parks, State Historic Parks, State Conservation Parks, State Historic Sites, Wildlife Management Areas, Public Fishing Areas, Fish Hatcheries, Natural Areas and other specially-designated areas. The data were collected and located by the Georgia Department of Natural Resources. Boundaries were digitized from survey plats or other information.

OTHER STATE DATABASE INFORMATION

RADON

Area Radon Information
Source: USGS
Telephone: 703-356-4020
The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones
Source: EPA
Telephone: 703-356-4020
Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities
Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

PHYSICAL SETTING SOURCE RECORDS SEARCHED

STREET AND ADDRESS INFORMATION

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APPENDIX H

Record of Communications and Interviews

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Build Ground, LP Job #: 1-12-324A

Contact: Steve Jonnason Phone #: 850-340-1334

RE: Purchasing property, environmental conditions known Plans for Property.

Time/Date	Summary of Conversation
Morning	Mr. Jonnson was interviewed as a User of the Phase I. Mr. Jonnson is employed by JT Brickell Inc. who plans to purchase the Subject Property. Mr Jonnson indicated he had no knowledge of any environmental issues @ the site. Mr. Jonnson indicated they were Buying the site to Build multi-family housing.

Suggested Format for User Interview Questionnaire

Date: 5/7/12

Property Name: JT Ball Ground, LP

Name, Address, and Telephone Number of User:

Steve Johnson
JT Development, Inc.
2409 Bemiss Rd.
Valdosta GA 31602

Name of Interviewer: _____

1. Does the user have in his/her possession or control any title records for the Property?

   No

   (Yes)

   If Yes, please provide information below and attach copies of title records to the User Interview Questionnaire.

2. Is the user aware of any environmental liens?

   (No)

   Yes

   If Yes, please provide information below and attach any copies of evidence of environmental liens to the User Interview Questionnaire.

3. Is the user aware of any deed restrictions, engineering or institutional controls, or other activity and use limitations for the Property?

(No)

Yes

If Yes, please provide information below and attach any copies of evidence of activity and use limitations to the User Interview Questionnaire.

4. Does the user possess any actual or specialized knowledge or experience that is material to any potential recognized environmental conditions in connection with the Property?

(No)

Yes

If Yes, please provide information below.

5. Is the user aware of any commonly known or reasonably ascertainable information within the local community that is material to any potential recognized environmental conditions in connection with the Property?

(No)

Yes

If Yes, please provide information below.

6. What is the user's reason for having the Phase I site assessment performed (Select all that apply)?

   a. Purchase

   b. Lease

   c. Loan

   d. Pre-sale assessment

   e. Tax credits

   f. Other (please explain)_____

7. Only answer Question 7, if the Property is being purchased. The purchase price of the Property is:

   a. Less than the fair market value

   b. More than the fair market value

   c. The same as the fair market value

   d. Relationship to the fair market value is unknown

8. Only answer Question 8, if the purchase price is *less than* the fair market value. Is the user aware of any reason, environmental or otherwise, which would explain the differential in the purchase price and the fair market value?

   No

   Yes

   If Yes, please provide information below.

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground LP **Job #:** 1-12-3244

Contact: Jeff Richardson **Phone #:** in person

RE: - Subject property.

Time/Date	Summary of Conversation
5/15/12	- Mr. Richardson indicated he was employed by the Ball Ground Pharmacy adjacent to the site and the Pharmacy had been located at that location for approx. 3 years. Mr. Richardson did not know of any environmental issues with his property or the subject property.

Page 1 of 1

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground LP Job #: 1-12-324A

Contact: Rebecca Johnson Phone #: on prem

RE: Manager @ Mountain Express Chevron

Time/Date	Summary of Conversation
6/7/12	Ms Johnson indicated she had been employed @ the Mountain express Chevron for 4 years. Ms Johnson indicated that the site had been partially divested for her entire employment. Ms. Johnson had no additional information regarding the site. Ms Johnson indicated that the Mtn Express Chevron had no leaks from their USTs and she was unsure of when their last compliance test was.

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground, LP **Job #:** 1-12-324A

Contact: Ashley Holcomb **Phone #:** 770 652-8523

RE: Previous ownership

Time/Date	Summary of Conversation
4/30/12 afternoon	Interview Ms Ashley Holcomb regading the Site. Ms Holcomb indicated he purchased the site in 2007 as Excursion Properties. The Site Contained the tributary, a horse and a portion of Red Canton Road. Ms Holcomb indicated there were no environmental issue withe the property to his knowledge. He partially developed the property with the current infra Structure and it was purchased in 2008 to put townhomes on it.
5/22/12 afternoon	when asked abt the tributary flood in 2009, Mr. Holcomb indicated ~~it~~ that area did not flood.

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Bell Ground LP Job #: 1-12-324A

Contact: Linda Gregory Phone #:

RE: Purchase price and any differential

Time/Date	Summary of Conversation
6/1/12 morning	Ms. Gregory indicated the property was listed @ $ 302,000.00 and that the contract price was $ 302,000 - She indicated this was fair market value for the site Due to the depressed economy

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground, LP Job #: 1-12-324A

Contact: Dynamic Joyner Phone #: 770-345-3288

RE: Historical relevance of property

Time/Date	Summary of Conversation
6/1/12 Afternoon	Ms. Joyner indicated that the Cherokee Historical Society had no interest in the Subject property & including it in the Ball Ground historic district. Ms. Joyner indicated that the Cherokee Indian that inhabited the area most likely were located near the Etowah River and were not @ the subject property

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Grounds, LP **Job #:** 1-12-324A

Contact: Eric Wilmarth City Manager Ball Ground **Phone #:** 770-735-2123

RE: Where City of Ball Grd gets water, Lic'd wells, Contaminated or otherwise, Zoning for Site, Landfills in area, AULs for Site, Brownfields, Haz waste Sites, Historical Relevance

Time/Date	Summary of Conversation
5/18/12 afternoon	- Spoke with Mr Wilmarth regarding the Site - He indicated the City of Ball Ground gets its water from one well located ± 100 yards from 301 Gilmer Ferry Road - it is the only commercial well for miles. He indicated there were no private wells in the City limits. He indicated the Back up water source for the City is Cherokee Co water Dept. - He indicated the city does not maintain groundwater Use permits ~~Contacted for~~ SI, additionally they do no maintain a pollution Control List, Brownfield List, haz waste site list or a Contaminated well list. Mr. Wilmarth indicated that GA Powers owns & maintains the transformers located onsite. He indicated there 2 landfills were located in the area @ 5 miles (Pine Bluff) & 3 miles (Cherokee CoD)

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground, LP Job #: 1-12-324A

Contact: Eric Wilmarth (cont) Phone #:

RE:

Time/Date	Summary of Conversation
	Mr. Wilmarth indicated the subject property was zoned Traditional Neighborhood Development. He indicated he was not aware of any Env. Conditions @ the site. He indicated the site had been a pasture until 2 years ago. He indicated he didn't know of any historical relevance for the site & the City had no plans to include it as a historical resource.

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Grower, LP **Job #:** 1-12-324A

Contact: Margret Stalling **Phone #:** 626-493-6192

RE: Landfills

Time/Date	Summary of Conversation
5/22/12 afternoon	Ms. Stalling indicated that the ~~at~~ Pine Bluff Landfill Located 34 miles from the Subject property has a 20 year capacity & there are no plans currently for another Landfill.

Page 1 of 1

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground, LP Job #: 1-11-324A

Contact: Michael Chapman Phone #: 678-493-6192

RE: Local land use limitations.

Time/Date	Summary of Conversation
5/22/12	Mr Chapman indicated there are no land use limitation for the site for Cherokee Co.

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground, LP **Job #:** 1-11-324A

Contact: Clint Blackwell **Phone #:** 770-479-2911

RE: Contaminated well list, local ground water use permits

Time/Date	Summary of Conversation
5/22/12 afternoon	Mr. Blackwell indicated Cherokee Co. does not maintain Listing Contaminated wells or groundwater use permits. He also indicated that Cherokee Co is the basin of water supply for the City of Ball Ground. The 2011 water quality report is the most current for the County.

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Grocery, LLP Job #: 1-ID-324A

Contact: Amy Grice Phone #: 715 479-0444

RE: local ground water use permits, Contaminated wells

Time/Date	Summary of Conversation
5/23/12 morning	Ms Grice Indicated Cherokee County doesn't maintain records for ground water use permits or Contaminated wells. Additionally they do not maintain local pollution control records

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground, LP Job #: 1-12-324A

Contact: Jennifer Hackney Phone #: 770-357-4900

RE: State waters Determination

Time/Date	Summary of Conversation
5/18/12 afternoon	Left message for Jennifer
5/22/12 morning	- Spoke to Jennifer regarding tributary on eastern property line. She indicated she would need to look @ it. We made plans to meet on-site on May 24th.
5/24/12 afternoon	- Jennifer and I met onsite to look over tributary. Jennifer indicated it would be considered a "waters of the State" and would be subject to a 25' Buffer. She indicated she would provide me with a letter stating that by end of the week.

Page 1 of 1

Rebecca Donnelly

From: Jennifer Hackney [Jennifer.Hackney@dnr.state.ga.us]
Sent: Thursday, May 24, 2012 5:37 PM
To: rdonnelly@maxisengineering.com
Cc: ewilmarth@cityofballground.com; Jeffery Bishop
Subject: State Waters Determination Letter
Attachments: Holcomb St & Valley St SW - Ball Ground.pdf

Rebecca,

Thank you again for meeting me on-site Monday. As requested, the state waters determination letter is attached. Please let me know if you have any questions or concerns or need additional information.

Have a nice holiday weekend!

Thank you,
Jennifer

Jennifer Hackney
Environmental Engineer
Georgia Department of Natural Resources
Environmental Protection Division
16 Center Road
Cartersville, GA 30121
770-387-4949

Georgia Department of Natural Resources
Mountain District Office, 16 Center Road, Cartersville, Georgia 30121
Mark Williams, Commissioner
Environmental Protection Division
Judson H. Turner, Director
Phone: (770) 387-4900
Fax: (770) 387-4906

Remit Correspondence to:
Post Office Box 3250
Cartersville, Georgia 30120

MAY 24 2012

Maxis Engineering, LLC
c/o Ms. Rebecca Donnelly
1100 Howell Bridge Road
Ball Ground, Georgia 30107

Re: State Waters Determination
Coy M. Holcomb Street and Valley Street
Ball Ground, Cherokee County, Georgia
File: SW-028-01-015

Dear Ms. Donnelly:

The Georgia Environmental Protection Division (EPD) conducted a site visit at the property located west of the intersection of Coy M. Holcomb Street and Valley Street on May 21, 2012, to make a state waters determination for the drainage feature located along the eastern property boundary (parallel to Valley Street). As observed during the site visit, the feature satisfies criteria as detailed in the EPD "Field Guide for Determining the Presence of State Waters that Require a Buffer," including a continuous defined channel with wrested vegetation and base (groundwater) flow. As a result, the drainage feature is subject to the stream buffer regulations of the Georgia Erosion and Sediment Control Act of 1975, as amended. A stream buffer variance from the EPD is required for encroachment into the state-mandated stream buffer.

If additional assistance is required, please contact me at 770-387-4949.

Sincerely,

Jennifer L. Hackney
Environmental Engineer

cc: City of Ball Ground
c/o Eric Wilmarth
215 Valley St, Ste 200
PO Box 285
Ball Ground, GA 30107

Bert Langley, EPD Mountain District Manager
c/o Jeff Bishop
4244 International Pkwy, Ste 114
Atlanta, GA 30354

File: SW-028-01-015

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground, LP Job #: 1-12-324A

Contact: Matt Latham Phone #: 770-479-1813

RE: Transformers on property

Time/Date	Summary of Conversation
5/31/12 morning	Mr. Latham indicated that GA Power is responsible for the operation and maintenance of the transformers on-site. Mr. Latham indicated the transformers were installed less than 5 years ago therefore they do not contain PCB's.

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground, LP Job #: 1-12-324A

Contact: Erin Parris Phone #: 404-617-6546

RE: Historic Preservation

Time/Date	Summary of Conversation
7/16/12 Afternoon -	Spoke w/ Erin about property because it is vacant. Erin indicated they needed pictures of surrounding properties (4 pics) any older structures in the area. She also indicated they would need historical aerials & topo maps to help w/ their determination. She indicated the review time would be 30 days.
7/17/12 - Afternoon -	Erin called regarding our submittal & indicated we would receive a letter w/ a determination that the construction would impact historic properties.

Page 1 of 1

MAXIS
ENGINEERING

May 18, 2012

Ms. Erin Parr
Georgia Department of Natural Resources
State Historic Preservation Office
254 Washington Street, SW, Ground Level
Atlanta, Georgia 30334

Reference: **JT Builder, Inc.**
Canton Highway
Ball Ground, Cherokee County, Georgia
Maxis Project No: 1-12-324A

Dear Ms. Parr:

Maxis Engineering, LLC (Maxis) is submitting the enclosed information as required by the Georgia Department of Community Affairs (DCA) 2012 Environmental Manual to comply with Section 106 of the National Historic Preservation Act as part of our client's application to DCA Office of Affordable Housing for Low Income Housing Tax Credits (LIHTC). In that application, the developer intends to complete new construction on a 10-acre property that is currently partially developed. Maxis anticipates that the proposed project will have no adverse effect to the historic integrity of the subject property or its area of potential effect (APE).

The developer has not created specific design details and/or drawings during this conceptual phase because the project is still in the process of applying for the aforementioned housing tax credits. The LIHTC application, of which this 106 Review and the other funding applications are a part, is due July 14, 2012, and funds should be awarded by November 2012. If the project is selected for DCA LIHTC funding, we anticipate closing the construction loan by year end and having design drawings completed by April 1, 2013. Once the preliminary design has been completed, we will provide detailed drawings including additional context photos to your office for review and/or approval prior to finalizing.

In order to be able to proceed as proposed, we respectfully request a letter indicating as strongly as possible that the project as proposed will have no adverse effect to historic properties located within its APE, as defined in 36 CFR Part 800.5(d)(1). This letter is urgently required for inclusion in our DCA OAH application package due by July 14, 2012.

Should you have any questions regarding this letter, or if we may be of any further assistance, please call me at (678) 454-1130.

Sincerely,
Maxis Engineering, LLC

Rebecca K. Donnelly
Project Manager

Barry D. Holbert, P.E.
Principal

Attachment

Georgia Historic Preservation Division
Environmental Review Form

At a minimum, the Historic Preservation Division (HPD), Georgia State Historic Preservation Office (SHPO), may require the following information in order to review projects in accordance with applicable federal or state laws (Section 106 of the National Historic Preservation Act or the Georgia Environmental Policy Act, etc). Please note that responsibility for preparing documentation, including the identification of historic resources and the assessment of potential effects resulting from an undertaking, rests with the federal or state agency or its designated applicant. If insufficient information is provided, we may request additional materials. The role of the SHPO is to review, comment, and consult with federal/state agencies, applicants, and consultants. *Please note that the US Corps of Engineers (USACE) does not delegate compliance to applicants and all information prepared for permits through this agency should be coordinated directly with USACE. Also, if you are submitting a cell tower project do not use this form. Please submit all cellular projects on either the Form 620 or 621.*

I. General Information

A. **Project Name**: JT Builder, Inc

Project Address: Canton Highway

City: Ball Ground County: Cherokee

Project Number_____ PI Number (if applicable)_____

U. S. Congressional District - see http://www.census.gov/geo/www/cd108th/GA/plc_c8_13.pdf : 9,13

B. **Federal Agency**: _____

State Agency (if applicable): Georgia Department of Community Affairs

C. **Agency's Involvement:**

- ☐ Funding
- ☐ License/Permit
- ☐ Direct/Is performing the action
- ☐ Unknown
- ☐ Other, please explain: _____

D. **Project Type:**

- ☐ Road/Highway Construction or Improvements
- ☐ Demolition
- ☐ Rehabilitation
- ☐ Addition to Existing Building/Structure
- ☒ New Construction
- ☐ Relicensing
- ☐ Utilities/Infrastructure
- ☐ Unknown
- ☐ Other: _____

E. **Level of Review:**

- ☒ Section 106 of the National Historic Preservation Act (Federal)
- ☐ Section 110 of the National Historic Preservation Act
- ☐ Georgia Environmental Policy Act (State)
- ☐ State Agency Historic Property Stewardship Program (State Stewardship)
- ☐ Technical Assistance
- ☐ Unknown

F. **Project Description and Plans** (Please include details as to what will be constructed, what will be altered and how and what will be demolished, as applicable. Attach additional pages if necessary):

The property comprises twelve parcels, which encompasses approximately 10 acres and is located on the eastern side of Canton Highway just northeast of the intersection of Howell Bridge Road and Canton Highway in Ball Ground, Georgia. All activities in the scope of the project are related to the construction of quality affordable housing for families earning up to 60% of Area Median Income. Services and amenities will be provided to residents including ample parking. Sources of funds include federal and state low income housing tax credits (LIHTC), GA HOME funds, and GA RDF CDBG funds.

G. **Contact Information**:

☐ **Applicant** ☒ **Consultant**

Name: Maxis Engineering, LLC

Address: 1100 Howell Bridge Road

City: Ball Ground State: GA Zip: 30107

Phone: (678) 454-1130 Fax: (678) 454-1131

Email: rdonnelly@maxisengineering.com

Agency Contact Info (either State or Federal, according to review type):

Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

H. Attach a **map** indicating the precise location of the project, preferably a clear color copy of a USGS topographic quadrangle map (7.5 minute). For projects in urban areas, please also include a city map that shows more detail. For additional help and information you may want to refer to the following websites: http://terraserver.microsoft.com/, http://topomaps.usgs.gov [1]. See **Figure 1A through 1P**, for the historical and current topographic quadrangle maps, and the historical aerials associated with this site.

I. Has this identical project or a related project been previously submitted for review? YES ____ NO X If yes, please enclose a copy of the State Historic Preservation Officer's comments.

II. Information Defining the Area of Potential Effect (APE)

A. The APE varies with project types, and can be direct or indirect (**physical or visual**). The APE is defined as "the geographic area or areas within which an undertaking may cause changes in the character or use of historic properties, if any such properties exist." Factors considered when determining the APE include topography, vegetation, existing development, orientation of an existing resource to the project, physical siting of a resource, and existing and planned future development. For example:

1. Rehabilitation, renovation, and/or demolition of an historic building or structure, or new construction: the APE might include the building itself and the adjacent setting.
2. Streetscapes: the APE might include the viewshed from the street.
3. Pedestrian/bicycle facilities: the APE might extend the length of the corridor and for some distance on both sides of the corridor.
4. Underground utilities: the APE would usually be limited to the area of ground disturbance.

Based on this information, **describe the Area of Potential Effect** for your project:

Construction of buildings.

B. **Attach a map or site plan and project plans (as applicable)**, which indicate the boundaries of the APE and provide information about project scope of work (this may be the same map used above to show project location),

[1] Please note, this is not a complete list of websites with topographic map information. These websites are not controlled by HPD and HPD bears no responsibility for their content.

please see the examples on our website. See **Figure 2** regarding the parcels to be utilized for the proposed construction.

C. **Provide high-resolution color photographs**, which illustrate the project area and the entire APE as defined above. Photography should document not only the project area, but also any adjacent properties that are within the APE. If the APE includes buildings or structures, please include clear views of each. All photography should be keyed to a site map and project plans (as applicable), please see our examples. Photographs should be individually numbered, and corresponding numbers should be placed on the map or site plan, showing location and direction of view. Should your project entail the alteration of existing historic structures, please provide photographs of existing conditions of sites, buildings and interior areas to be impacted. A photo key has been attached as **Figure 3**.

III. Site Information

A. To your knowledge, has a cultural resources assessment or a historic resources survey been conducted in the project area? YES_____ NO X DO NOT KNOW _____
If yes, provide the title of the report, author, date and principal investigator:

_____

_____

B. Attach any available information concerning known or suspected archaeological resources in the area of potential effect. (Note: Research at the Georgia Archaeological Site File in Athens may be undertaken only by a qualified archaeologist or site file staff. For questions, please call 706-542-8737.) **Please note that as part of the review process, HPD may request an archaeological survey.**

C. In the past has this property been used for:

1.	Farming	YES X	NO ____
2.	Pasture	YES X	NO ____
3.	Mining	YES ____	NO ____
4.	Timbering	YES ____	NO ____
5.	Road construction	YES X	NO ____
6.	Housing	YES X	NO ____
7.	Landfill	YES ____	NO ____
8.	Commercial	YES ____	NO ____
9.	Industrial	YES ___	NO ____
10.	Other (explain):		

D. Describe what is on the property today (i.e. buildings, parking lot, house, barn, outbuildings, woods, grass, garden, etc.) : Currently, the subject property is partially developed with below grade storm sewers and sewer piping, above ground sewer piping stubs, concrete footers, electrical transformers, a retaining wall, and an asphalt paved road with concrete curbing. See **Figure 2**.

E. Does the project include any land disturbing activities? (haul roads, cut or fill areas, excavations, landscaping activities, ditching, utility burial, grading, water tower construction etc.) YES X NO _____ If yes, please describe the nature of the work and the approximate three dimensional extent of work: Land disturbing activities will consist of construction of buildings, landscaping, etc.... The developer will coordinate with the City of Ball Ground to obtain the appropriate permits for all land disturbing activities.

F. If not provided in response to previous sections, please include a project specific map and/or preliminary site plan that fully describe the project boundaries and areas of land disturbing work. Note in detail all changes and additions proposed to be made to the existing site. Will submit at a later date.

IV. Building and Structure Information

A. Is the project located within or adjacent to a National Register of Historic Places (NRHP) listed or eligible historic district?
YES ___NO X DO NOT KNOW ____ If yes, please provide the name of the district: The City of Ball Ground and associated Cherokee County Historic Preservation Society have **no plans** and are not interested in adding this area to the Historic District.

B. Within the project APE, are there any other buildings or structures that are 50 years old or older?

YES X NO __ If yes, provide numbered photographs of each that have been keyed to a site map.
One building is located across Valley Street and across the rail road tracks approximately 300 feet to the east of the subject property. See **Figure 3** for a key associated with the photos .

C. Are any of the buildings or structures identified above listed or eligible for listing in the NRHP?
YES ___ NO X DO NOT KNOW____ If yes, please identify the properties (by name or photo #).
There are not buildings on the property, it is currently partially developed with below grade storm sewers and sewer piping, above ground sewer piping stubs, concrete footers, electrical transformers, a retaining wall, and an asphalt paved road with concrete curbing.

D. Does the project involve the rehabilitation, renovation, relocation, demolition or addition to any building or structure that is 50 years old or older?
YES ____ NO X

E. Complete a Georgia Historic Resources form for EACH building or structure that is 50 years of age or older. Only the circled fields are required, but please fill out any additional fields if know. There are no buildings on the property, it is currently partially developed with below grade storm sewers and sewer piping, above ground sewer piping stubs, concrete footers, electrical transformers, a retaining wall, and an asphalt paved road with concrete curbing.

1. It is not necessary to provide the roll and frame number for photographs (as indicated on #26 of form). It is necessary to key each photo to the site map. Photographs should be legible-size high-quality color digital pictures of 35 mm prints. Polaroid's are unacceptable. Photos should show clear views of each main elevation (front), and views of the setting.
2. Please refer to the HPD survey manual if additional help is needed in completing the Georgia Historic Resources form.

(Note: Background research for previously identified properties within an APE may be undertaken at HPD, including the National Register of Historic Places files, county architectural surveys, and identified sites files. To make a research appointment, please call 404-651-5911. Some information may also be available on the web.)

F. Additional Information for Effects Determination

An effect occurs when an action alters the characteristics of a property that may qualify it for the National Register or alters the features of a property's location, setting or use that contribute to its significance. How is the project going to affect any of the properties identified in the previous section?

A. Will the project take away or change anything within the apparent or existing boundary of any of these historic properties?
YES ___ NO X If yes, please explain:

B. Will the project change the view from or the view of any of these properties?
YES ___ NO X If yes, please explain:

C. Will the project introduce any audible or atmospheric elements to the setting of any of these historic properties?
YES ____ NO X If yes, please explain: _____

D. Will the project result in the transfer, lease or sale of any of these historic properties?
YES ____ NO X If yes, please explain:

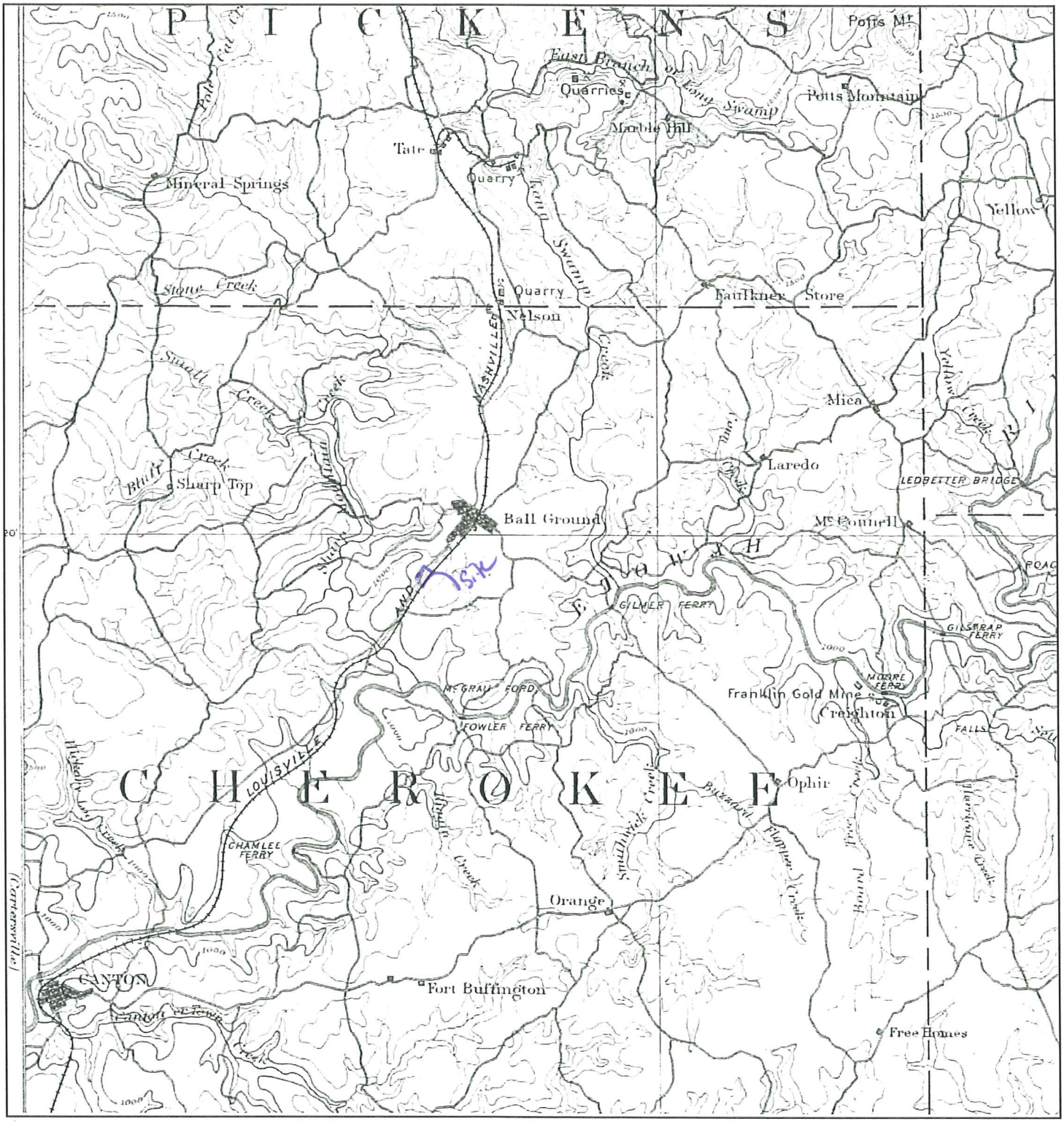
Please note: *HPD's ability to complete a timely project review largely depends on the quality of the material submitted. For complex projects, some applicants may find it advantageous to hire a historic preservation professional with expertise in history, architectural history and/or archaeology.*

Project submissions will not be accepted via facsimile or e-mail. *There is a 30-day review and comment period. For questions regarding this form or the review process, please contact HPD's Environmental Review Specialist at 404-651-6546.*

When completed, please send this form along with the supporting material to:

Dr. David Crass, Division Director,
Deputy State Historic Preservation Officer
Historic Preservation Division
Attention: Environmental Review
254 Washington Street, SW, Ground Level
Atlanta, Georgia 30334

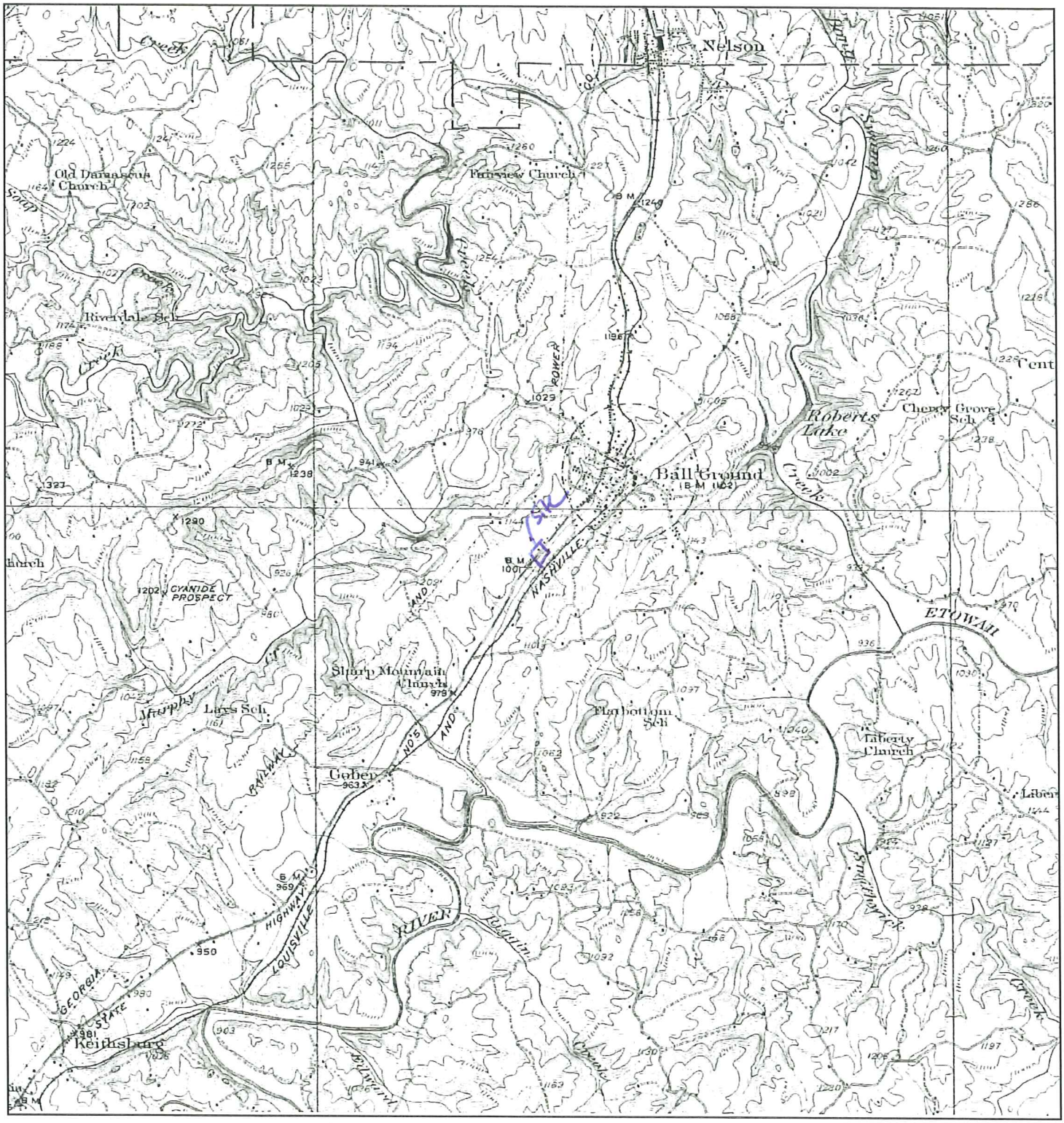
Historical Topographic Map



N	TARGET QUAD NAME: SUWANEE MAP YEAR: 1894 SERIES: 30 SCALE: 1:125000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

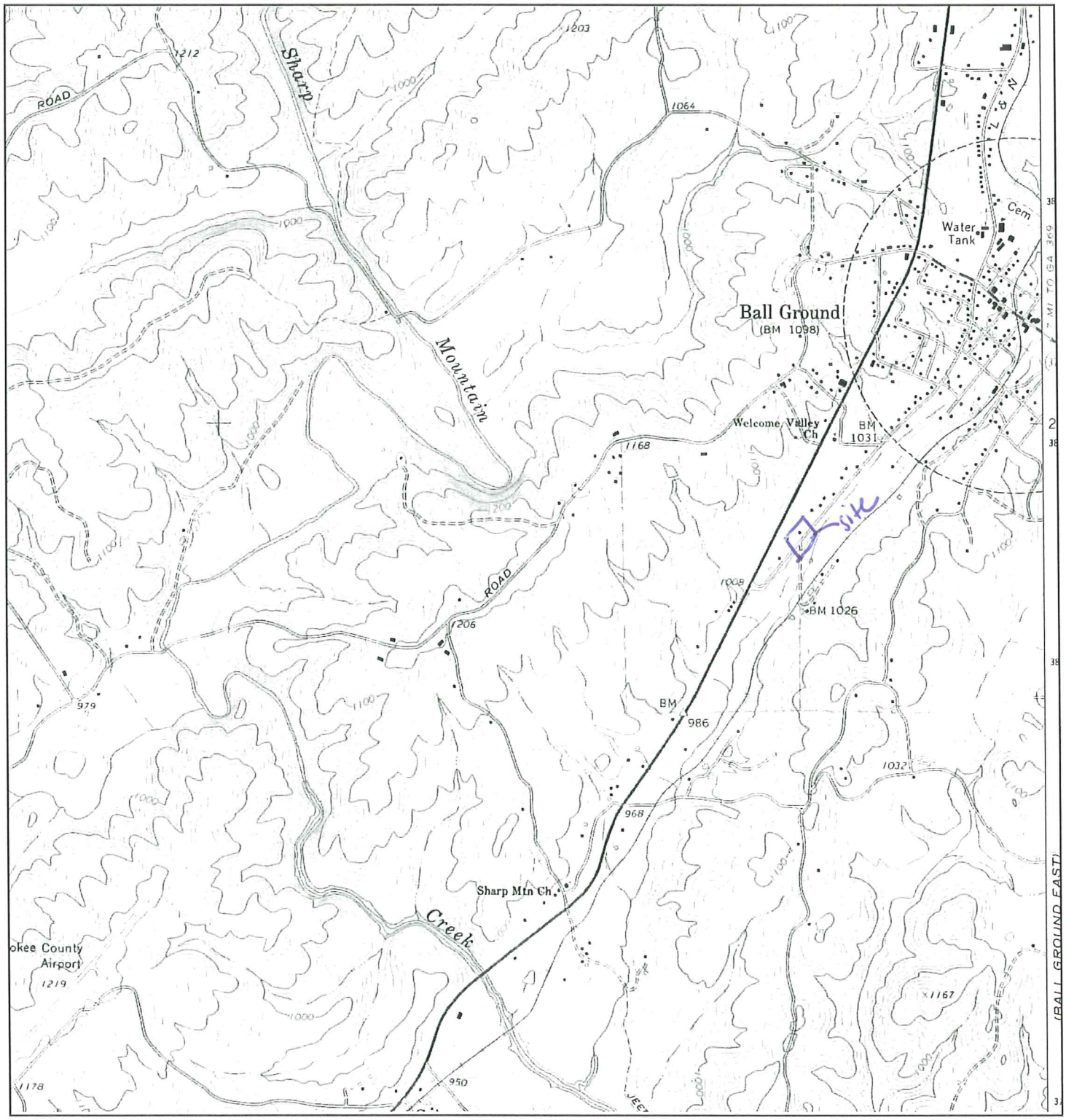
Figure 1A

Historical Topographic Map



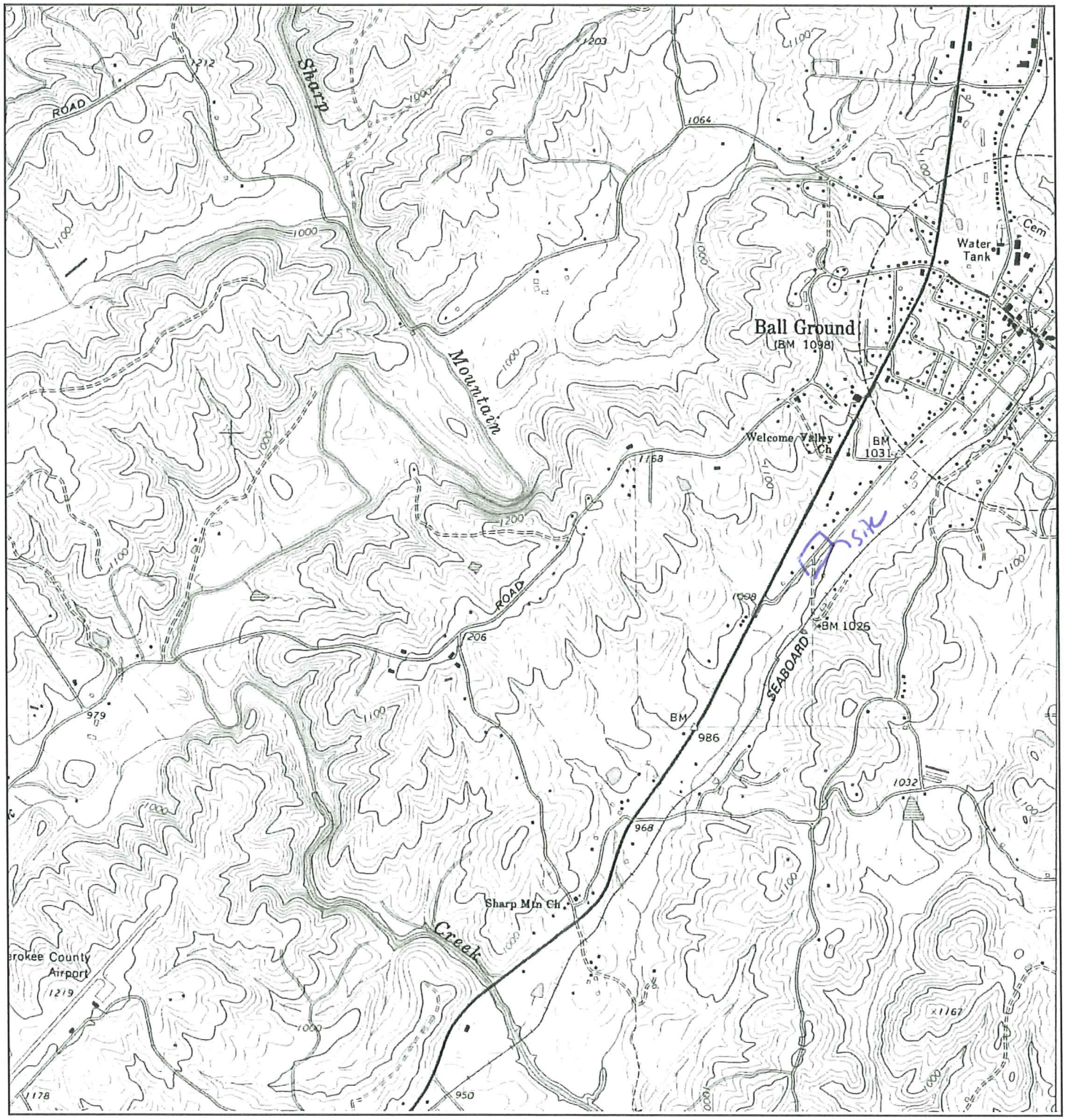
N	TARGET QUAD NAME: TATE MAP YEAR: 1928 SERIES: 15 SCALE: 1:62500	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012	Figure 1B

Historical Topographic Map



N	TARGET QUAD NAME: BALL GROUND WEST MAP YEAR: 1973 SERIES: 7.5 SCALE: 1:24000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012 figure 1C

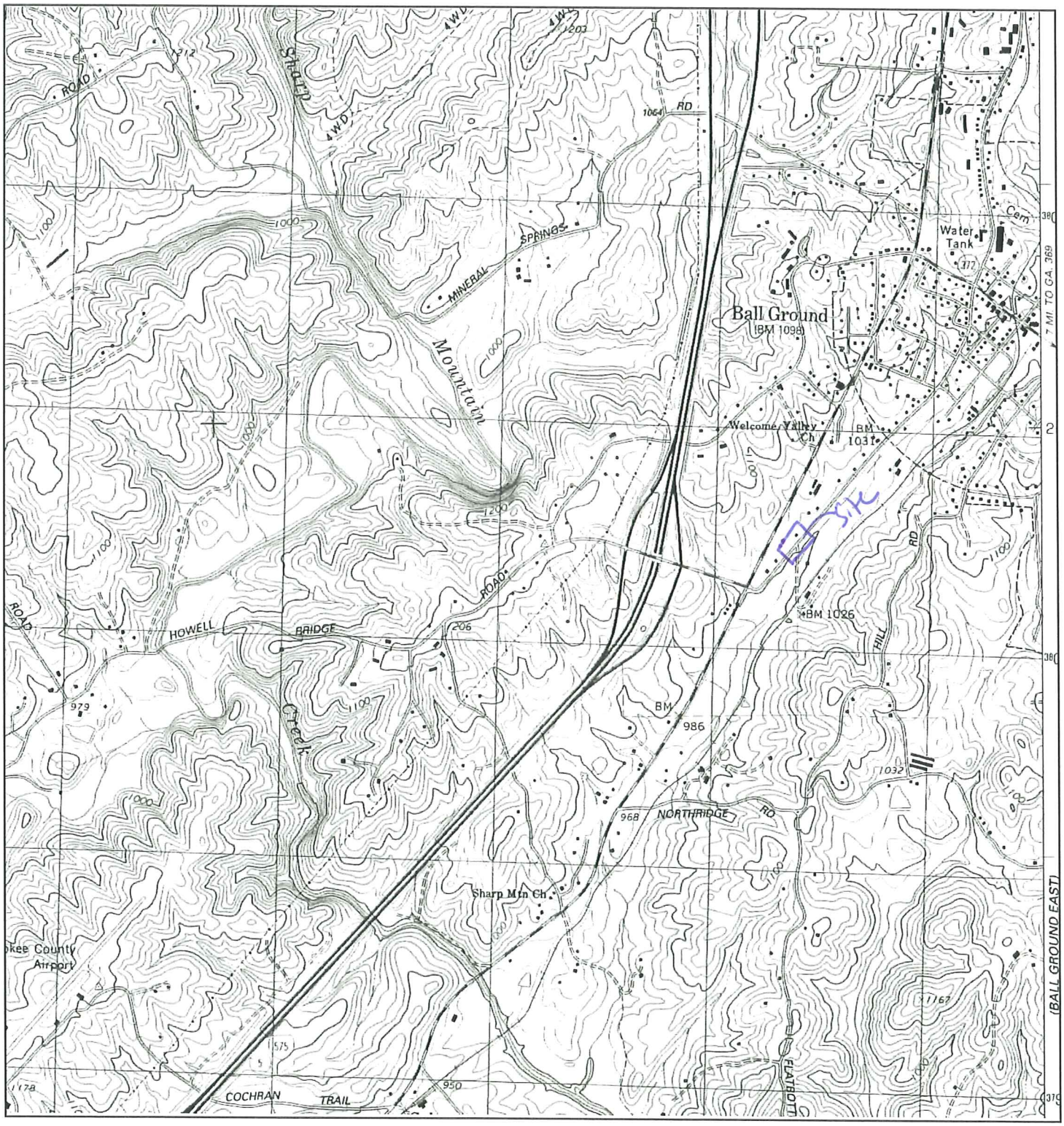
Historical Topographic Map



N			
	TARGET QUAD NAME: BALL GROUND WEST MAP YEAR: 1985 PHOTOREVISED FROM :1973 SERIES: 7.5 SCALE: 1:24000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

Figure 1D

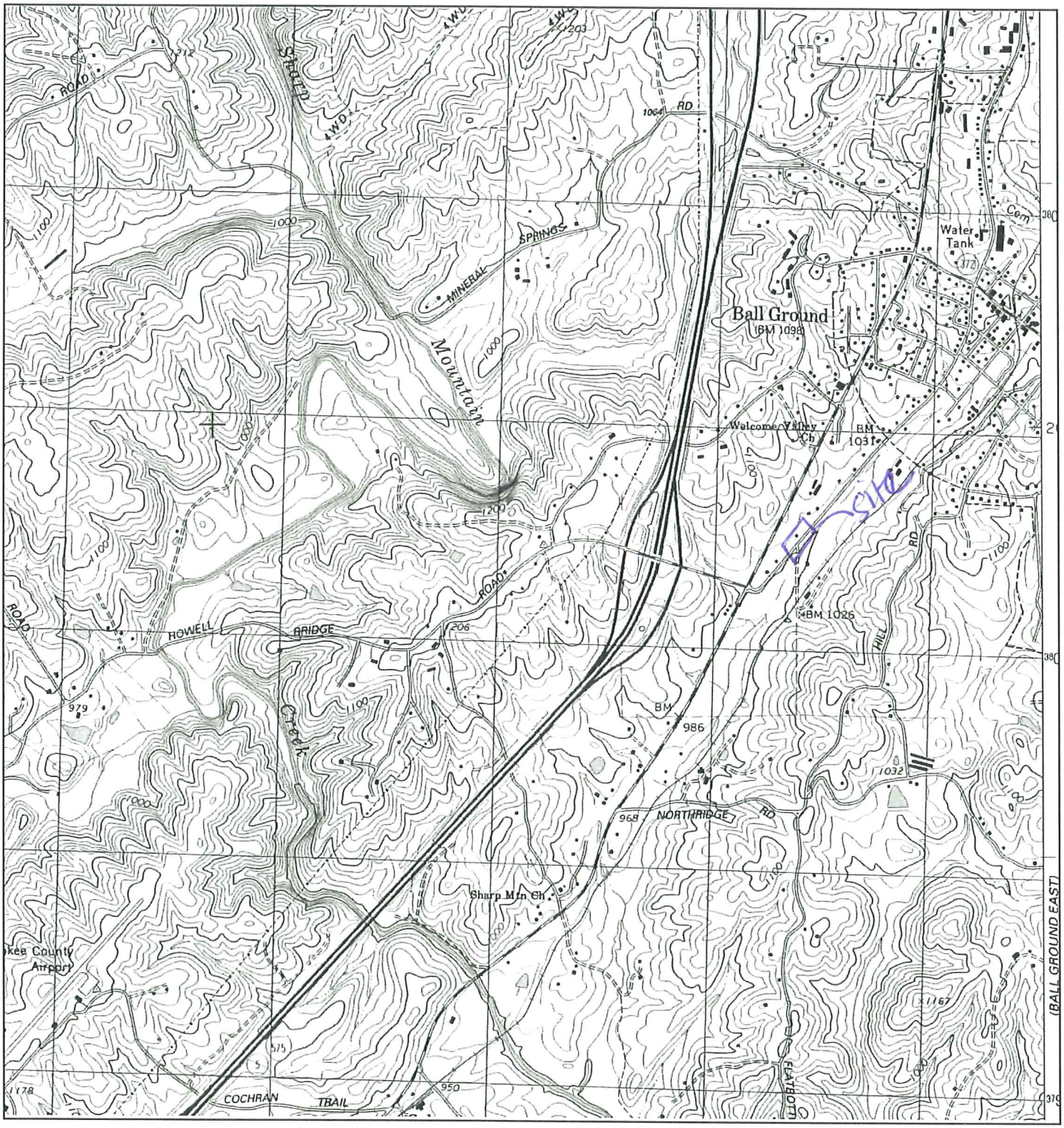
Historical Topographic Map



N	TARGET QUAD NAME: BALL GROUND WEST MAP YEAR: 1992 SERIES: 7.5 SCALE: 1:24000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

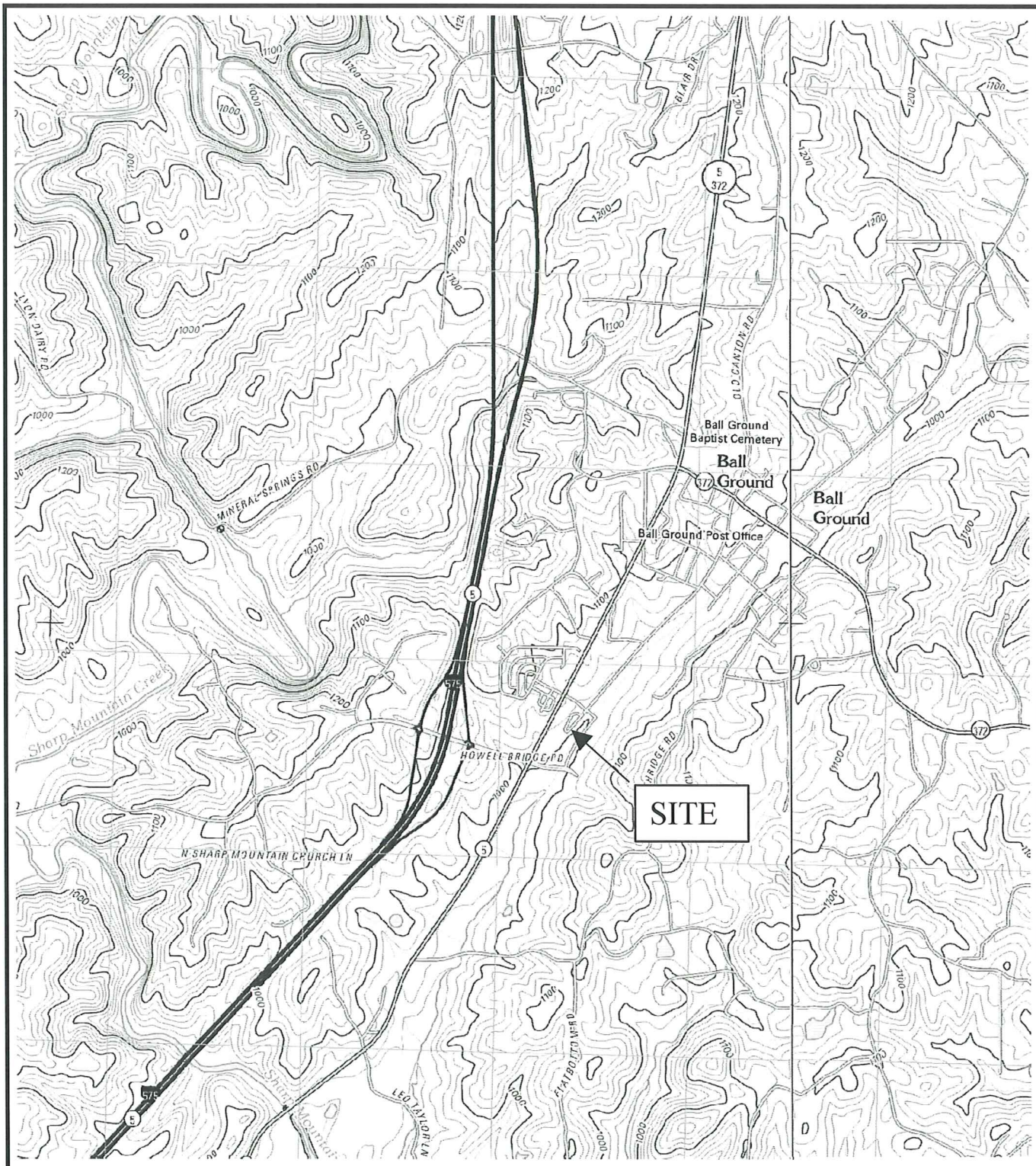
Figure 1E

Historical Topographic Map



N	TARGET QUAD		SITE NAME:	JT Development	CLIENT:	Maxis Engineering LLC
	NAME:	BALL GROUND WEST	ADDRESS:	Old Canton Road	CONTACT:	Rebecca King Donnelly
	MAP YEAR:	1997		Ball Ground, GA 30107	INQUIRY#:	3312873.4
	SERIES:	7.5	LAT/LONG:	34.3278 / -84.3881	RESEARCH DATE:	04/30/2012
	SCALE:	1:24000				

Figure 1F



MAXIS ENGINEERING

USGS TOPOGRAPHIC LOCATION MAP

JT Builder, Inc.
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	1G
QUAD:	Ball Ground West, GA 2011
JOB NUMBER:	1-12-324A
SCALE:	As Shown

Figure 1H

INQUIRY #: 3312873.5

YEAR: 1938

= 476'

N

Figure 1 I

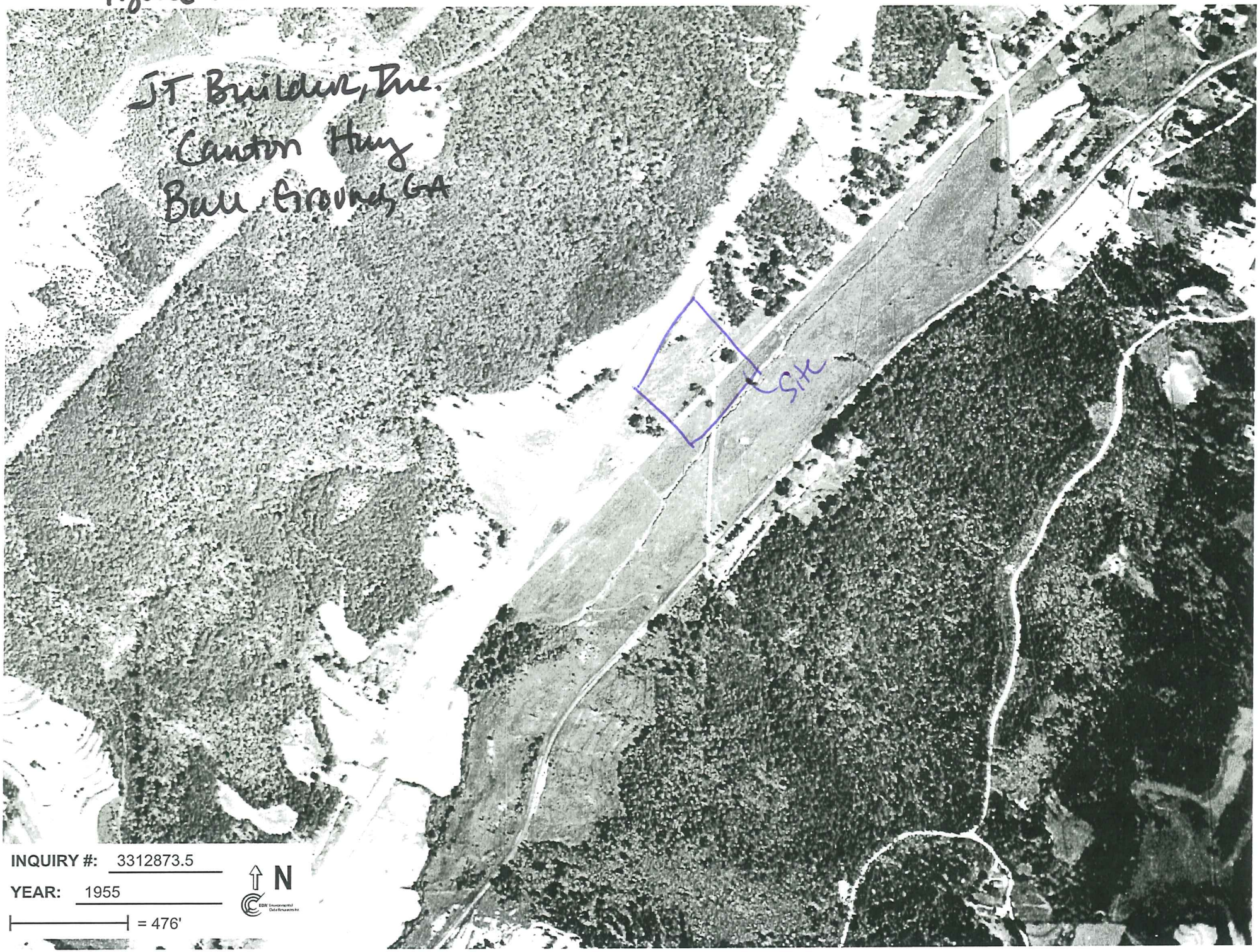
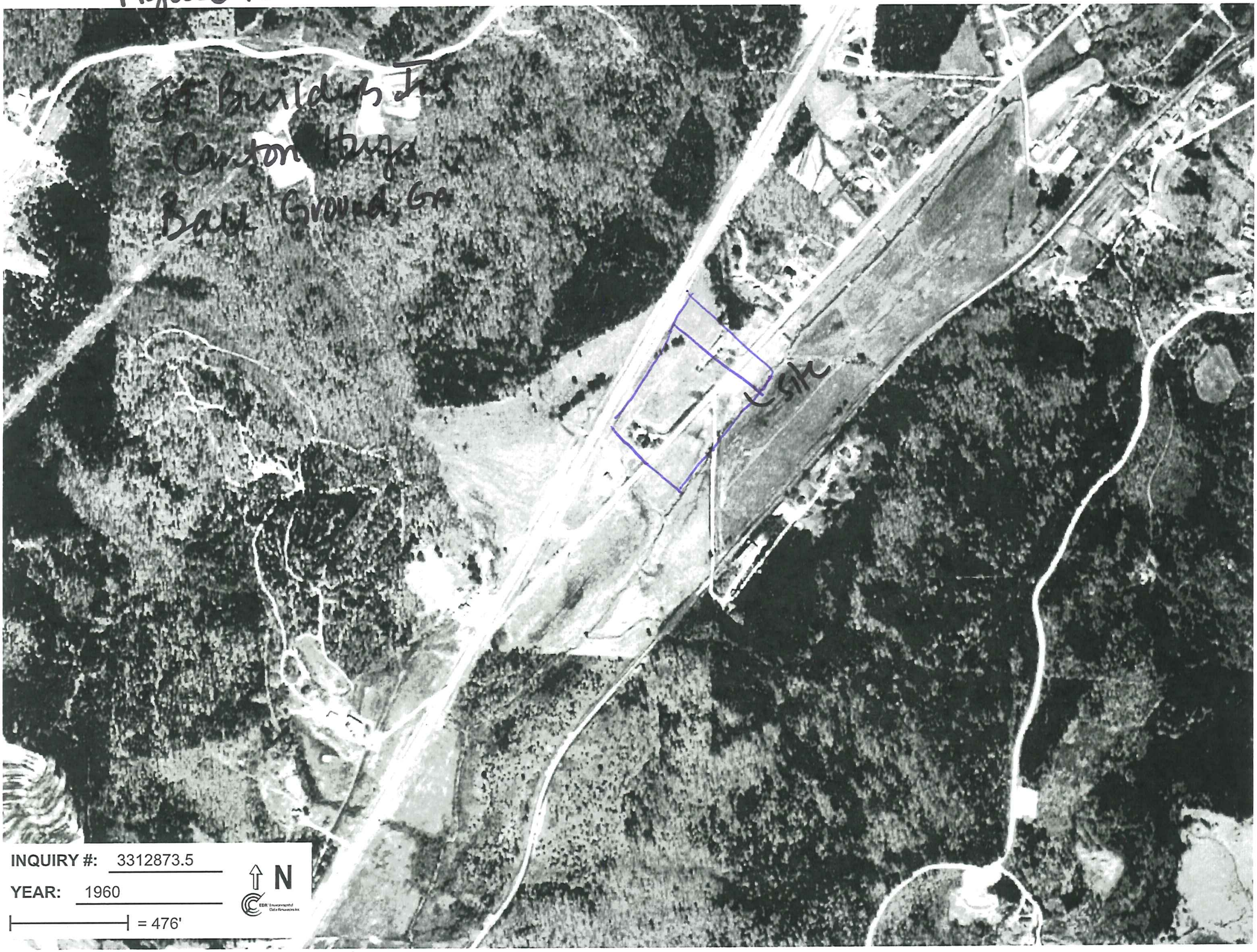

JT Builder, Inc.
Canton Hwy
Bell Ground, GA
Site
INQUIRY #: 3312873.5
YEAR: 1955
= 476'
N

Figure 15



JT Builders Inc
Canton Hwy
Ball Ground Ga
site
INQUIRY #: 3312873.5
YEAR: 1960
N
= 476'

Figure 11c

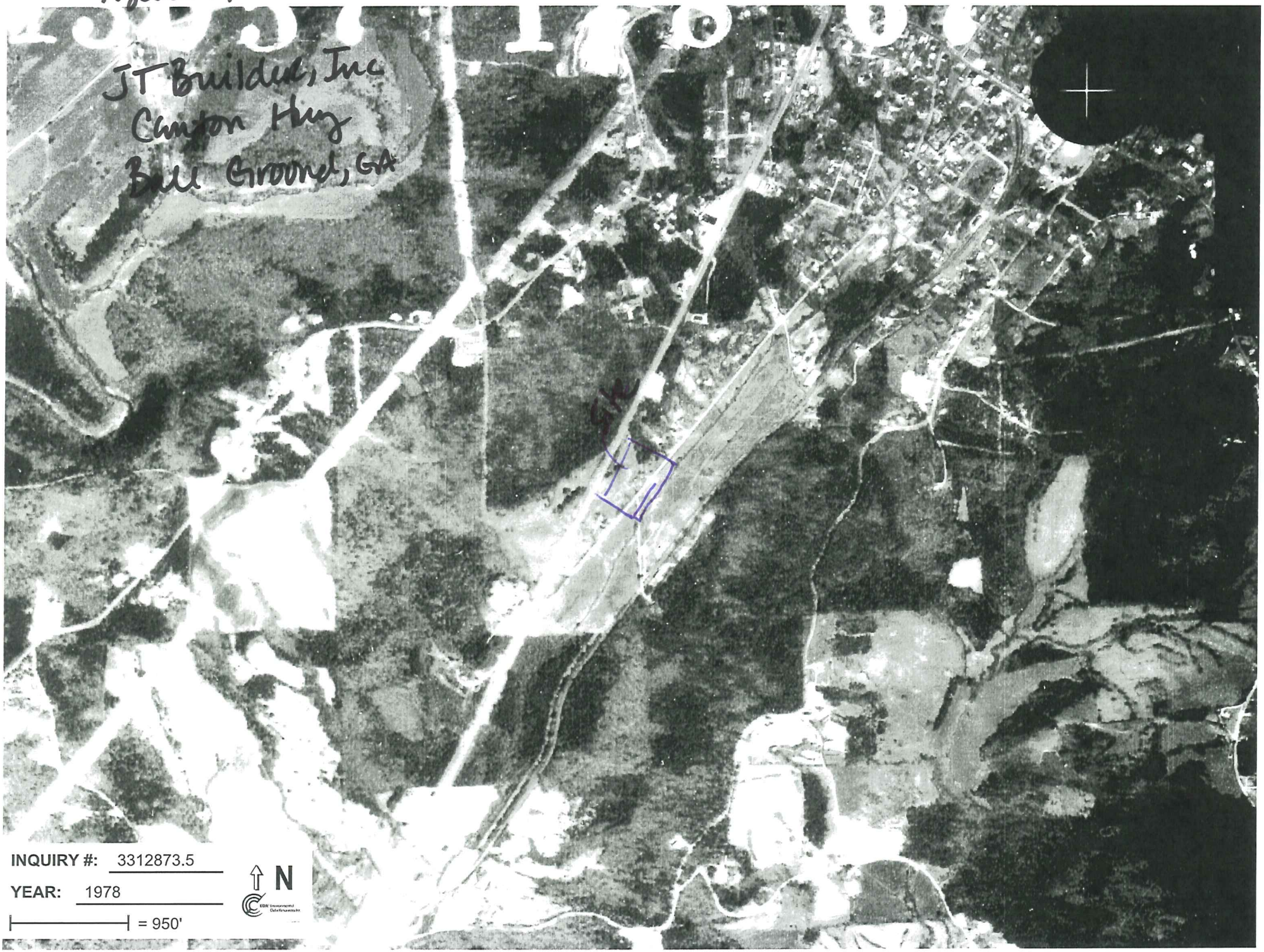
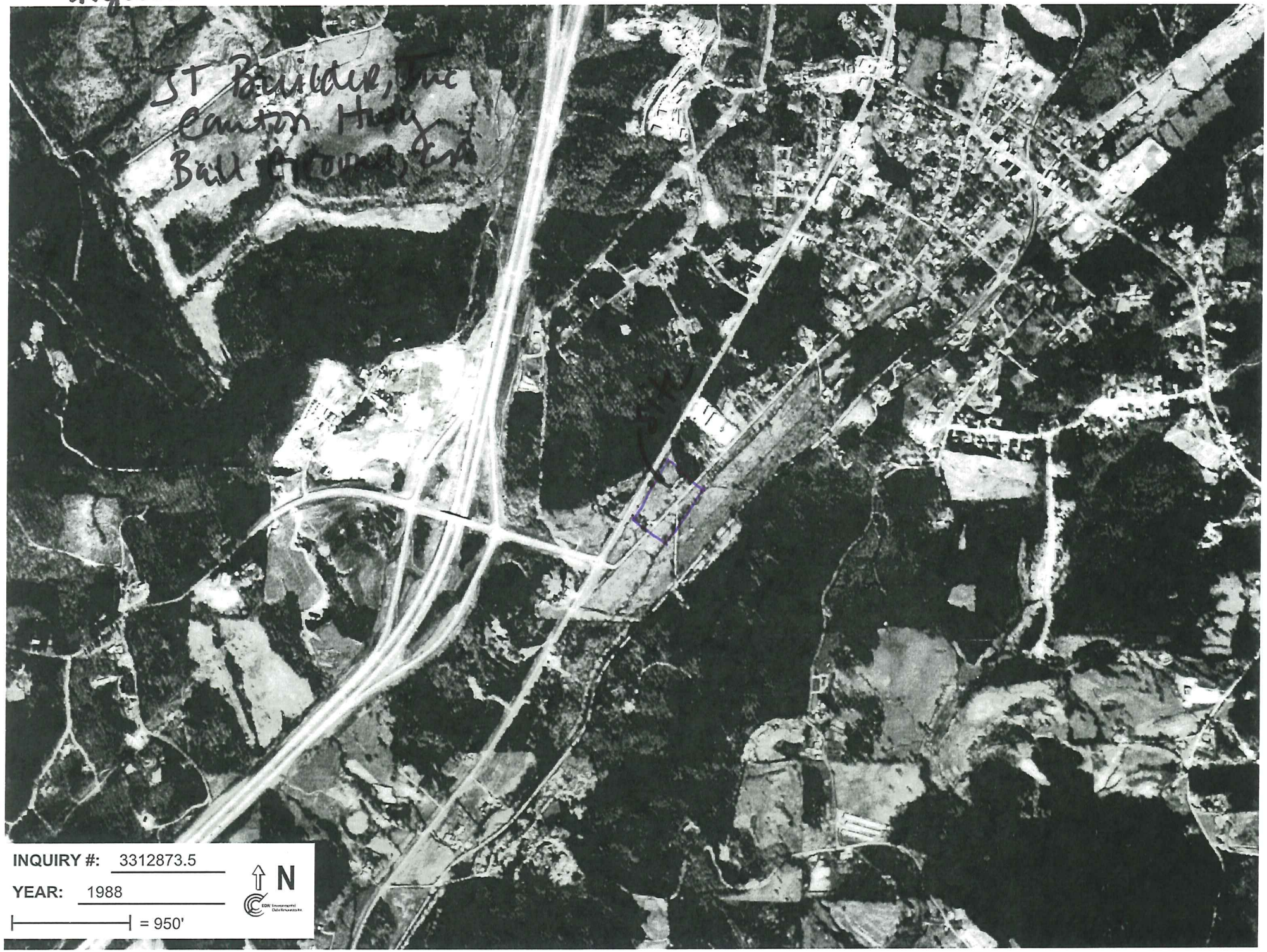

JT Builders, Inc
Canton Hwy
Ball Ground, GA
INQUIRY #: 3312873.5
YEAR: 1978
= 950'
N

Figure 2


ST Boulder, Inc
Canton Hwy
Bell (Cobb) Co
INQUIRY #: 3312873.5
YEAR: 1988
= 950'
N

INQUIRY #: 3312873.5

YEAR: 1993

= 500'

N

Figure 1.11

SITE
JT Builder, Inc
Canton Hwy
Ball Ground, GA
INQUIRY #: 3312873.5
YEAR: 2005
= 500'
N

Figure 1N

SITE
JT Builder, Inc
Canton Hwy
Ball Ground, GA
INQUIRY #: 3312873.5
YEAR: 2006
= 500'
N

Figure 12

Site
INQUIRY #: 3312873.5
YEAR: 2007
= 500'
N
JT Boulevard Tree
Carlton House
Bath England

Figure 1P

FIELD BOOK 119, PAGE 86, FILE J2513X

LEGEND:
1) I.P.S. - IRON PIN SET (#5R.)
2) I.P.F. - IRON PIN FOUND
3) R. - REINFORCING BAR
4) A - ARC
5) RAD. - RADIUS
6) (R) - RADIAL
7) (NR) - NOT RADIAL
8) M.H. - MANHOLE
9) D.I. - DROP INLET
10) B.L. - BUILDING LINE
11) R/W - RIGHT OF WAY
12) J.B. - JUNCTION BOX
13) F.H. - FIRE HYDRANT
14) L.L.L. - LAND LOT LINE
15) C.B. - CHORD BEARING
16) C.D. - CHORD DISTANCE
17) N./F. - NOW OR FORMERLY
18) S.S. - SANITARY SEWER
19) S.S.E. - SANITARY SEWER EASEMENT
20) P.P. - POWER & (OR) PHONE POLE
21) D.E. - DRAINAGE EASEMENT
22) ℄ - CENTERLINE
23) P. - PROPERTY LINE
24) ———W——— - OVERHEAD POWER LINE
25) ———T——— - OVERHEAD PHONE LINE
26) —x—x—x— - FENCE (APPROX. LOC.)
27) —→·····→— - ℄ STREAM (APPROX. LOC.)
28) —→———→— - ℄ DITCH (APPROX. LOC.)
29) 129 - INDICATES STREET NUMBER
30) APPROX. 900 - INDICATES APPROX. 100 YEAR HIGH WATER ELEVATION
31) P.E. - PEDESTRIAN EASEMENT
32) S.W.B. - STATE WATERS BUFFER
33) C.M.P. - CORRUGATED METAL PIPE
34) R.C.P. - REINFORCED CONCRETE PIPE
35) M.M.F. - MARBLE MONUMENT FOUND
36) P.U.B. - POWER UTILITY BOX
37) L.P. - LIGHT POLE
38) C.M.F. - CONCRETE MONUMENT FOUND
39) D.I. - DROP INLET
40) N. & C. - NAIL AND CAP FOUND IN ASPHALT
41) D.B. - DEED BOOK
42) P.B. - PLAT BOOK
43) PG. - PAGE
44) ⊗ - INDICATES WATER SERVICE
45)

TRAVERSE TABLE

COURSE	BEARING	DISTANCE
1	S 26°00'00"W	1.56'
2	S 45°31'05"W	102.53'
3	S 26°06'25"W	41.23'
4	S 12°23'30"W	66.34'
5	S 51°43'15"W	27.13'
6	S 82°18'25"W	22.60'
7	S 54°45'25"W	29.40'
8	S 19°35'30"W	59.97'
9	S 46°55'30"W	89.31'
10	S 29°58'45"W	44.53'
11	S 27°50'55"W	28.23'
12	S 86°59'40"W	12.00'
13	S 31°54'35"W	18.37'
14	S 27°59'20"W	40.42'
15	S 02°30'25"W	24.79'
16	S 24°47'40"W	62.64'
17	S 42°39'30"W	41.49'
18	S 42°39'30"W	30.53'
19	S 33°30'55"W	223.33'
20	S 03°35'15"W	42.36'
21	S 32°40'10"W	22.69'
22	N 85°24'05"W	78.02'±
23	N 10°07'30"E	33.62'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
24	84.70'	N 25°14'00"E	83.83'	170.50'

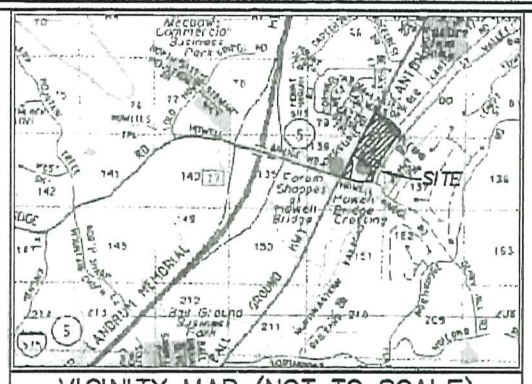
COURSE	BEARING	DISTANCE
25	N 39°04'35"E	48.26'
26	N 64°04'15"W	53.66'
27	S 25°59'25"W	21.19'
28	N 64°00'35"W	88.17'
29	N 25°56'20"E	34.69'
30	N 63°53'35"W	190.68'
31	S 41°08'20"W	308.09'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
32	34.08'	N 56°37'20"W	23.53'	11.87'

COURSE	BEARING	DISTANCE
33	N 25°36'55"E	217.80'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
34	146.88'	N 78°12'25"E	127.09'	80.00'

COURSE	BEARING	DISTANCE
35	S 48°51'40"E	5.00'



VICINITY MAP (NOT TO SCALE)

JOB NO. 12-2513-04D

EXISTING USE: ALL PROPERTIES ARE MASS GRADED WITH UTILITIES, BUT NO BUILDINGS. THE OUT TRACT IS AN OPERATING CONVENIENCE STORE.

EXISTING ZONING: ALL SUBJECT TRACTS AND ADJOINING TRACTS ARE ZONED: T.N.D. IN THE CITY OF BALL GROUND.

REFERENCE PLATS:
1) BOUNDARY SURVEY OF: THE VINEYARDS AT MAPLE VALLEY, BY: LMX, INC., DATED: APRIL 24, 2006, JOB NO. 06-2513-02D, RECORDED IN PLAT BOOK 91, PAGE 39.
2) BOUNDARY SURVEY FOR: HOWELL BRIDGE CROSSING, LLC, BY: LMX, INC., DATED: MARCH 17, 2006, JOB NO. 06-2513-01D, RECORDED IN PLAT BOOK 90, PAGE 10.
3) RELEASE PLAT OF: THE VINEYARDS AT MAPLE VALLEY, BY: LMX, INC., DATED: MAY 08, 2006, REVISED: JUNE 9, 2006, JOB NO. 06-2513-06D, RECORDED IN PLAT BOOK 91, PAGE 155.
4) PLAT OF SURVEY FOR: HOWELL BRIDGE CROSSING, LLC, BY: D & S LAND SURVEYING, INC., DATED: 6/29/2006, RECORDED IN PLAT BOOK 91, PAGE 153. (NOTE: THERE ARE ALSO 3 OTHER PLATS OF SURVEYS DONE BY D & S LAND SURVEYING, INC., ALSO DATED: 6/29/2006, FOR HOWELL BRIDGE CROSSING, LLC, THAT ARE NOT RECORDED.)

FOR THE CITY OF BALL GROUND

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000+ FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 88,000+ FEET.

EQUIPMENT USED FOR MEASUREMENTS: TOPCON GTS-3005

" ALL MATTERS OF TITLE ARE EXCEPTED"

"F.E.M.A. OFFICIAL FLOOD HAZARD MAP" COMMUNITY NO. 130423, PAGE 159D, DATED 9/29/06, SHOWS THIS PROPERTY NOT TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

REFERENCE DEEDS:
1) D.B. 9028, PG. 405 (RESTRICTIVE COVENANTS)
2) D.B. 10762, PG. 478 (DEED UNDER POWER)
3) D.B. 9063, PG. 187 (MISC. EASEMENTS)
4) D.B. 8844, PG. 123 (GA. POWER CO.)
5) D.B. 8645, PG. 251 (GA. POWER CO.)
6) D.B. 9007, PG. 298 (TDS TELECOM)
7) D.B. 8971, PG. 190 (TDS TELECOM)

PRELIMINARY

CANTON-BALL GROUND HIGHWAY (FORMERLY GA HIGHWAY NO. 5) VARIABLE R/W (PAVED)

COY M. HOLCOMB STREET 50' R/W (PAVED)

OLD CANTON ROAD 50' R/W (PAVED)

VALLEY STREET 50' R/W (PAVED)

HOWELL BRIDGE ROAD (EXTENSION) (100' R/W) (PAVED)

TRACT-1 AREA = 6.42± ACRES

TRACT-2 AREA = 0.91 AC.

TRACT-3 AREA = 0.42 AC.

TRACT-4 AREA = 1.92± ACRES

TRACT-5 AREA = 0.34 ACRE

OUT AREA = 1.31 ACRES

(TRACTS 1, 2, 3, 4 & 5) TOTAL AREA = 10.01± ACRES

JT Building Inc.
Canton Highway
Ball Ground, GA

Figure 2

NOTES:
1) UNDERGROUND UTILITIES ARE KNOWN TO EXIST THAT ARE NOT SHOWN ON THIS PLAT. ANY USER OF THIS PLAT IS ADVISED TO CONTACT THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 BEFORE CONSTRUCTION OR BEFORE PLANNING FOR CONSTRUCTION. LMX, INC. MAKES NO CERTIFICATION AS TO UTILITIES OR ANY ASSOCIATED EASEMENTS.
2) BOTH GEORGIA POWER COMPANY AND TDS TELECOM HAVE UNDERGROUND UTILITY EASEMENTS INSIDE TRACTS 1, 2 AND 3.
3) THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY & EASEMENTS, BOTH RECORDED AND UN-RECORDED.
4) TRACT 2 IS KNOWN AS VINEYARD CIRCLE AND IS NOT PUBLIC RIGHT-OF-WAY.
5) THERE ARE NO BUILDINGS ON THIS PROPERTY.
6) EACH F.H. HAS A VALVE (NOT SHOWN FOR CLARITY).
7) TRACTS 4, 5 AND THE OUT TRACT ARE ENCUMBERED WITH SIGN, SEWER, DRAINAGE, ACCESS AND INGRESS/EGRESS EASEMENTS THAT ARE TAKEN FROM DEED BOOK 9063, PAGE 187.

GEORGIA REGISTERED No. 3158 LAND SURVEYOR BRETT SISSON

BRETT SISSON
REGISTERED LAND
SURVEYOR NO. 3158

GRAPHIC SCALE - FEET (0' 25' 50' 100' 150' 200')

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

BOUNDARY PLAT
-FOR-
JT BALL GROUND LP

LAND LOT(S) - 79, 80, 137 & 138
DISTRICT - 3 , SECTION - 2
CITY: BALL GROUND
CHEROKEE COUNTY, GEORGIA

PREPARED: APRIL 25, 2012
SCALE: 1" = 50 FT.
DWG FILE: APRIL 2012-BND.dwg
JOB NO. 12-2513-04D

1 View of interior of subject property (looking south).

2 View of interior of subject property (looking southeast).

3 View of northern property line along Coy M. Holcomb Street (looking northeast toward Canton Hwy).

4 View from subject property looking north across Coy M. Holcomb Street onto Old Canton Highway.

	JT Builder, Inc. **Canton Highway, Ball Ground, Cherokee, GA**	Maxis Engineering, LLC	Project #: 1-12-324A
		Photo by: RKD	Photo Date: 5/18/2012

5 View from corner of subject property looking across Valley Street.

6 View from interior of subject property toward Valley Street (looking east).

7 View of old building across Valley Street and the rail road tracks (looking east).

8 View from old building looking at subject property (looking west).

	JT Builder, Inc. **Canton Highway, Ball Ground, Cherokee, GA**	Maxis Engineering, LLC	Project #: 1-12-324A
		Photo by: RKD	Photo Date: 5/18/2012

Figure 3

JT Builders Inc
Canton Highway
Ball Ground, GA
Myers Gate Rd
Canton Hwy
Coy M Holcomb Dr
Subject Property
Valley St
Howell Bridge Rd
Wilhunt
Bad Building
1
2
3
4
5
6
7
8
9
Image U.S. Geological Survey
© 2012 Google
Google earth
Imagery Date: 3/31/2008 1993
34°19'41.12" N 84°23'11.12" W elev 1007 ft
Eye at 3377 ft

Rebecca Donnelly

From: HPD-106reply [HPD-106reply@dnr.state.ga.us]
Sent: Thursday, June 07, 2012 2:34 PM
To: rdonnelly@maxisengineering.com
Cc: Allison Duncan
Subject: LIHTC: Construct Affordable Housing on 10 Acres, Canton Hwy, Ball Ground, Cherokee County, HP-120521-001
Attachments: Cherokee HP 120521-001 Jun 7 2012.pdf

From: Historic Preservation Division

Attached is our letter on the subject undertaking (in Adobe Acrobat PDF format)

Do not respond to this e-mail.

If you have any questions concerning our letter, please contact:
Erin Parr at erin.parr@dnr.state.ga.us

A free copy of Adobe Acrobat Reader can be downloaded from: www.adobe.com

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
HISTORIC PRESERVATION DIVISION

MARK WILLIAMS
COMMISSIONER

DR. DAVID CRASS
DIVISION DIRECTOR

MEMORANDUM

TO: Rebecca Donnelly
Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, Georgia 30107

FROM: Elizabeth Shirk ECS
Environmental Review Coordinator
Historic Preservation Division

RE: Finding of "No Historic Properties Affected"

PROJECT: **Low Income Housing Tax Credits (LIHTC): Construct Affordable Housing on 10 Acres, Canton Highway, Ball Ground**
Federal Agency: HUD
HP-120521-001

COUNTY: Cherokee

DATE: June 7, 2012

The Historic Preservation Division (HPD) has reviewed the information received concerning the above-referenced project. Our comments are offered to assist federal agencies and their project applicants in complying with the provisions of Section 106 of the National Historic Preservation Act, as amended.

Based on the information submitted, HPD has determined that no historic properties or archaeological resources that are listed in or eligible for listing in the National Register of Historic Places will be affected by this undertaking. Please note that historic and/or archaeological resources may be located within the project's area of potential effect (APE), however, at this time it has been determined that they will not be impacted by the above-referenced project. Furthermore, any changes to this project as proposed will require further review by our office for compliance with Section 106.

If we may be of further assistance, please do not hesitate to contact Erin Parr, Environmental Review Specialist, at (404) 651-6546. Please refer to the project number assigned above in any future correspondence regarding this project.

ES:ebp

cc: Allison Duncan, Atlanta Regional Commission

MAXIS ENGINERING, LLC

Conversation Log

Site: JT Ball Ground, LP Job #: 1-12-324-A

Contact: Robin Goodlee Phone #: 706. 693-9493 x1221

RE: Endangered Species

Time/Date	Summary of Conversation
5/18/12	- talked w/ Robin Goodlee abt site and the Cherokee Darter. Located approx 1 Km down Stream. Mrs Lee asked me to submit proposed construction plan & she would discuss it with her hydrologist.
5/31/12	- After Speaking w/ the Hydrologist - Mrs Goodlee submitted a letter from Mrs. Tucker, her supervisor Indicating that the Georgia Erosion & Sedimentation rules would have to be followed, but if they were followed we shouldn't impact the Stream & therefore the Darters

MAXIS
ENGINEERING

May 18, 2012

Ms. Sandra Tucker
U.S. Fish & Wildlife Services, Ecological Services Field Office
Westpark Center, Suite D
Athens, Georgia 30606-3175

Reference: **Endangered Species Confirmation**
Proposed JT Builder, Inc.
Canton Highway
Ball Ground, Cherokee County, Georgia
Project No: 1-12-324A

Dear Ms. Tucker:

Maxis Engineering, LLC (Maxis) is submitting this letter to satisfy the Georgia Department of Community Affairs requirements for the environmental assessment being completed for the above-referenced project.

The proposed project consists of developing approximately 10 acres of partially developed commercial property along the east side of Canton Highway, near the intersection with Coy M. Holcomb Drive. Figures showing existing and proposed site features have been attached.

Maxis evaluated the proposed project for potential effects on endangered species. A site reconnaissance was conducted on April 30, 2012. Additionally, Maxis reviewed the U.S. Fish and Wildlife Services – Listed Species in Cherokee County (updated September 2010) for possible species on or adjacent to the property. Based on the site visit and list of species in Cherokee County, Maxis concluded that the proposed project should have NO adverse effects on any endangered species. Your review and concurrence would be greatly appreciated.

Should you have any questions regarding this letter, or if we may be of any further assistance, please call me at (678) 454-1130.

Sincerely,
Maxis Engineering, LLC

Rebecca K. Donnelly
Project Manager

Barry D. Holbert, P.E.
Principal

JT Builder, Inc
Canton Highway
Ball Ground, GA
Myers Gate Rd
Canton Hwy
Coy M Holcomb Dr
Area of Interest
Valley St
Howell Bridge Rd
Image U.S. Geological Survey
© 2012 Google
Google earth
Imagery Date: 3/31/2008
1993
34°19'41.12" N 84°23'11.12" W elev 1007 ft
Eye alt 3377 ft

FIELD BOOK 119 , PAGE 66 , FILE J2513X

LEGEND:
1) I.P.S. - IRON PIN SET (#5R.)
2) I.P.F. - IRON PIN FOUND
3) R. - REINFORCING BAR
4) A - ARC
5) RAD. - RADIUS
6) (R) - RADIAL
7) (NR) - NOT RADIAL
8) M.H. - MANHOLE
9) D.I. - DROP INLET
10) B.L. - BUILDING LINE
11) R/W - RIGHT OF WAY
12) J.B. - JUNCTION BOX
13) F.H. - FIRE HYDRANT
14) L.L.L. - LAND LOT LINE
15) C.B. - CHORD BEARING
16) C.D. - CHORD DISTANCE
17) N.F. - NOW OR FORMERLY
18) S.S. - SANITARY SEWER
19) S.S.E. - SANITARY SEWER EASEMENT
20) P.P. - POWER & (OR) PHONE POLE
21) D.E. - DRAINAGE EASEMENT
22) ℄ - CENTERLINE
23) ℙ - PROPERTY LINE
24) - OVERHEAD POWER LINE
25) - OVERHEAD PHONE LINE
26) - FENCE (APPROX. LOC.)
27) - ℄ STREAM (APPROX. LOC.)
28) - ℄ DITCH (APPROX. LOC.)
29) 129 - INDICATES STREET NUMBER
30) - INDICATES APPROX. 100 YEAR HIGH WATER ELEVATION
31) P.E. - PEDESTRIAN EASEMENT
32) S.W.B. - STATE WATERS BUFFER
33) C.M.P. - CORRUGATED METAL PIPE
34) R.C.P. - REINFORCED CONCRETE PIPE
35) M.M.F. - MARBLE MONUMENT FOUND
36) P.U.B. - POWER UTILITY BOX
37) L.P. - LIGHT POLE
38) C.M.F. - CONCRETE MONUMENT FOUND
39) D.I. - DROP INLET
40) N. & C. - NAIL AND CAP FOUND IN ASPHALT
41) D.B. - DEED BOOK
42) P.B. - PLAT BOOK
43) PG. - PAGE
44) ⊗ - INDICATES WATER SERVICE
45)

TRAVERSE TABLE

COURSE	BEARING	DISTANCE
1	S 26°00'00"W	1.56'
2	S 45°31'05"W	102.53'
3	S 26°05'25"W	41.23'
4	S 12°23'30"W	66.34'
5	S 51°43'15"W	27.13'
6	S 82°18'25"W	22.60'
7	S 54°45'25"W	29.40'
8	S 19°35'30"W	59.97'
9	S 46°55'30"W	89.31'
10	S 29°58'45"W	44.53'
11	S 27°50'55"W	28.23'
12	S 86°59'40"W	12.00'
13	S 31°54'35"W	18.37'
14	S 27°59'20"W	40.42'
15	S 02°30'25"W	24.79'
16	S 24°47'40"W	62.64'
17	S 42°39'30"W	41.49'
18	S 42°39'30"W	30.53'
19	S 33°30'55"W	223.33'
20	S 03°35'15"W	42.36'
21	S 32°40'10"W	22.69'
22	N 85°24'05"W	78.02'±
23	N 10°07'30"E	33.62'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
24	84.70'	N 25°14'00"E	83.83'	170.50'

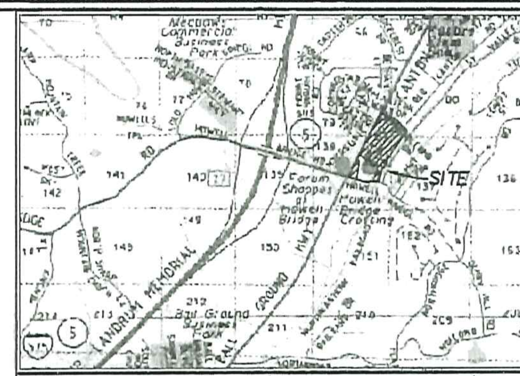
COURSE	BEARING	DISTANCE
25	N 39°04'35"E	48.26'
26	N 64°04'15"W	53.66'
27	S 25°59'25"W	21.19'
28	N 64°00'35"W	88.17'
29	N 25°56'20"E	34.69'
30	N 63°53'35"W	190.68'
31	S 41°08'20"W	308.09'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
32	34.08'	N 56°37'20"W	23.53'	11.87'

COURSE	BEARING	DISTANCE
33	N 25°36'55"E	217.80'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
34	146.88'	N 78°12'25"E	127.09'	80.00'

COURSE	BEARING	DISTANCE
35	S 48°51'40"E	5.00'



VICINITY MAP (NOT TO SCALE)

EXISTING USE: ALL PROPERTIES ARE MASS GRADED WITH UTILITIES, BUT NO BUILDINGS. THE OUT TRACT IS AN OPERATING CONVENIENCE STORE.

EXISTING ZONING: ALL SUBJECT TRACTS AND ADJOINING TRACTS ARE ZONED: T.N.D. IN THE CITY OF BALL GROUND.

JOB NO. 12-2513-04D

REFERENCE PLATS:
1) BOUNDARY SURVEY OF: THE VINEYARDS AT MAPLE VALLEY, BY: LMX, INC., DATED: APRIL 24, 2006, JOB NO. 06-2513-02D, RECORDED IN PLAT BOOK 91, PAGE 39.
2) BOUNDARY SURVEY FOR: HOWELL BRIDGE CROSSING, LLC, BY: LMX, INC., DATED: MARCH 17, 2006, JOB NO. 06-2513-01D, RECORDED IN PLAT BOOK 90, PAGE 10.
3) RELEASE PLAT OF: THE VINEYARDS AT MAPLE VALLEY, BY: LMX, INC., DATED: MAY 08, 2006, REVISED: JUNE 9, 2006, JOB NO. 06-2513-05D, RECORDED IN PLAT BOOK 91, PAGE 155.
4) PLAT OF SURVEY FOR: HOWELL BRIDGE CROSSING, LLC, BY: D & S LAND SURVEYING, INC., DATED: 6/29/2006, RECORDED IN PLAT BOOK 91, PAGE 153. (NOTE: THERE ARE ALSO 3 OTHER PLATS OF SURVEYS DONE BY D & S LAND SURVEYING, INC., ALSO DATED: 6/29/2006, FOR HOWELL BRIDGE CROSSING, LLC, THAT ARE NOT RECORDED.)

FOR THE CITY OF BALL GROUND

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000± FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

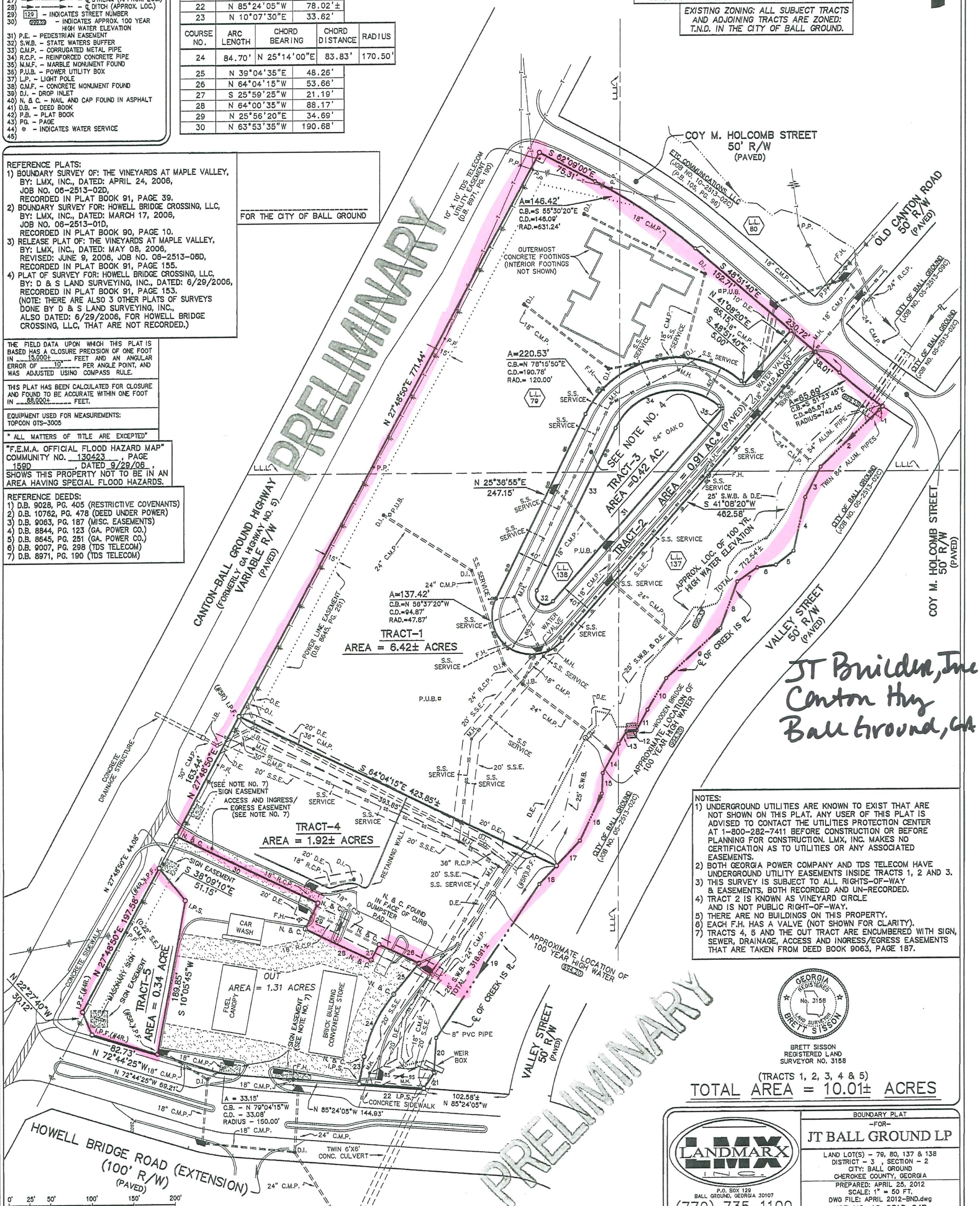
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 88,000± FEET.

EQUIPMENT USED FOR MEASUREMENTS: TOPCON GTS-3005

" ALL MATTERS OF TITLE ARE EXCEPTED"

"F.E.M.A. OFFICIAL FLOOD HAZARD MAP" COMMUNITY NO. 130423 , PAGE 159D , DATED 9/29/06 , SHOWS THIS PROPERTY NOT TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

REFERENCE DEEDS:
1) D.B. 9028, PG. 405 (RESTRICTIVE COVENANTS)
2) D.B. 10762, PG. 478 (DEED UNDER POWER)
3) D.B. 9063, PG. 187 (MISC. EASEMENTS)
4) D.B. 8844, PG. 123 (GA. POWER CO.)
5) D.B. 8645, PG. 251 (GA. POWER CO.)
6) D.B. 9007, PG. 298 (TDS TELECOM)
7) D.B. 8971, PG. 190 (TDS TELECOM)



JT Builders, Inc
Canton Hwy
Ball Ground, GA

NOTES:
1) UNDERGROUND UTILITIES ARE KNOWN TO EXIST THAT ARE NOT SHOWN ON THIS PLAT. ANY USER OF THIS PLAT IS ADVISED TO CONTACT THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 BEFORE CONSTRUCTION OR BEFORE PLANNING FOR CONSTRUCTION. LMX, INC. MAKES NO CERTIFICATION AS TO UTILITIES OR ANY ASSOCIATED EASEMENTS.
2) BOTH GEORGIA POWER COMPANY AND TDS TELECOM HAVE UNDERGROUND UTILITY EASEMENTS INSIDE TRACTS 1, 2 AND 3.
3) THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY & EASEMENTS, BOTH RECORDED AND UN-RECORDED.
4) TRACT 2 IS KNOWN AS VINEYARD CIRCLE AND IS NOT PUBLIC RIGHT-OF-WAY.
5) THERE ARE NO BUILDINGS ON THIS PROPERTY.
6) EACH F.H. HAS A VALVE (NOT SHOWN FOR CLARITY).
7) TRACTS 4, 5 AND THE OUT TRACT ARE ENCUMBERED WITH SIGN, SEWER, DRAINAGE, ACCESS AND INGRESS/EGRESS EASEMENTS THAT ARE TAKEN FROM DEED BOOK 9063, PAGE 187.

GEORGIA REGISTERED No. 3158 LAND SURVEYOR BRETT SISSON

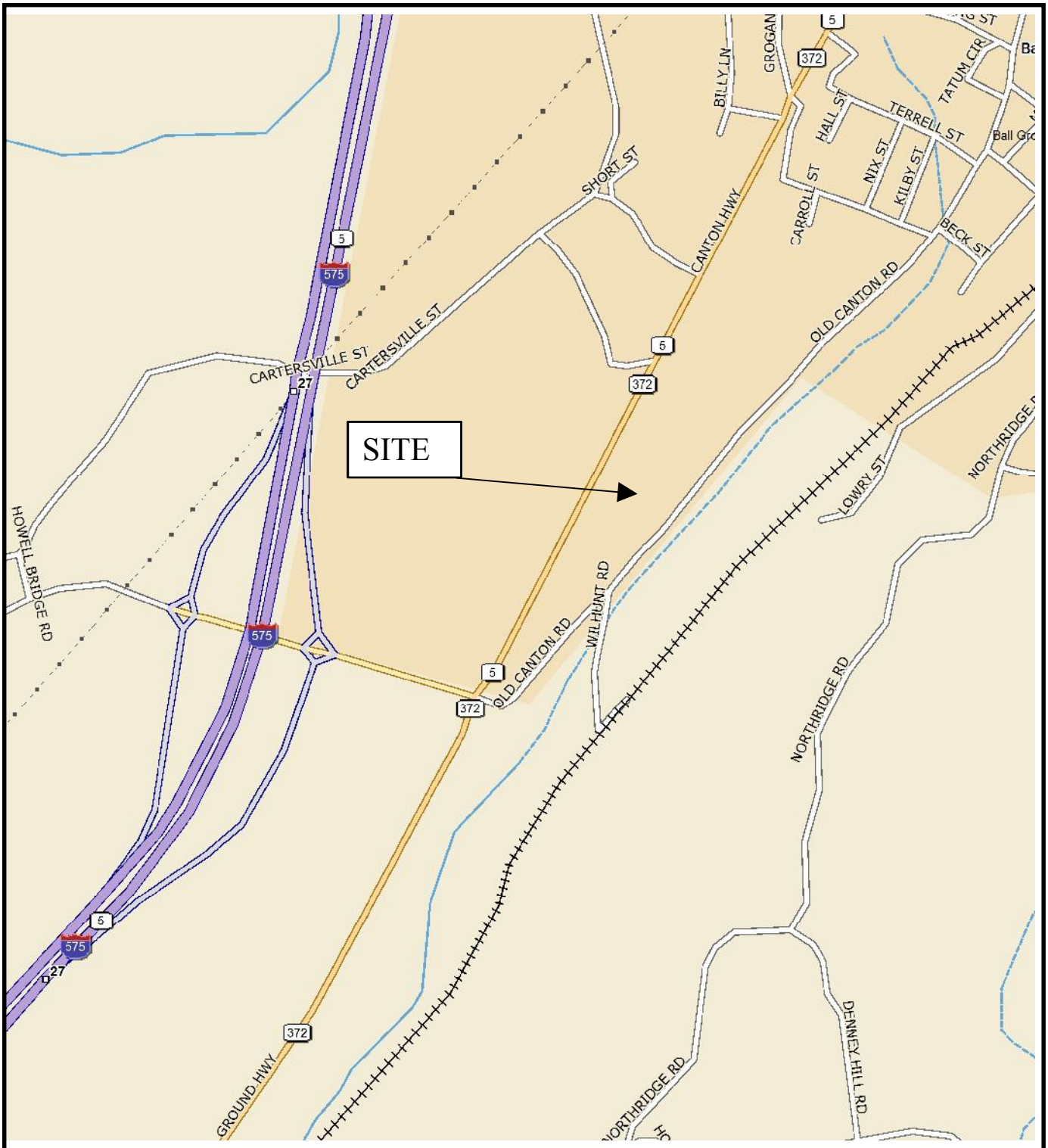
BRETT SISSON
REGISTERED LAND
SURVEYOR NO. 3158

(TRACTS 1, 2, 3, 4 & 5)
TOTAL AREA = 10.01± ACRES

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

BOUNDARY PLAT
-FOR-
JT BALL GROUND LP

LAND LOT(S) - 79, 80, 137 & 138
DISTRICT - 3 , SECTION - 2
CITY: BALL GROUND
CHEROKEE COUNTY, GEORGIA
PREPARED: APRIL 25, 2012
SCALE: 1" = 50 FT.
DWG FILE: APRIL 2012-BND.dwg
JOB NO. 12-2513-04D



MAXIS ENGINEERING

SITE LOCATION MAP

JT Builder, Inc.
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	3A
Source:	DeLorme Topo USA 8.0
JOB NUMBER:	1-12-324A
SCALE:	As Shown

Group	Name	Population	Status	Lead Office	Recovery Plan Name	Recovery Plan Stage
Clams	Finelined pocketbook (Lampsilis		Threatened	Mississippi Ecological Services	Recovery Plan for the Mobile	Final
Clams	Southern clubshell (Pleurobema		Endangered	Mississippi Ecological Services	Recovery Plan for the Mobile	Final
Clams	Triangular Kidneyshell		Endangered	Mississippi Ecological Services	Recovery Plan for the Mobile	Final
Fishes	Cherokee darter (Etheostoma		Threatened	Georgia Ecological Services	Recovery Plan for the Mobile	Final
Fishes	Amber darter (Percina		Endangered	Georgia Ecological Services	Conasauga Logperch/Amber	Final
Fishes	Goldline darter (Percina		Threatened	Mississippi Ecological Services	Recovery Plan for the Mobile	Final
Fishes	Blue shiner (Cyprinella		Threatened	Mississippi Ecological Services	Blue Shiner	Final
Fishes	Etowah darter (Etheostoma		Endangered	Georgia Ecological Services	Recovery Plan for the Mobile	Final
Flowering Plants	Michaux's sumac (Rhus		Endangered	Raleigh Ecological Services	Michaux's Sumac	Final
Flowering Plants	Tennessee yellow-eyed grass		Endangered	Alabama Ecological Services	Tennessee Yellow-Eyed Grass	Final

Rebecca Donnelly

From: Robin_Goodloe@fws.gov
Sent: Wednesday, May 30, 2012 1:14 PM
To: rdonnelly@maxisengineering.com
Subject: Fw: JT Builder, Inc. on Canton Highway in Ball Ground, GA

Hi Rebecca,

Our hydrologist needs a little more information to evaluate potential impacts of the project's increased impervious surface on listed fish habitat. His request is in the email below, Please feel free to communicate directly with him if you have questions -- his email is below, and he'll be at 706-613-9493 X235 for the rest of this week,

Robin

Robin Goodloe
U.S. Fish and Wildlife Service
Georgia Ecological Services
105 West Park Dr., Suite D
Athens, GA 30606
706-613-9493 X221
706-613-6059 fax

----- Forwarded by Robin Goodloe/R4/FWS/DOI on 05/30/2012 01:06 PM -----

Eric Prowell/R4/FWS/DOI

05/30/2012 10:52 AM

To Robin Goodloe/R4/FWS/DOI@FWS
cc
Subject Re: Fw: JT Builder, Inc. on Canton Highway in Ball Ground, GA Link

Hey Robin, Can you request the stormwater management report,drainage plan, and the construction details for the detention pond and outlit structures. Thanks- Eric

Eric Prowell, Hydrologist
USFWS, Georgia Ecological Services
105 West Park Drive, Suite D.
Athens GA 30606
(352) 264-3580

Robin Goodloe/R4/FWS/DOI

05/23/2012 05:23 PM

To eric_prowell@fws.gov
cc
Subject Fw: JT Builder, Inc. on Canton Highway in Ball Ground, GA

This engineering firm is representing a developer who is putting apartments on a 10A tract on a Sharp Mountain trib (pretty much upstream of Ball Ground Business Park). Cherokee darters in the trib within a mile downstream.

I told her I needed to see their stormwater management plan, and that we probably would have recommendations to

minimize impacts on listed fish. Could you take a look at what she sent and see if it has the info we need and, if so, if the BMPs are adequate?

Thanks, and feel free to communicate with her directly.

Robin

Robin Goodloe
U.S. Fish and Wildlife Service
Georgia Ecological Services
105 West Park Dr., Suite D
Athens, GA 30606
706-613-9493 X221
706-613-6059 fax

----- Forwarded by Robin Goodloe/R4/FWS/DOI on 05/23/2012 05:18 PM -----
"Rebecca Donnelly" <rdonnelly@maxisengineering.com>

05/23/2012 05:15 PM

To <robin_goodloe@fws.gov>
cc
Subject JT Builder, Inc. on Canton Highway in Ball Ground, GA

Robin,

Thanks again for your quick response to my earlier phone call. Please find attached the drawing of what is currently on-site and what is proposed for the site. Should you have questions, please feel free to contact me.

Thanks,

Rebecca K. Donnelly

Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, GA 30107
404-502-5634 cell
678-454-1130 phone
678-454-1131 fax
rdonnelly@maxisengineering.com

United States Department of the Interior
Fish and Wildlife Service
105 West Park Drive, Suite D
Athens, Georgia 30606
Phone: (706) 613-9493
Fax: (706) 613-6059

West Georgia Sub Office
P.O. Box 52560
Ft. Benning, Georgia 31995-2560
Phone: (706) 544-6428
Fax: (706) 544-6419

Coastal Sub Office
4980 Wildlife Drive
Townsend, Georgia 31331
Phone: (912) 832-8739
Fax: (912) 832-8744

May 31, 2012

Ms. Rebecca K. Donnelly
Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, GA 30107

RE: Proposed JT Builder, Inc., FWS Log NG-12-190-Cher

Dear Ms. Donnelly:

Thank you for your May 18, 2012, letter regarding the referenced project. The U.S. Fish and Wildlife Service (Service) submits the following comments under provisions of the Fish and Wildlife Coordination Act 44 Stat. 401, as amended (16 U.S.C. 661 et seq.), and the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.).

JT Builder, Inc. proposes to develop approximately 10 acres of commercial property along the east side of Canton Highway, near the intersection with Coy M. Holcomb Drive. The existing property is cleared with some infrastructure, including impervious areas. There is no existing stormwater management on the site.

A tributary to Sharp Mountain Creek, Etowah River basin, drains the property. The federally-threatened Cherokee darter (*Etheostoma scotti*) is known from a survey site in this tributary about 1 kilometer downstream of the the Howell Bridge Road crossing, and the stream appears large enough to support this listed fish at your site. Recent research has shown that the health and size of Cherokee darter populations are strongly correlated with upstream effective impervious surface, primarily due to stormwater runoff.

Based on your conversations this week with Service hydrologist, Eric Prowell, we understand that the project will be constructed and operated in compliance with Georgia sediment and erosion control laws and the Georgia Stormwater Management Manual. Given the current lack of stormwater management on site, these management actions are not likely to cause additional impact to, and may benefit, Cherokee darters and/or their habitat. Any derivations from these State laws and their requirements could change this determination.

Placement of any fill in waters of the United States, including streams and wetlands, requires authorization from the US Army Corps of Engineers under Section 404 of the Clean Water Act. More information on permitting requirements is provided at:

http://www.sas.usace.army.mil/regulatory/index.html

This constitutes the report of the Department of the Interior. Please contact staff hydrologist, Eric Prowell (706-613-9493, eric_prowell@fws.gov), if you have questions or require additional information.

Sincerely,

Sandra S. Tucker
Field Supervisor

Rebecca Donnelly

From: Rebecca Donnelly [rdonnelly@maxisengineering.com]
Sent: Tuesday, May 22, 2012 10:31 AM
To: 'afann@cherokeega.com'
Subject: Environmental Assessment Request Form for Canton Highway Property
Attachments: environmental_request-cherokee county fire marshall.doc

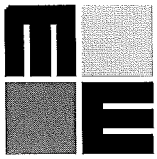
To whom it may concern:

Please find attached your completed Environmental Assessment Request form. We are completing a Phase I Environmental Site Assessment for the Department of Community Affairs for a site located on Canton Highway just north of the intersection of Canton Highway and Howell Bridge Road. Any information you could give regarding this site would be appreciated.

Thanks,

Rebecca K. Donnelly

Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, GA 30107
404-502-5634 cell
678-454-1130 phone
678-454-1131 fax
rdonnelly@maxisengineering.com



Cherokee County Fire Marshal's Office
1130 Bluffs Parkway
Canton, Georgia 30114
Phone 678-493-6290 Fax (678) 493-6111

Environmental Assessment Request

DATE REQUESTED	5/22/2012
INCIDENT NUMBER (If known)	
ADDRESS OR INTERSECTION/ LOCATION OF INCIDENT	Intersection of Canton Highway and Coy M. Holcomb Street, Ball Ground, GA
	Intersection of Canton Highway and Howell Bridge Road, Ball Ground, GA
AGENCY/COMPANY NAME	Maxis Engineering, LLC
PERSON MAKING REQUEST	Rebecca Donnelly
BUSINESS ADDRESS	1100 Howell Bridge Road, Ball Ground, GA
BUSINESS PHONE NUMBER	404-502-5634

REASON FOR THE REQUEST:

We are completing a Phase I Environmental Site Assessment for the GA Department of Community Affairs. We need to know if there have been any hazardous spills associated with these two intersections. Additionally, we need to know if the Fire Marshall's office knows of any contaminated or impacted wells in the area, or if they maintain a listing of impacted or contaminated wells.
We also would like to know if the Fire Marshall keeps a listing of Above Ground Storage Tanks in the area or Underground Storage Tanks in the area.

For Office Use Only: Report created by _____

PLEASE NOTE: The requested information is from the Cherokee County Fire and Emergency Services database. If you would like information from any other governmental agencies, please feel free to contact them directly.

The information provided is to the best of our knowledge. We are not liable for any omissions over sites that may take place.

Rebecca Donnelly

From: Amanda Fann [afann@cherokeega.com]
Sent: Tuesday, May 29, 2012 2:59 PM
To: rdonnelly@maxisengineering.com
Subject: FW: Environmental Assessment Request Form for Canton Highway Property

Please see below.

From: Darrell Mitchell
Sent: Tuesday, May 29, 2012 2:52 PM
To: Amanda Fann
Subject: RE: Environmental Assessment Request Form for Canton Highway Property

We have nothing on this site on file.

Darrell Mitchell
Special Operations Chief
Cherokee County
Fire & Emergency Services
(VM)678-493-4062

From: Rebecca Donnelly [mailto:rdonnelly@maxisengineering.com]
Sent: Tuesday, May 22, 2012 10:31 AM
To: Amanda Fann
Subject: Environmental Assessment Request Form for Canton Highway Property

To whom it may concern:

Please find attached your completed Environmental Assessment Request form. We are completing a Phase I Environmental Site Assessment for the Department of Community Affairs for a site located on Canton Highway just north of the intersection of Canton Highway and Howell Bridge Road. Any information you could give regarding this site would be appreciated.

Thanks,

Rebecca K. Donnelly

Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, GA 30107
404-502-5634 cell
678-454-1130 phone
678-454-1131 fax
rdonnelly@maxisengineering.com

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APPENDIX I

Author Credentials, Documentation of Qualification as an "Environmental Professional"

MAXIS ENGINEERING

REBECCA K. DONNELLY
PROJECT MANAGER

Ms. Donnelly is a Project Manager for Maxis Engineering, LLC and has been designated as a certified Environmental Professional (EP). Her past experience includes serving as a Project Manager for the Atlanta Branch of a regional engineering firm. She is skilled in the following disciplines: Project Management; Cost Accounting; Quality Assurance/Quality Control (QA/QC) Supervision; Environmental Due Diligence; Geologic and Hydrogeologic Subsurface Investigations; Environmental Remediation Design, Installation, Operation and Maintenance; Fate-and-Transport Groundwater Modeling; Risk-Based Corrective Action (RBCA), Environmental Program Management; Occupational Health and Safety services, and Ecological and Natural Resource Evaluations

Education
B.S., Marine Science, Coastal Carolina University, 1998

Years of Experience
11 years of experience

RELEVANCE TO PROJECTS

- Program/Project Management, Cost Accounting & QA/QC
- Proposal Development,
- Environmental Due Diligence, Phase I and II Environmental Site Assessment (ESA);
- Underground Storage Tank (UST)/Aboveground Storage Tank (AST) Removal and Closure Assessments;
- Soil and Groundwater Assessments; Environmental Protection Division (EPD) and Hazardous Site Response Act (HSRA) and Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, a.k.a "Superfund") Regulations and Reporting;
- Design and Installation of Soil and Groundwater Remediation Systems;
- Tier III Vapor Intrusion Assessment/Modeling; and
- Groundwater Risk Assessment / Fate-and-Transport Modeling

KEY PROJECTS AND ASSIGNMENTS

Residential Properties, City of Sandy Springs, Georgia.
Project Manager/Project Professional for the due diligence services and asbestos testing and reporting for five residential properties per Federal Emergency Management Agency and Georgia Emergency Management Agency Hazard Mitigation Grant Program standards. Services included environmental assessments (Phase I) and asbestos investigation.

Former Carpet Mill, Cartersville, Georgia. Project Manager/Project Professional for the due diligence services for a 6.5- acre site. Services included environmental assessments (Phase I and Phase II), and completion of a drainage assessment.

Residential Subdivision Parcels, Woodstock, Georgia. Project Manager/Project Professional for the due diligence services for a 15-acre site for potential further residential development.

Residential Subdivision Parcels, Woodstock, Georgia. Project Manager/Project Professional for the due diligence services for a 72-acre site for potential further residential development.

Aerosol Manufacturing Facility, Marietta, Georgia. Project Manager/Project Professional for a HSRA Environmental Site Assessment and remediation for soil and groundwater contamination located at the subject facility. Contamination at this site was found not only in the unconsolidated zone but also in bedrock. Interaction/negotiation with HSRA was required throughout this project. Additionally, off-site vapor intrusion issues were evaluated.

GDOT Maintenance Headquarters Jessup, Georgia. Project Manager/Project Professional for a HSRA environmental investigation and remediation of soil and groundwater contamination located at the subject facility. Interpretation of complex geology, including three confined aquifers, was necessary.

GDOT Maintenance Headquarters Gainesville, Georgia. Project Manager/Project Professional for a HSRA environmental investigation and preparation of Corrective Action Plan Addendum. Utilized chemical oxidation (Chem-Ox) technology to remediate chlorinated solvent that impacted groundwater.

Convenience Store Facility, Jonesboro, Georgia. Project Manager during assessment, design and implementation of remedial operations for a petroleum release. Assisted with the design and implementation of Surfactant injections to accelerate site closure. Project involved coordination with the GUST Trust Fund, interaction with multiple off-site property owners and interaction with the Georgia EPD.

Gwinnet County Fleet Maintenance Fire Station, Gwinnett County, Georgia. Project Manager for a UST environmental assessment/remediation project. Coordinated the operation and maintenance of a Multi-pump Dual Phase Extraction (DPE) remediation system. Assisted with the design and implementation of Chem-Ox injections to accelerate site closure.

GA Building Authority Pullman Yards, Atlanta, Georgia. Project Professional for HSRA remediation project with soils impacted with lead associated with a former train yard. The remediation of the soils not only saved the client hundreds of thousands of dollars but also kept the site from listing on the EPD's Hazardous Site Inventory (HSI) list. **Awarded the State Engineering Excellence Award (2008).**

Airport Runway Expansion, Greene County, Georgia. Project Professional during ecological and natural resource services project including wetlands assessment.

Convenience Store Facility, Gainesville, Georgia. Project Manager/Project Professional during assessment, design and implementation of remedial operations for a petroleum release. Contamination at this site was found not only in the unconsolidated zone but also in bedrock. Project involved risk-based assessment and modeling to establish alternative remediation objectives. The project required coordination with the GUST Trust Fund and interaction with the Georgia EPD and the Georgia DOT.

CONTINUING EDUCATION

- OSHA Hazardous Waste Site Operations Training 29 CFR 1910.120 (40 hrs.)
- OSHA Hazardous Waste Site Operations Training 29 CFR 1910.120 (8 hr)-yearly
- OSHA Supervisor Course (8hr)
- American Red Cross Adult CPR and Standard First Aid (8 hrs.)
- Fate-and-Transport Modeling: 1-D, BIOSCREEN Course (8 hrs.)
- Slug Test Workshop (8 hrs)
- Vapor Intrusion Seminar (8 hrs)

AWARDS/HONORS

- 2007 Engineering Excellence Award – *State Award* – ACEC, Innovative Solution for Complex Lead Contamination

MAXIS ENGINEERING

BARRY D. HOLBERT, P.E.
PRINCIPAL & SENIOR ENGINEER

Mr. Holbert is a Principal and Senior Engineer in the firm. His past experience includes serving as Environmental Services Manager for the Atlanta branch of a regional engineering firm. He is skilled in the following disciplines: Project Management; Cost Accounting; Quality Assurance/Quality Control Supervision; Subsurface Investigations; Environmental Remediation Design, Installation, Operation and Maintenance.

Education
BCE, Georgia Institute of Technology, 1994
(Magna Cum Laude)

Years of Experience
16 years of experience,
5 as Operations Manager

Professional Registrations
PE, Alabama, 2000 (#23937)
PE, Florida, 2009 (#70201)
PE, Georgia, 2000 (#25819)

Asbestos Inspection and Assessment: GA & TN, 2010

Level II Certified Erosion Control Design Professional, Georgia Soil and Water Conservation, 2006

Certified Soil Classifier for On-Site Sewage Management, Georgia, 2001

Professional Memberships
American Society of Civil Engineers (ASCE)

National Society of Professional Engineers (NSPE)

Georgia Association of Convenience Stores (GACS)

Georgia Tank and Environmental Companies (GTEC)

American Society for Testing and Materials (ASTM) – Environmental Committee

RELEVANCE TO PROJECTS

- Program/Project Management, Proposal Development, Phase I and II Environmental Site Assessment (ESAs);
- Underground Storage Tank (UST)/Aboveground Storage Tank (AST) Removal and Closure Assessments;
- Soil and Groundwater Assessments; Environmental Protection Division (EPD) and Hazardous Site Response Act (HSRA) Regulations and Reporting;
- Design and Installation of Soil and Groundwater Remediation Systems;
- Geotechnical Soil Investigations;
- Construction Material Testing (asphalt, concrete and soils); and
- Evaluate/Design On-Site Sewage Management Systems for Residential/Commercial Applications.

KEY PROJECTS AND ASSIGNMENTS

Former Textile Mill, Calhoun, Georgia. (2010) Project Manager and Senior Engineer for the due diligence associated with a Georgia Department of Community Affairs (DCA) application for Housing Urban Development (HUD) loans/tax credits. Followed guidelines established in the 2010 Environmental Manual established by the DCA Office of Affordable Housing. Project included: Phase I ESA, Phase II ESA, UST Closure Report, HSRA Release Notification, asbestos and lead-based paint survey, radon inspection, wetland/floodplain evaluation, noise assessment/attenuation plan, and a historic preservation evaluation per Section 106 - National Historic Preservation Act (NHPA). Additionally, a Vapor Intrusion Assessment (VIA) was conducted per the ASTM standards (E-2600-08), and a portion of the proposed residential structure required engineering controls (vapor barrier and ventilation system) to mitigate the potential Vapor Intrusion Condition (pVIC).

Emergency Response, Calhoun, Georgia. (2010)
Managed emergency response activities associated with a fuel oil spill that impacted a tributary approximately ½-mile from the source area. Assisted lawyers during negotiations with subcontractor regarding inflated charges for their services; saved client approximately $150,000. Directed negotiations with the EPA and EPD and was able to obtain regulatory closure within 6 months of the initial release.

Aerosol Manufacturing Facility, Marietta, Georgia. (2009) Senior Engineer for the design and installation of soil vapor extraction (SVE) /air sparge (AS) system in conjunction with Chemical Oxidation (Chem-Ox) using sodium persulfate. Design included recovery system to abate dense non-aqueous phase liquid (DNAPL) and other various chlorinated solvents trapped in the bedrock fractures beneath the site. Extensive pilot testing activities were conducted in the shallow and deep zone to evaluate viable technologies. Interaction/negotiation with HSRA was required throughout this project.

Municipal Outdoor Performing Arts Venue, Tuscaloosa, Alabama. (2009) Senior Engineer for the design and installation of vapor barrier and methane recovery system so the amphitheater could be build on a former, municipal solid waste landfill. Provided Construction Administrative (CA) services to the City; extensive interaction with architects and contractors were required throughout the construction process.

Former Tuxedo Rental Company, Atlanta, Georgia. (2009) Senior Engineer for the design and implementation of Chem-Ox using Sodium Permanganate and Fenton's Reagent for chlorinated solvent contamination in groundwater at the site.

Emergency Response, Helen, Georgia. (2008) Managed emergency response activities associated with a tanker spill that release approximately 9,000 gallons into a National Forest and associated trout streams/tributaries. Over excavated release area and designed phyto-remediation for the impacted surficial soils. Directed negotiations with the EPA and EPD and was able to obtain regulatory closure within 2 years of the initial release.

Former Rail Cart Maintenance Facility- Atlanta, Georgia. (2007) Senior Engineer for the remediation of approximately 4,000 tons of hazardous soil contaminated with lead due to previous sand-blasting activities. Engineered/developed an *in-situ* chemical

treatment method to immobilize the adsorbed-phase lead, which allowed the soil to be disposed of as a non-hazardous waste; this method saved the client and taxpayers over $1M.

Truck Stop, Brunswick, Georgia. (2006) Senior Engineer for the design and implementation of in-situ Surfactant Enhanced Subsurface Remediation (SESR) technology to abate light non-aqueous phase liquid (LNAPL) at the site. After 3 years of utilizing various other remedial technologies, SESR was successful in removing LNAPL after 7 continuous days of operation. Subsequently, a no-further-action (NFA) status was granted by the EPD.

Residential Subdivision – Blue Ridge, Georgia. (2006) Senior Engineer/Soil Scientist responsible for evaluating over 60 lots within the subdivision for individual on-site sewage management systems. Several lots required an alternative on-site wastewater treatment system.

Community Church, Woodstock, Georgia. (2005) Project Manager/Senior Engineer responsible for vapor assessment associated with county wastewater lift station. Monitored hydrogen sulfide and other off gas by-products for 30 days and recommended upgrading the existing scrubbing/treatment system based on empirical data.

Proposed Residential Development, Sugar Hill, Georgia. (2004) Expert Witness for plaintiff regarding floodplain and wetland mitigation activities improperly performed by the developer.

Residential Home – Rockmart, Georgia. (2004) Senior Engineer/Soil Scientist responsible for evaluating a failed on-site sewage management system. Designed/installed the first phyto-remediation system to be approved in Georgia to treat/manage effluent wastewater from an existing, failing septic system.

Former Service Station, Montgomery, Alabama. (2003) Project Manager/Senior Engineer for the design and installation of a dual-phase extraction (DPE) system associated with a petroleum contamination. Project involved extensive interaction/negotiation with the Alabama Department of Environmental Management to approve a remedial system installation of this magnitude.

Former Service Station, Evergreen, Alabama. (2003) Project Manager/Senior Engineer through out the operation and maintenance of a DPE system. Reevaluated the site specific target levels (SSTLs) established by the RBCA and over excavated approximately 1,700 tons of impacted soil. Even though nuisance free product was still present on-site, we were able to obtain an NFA status for this site.

Manufacturing Center, Atlanta, Georgia. (2002) Senior Engineer for the design and installation of free product skimming system for a free-phase PCB contamination. Project involved extensive data collection and reduction for groundwater quality evaluations across two different parcels.

Bulk Terminal, Meridian, Mississippi. (2002) Senior Engineer for the design and installation of SVE/AS system. Design included treatment "curtain" which prevented dissolved-phase hydrocarbons from migrating off-site. Extensive interaction with the Mississippi Department of Environmental Quality was required throughout this project to negotiate cleanup levels for the site.

Former Landfill, Rome, Georgia. (1998) Senior Engineer for assessment and high vacuum extraction (HVE) pilot testing activities associated with a polychlorinated biphenyls (PCB) release. HVE pilot test lasted approximately 30 days, which required adjustments and process modifications to overcome the unknowns that were encountered daily.

Active Service Station, Atlanta, Georgia. (1998) Project Manager/Senior Engineer responsible for performing total fluids recovery (TFR) pilot testing, which was utilized for the design remedial system implementation. TFR system operated for approximately 12 months, followed by a 2-year monitoring only program, and an eventual NFA status for this site.

CONTINUING EDUCATION

- HSRAnomics Seminar, 2007, Georgia Department of Natural Resources, Atlanta, Georgia
- Soil & On-site Waste Management Systems, 2007, University of Georgia, Athens, Georgia
- TBA/ MTBE Remediation Seminar, 2003, Lyondell Chemical, Atlanta, Georgia

- Oxygenate Technology Workshop, 2002, Chevron USA, Inc., Houston, Texas
- Georgia Level 3 Soil Classifier Training, 2001, National Society of Professional Engineers, Macon, Georgia
- Environmental Remediation Technology Training, 1996, Groundwater Technology, Inc., Alberquque, New Mexico
- OSHA 40-hr Hazardous Waste Operations and Emergency Response Standard Certificate Training, 1995, Baxter Reilley, Atlanta, Georgia

AWARDS/HONORS

- 2007 Engineering Excellence Award – *State Award* – ACEC, Innovative Solution for Complex Lead Contamination
- 2006 Engineering Excellence Award – *Honor Award* – ACEC, Innovative Approach to Remediate Petroleum Contamination
- 1993 Award for Scholastic Excellence – Consulting Engineering Council of Georgia, R. Berl Elder Memorial Scholarship

APPENDIX J

Owner Environmental Questionnaire

OWNER ENVIRONMENTAL QUESTIONNAIRE & DISCLOSURE STATEMENT

The questionnaire **MUST** be completed and signed by the current property owner, notarized in the spaces indicated and submitted with the application. The Owner must supply and attach evidence of ownership of the property, i.e. a deed. In preparing this document, the property owner must make a good faith effort to correctly answer all questions in this checklist. *Care should be taken to check the answers against whatever records are in the owner's possession.* If any of the following questions are answered in the affirmative, or if answers are unknown and/or qualified, the Environmental Professional must determine whether further inquiry is warranted. A gap in the Owner's knowledge about any item on the questionnaire below does not relieve the Environmental Professional from the requirement that the item be fully addressed in the Phase I Report. The property owner must fully document the reason for any affirmative answer, and provide the Environmental Professional with all appropriate supporting information.

Purchaser: JT Development Inc.

(Phone) (850) 34-1334

Owner/seller: Community Bank and Trust

(Phone) _____

Subject property: _____

QUESTIONNAIRE - PART A:

1. Is the property, or any adjacent property, currently used for commercial, industrial or manufacturing purposes including, but not limited to dry cleaners and gas stations? Adjacent properties include those that border the site and properties across the street from the site.

__Yes __No __Unknown

Provide the name and describe the type of business operating at the property:

Provide the name and type of business operating adjacently **north** of the subject property:

Provide the name and type of business operating adjacently **south** of the subject property:

Provide the name and type of business operating adjacently **east** of the subject property:

Provide the name and type of business operating adjacently **west** of the subject property:

2. Has the property or any adjacent property been used in the past for commercial, industrial or manufacturing purposes including, but not limited to, dry cleaners and gasoline stations?

__Yes __No __Unknown (If yes, please describe including its specific use)

Owner: Date(s):

Current Use of property:

Previous use of property to the **north:**

Previous use of the property to the **south:**

Previous use of the property to the **east:**

Previous use of the property to the **west:**

3. Are there any pesticides, automotive or industrial batteries, paints or other chemicals stored on the property or at the facility?
__Yes __No __Unknown (If yes, please describe)

4. Are there currently any plastic or metal industrial drums (ranging from 5 to 55-gallons) located on the property or at the facility or were there in the past?
__Yes __No __Unknown (If yes, please describe)

5. How and where were items identified in Questions #3 & #4 disposed (if any of the specifics are unknown, provide names and present employers of people who may be able to provide additional information)?

6. Has fill dirt ever been brought onto the site?
__Yes __No __Unknown (If yes, please describe)

7. Have any substances identified as hazardous, unidentified waste materials, tires, automotive or industrial batteries or any other waste materials, including construction debris, been dumped above grade, buried and/or burned on the site?
__Yes __No __Unknown (If yes, please describe including where and what disposal took place)

8. Is there any obvious stained soil, or other evidence of past waste disposal on the property?

__Yes __No __Unknown (If yes, please describe including location on the property)

9. (a) Are there any above or underground storage tanks currently located on the property?

__Yes __No __Unknown (If yes, please describe including location on the property. If no, skip to question #10)

(b) Are the existing storage tanks empty, out of service, or closed?

__Yes __No __Unknown (If yes, please describe including the date and name of the contractor used, and provide a copy of any report generated)

(c) Have any tanks been removed? (If 'yes' provide information on when, give the name of the contractor used, and provide a copy of any report generated).

__Yes __No __Unknown (If yes, please describe including date removed and name of contractor used, and provide a copy of any report generated)

10. Are there any prospective buyer(s) in the past that may have conducted an environmental assessment of the subject property.

___Yes __No __Unknown (If yes, please provide names, addresses, and telephone numbers. Also, provide the name, address and telephone number of **your** Lender on this property. *Attach any past environmental reports you have, or provide information on how to obtain a copy of the report(s) if you do not have them.*

11. Does the property discharge waste water (other than storm water) directly to a ditch or stream on or adjacent to the property?

__Yes __No __Unknown (If yes, please describe)

12. Is the property located near or in an area where conventional fuels (e.g. petroleum products), hazardous gases, (e.g. propane), and/or chemicals (e.g. benzene or hexane) of a flammable nature are stored?

__Yes __No __Unknown (If yes, please describe)

13. Has there been any health complaints related to the indoor or outdoor air at? on the grounds of the property or any building located on the property?

__Yes __No __Unknown (If yes, please describe)

14. Does the owner of the property or operator of the facility? have any knowledge of environmental liens or governmental notification (including information requests) relating to violations or potential violations of environmental laws with respect to the property or any facility located on the property?

__Yes __No __Unknown (If yes, please describe)

15. Has the owner of the property or operator of the facility been informed of the presence of hazardous substances or environmental violations with respect to the property or any facility located on the property?

__Yes __No __Unknown (If yes, please describe)

16. Are you aware of any environmental assessment of the property that indicated the presence of hazardous substances or petroleum products on, in, at, or under the property site?

__Yes __No __Unknown (If yes, please describe)

17. Are you aware of any environmental assessment of the subject property that has recommended further assessment or testing of the property?

__Yes __No __Unknown (If yes, please describe)

18. Are there any past, current, or pending lawsuits or administrative proceedings for alleged damages related to environmental issues or problems involving the property or any owner or tenant of the property?

__Yes __No __Unknown (If yes, please describe)

19. Have pesticides, herbicides, or other agricultural chemicals ever been stored on, mixed on, or applied to the property?

__Yes __No __Unknown (If yes, please describe)

QUESTIONNAIRE - PART B:

1. Are there any structures on the property site more than fifty (50) years old, or (is the property) located in a designated historic district?

   __Yes __No __Unknown (If yes, please describe & submit photographs of all interior rooms and exterior facades, and include a copy of the proposed rehabilitation work scope and a location map.)

2. Is the property site located in a 100-year floodplain?

   Copy the portion of floodplain map indicating the site location. Attach a copy of the Flood Plain Map and include panel number on the copy.

   __Yes __No __Unknown (If yes, please describe below.)

3. Does the site have the potential to affect or be affected by?		Yes	No
a.	Coastal Areas Protection and Management	___	___
b.	Runway Clear Zones & Accident Potential Zones	___	___
c.	Endangered Species	___	___
d.	Farmland Protection	___	___
e.	Compatibility with Local Codes, Plans and Zoning	___	___
f.	Wetlands Designated Land	___	___
g.	Thermal & Explosive Hazards	___	___
h.	Toxic Chemicals & Radioactive Materials	___	___
i.	Solid Waste Management	___	___
j.	Local Zoning Plans Compatibility	___	___

(If yes to any, please describe.)

4. Is the site within 1,000 feet of a major road/highway/freeway (i.e. a roadway which experiences an average daily traffic count of 10,000 or greater)?

__Yes __No __Unknown

If yes, the following must be completed:

- What is the name of the major road/highway/freeway? _____
- List the distance of any stop sign (not a traffic signal) that is less than 600 feet from the site _____
- What is the average speed of travel on this major road/highway/freeway? _____
- List the average number of automobiles for both directions during a 24-hour day _____
- List the average number of trucks for both directions during a 24-hour day _____

Generally, much of this information can be obtained through the City/County Highway or Transportation Department

5. Is the site within 3,000 feet of a railroad?

__Yes __No __Unknown

If yes, the following must be completed:

- What is the name of the railway operating on this line? _____
- List the average number of trains for both directions during a 24-hour day _____
- List the average number of diesel locomotives per train _____
- List the average number of railway cars per train _____
- List the average train speed _____
- Is the track welded or bolted? _____
- Is the site near a grade crossing that requires prolonged use of the train's horn? __Yes __No (If no, skip to question # 6)
- How far from the grade crossing are the whistle posts located? _____

Generally, much of this information can be obtained by contacting the Supervisor of Customer Relations and/or the Engineering Department for the railway

6. Is the site within 15 miles of a military airport?

__Yes __No __Unknown (If yes, please attach a copy of the airport's current noise contour information.) *This information is available for most military airports and can be generally obtained by contacting the Military Agency in Charge of Airport Operations.* If noise contours are not available, please obtain the following:

- List the average number of nighttime jet operations (10 p.m.-7 a.m.)

  _____

- List the average number of daytime jet operations (7 a.m. – 10 p.m.)

  _____

- List the flight paths of the major runways

  _____

7. Is the site within 5 miles of a private/commercial airport or airfield?

__Yes __No __Unknown (If yes, please attach a copy of the airport's current noise contour information. This information is available for most private/commercial airports and can be obtained by contacting the FAA Control Tower or Airport Operations. If noise contours are not available, please obtain the following information)

- List the average number of nighttime jet operations (10 p.m. - 7 a.m.)

  _____

- List the average number of daytime jet operations (7 a.m. – 10 p.m.)

  _____

- List the flight paths of the major runways

  _____

QUESTIONNAIRE - PART C:

Valuation Reduction: Relationship of the purchase price to the fair market value of the property, if it were not contaminated:

1. Have you identified the type of property transaction (for example-- sale, purchase, ground lease, etc.) to the Environmental Professional?

Yes No (If yes, please describe)

2. Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Yes No (If no, have you considered whether the lower purchase prices is because contamination is known or believed to be present at the property?

CERTIFICATION

This questionnaire above was completed by:

Owner/Developer Name: Community Bank and Trust

Relationship to Site: 448 N. Main St. Cornelia, GA

Address: ~~199 Habersham County Shopping Center~~

~~Cornelia, GA 30531~~

E-mail Address: _____

Phone Number: _____

Date of Completion: _____

I certify to the best of my knowledge and belief that the above statements and facts submitted are true, accurate and complete.

Signed, sealed and delivered this 30 day of MAR, 2012, in the Presence of:

By:

Witness

Property Owner

Notary Public

RONALD GAILEY

Name

My commission expires on: 3/25/14

A.V.P.

Title

(Notarial Seal)

BROOKE HOLBERT NOTARY PUBLIC COMMISSION EXPIRES MAR 25 2014 CHEROKEE COUNTY, GEORGIA

APPENDIX K

Property Log and Information Checklist

PROPERTY LOG AND INFORMATION CHECKLIST

This form **MUST** be completed by the Qualified Environmental Professional who performed the Phase I and/or Phase II Reports. All entries must be fully documented and explained in the environmental reports. This form, together with all supporting documentation relating to the Phase I, must be submitted to DCA before any application can be accepted for processing.

PROPERTY LOG

Property Address: **Canton Highway**
Ball Ground, Cherokee County, Georgia

Developer's Name and Address: **JT Ball Ground LP**
2409 Bemiss Road
Valdosta, GA 31602

Developer's e-mail Address: **steve.johnson@dewarproperties.com**

Developer's Telephone Number: **(229) 316-2212**

Qualified Environmental Professional's' Name: **Rebecca K. Donnelly**

Qualified Environmental Professional's' Telephone Number and e-mail address:
(678) 454-1130; rdonnelly@maxisengineering.com

Environmental Consulting Firm's Name and Address: **Maxis Engineering, LLC.**
1100 Howell Bridge Road
Ball Ground, GA 30107

Date Phase I Environmental Site Assessment Completed: **April 30, 2012**

Summary of Phase I Results: **The Phase I ESA revealed no evidence of *recognized environmental conditions (RECs)* in connection with the subject property or with surrounding properties. The following non-scope environmental conditions were identified: Wetlands, Flood Plains, State Water, and Endangered Species. The Users will request an Expanded Preliminary Jurisdictional Determination from the US Army Corps of Engineers**

no later than 60 days of notice of award of funds. The Users will refrain from constructing any proposed dwellings, parking, etc.. within the 100-year flood plain. The Users will abide by the regulations of the Georgia Erosion and Sediment Control Act of 1975, as amended, and appropriate erosion and sediment control will be utilized during the proposed construction.

INFORMATION CHECKLIST

Check [√] any information sources used to perform the Phase I Review.

1. Overall Property Description

__ Building Specifications

X Zoning or Land Use Maps

X Aerial Photos (e.g., Sanborn)

__ List of Commercial Tenants On-Site

X Title History

X Site Survey

X Verification of Public Water and Sewer

X Interviews with Local Fire, Health, Land Use or Environmental Officials

X Interviews with Builder, and/or Property Manager

X Review of records of local, state and federal regulatory agencies

X Review of adjacent properties

X Other (Specify) Historic Topographic Maps, Interviews, Floodplain Map, National Wetland Inventory Map, Radon Map, Geological and Hydrogeological resources

2. Asbestos

__ Dated Building Construction or Rehabilitation Specifications

__ Engineer's/Consultant's Asbestos Report

__ Other (Specify)

3. Polychlorinated Biphenyls

__ Utility Transformer Records

X Site Survey of Transformers

__ Site Soil and Groundwater PCB Test Results

X Other (Specify) Interview with Georgia Power

4. Radon

__ Water Utility Records

__ Gas Utility Records

__ On-Site Radon Test Results

X Other (Specify) EPA Radon Zone Map

5. Underground Storage Tanks

X Oil, Motor Fuel and Waste Oil Systems Reports, EPD, LUST & ERNS Records

X CERCLIS/RCRIS Results of Neighborhood search (within radius of one mile)

__ Site Soil and Groundwater Tests

X Site Tank Survey

X Other (Specify): Interview with former property owner

6. Waste Sites

X CERCLIS/RCRIS Results of Neighborhood search (within radius of one mile)

X State EPD site lists for neighborhoods (within radius of one mile)

X Federal Facilities Docket

__ Site Soil and Groundwater Test Results

X Other (Specify): Interview with Cherokee County Planning and Zoning

7. Lead Based Paint

__ Lead Paint Survey

__ Certification/Compliance Records

__ Site Soil Test Results

__ Other (Specify)

8. Additional Hazards

__ Urea Formaldehyde Foam Insulation Survey

__ Interior Air Test Results

__ Lead in Drinking Water Test Results

__ Mold Inspection Results

X Other (Specify): Reviewed most recent (2010) water quality report for City of Ball Ground.

Checklist completed by: _____.

Name (Type or Print): Rebecca K. Donnelly.

Date: 6/11/12.

APPENDIX L

Proof of Insurance

68735

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tanya Roberts	
Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	PHONE (A/C, No, Ext): 404-923-3590	FAX (A/C, No): 877-362-9069
	E-MAIL ADDRESS: Tanya.W.Roberts@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Surplus Insurance Corporation	10725
INSURED Maxis Engineering, LLC fka Matrix Engineering, LLC 1100 Howell Bridge Road Ball Ground GA 30107	INSURER B : Sentinel Insurance Company Ltd.	11000
	INSURER C : Accident Insurance Company, Inc.	11573
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 4362167 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			UVEDE102229112	4/1/2012	4/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollution	$ 5,000,000 $ 100,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			20UENJD4868	12/1/2011	12/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV500215100	4/13/2012	6/18/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			UVEDE102229112	4/1/2012	4/1/2013	$5,000,000 Per Loss	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Georgia Department of Community Affairs is included as Additional Insured as respects the General Liability policy referenced herein, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Georgia Department of Community Affairs
60 Executive Park South, NE
Atlanta, GA 30329

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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68735

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/24/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tanya Roberts	
Commercial Lines - (404) 923-3700 Wells Fargo Insurance Services USA, Inc. 3475 Piedmont Road NE, Suite 800 Atlanta, GA 30305-2886	PHONE (A/C, No, Ext): 404-923-3590	FAX (A/C, No): 877-362-9069
	E-MAIL ADDRESS: Tanya.W.Roberts@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Surplus Insurance Corporation	10725
INSURED Maxis Engineering, LLC fka Matrix Engineering, LLC 1100 Howell Bridge Road Ball Ground GA 30107	INSURER B : Sentinel Insurance Company Ltd.	11000
	INSURER C : Accident Insurance Company, Inc.	11573
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 4362178 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			UVEDE102229112	4/1/2012	4/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollution	$ 5,000,000 $ 100,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			20UENJD4868	12/1/2011	12/1/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV500215100	4/13/2012	6/18/2012	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			UVEDE102229112	4/1/2012	4/1/2013	$5,000,000 Per Loss	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Georgia Housing and Finance Authority is included as Additional Insured as respects the General Liability policy referenced herein, subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER

Georgia Housing and Finance Authority
60 Executive Park South, NE
Atlanta, GA 30329

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPENDIX M

Letters of Reference

amrep
Specialist in Aerosols, Liquids & Lubricants inc.

June 6, 2012

Barry D. Holbert, P.E.
Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, Georgia 30107

Reference: **Letter of Recommendation**
Maxis Engineering, LLC

Dear Mr. Holbert:

On behalf of AMREP, Inc. (AMREP), I am writing this letter to recommend Maxis Engineering, LLC (Maxis) for environmental consulting services. Maxis is currently assisting AMREP with regulatory negotiation, corrective action plans, remediation system design, storm water management, permit expediting, and spill prevention planning for two facilities located in Georgia. Your involvement has been instrumental in allowing AMREP to remain focused on our business plan.

If anyone has any questions about the integrity, ability or quality of Maxis, please have them call me at (770) 422-2071.

Sincerely,
AMREP, Inc.

Darran Chase
Compliance Affairs Officer

CharterBANK
AN ENTIRELY NEW BANKING EXPERIENCE

June 21, 2010

Mike Fant, P.E. P.G.
Matrix Engineering, LLC
1100 Howell Bridge Road
Ball Ground, Georgia 30107

Reference: **Letter of Recommendation**
Matrix Engineering, LLC

Dear Mr. Fant:

On behalf of CharterBank, I am pleased to recommend Matrix Engineering, LLC (Matrix) for engineering and environmental consulting services. Matrix has completed numerous environmental assessment and due diligence projects in Alabama and Georgia in a very professional, timely and efficient manner for the bank.

Thank you for your assistance with our environmental consulting needs. We value our relationship with Matrix.

Please feel free to call me with any questions regarding this correspondence.

Sincerely,
CharterBank

R. Craig DeLoach
Vice President Commercial Lending
LaGrange Georgia Region

CLIPPER PETROLEUM INC.

5317 T. L. BOWER WAY - - PHONE 770-965-7240
FLOWERY BRANCH, GEORGIA 30542

October 4, 2011

Mr. Peter G. Milewski
Sr. Project Manager
Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, Georgia 30107

Reference: **GEORGIA UNDERGROUND STORAGE TANK ENVIRONMENTAL CONSULTING**
Clipper Petroleum, Inc.
5317 T.L. Bower Way
Flowery Branch, Georgia 30542

To Whom It May Concern:

I would like to personally recommend Maxis Engineering, LLC (Maxis) to anyone who needs Underground Storage Tank Environmental Consulting Services. I have worked with the personnel employed by Maxis for over 17 years and found them to be honest, cost efficient and concerned with resolving client issues.

Clipper Petroleum in the past and currently has used Maxis' services on approximately 6 facilities in the state of Georgia. The projects have included: underground storage tank closures, Corrective Action Plan – Part As, Corrective Action Plan – Part Bs; including risk based corrective action and remedial system design projects, environmental consulting, and emergency spill response.

I would not hesitate to use them again should the occasion present itself.

Sincerely,
Clipper Petroleum, Inc.

Andy Williams

Andy Williams

Tilley Holdings, LLC

Commercial and Industrial Real Estate

917 North Tennessee Street
Cartersville, Georgia 30120

Beth L. Tilley, Broker
Phone 770.386.0040
Fax 770.386.7538

June 11, 2012

Barry D. Holbert, P.E.
Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, Georgia 30107

Reference: **Letter of Recommendation Maxis Engineering, LLC**

Dear Mr. Holbert:

On behalf of Tilley Holdings, LLC (Tilley), I am pleased to highly recommend Maxis Engineering, LLC for environmental consulting services. You have assisted Tilley and our related companies with multiple real estate transactions throughout the State of Georgia. The environmental assessment and due diligence work you conducted were very professional and identified critical issues/concerns that saved us both time and money.

Thank you for assisting Tilley over the past 10 years with our environmental consulting needs. We value your high standards for both technological quality and personal ethics. Please call me at (770) 386-0040 if you have any questions regarding this correspondence.

Sincerely,

Beth L. Tilley
Broker

APPENDIX N

Environmental Certification

ENVIRONMENTAL CERTIFICATION

The undersigned being first duly sworn on oath do certify to the Georgia Department of Community Affairs (DCA)/Georgia Housing and Finance Authority (GHFA) that the statements contained in this certification are true and correct. The undersigned also acknowledge that deviations from the requirements contained in the certification and checklist could result in scoring deductions (Page, Section and/or Appendix numbers must be included for each item).

Project Name: **JT Ball Ground LT**

Project Location: **Canton Highway, Ball Ground, Cherokee County, Georgia**

	Page/Sec./App.
1. The Phase I Report for the above referenced project has been prepared according to the applicable DCA required format.	**Sec. 2.1**
2. The Phase I Report and/or update was performed under the supervision of an "Environmental Professional" as defined in 40 C.F.R. § 312.10(b) (hereinafter referred to as an Environmental Professional). *Résumés describing the qualifications of all personnel involved with the Phase I environmental site assessment must be included.*	**App. I**
3. The Environmental Professional is not affiliated with the Owner/developer or a buyer or seller of the project.	**Sec. 2.6**
4. The Phase I Report and/or update was prepared less than 180 days prior to Application submission and within 30 days of the site reconnaissance. In addition, the date of the Report appears on the cover page of the Report.	**Cover Page**
5. The Georgia Housing and Finance Authority and DCA have the right to rely upon the Phase I and/or Phase II Report prepared for the property in the same way as the Owner, client and any other authorized users of the Report(s).	**Sec. 2.6**
6. The Phase I Report was prepared in accordance with the applicable ASTM and DCA standards.	**Sec. 2.1**
7. The Environmental Professional employed by the consulting firm has supervised the performance of the Phase I, reviewed, signed and stamped both the Phase I and Phase II Reports (if applicable) and any amendments, addenda and updates thereto.	**Env. Cert. Pg.**
8. The Environmental Professional has included a comprehensive historical review of the subject property back to 1940 or the property's first developed use, whichever is earlier.	**Sec. 5.5**
9. The Phase I includes the professional opinion of the Environmental Professional as to any potential environmental risks and as to any recognized environmental conditions identified during the comprehensive historical review.	**Sec. 1.2**
10. The Environmental Professional has:	
* Commercial General Liability insurance, total combined single limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate;	**App. L**
* Professional Errors and Omissions Insurance with limits of $2,000,000.00 each claim and $2,000,000.00 in the aggregate with coverage extended to include third party liability for death, bodily injury, diminution of value of property and property damage.	**App. L**

Project Name: **JT Ball Ground LT**

Project Location: **Canton Highway, Ball Ground, Cherokee County, Georgia**

	Page/Sec./App.
* Pollution Liability Insurance with limits of $2,000,000.00 each claim and $2,000,000.00 in the aggregate.	**App. L**
11. The Georgia Housing and Finance Authority and DCA have been named as 1) additional insureds and 2) certificate holders on the Accord 25 form (the required insurance certificate) for the commercial liability insurance policy.	**App. L**
12. A 30 day cancellation period is included on the insurance certificate.	**App. L**
13. The Owner Environmental Questionnaire & Disclosure Statement has been completed by the current Owner of the property and included in the Phase I Report.	**App. J**
14. The completed Phase I Documentation: DCA Property Log and Information Checklist has been completed by the Environmental Professional and included in the Phase I Report.	**App K.**
15. If required, the HOME and HUD Environmental Questionnaire is completed and included in the Phase I Report (includes projects applying for HOME funds and projects with other HUD funding sources listed, including PBRA).	**App. R**
16. If, in accordance with Section II.B.5.b. of the DCA standards, a noise assessment is required, then the Report includes a noise assessment which was completed in accordance with the HUD Noise Assessment Guidelines ("NAG") and 24 C.F.R § 51.100 *et seq*. (applies to all projects, whether or not HUD funds are included in the financial structure).	**App. F**
17. In cases of elevated noise levels, the Report includes a noise attentuation plan completed in accordance with the HUD Noise Assessment Guidelines ("NAG") and 24 C.F.R § 51.100 *et seq*. (applies to all projects, whether or not HUD funds are included in the financial structure).	**App. F**
18. The Environmental Consultant Signature Page has been signed by the Environmental Professional, the Principal of the Consultant, and the Professional Engineer or Professional Geologist and has been stamped by the Professional Engineer or Professional Geologist. The Environmental Consultant Signature Page is included in the Phase I Report and/or Phase II Report.	**Env. Consul. Sig. Pg.**

Applicant Signature — Date: 06/11/2012

Environmental Professional Signature & Stamp — Date: 06/11/2012

GEORGIA REGISTERED No. 25819 PROFESSIONAL ENGINEER BARRY D. HOBBERT

APPENDIX O

Consumer Confidence Report on Water Quality

CITY OF BALL GROUND WATER SYSTEM
CONSUMER CONFIDENCE REPORT
FOR CALENDAR YEAR 2010
Mr. J. C. Cornett, Director
ID#(GA) 057000

This report contains very important information about your drinking water.

Este informe contiene information muy importante. Traduscalo o hable con un amigo quien lo entienda bien.

Effective September 19, 1998 all Georgia Community Water Systems (CWS) have been directed to provide an annual Consumer Confidence Report (CCR) to their customers and to GA EPD no later than July 1st of each year on an ongoing basis.

The City of Ball Ground is pleased to report that our community's drinking water met or exceeded all safety and quality standards set by the State of Georgia and EPA during the previous year. This 2010 Water Quality Report provides our customers with detailed accounts of all the monitoring and testing results gathered from water quality testing during the previous year. Our employees are committed to providing you with safe, dependable tap water on a year round basis and we are proud to provide the enclosed information. We encourage public interest and participation in our decisions affecting the drinking water. The City Council meets the second Thursday of each month at 7:00 p.m. in the Council Chambers at the Ball Ground City Hall.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's (EPA) Safe Drinking Water Hotline (800) 426-4791. The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Microbial contaminants, such as viruses and bacteria may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife. Inorganic contaminants such as salts and metals, can be naturally occurring or result from urban storm-water runoff, and residential uses. Organic Chemical Contaminants, including synthetic and volatile organic chemicals, are by products of industrial processes and petroleum production, and can also come from gas stations, urban storm-water runoff, and septic systems. Radioactive contaminants, can be naturally occurring or be the result of oil and gas production and mining activities. In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. The Food & Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Water Drinking Hotline (800) 426-4791.

The primary contact for information contained in this report is Eric Wilmarth. He may be reached at 770-735-2123 or via email at ewilmarth@cityofballground.com

The City of Ball Ground water comes from a municipal groundwater well which is 480 feet deep. The water source for the well is a crystalline rock aquifer. The Ball Ground Water System also purchases treated water from the Cherokee County Water and Sewerage Authority (CCWSA). The water purchased from the CCWSA is surface water and is extracted from the Etowah River. You may obtain a copy of the CCWSA Water Quality Report by contacting Mr. Dwight Turner at 770-479-1813 extension 232.

The City of Ball Ground has completed a "Source Water Assessment". A copy of this assessment may be obtained at the Ball Ground City Hall located at 215 Valley Street in Ball Ground, Georgia. Water produced and distributed by the City of Ball Ground comes from a single source well at the corner of Georgia Highway 372 and Northridge Road. The water is then piped to a holding tank on Old Canton Road. As needed, the water is then piped to an elevated tank on Cartersville Street. This second tank provides the elevation needed to provide adequate pressure throughout the entire system. The City has adopted a well head protection ordinance that restricts activities and uses within a 100 foot radius of the well to prevent ground water contamination. Access to the well and each of the storage tanks is restricted.

Lead: If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. The City of Ball Ground Water System is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at http://www.epa.gov/safewater/lead

Inorganic Contaminant	MCLG	MCL	Ball Ground	Range	Sample Date	Violation	Typical Source
Copper (ppm) (1)	1.3	1.3	.098	.029-.110	8/18/2009	No	Corrosion of household plumbing systems, erosion of natural deposits; leaching from wood preservatives
Fluoride (ppm)	4	4	.70 Average	.20 – 1.50	Daily in 2010	No	Erosion of natural deposits; water additive which promotes strong teeth; discharge from fertilizer and aluminum factories.
Lead (ppm) (2)	0	15	.003	.0025-.006	8/18/2009	No	Corrosion of household plumbing systems; erosion of natural deposits.
Nitrate (ppm)	10	10	1.4	N/A	3/16/2010	No	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Chlorine (ppm)	4	4	.47 Average	.2 - .6	Daily in 2010	No	Chlorine is injected into the system intentionally as a disinfectant. Some people who use water containing chlorine well in excess of the MRDL could experience irritating effects to their eyes and nose as well as stomach discomfort
Microbiological Contaminants							
Coli form (3)	0 Pos	0 pos	0 pos	N/A	Jan-Dec	No	Naturally present in the environment
Radiological Contaminants							
Alpha (pCi/L)		15	>1	N/A	10/30/07	No	Next test will be done in 2013
Radium-226 (pCi/L)		Combined Radium 5	>1	N/A	10/30/07	No	Next test will be done in 2013
Radium-228 (pCi/L)		Combined Radium 5	1	N/A	10/30/07	No	Next test will be done in 2013
Uranium (pCi/L)		20	Not Detected	N/A	10/30/07	No	Next test will be done in 2013
Volatile Organic Contaminants	**MRDL**	**MRDLG**	**Ball Ground**	**Range**	**Sample Dates**	**Violation**	
TTHMs (ppm) Chloroform	0	.08	Not Detected	Not Detected	4/5/2010 9/28/2010	No	By product of drinking water disinfection
HAAs (ppm) Dichloroacetic Acid	0	.06	Not Detected	Not Detected	4/5/2010 9/28/2010	No	By-product of drinking water disinfection

Footnotes:

(1) No sites exceeded the Action Level.
(2) Of the 10 sites tested none exceeded the action level
(3) For a system our size the goal is to have no positive tests.

Definitions:

MCL (Maximum Contaminant Level) is the highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

MCLG (Maximum Contaminant Level Goal) is the level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs all for a margin of safety.

MRDL (Maximum Residual Disinfectant Level) The highest level of a disinfectant that is allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbiological contaminants.

MRDLG: (Maximum Residual Disinfectant Level Goal) The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

ppm (Parts per million) (mg/1) – One part per million is equal to one minute in 2 years or one penny in 10 thousand dollars.

ppb (Parts per billion) (ug/1) – one part per billion is equal to one minute in 2,000 years or one penny in 10 million dollars.

pCi/L (Picocuries Per Liter) – A measure of radioactivity with curies being a radioactive unit and pico meaning one trillionth.

Cherokee County
2011 Annual Water Quality Report

Presented by the

Cherokee County Water & Sewerage Authority
Georgia Water System I.D. Number:
(GA) – 0570002

Everybody's Safe Drinking Water… Is Our Business!

Water Quality Surpasses All Standards

Cherokee County Water and Sewerage Authority is proud of the fine drinking water it provides. This annual water quality report shows the source of our water, lists the results of our tests, and contains much important information about water and health. Cherokee County Water and Sewerage Authority will notify you immediately if there is any reason for concern about our water. We are happy to show you how we have surpassed water quality standards.

We are proud to report that the water provided by Cherokee County Water and Sewerage Authority meets or exceeds established water quality standards.

We encourage public interest and participation in our community's decisions affecting drinking water. Regular Board Meetings are held the last Monday of each month at 391 West Main Street. Even numbered months at 4:00 pm. Odd numbered months at 9:00 am. Please call for the holiday schedule. The public is welcome.

Find out more about Cherokee County Water and Sewerage Authority on the Internet at www.ccwsa.com.

Health Information

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at (800) 426-4791.

See Our Water Quality Data Table on the Back.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity. Contaminants that may be present in source water include:

A. Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
B. Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
C. Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
D. Organic chemical contaminants, including synthetic and volatile organic chemicals, which are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
E. Radioactive contaminants, which can be naturally-occurring or be the result of oil and gas production and mining activities.

(Continued on Back)

The Cherokee County Water and Sewerage Authority and the Atlanta Regional Commission have completed a source water assessment itemizing potential sources of surface water pollution to your drinking water supply. Your drinking water is supplied from the Etowah River and Lake Allatoona. A Source Water Assessment is a study and report which provides the following information:

- Identifies the area of land that contributes the raw water used for drinking water;
- Identifies potential sources of contamination to drinking water supplies; and
- Provides an understanding of the drinking water supply's susceptibility to contamination.

The results of this assessment can be found on the Internet at ***http://www.atlantaregional.com/swap/*** or you can request information by mail from the ARC.

Attn: Matthew Harper • Environmental Planning Division
Atlanta Regional Commission • 40 Courtland Street, NE
Atlanta, GA 30303

Two Hundred Ten (210) Potential Point Sources of Pollution were identified during the Source Water Assessment of the Etowah River Watershed. These, along with the non-point source pollution considerations were combined to determine an Overall Watershed Susceptibility Ranking for each watershed. The Metro Source Water Assessments Watersheds with greater than 20% impervious surface were ranked High, between 10% and 20% ranked Medium, and less than 10% ranked Low for potential non-source pollutants. The overall watershed susceptibility ranking for our Drinking Water Supply Watershed is Medium.

Why is the Etowah Important?

The Upper Etowah River Watershed courses through five North Georgia counties: Lumpkin, Dawson, Forsyth, Pickens, Cherokee. The streams and rivers in the Etowah watershed provide drinking water for residents and also support agriculture, industry and recreation. Responsible stewardship of this amazing resource is necessary to ensure its many values are protected FOREVER!

Water Source

Cherokee County Water and Sewerage Authority is supplied by surface water from the Etowah River and is treated at Etowah River Water Treatment Facility, 583 Cokers Chapel Road. The Cherokee County Water and Sewerage Authority also purchases treated water from Cobb County – Marietta Water Authority and City of Canton.

For more information, call Cherokee County Water and Sewerage Authority at (770) 479-1813, ext. 232, Dwight Turner.

Water Quality Data for community water systems throughout the United States is available at *www.waterdata.com.*

Learn more about the Cherokee County Water and Sewerage Authority water system at *www.ccwsa.com.*

Information Hotline: (678) 493-2292

2011 Water Quality Report

An Explanation of the Water Quality Data Table

The table shows the results of our water quality analyses. **Every regulated contaminant that we detected in the water, even in the most minute traces, is listed here.** This table contains the name of each substance, the highest level allowed by regulation (MCL), the ideal goals for public health, the amount detected, the usual sources of such contamination, footnotes explaining our findings, and a key to units of measurement.

Definitions of MCL and MCLG are important.

- **Maximum Contaminant Level or MCL**: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **Maximum Contaminant Level Goal or MCLG**: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **Action Level (AL)**: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **Treatment Technique (TT)**: A required process intended to reduce the level of a contaminant in drinking water.

The data presented in this report is from the most recent testing done in accordance with regulations.

Key To Table: AL=Action Level; MCL=Maximum Contaminant Level; MCLG=Maximum Contaminant Level Goal; NTU=Nephelometric Turbidity Units; ppm=parts per million, or milligrams per liter (mg/l): one part per million is equivalent to one minute in 2 years or one penny in 10 thousand dollars; ppb=parts per billion: one part per billion is equivalent to one minute in 2,000 years or one penny in 10 million dollars; or micrograms per liter (µg/l); TT=Treatment Technique; N/A=not applicable

Water Quality Data Table

Contaminant	Date Tested	Unit	MCL	MCLG	Detected Level	Range	Major Sources	Violation
Inorganic Contaminants								
Copper (1)	2009	ppm	AL=1.3	0	0.11	N/A	Corrosion of household plumbing systems; Erosion of natural deposits; Leaching from wood preservatives.	NO
Fluoride (2)	2011	ppm	4	4	0.83	0.79 - 0.87	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories.	NO
Lead (3)	2009	ppb	AL=15	0	4.7	N/A	Corrosion of household plumbing systems; Erosion of natural deposits.	NO
Nitrate	2011	ppm	10	10	0.33	N/A	Runoff from fertilizer use; Leaching from septic tanks, sewage; Erosion of natural deposits.	NO
Chlorine	2011	ppm	4	N/A	2.4	0.2 - 2.4	Drinking water additive used for disinfection.	NO
Microbiological Contaminants								
Turbidity (4)	2011	NTU	TT=1	0	0.15 - 100%	N/A	Soil runoff.	NO
Coliform (5)	2011	% Pos.	5% Pos.	0% Pos.	0.01% Pos.	N/A	Naturally present in the environment.	NO
Volatile Organic Contaminants								
TTHMs [Total Trihalomethanes]	2011	ppb	80	0	55.9	10 - 83.5	By-product of drinking water disinfection.	NO
HAAs [Haloacetic Acids]	2011	ppb	60	0	53.7	12.2 - 62	By-product of drinking water disinfection.	NO
Organic Contaminants								
TOC [Total Organic Carbons]	2011	ppm	TT	N/A	1.3	0.8 - 1.3	Naturally present in the enviroment.	NO

Water Quality Data Table Footnotes: (1) No sites exceeded the Action Level (AL). (2) Fluoride is added to the drinking water to help in the prevention of dental cavities (caries) in children. (3) Of the 30 sites tested, none exceeded the Action Level (AL). (4) Turbidity is the measure of the cloudiness of the water. We monitor turbidity because it is a good indicator of the effectiveness of our filtration system. The turbidity rule requires that 95% or more of monthly samples must be below 0.30 NTU. During the reporting year, 100% of all samples taken to measure turbidity met water quality standards. (5) In June, 2011, 1 bacteriological sample out of 144 was found to be total Coliform postitive.

Explanation of Violations

Although we ran many tests, only the listed substances were found. **They are all below the MCL required.**

Health Information…

(Continued from Front)

F. If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Cherokee County Water and Sewerage Authority is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at **http://www.epa.gov/safewater/lead**.

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of certain contaminants in water provided by public water systems. FDA regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the **Safe Drinking Water Hotline (800) 426-4791.**

Georgia's Streams Need Your Help

...there is still hope for Georgia's urban water systems ... pollution isn't an inevitable consequence of growth and development. ... And we can all work together to make changes in our daily activities that will significantly reduce the nonpoint pollution generating from Georgia's towns and cities. ... By developing and practicing new water-conserving, non-polluting habits in and around our own homes, at our work place, and within our communities, we can work together to actively protect and clean up Georgia's urban waterways. By **GA Dept. of Natural Resources, (800) 685-2443, www.P2AD.org**.

APPENDIX P

Endangered Species Documentation

MAXIS
ENGINEERING

May 18, 2012

Ms. Sandra Tucker
U.S. Fish & Wildlife Services, Ecological Services Field Office
Westpark Center, Suite D
Athens, Georgia 30606-3175

Reference: **Endangered Species Confirmation**
Proposed JT Builder, Inc.
Canton Highway
Ball Ground, Cherokee County, Georgia
Project No: 1-12-324A

Dear Ms. Tucker:

Maxis Engineering, LLC (Maxis) is submitting this letter to satisfy the Georgia Department of Community Affairs requirements for the environmental assessment being completed for the above-referenced project.

The proposed project consists of developing approximately 10 acres of partially developed commercial property along the east side of Canton Highway, near the intersection with Coy M. Holcomb Drive. Figures showing existing and proposed site features have been attached.

Maxis evaluated the proposed project for potential effects on endangered species. A site reconnaissance was conducted on April 30, 2012. Additionally, Maxis reviewed the U.S. Fish and Wildlife Services – Listed Species in Cherokee County (updated September 2010) for possible species on or adjacent to the property. Based on the site visit and list of species in Cherokee County, Maxis concluded that the proposed project should have NO adverse effects on any endangered species. Your review and concurrence would be greatly appreciated.

Should you have any questions regarding this letter, or if we may be of any further assistance, please call me at (678) 454-1130.

Sincerely,
Maxis Engineering, LLC

Rebecca K. Donnelly
Project Manager

Barry D. Holbert, P.E.
Principal

JT Builder, Inc
Canton Highway
Ball Ground, GA
Myers Gate Rd
Canton Hwy
Coy M Holcomb Dr
Area of Interest
Valley St
Howell Bridge Rd
Image U.S. Geological Survey
© 2012 Google
Google earth
Imagery Date: 3/31/2008
1993
34°19'41.12" N 84°23'11.12" W elev 1007 ft
Eye alt 3377 ft

FIELD BOOK 119, PAGE 86 FILE J2513X

LEGEND:
1) I.P.S. - IRON PIN SET (#5R.)
2) I.P.F. - IRON PIN FOUND
3) R. - REINFORCING BAR
4) A - ARC
5) RAD. - RADIUS
6) (R) - RADIAL
7) (NR) - NOT RADIAL
8) M.H. - MANHOLE
9) D.I. - DROP INLET
10) B.L. - BUILDING LINE
11) R/W - RIGHT OF WAY
12) J.B. - JUNCTION BOX
13) F.H. - FIRE HYDRANT
14) L.L.L. - LAND LOT LINE
15) C.B. - CHORD BEARING
16) C.D. - CHORD DISTANCE
17) N/F. - NOW OR FORMERLY
18) S.S. - SANITARY SEWER
19) S.S.E. - SANITARY SEWER EASEMENT
20) P.P. - POWER & (OR) PHONE POLE
21) D.E. - DRAINAGE EASEMENT
22) ℄ - CENTERLINE
23) ℙ - PROPERTY LINE
24) - OVERHEAD POWER LINE
25) - OVERHEAD PHONE LINE
26) - FENCE (APPROX. LOC.)
27) - ℄ STREAM (APPROX. LOC.)
28) - ℄ DITCH (APPROX. LOC.)
29) 129 - INDICATES STREET NUMBER
30) - INDICATES APPROX. 100 YEAR HIGH WATER ELEVATION
31) P.E. - PEDESTRIAN EASEMENT
32) S.W.B. - STATE WATERS BUFFER
33) C.M.P. - CORRUGATED METAL PIPE
34) R.C.P. - REINFORCED CONCRETE PIPE
35) M.M.F. - MARBLE MONUMENT FOUND
36) P.U.B. - POWER UTILITY BOX
37) L.P. - LIGHT POLE
38) C.M.F. - CONCRETE MONUMENT FOUND
39) D.I. - DROP INLET
40) N. & C. - NAIL AND CAP FOUND IN ASPHALT
41) D.B. - DEED BOOK
42) P.B. - PLAT BOOK
43) PG. - PAGE
44) ⊗ - INDICATES WATER SERVICE
45)

TRAVERSE TABLE

COURSE	BEARING	DISTANCE
1	S 26°00'00"W	1.56'
2	S 45°31'05"W	102.53'
3	S 26°05'25"W	41.23'
4	S 12°23'30"W	66.34'
5	S 51°43'15"W	27.13'
6	S 82°18'25"W	22.60'
7	S 54°45'25"W	29.40'
8	S 19°35'30"W	59.97'
9	S 46°55'30"W	89.31'
10	S 29°58'45"W	44.53'
11	S 27°50'55"W	28.23'
12	S 86°59'40"W	12.00'
13	S 31°54'35"W	18.37'
14	S 27°59'20"W	40.42'
15	S 02°30'25"W	24.79'
16	S 24°47'40"W	62.64'
17	S 42°39'30"W	41.49'
18	S 42°39'30"W	30.53'
19	S 33°30'55"W	223.33'
20	S 03°35'15"W	42.36'
21	S 32°40'10"W	22.69'
22	N 85°24'05"W	78.02'±
23	N 10°07'30"E	33.62'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
24	84.70'	N 25°14'00"E	83.83'	170.50'

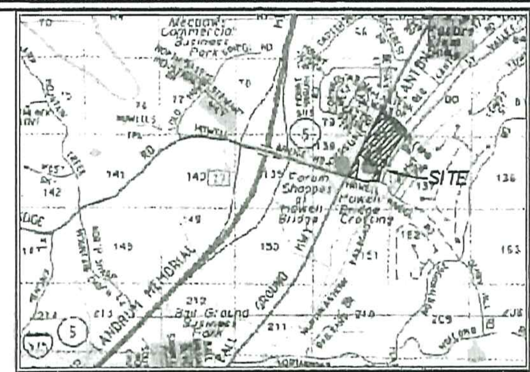
COURSE	BEARING	DISTANCE
25	N 39°04'35"E	48.26'
26	N 64°04'15"W	53.66'
27	S 25°59'25"W	21.19'
28	N 64°00'35"W	88.17'
29	N 25°56'20"E	34.69'
30	N 63°53'35"W	190.68'
31	S 41°08'20"W	308.09'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
32	34.08'	N 56°37'20"W	23.53'	11.87'

COURSE	BEARING	DISTANCE
33	N 25°36'55"E	217.80'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
34	146.88'	N 78°12'25"E	127.09'	80.00'

COURSE	BEARING	DISTANCE
35	S 48°51'40"E	5.00'



VICINITY MAP (NOT TO SCALE)

EXISTING USE: ALL PROPERTIES ARE MASS GRADED WITH UTILITIES, BUT NO BUILDINGS. THE OUT TRACT IS AN OPERATING CONVENIENCE STORE.

EXISTING ZONING: ALL SUBJECT TRACTS AND ADJOINING TRACTS ARE ZONED: T.N.D. IN THE CITY OF BALL GROUND.

JOB NO. 12-2513-04D

REFERENCE PLATS:
1) BOUNDARY SURVEY OF: THE VINEYARDS AT MAPLE VALLEY, BY: LMX, INC., DATED: APRIL 24, 2006, JOB NO. 06-2513-02D, RECORDED IN PLAT BOOK 91, PAGE 39.
2) BOUNDARY SURVEY FOR: HOWELL BRIDGE CROSSING, LLC, BY: LMX, INC., DATED: MARCH 17, 2006, JOB NO. 06-2513-01D, RECORDED IN PLAT BOOK 90, PAGE 10.
3) RELEASE PLAT OF: THE VINEYARDS AT MAPLE VALLEY, BY: LMX, INC., DATED: MAY 08, 2006, REVISED: JUNE 9, 2006, JOB NO. 06-2513-06D, RECORDED IN PLAT BOOK 91, PAGE 155.
4) PLAT OF SURVEY FOR: HOWELL BRIDGE CROSSING, LLC, BY: D & S LAND SURVEYING, INC., DATED: 6/29/2006, RECORDED IN PLAT BOOK 91, PAGE 153. (NOTE: THERE ARE ALSO 3 OTHER PLATS OF SURVEYS DONE BY D & S LAND SURVEYING, INC., ALSO DATED: 6/29/2006, FOR HOWELL BRIDGE CROSSING, LLC, THAT ARE NOT RECORDED.)

FOR THE CITY OF BALL GROUND

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000± FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

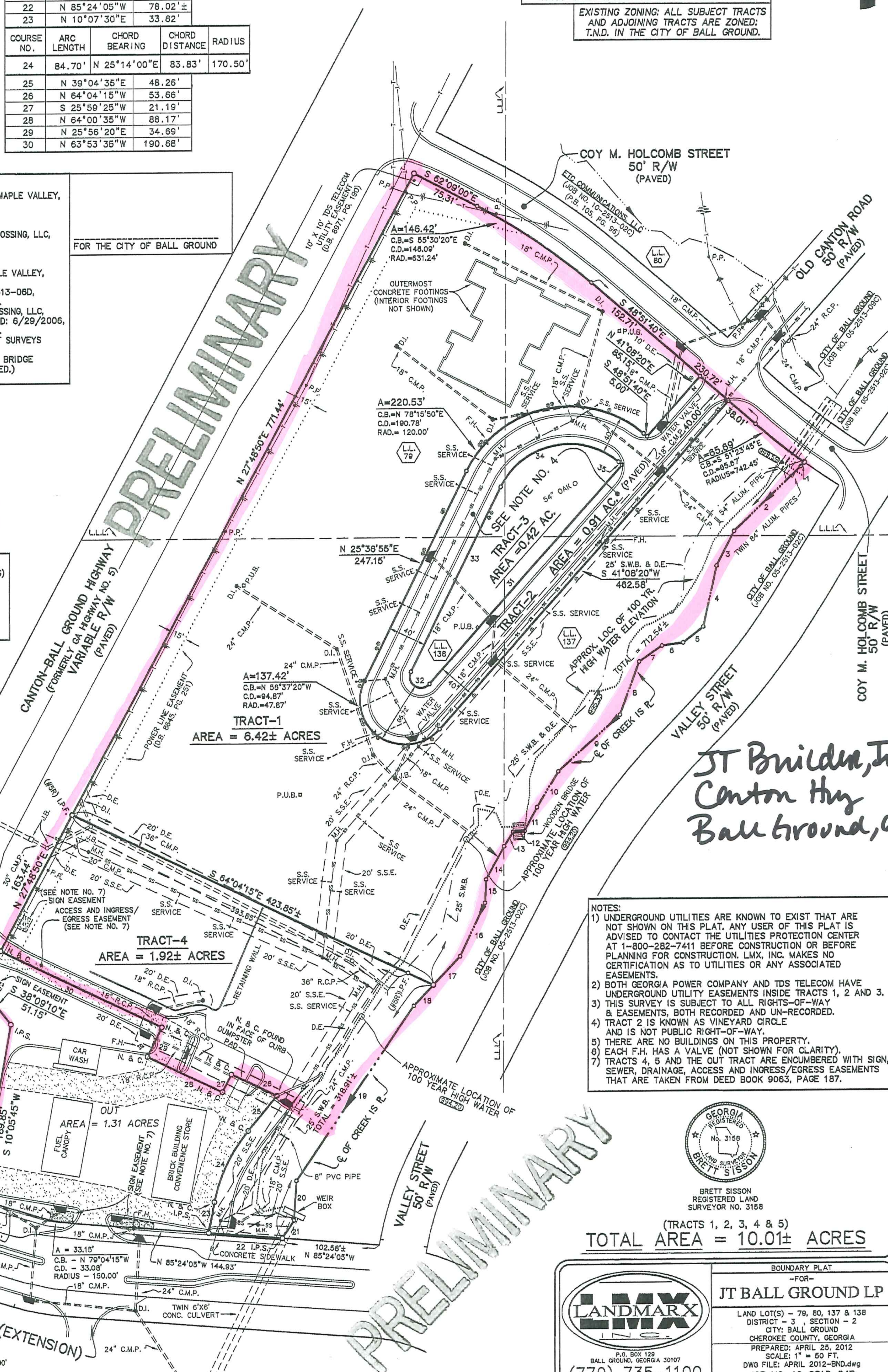
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 88,000± FEET.

EQUIPMENT USED FOR MEASUREMENTS: TOPCON GTS-3005

" ALL MATTERS OF TITLE ARE EXCEPTED"

"F.E.M.A. OFFICIAL FLOOD HAZARD MAP" COMMUNITY NO. 130423, PAGE 159D, DATED 9/29/06, SHOWS THIS PROPERTY NOT TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

REFERENCE DEEDS:
1) D.B. 9028, PG. 405 (RESTRICTIVE COVENANTS)
2) D.B. 10762, PG. 478 (DEED UNDER POWER)
3) D.B. 9063, PG. 187 (MISC. EASEMENTS)
4) D.B. 8844, PG. 123 (GA. POWER CO.)
5) D.B. 8645, PG. 251 (GA. POWER CO.)
6) D.B. 9007, PG. 298 (TDS TELECOM)
7) D.B. 8971, PG. 190 (TDS TELECOM)



JT Builder, Inc
Canton Hwy
Ball Ground, GA

NOTES:
1) UNDERGROUND UTILITIES ARE KNOWN TO EXIST THAT ARE NOT SHOWN ON THIS PLAT. ANY USER OF THIS PLAT IS ADVISED TO CONTACT THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 BEFORE CONSTRUCTION OR BEFORE PLANNING FOR CONSTRUCTION. LMX, INC. MAKES NO CERTIFICATION AS TO UTILITIES OR ANY ASSOCIATED EASEMENTS.
2) BOTH GEORGIA POWER COMPANY AND TDS TELECOM HAVE UNDERGROUND UTILITY EASEMENTS INSIDE TRACTS 1, 2 AND 3.
3) THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY & EASEMENTS, BOTH RECORDED AND UN-RECORDED.
4) TRACT 2 IS KNOWN AS VINEYARD CIRCLE AND IS NOT PUBLIC RIGHT-OF-WAY.
5) THERE ARE NO BUILDINGS ON THIS PROPERTY.
6) EACH F.H. HAS A VALVE (NOT SHOWN FOR CLARITY).
7) TRACTS 4, 5 AND THE OUT TRACT ARE ENCUMBERED WITH SIGN, SEWER, DRAINAGE, ACCESS AND INGRESS/EGRESS EASEMENTS THAT ARE TAKEN FROM DEED BOOK 9063, PAGE 187.

GEORGIA REGISTERED No. 3158 LAND SURVEYOR BRETT SISSON

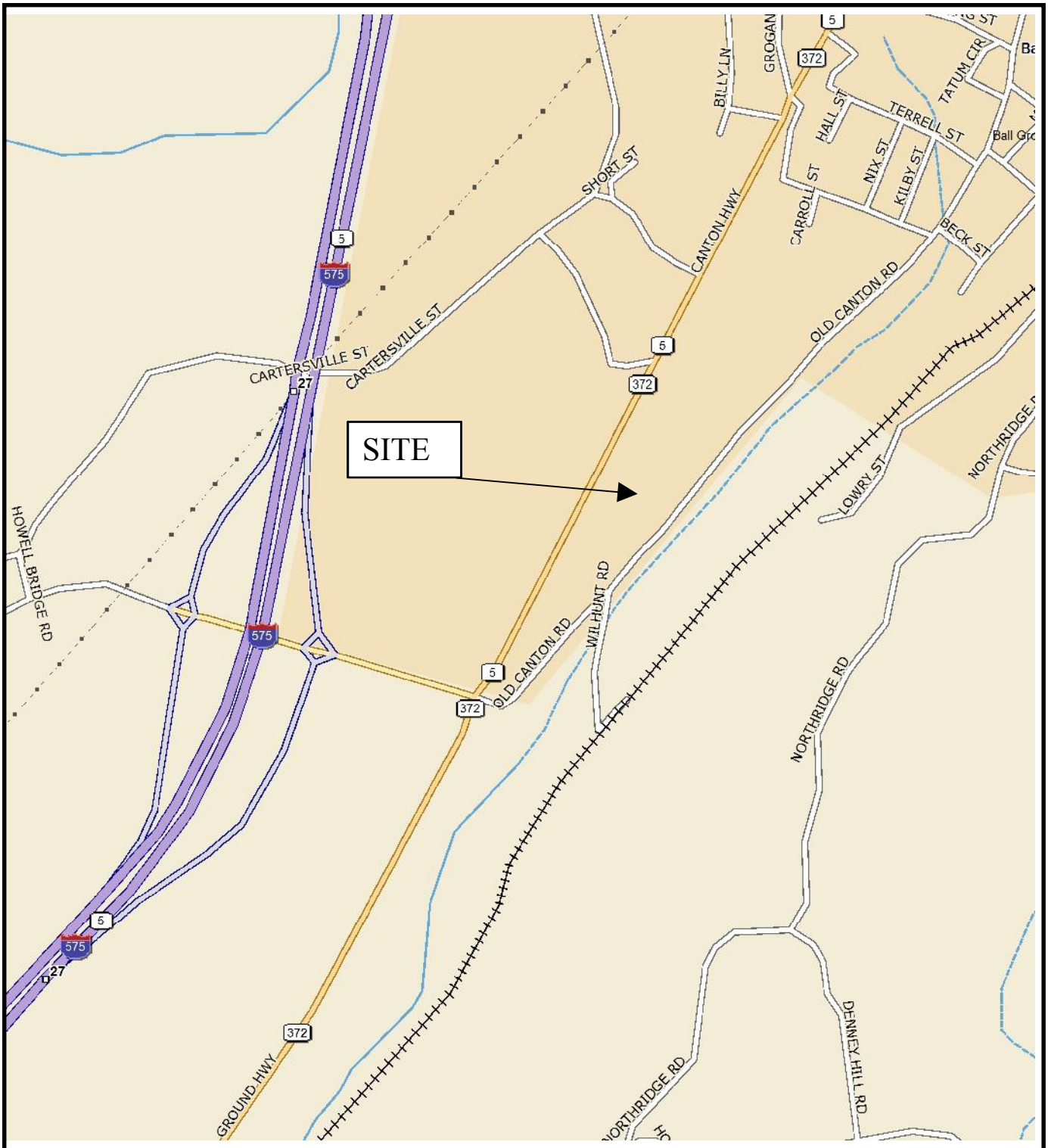
BRETT SISSON
REGISTERED LAND SURVEYOR NO. 3158

(TRACTS 1, 2, 3, 4 & 5)
TOTAL AREA = 10.01± ACRES

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

BOUNDARY PLAT
-FOR-
JT BALL GROUND LP

LAND LOT(S) - 79, 80, 137 & 138
DISTRICT - 3, SECTION - 2
CITY: BALL GROUND
CHEROKEE COUNTY, GEORGIA
PREPARED: APRIL 25, 2012
SCALE: 1" = 50 FT.
DWG FILE: APRIL 2012-BND.dwg
JOB NO. 12-2513-04D



MAXIS ENGINEERING

SITE LOCATION MAP

JT Builder, Inc.
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	3A
Source:	DeLorme Topo USA 8.0
JOB NUMBER:	1-12-324A
SCALE:	As Shown

Group	Name	Population	Status	Lead Office	Recovery Plan Name	Recovery Plan Stage
Clams	Finelined pocketbook (Lampsilis		Threatened	Mississippi Ecological Services	Recovery Plan for the Mobile	Final
Clams	Southern clubshell (Pleurobema		Endangered	Mississippi Ecological Services	Recovery Plan for the Mobile	Final
Clams	Triangular Kidneyshell		Endangered	Mississippi Ecological Services	Recovery Plan for the Mobile	Final
Fishes	Cherokee darter (Etheostoma		Threatened	Georgia Ecological Services	Recovery Plan for the Mobile	Final
Fishes	Amber darter (Percina		Endangered	Georgia Ecological Services	Conasauga Logperch/Amber	Final
Fishes	Goldline darter (Percina		Threatened	Mississippi Ecological Services	Recovery Plan for the Mobile	Final
Fishes	Blue shiner (Cyprinella		Threatened	Mississippi Ecological Services	Blue Shiner	Final
Fishes	Etowah darter (Etheostoma		Endangered	Georgia Ecological Services	Recovery Plan for the Mobile	Final
Flowering Plants	Michaux's sumac (Rhus		Endangered	Raleigh Ecological Services	Michaux's Sumac	Final
Flowering Plants	Tennessee yellow-eyed grass		Endangered	Alabama Ecological Services	Tennessee Yellow-Eyed Grass	Final

Rebecca Donnelly

From: Robin_Goodloe@fws.gov
Sent: Wednesday, May 30, 2012 1:14 PM
To: rdonnelly@maxisengineering.com
Subject: Fw: JT Builder, Inc. on Canton Highway in Ball Ground, GA

Hi Rebecca,

Our hydrologist needs a little more information to evaluate potential impacts of the project's increased impervious surface on listed fish habitat. His request is in the email below, Please feel free to communicate directly with him if you have questions -- his email is below, and he'll be at 706-613-9493 X235 for the rest of this week,

Robin

Robin Goodloe
U.S. Fish and Wildlife Service
Georgia Ecological Services
105 West Park Dr., Suite D
Athens, GA 30606
706-613-9493 X221
706-613-6059 fax

----- Forwarded by Robin Goodloe/R4/FWS/DOI on 05/30/2012 01:06 PM -----

Eric Prowell/R4/FWS/DOI

05/30/2012 10:52 AM

To Robin Goodloe/R4/FWS/DOI@FWS
cc
Subject Re: Fw: JT Builder, Inc. on Canton Highway in Ball Ground, GA Link

Hey Robin, Can you request the stormwater management report,drainage plan, and the construction details for the detention pond and outlit structures. Thanks- Eric

Eric Prowell, Hydrologist
USFWS, Georgia Ecological Services
105 West Park Drive, Suite D.
Athens GA 30606
(352) 264-3580

Robin Goodloe/R4/FWS/DOI

05/23/2012 05:23 PM

To eric_prowell@fws.gov
cc
Subject Fw: JT Builder, Inc. on Canton Highway in Ball Ground, GA

This engineering firm is representing a developer who is putting apartments on a 10A tract on a Sharp Mountain trib (pretty much upstream of Ball Ground Business Park). Cherokee darters in the trib within a mile downstream.

I told her I needed to see their stormwater management plan, and that we probably would have recommendations to

minimize impacts on listed fish. Could you take a look at what she sent and see if it has the info we need and, if so, if the BMPs are adequate?

Thanks, and feel free to communicate with her directly.

Robin

Robin Goodloe
U.S. Fish and Wildlife Service
Georgia Ecological Services
105 West Park Dr., Suite D
Athens, GA 30606
706-613-9493 X221
706-613-6059 fax

----- Forwarded by Robin Goodloe/R4/FWS/DOI on 05/23/2012 05:18 PM -----
"Rebecca Donnelly" <rdonnelly@maxisengineering.com>

05/23/2012 05:15 PM

To <robin_goodloe@fws.gov>
cc
Subject JT Builder, Inc. on Canton Highway in Ball Ground, GA

Robin,

Thanks again for your quick response to my earlier phone call. Please find attached the drawing of what is currently on-site and what is proposed for the site. Should you have questions, please feel free to contact me.

Thanks,

Rebecca K. Donnelly

Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, GA 30107
404-502-5634 cell
678-454-1130 phone
678-454-1131 fax
rdonnelly@maxisengineering.com

United States Department of the Interior
Fish and Wildlife Service
105 West Park Drive, Suite D
Athens, Georgia 30606
Phone: (706) 613-9493
Fax: (706) 613-6059

West Georgia Sub Office
P.O. Box 52560
Ft. Benning, Georgia 31995-2560
Phone: (706) 544-6428
Fax: (706) 544-6419

Coastal Sub Office
4980 Wildlife Drive
Townsend, Georgia 31331
Phone: (912) 832-8739
Fax: (912) 832-8744

May 31, 2012

Ms. Rebecca K. Donnelly
Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, GA 30107

RE: Proposed JT Builder, Inc., FWS Log NG-12-190-Cher

Dear Ms. Donnelly:

Thank you for your May 18, 2012, letter regarding the referenced project. The U.S. Fish and Wildlife Service (Service) submits the following comments under provisions of the Fish and Wildlife Coordination Act 44 Stat. 401, as amended (16 U.S.C. 661 et seq.), and the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.).

JT Builder, Inc. proposes to develop approximately 10 acres of commercial property along the east side of Canton Highway, near the intersection with Coy M. Holcomb Drive. The existing property is cleared with some infrastructure, including impervious areas. There is no existing stormwater management on the site.

A tributary to Sharp Mountain Creek, Etowah River basin, drains the property. The federally-threatened Cherokee darter (*Etheostoma scotti*) is known from a survey site in this tributary about 1 kilometer downstream of the the Howell Bridge Road crossing, and the stream appears large enough to support this listed fish at your site. Recent research has shown that the health and size of Cherokee darter populations are strongly correlated with upstream effective impervious surface, primarily due to stormwater runoff.

Based on your conversations this week with Service hydrologist, Eric Prowell, we understand that the project will be constructed and operated in compliance with Georgia sediment and erosion control laws and the Georgia Stormwater Management Manual. Given the current lack of stormwater management on site, these management actions are not likely to cause additional impact to, and may benefit, Cherokee darters and/or their habitat. Any derivations from these State laws and their requirements could change this determination.

Placement of any fill in waters of the United States, including streams and wetlands, requires authorization from the US Army Corps of Engineers under Section 404 of the Clean Water Act. More information on permitting requirements is provided at:

http://www.sas.usace.army.mil/regulatory/index.html

This constitutes the report of the Department of the Interior. Please contact staff hydrologist, Eric Prowell (706-613-9493, eric_prowell@fws.gov), if you have questions or require additional information.

Sincerely,

Sandra S. Tucker
Field Supervisor

APPENDIX Q

SHPO Review Documentation

MAXIS
ENGINEERING

May 18, 2012

Ms. Erin Parr
Georgia Department of Natural Resources
State Historic Preservation Office
254 Washington Street, SW, Ground Level
Atlanta, Georgia 30334

Reference: **JT Builder, Inc.**
Canton Highway
Ball Ground, Cherokee County, Georgia
Maxis Project No: 1-12-324A

Dear Ms. Parr:

Maxis Engineering, LLC (Maxis) is submitting the enclosed information as required by the Georgia Department of Community Affairs (DCA) 2012 Environmental Manual to comply with Section 106 of the National Historic Preservation Act as part of our client's application to DCA Office of Affordable Housing for Low Income Housing Tax Credits (LIHTC). In that application, the developer intends to complete new construction on a 10-acre property that is currently partially developed. Maxis anticipates that the proposed project will have no adverse effect to the historic integrity of the subject property or its area of potential effect (APE).

The developer has not created specific design details and/or drawings during this conceptual phase because the project is still in the process of applying for the aforementioned housing tax credits. The LIHTC application, of which this 106 Review and the other funding applications are a part, is due July 14, 2012, and funds should be awarded by November 2012. If the project is selected for DCA LIHTC funding, we anticipate closing the construction loan by year end and having design drawings completed by April 1, 2013. Once the preliminary design has been completed, we will provide detailed drawings including additional context photos to your office for review and/or approval prior to finalizing.

In order to be able to proceed as proposed, we respectfully request a letter indicating as strongly as possible that the project as proposed will have no adverse effect to historic properties located within its APE, as defined in 36 CFR Part 800.5(d)(1). This letter is urgently required for inclusion in our DCA OAH application package due by July 14, 2012.

Should you have any questions regarding this letter, or if we may be of any further assistance, please call me at (678) 454-1130.

Sincerely,
Maxis Engineering, LLC

Rebecca K. Donnelly
Project Manager

Barry D. Holbert, P.E.
Principal

Attachment

Georgia Historic Preservation Division
Environmental Review Form

At a minimum, the Historic Preservation Division (HPD), Georgia State Historic Preservation Office (SHPO), may require the following information in order to review projects in accordance with applicable federal or state laws (Section 106 of the National Historic Preservation Act or the Georgia Environmental Policy Act, etc). Please note that responsibility for preparing documentation, including the identification of historic resources and the assessment of potential effects resulting from an undertaking, rests with the federal or state agency or its designated applicant. If insufficient information is provided, we may request additional materials. The role of the SHPO is to review, comment, and consult with federal/state agencies, applicants, and consultants. *Please note that the US Corps of Engineers (USACE) does not delegate compliance to applicants and all information prepared for permits through this agency should be coordinated directly with USACE. Also, if you are submitting a cell tower project do not use this form. Please submit all cellular projects on either the Form 620 or 621.*

I. General Information

A. **Project Name**: JT Builder, Inc

Project Address: Canton Highway

City: Ball Ground County: Cherokee

Project Number_____ PI Number (if applicable)_____

U. S. Congressional District - see http://www.census.gov/geo/www/cd108th/GA/plc_c8_13.pdf : 9,13

B. **Federal Agency**: _____

State Agency (if applicable): Georgia Department of Community Affairs

C. **Agency's Involvement:**

- ☐ Funding
- ☐ License/Permit
- ☐ Direct/Is performing the action
- ☐ Unknown
- ☐ Other, please explain: _____

D. **Project Type:**

- ☐ Road/Highway Construction or Improvements
- ☐ Demolition
- ☐ Rehabilitation
- ☐ Addition to Existing Building/Structure
- ☒ New Construction
- ☐ Relicensing
- ☐ Utilities/Infrastructure
- ☐ Unknown
- ☐ Other: _____

E. **Level of Review:**

- ☒ Section 106 of the National Historic Preservation Act (Federal)
- ☐ Section 110 of the National Historic Preservation Act
- ☐ Georgia Environmental Policy Act (State)
- ☐ State Agency Historic Property Stewardship Program (State Stewardship)
- ☐ Technical Assistance
- ☐ Unknown

F. **Project Description and Plans** (Please include details as to what will be constructed, what will be altered and how and what will be demolished, as applicable. Attach additional pages if necessary):

The property comprises twelve parcels, which encompasses approximately 10 acres and is located on the eastern side of Canton Highway just northeast of the intersection of Howell Bridge Road and Canton Highway in Ball Ground, Georgia. All activities in the scope of the project are related to the construction of quality affordable housing for families earning up to 60% of Area Median Income. Services and amenities will be provided to residents including ample parking. Sources of funds include federal and state low income housing tax credits (LIHTC), GA HOME funds, and GA RDF CDBG funds.

G. **Contact Information**:

☐ **Applicant** ☒ **Consultant**

Name: Maxis Engineering, LLC

Address: 1100 Howell Bridge Road

City: Ball Ground State: GA Zip: 30107

Phone: (678) 454-1130 Fax: (678) 454-1131

Email: rdonnelly@maxisengineering.com

Agency Contact Info (either State or Federal, according to review type):

Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

H. Attach a **map** indicating the precise location of the project, preferably a clear color copy of a USGS topographic quadrangle map (7.5 minute). For projects in urban areas, please also include a city map that shows more detail. For additional help and information you may want to refer to the following websites: http://terraserver.microsoft.com/, http://topomaps.usgs.gov [1]. See **Figure 1A through 1P**, for the historical and current topographic quadrangle maps, and the historical aerials associated with this site.

I. Has this identical project or a related project been previously submitted for review? YES ____ NO X If yes, please enclose a copy of the State Historic Preservation Officer's comments.

II. Information Defining the Area of Potential Effect (APE)

A. The APE varies with project types, and can be direct or indirect (**physical or visual**). The APE is defined as "the geographic area or areas within which an undertaking may cause changes in the character or use of historic properties, if any such properties exist." Factors considered when determining the APE include topography, vegetation, existing development, orientation of an existing resource to the project, physical siting of a resource, and existing and planned future development. For example:

1. Rehabilitation, renovation, and/or demolition of an historic building or structure, or new construction: the APE might include the building itself and the adjacent setting.
2. Streetscapes: the APE might include the viewshed from the street.
3. Pedestrian/bicycle facilities: the APE might extend the length of the corridor and for some distance on both sides of the corridor.
4. Underground utilities: the APE would usually be limited to the area of ground disturbance.

Based on this information, **describe the Area of Potential Effect** for your project:

Construction of buildings.

B. **Attach a map or site plan and project plans (as applicable)**, which indicate the boundaries of the APE and provide information about project scope of work (this may be the same map used above to show project location),

[1] Please note, this is not a complete list of websites with topographic map information. These websites are not controlled by HPD and HPD bears no responsibility for their content.

please see the examples on our website. See **Figure 2** regarding the parcels to be utilized for the proposed construction.

C. **Provide high-resolution color photographs**, which illustrate the project area and the entire APE as defined above. Photography should document not only the project area, but also any adjacent properties that are within the APE. If the APE includes buildings or structures, please include clear views of each. All photography should be keyed to a site map and project plans (as applicable), please see our examples. Photographs should be individually numbered, and corresponding numbers should be placed on the map or site plan, showing location and direction of view. Should your project entail the alteration of existing historic structures, please provide photographs of existing conditions of sites, buildings and interior areas to be impacted. A photo key has been attached as **Figure 3**.

III. Site Information

A. To your knowledge, has a cultural resources assessment or a historic resources survey been conducted in the project area? YES_____ NO X DO NOT KNOW _____
If yes, provide the title of the report, author, date and principal investigator:

_____

_____

B. Attach any available information concerning known or suspected archaeological resources in the area of potential effect. (Note: Research at the Georgia Archaeological Site File in Athens may be undertaken only by a qualified archaeologist or site file staff. For questions, please call 706-542-8737.) **Please note that as part of the review process, HPD may request an archaeological survey.**

C. In the past has this property been used for:

1.	Farming	YES X	NO ____
2.	Pasture	YES X	NO ____
3.	Mining	YES ____	NO ____
4.	Timbering	YES ____	NO ____
5.	Road construction	YES X	NO ____
6.	Housing	YES X	NO ____
7.	Landfill	YES ____	NO ____
8.	Commercial	YES ____	NO ____
9.	Industrial	YES ___	NO ____
10.	Other (explain):		

D. Describe what is on the property today (i.e. buildings, parking lot, house, barn, outbuildings, woods, grass, garden, etc.) : Currently, the subject property is partially developed with below grade storm sewers and sewer piping, above ground sewer piping stubs, concrete footers, electrical transformers, a retaining wall, and an asphalt paved road with concrete curbing. See **Figure 2**.

E. Does the project include any land disturbing activities? (haul roads, cut or fill areas, excavations, landscaping activities, ditching, utility burial, grading, water tower construction etc.) YES X NO _____ If yes, please describe the nature of the work and the approximate three dimensional extent of work: Land disturbing activities will consist of construction of buildings, landscaping, etc.... The developer will coordinate with the City of Ball Ground to obtain the appropriate permits for all land disturbing activities.

F. If not provided in response to previous sections, please include a project specific map and/or preliminary site plan that fully describe the project boundaries and areas of land disturbing work. Note in detail all changes and additions proposed to be made to the existing site. Will submit at a later date.

IV. Building and Structure Information

A. Is the project located within or adjacent to a National Register of Historic Places (NRHP) listed or eligible historic district?
YES ___NO X DO NOT KNOW ____ If yes, please provide the name of the district: The City of Ball Ground and associated Cherokee County Historic Preservation Society have **no plans** and are not interested in adding this area to the Historic District.

B. Within the project APE, are there any other buildings or structures that are 50 years old or older?

YES X NO __ If yes, provide numbered photographs of each that have been keyed to a site map.
One building is located across Valley Street and across the rail road tracks approximately 300 feet to the east of the subject property. See **Figure 3** for a key associated with the photos .

C. Are any of the buildings or structures identified above listed or eligible for listing in the NRHP?
YES ___ NO X DO NOT KNOW____ If yes, please identify the properties (by name or photo #).
There are not buildings on the property, it is currently partially developed with below grade storm sewers and sewer piping, above ground sewer piping stubs, concrete footers, electrical transformers, a retaining wall, and an asphalt paved road with concrete curbing.

D. Does the project involve the rehabilitation, renovation, relocation, demolition or addition to any building or structure that is 50 years old or older?
YES ____ NO X

E. Complete a Georgia Historic Resources form for EACH building or structure that is 50 years of age or older. Only the circled fields are required, but please fill out any additional fields if know. There are no buildings on the property, it is currently partially developed with below grade storm sewers and sewer piping, above ground sewer piping stubs, concrete footers, electrical transformers, a retaining wall, and an asphalt paved road with concrete curbing.

1. It is not necessary to provide the roll and frame number for photographs (as indicated on #26 of form). It is necessary to key each photo to the site map. Photographs should be legible-size high-quality color digital pictures of 35 mm prints. Polaroid's are unacceptable. Photos should show clear views of each main elevation (front), and views of the setting.
2. Please refer to the HPD survey manual if additional help is needed in completing the Georgia Historic Resources form.

(Note: Background research for previously identified properties within an APE may be undertaken at HPD, including the National Register of Historic Places files, county architectural surveys, and identified sites files. To make a research appointment, please call 404-651-5911. Some information may also be available on the web.)

F. Additional Information for Effects Determination

An effect occurs when an action alters the characteristics of a property that may qualify it for the National Register or alters the features of a property's location, setting or use that contribute to its significance. How is the project going to affect any of the properties identified in the previous section?

A. Will the project take away or change anything within the apparent or existing boundary of any of these historic properties?
YES ___ NO X If yes, please explain:

B. Will the project change the view from or the view of any of these properties?
YES ___ NO X If yes, please explain:

C. Will the project introduce any audible or atmospheric elements to the setting of any of these historic properties?
YES ____ NO X If yes, please explain: _____

D. Will the project result in the transfer, lease or sale of any of these historic properties?
YES ____ NO X If yes, please explain:

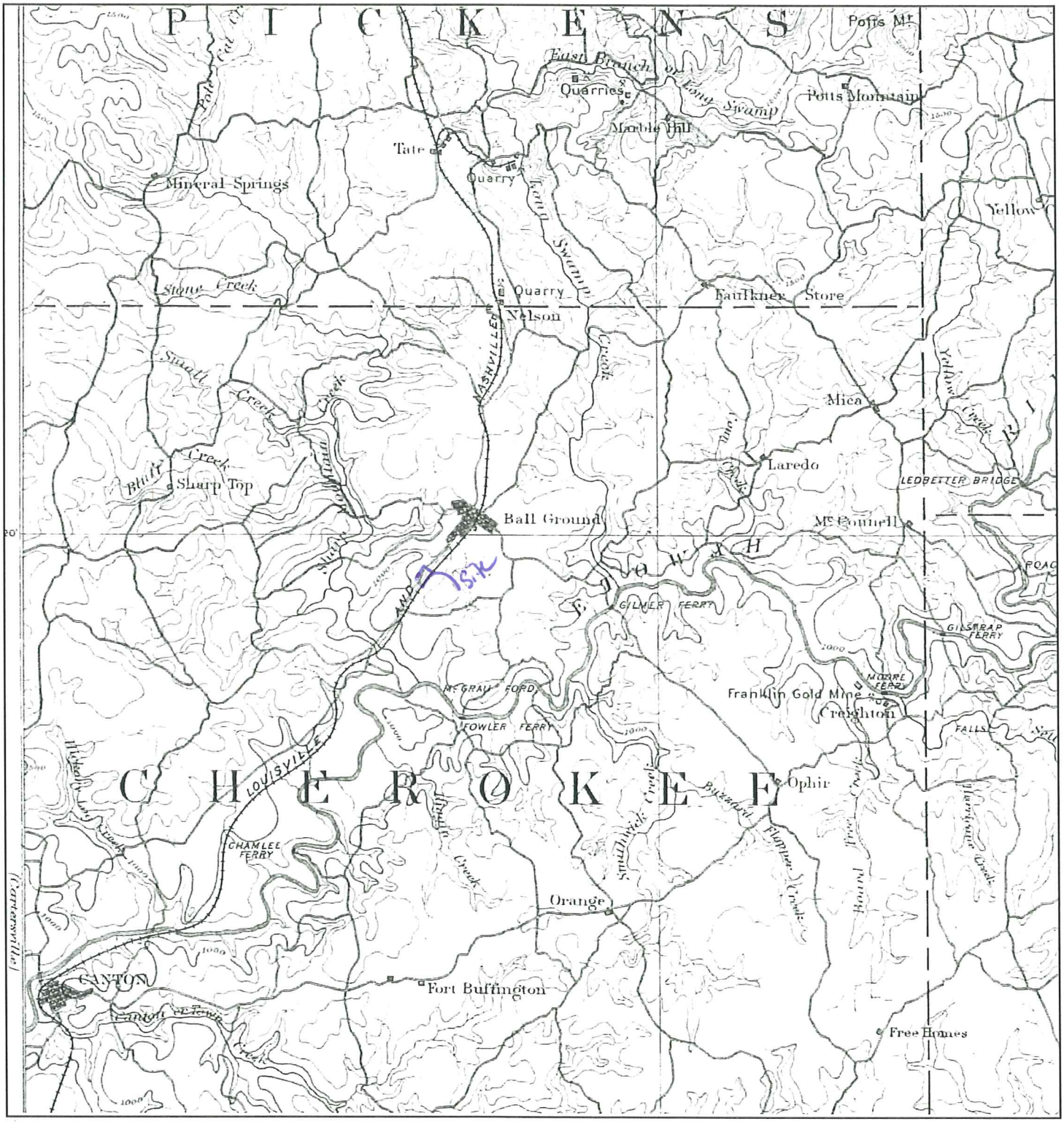
Please note: *HPD's ability to complete a timely project review largely depends on the quality of the material submitted. For complex projects, some applicants may find it advantageous to hire a historic preservation professional with expertise in history, architectural history and/or archaeology.*

Project submissions will not be accepted via facsimile or e-mail. *There is a 30-day review and comment period. For questions regarding this form or the review process, please contact HPD's Environmental Review Specialist at 404-651-6546.*

When completed, please send this form along with the supporting material to:

Dr. David Crass, Division Director,
Deputy State Historic Preservation Officer
Historic Preservation Division
Attention: Environmental Review
254 Washington Street, SW, Ground Level
Atlanta, Georgia 30334

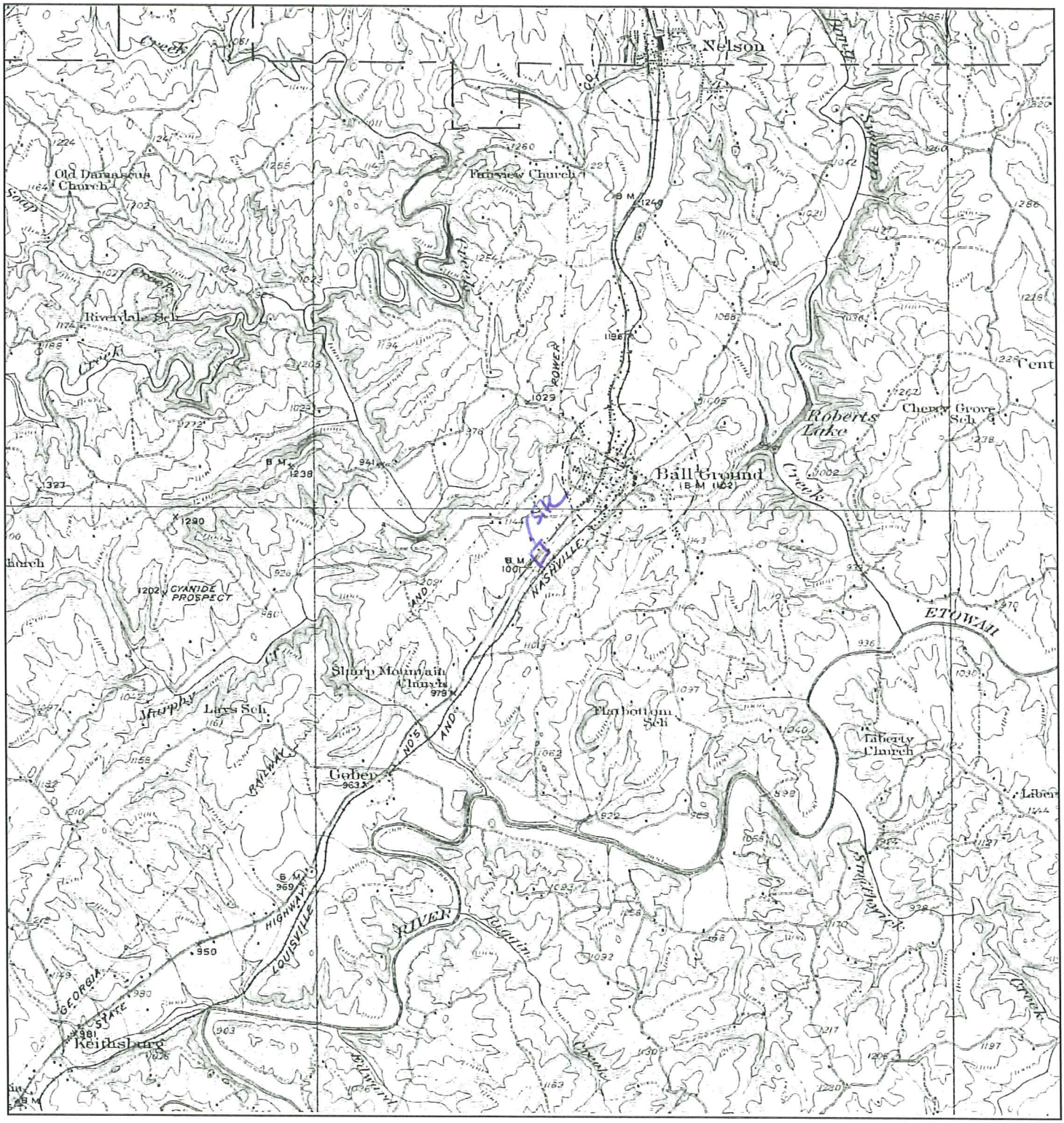
Historical Topographic Map



N	TARGET QUAD NAME: SUWANEE MAP YEAR: 1894 SERIES: 30 SCALE: 1:125000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

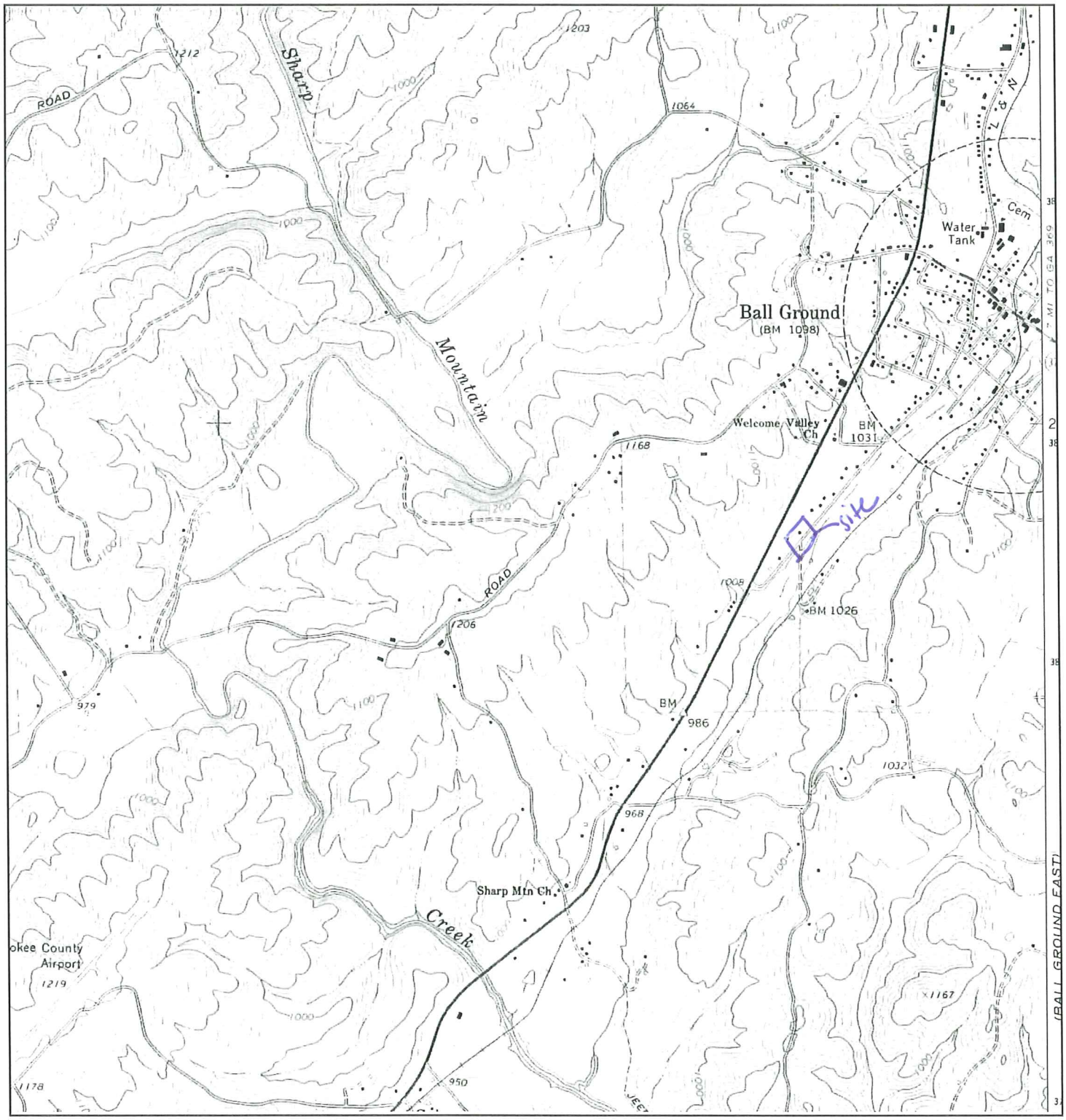
Figure 1A

Historical Topographic Map



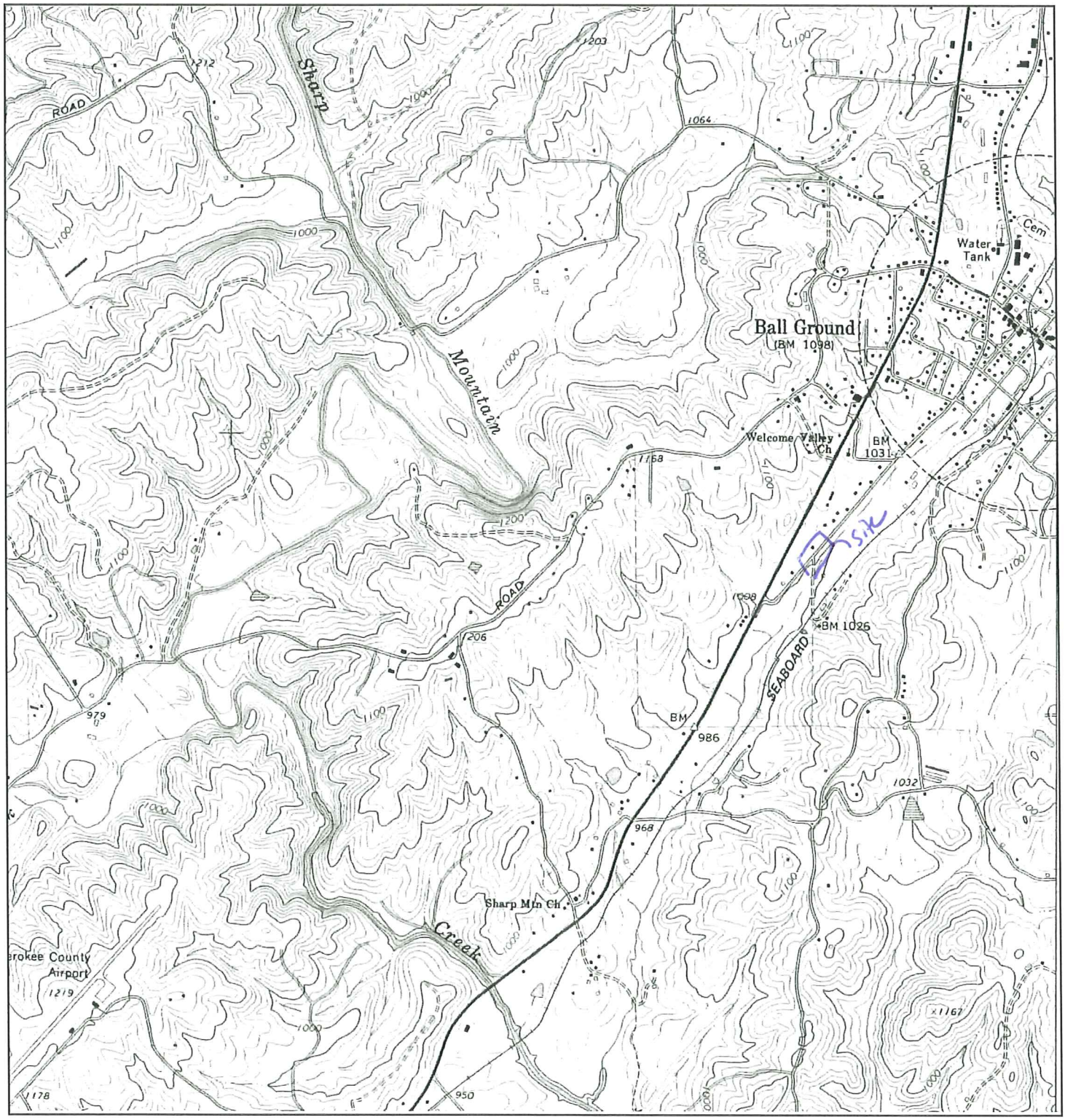
N	TARGET QUAD NAME: TATE MAP YEAR: 1928 SERIES: 15 SCALE: 1:62500	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012	Figure 1B

Historical Topographic Map



N	TARGET QUAD NAME: BALL GROUND WEST MAP YEAR: 1973 SERIES: 7.5 SCALE: 1:24000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012 figure 1C

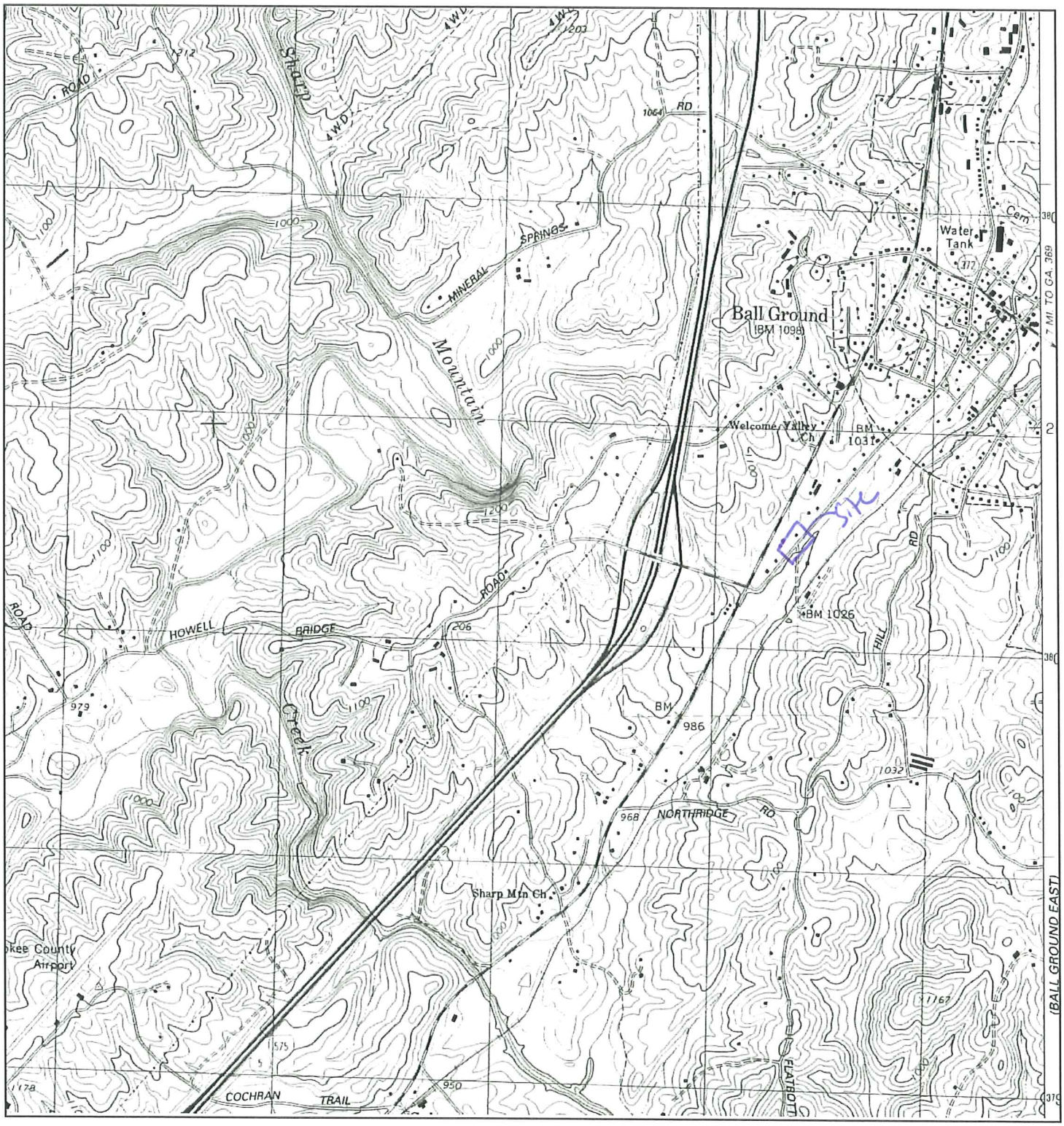
Historical Topographic Map



N			
	TARGET QUAD NAME: BALL GROUND WEST MAP YEAR: 1985 PHOTOREVISED FROM :1973 SERIES: 7.5 SCALE: 1:24000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

Figure 1D

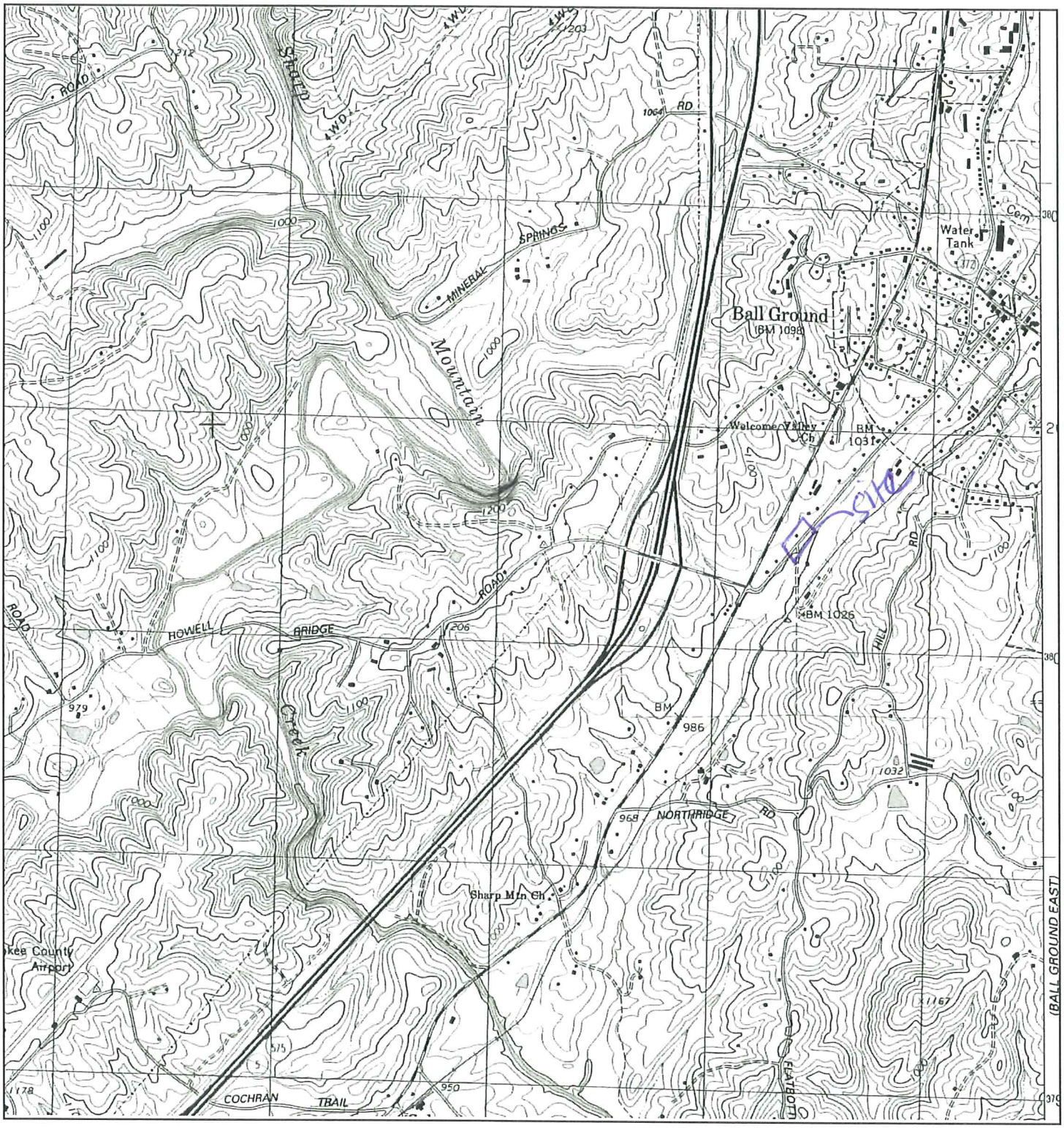
Historical Topographic Map



N	TARGET QUAD NAME: BALL GROUND WEST MAP YEAR: 1992 SERIES: 7.5 SCALE: 1:24000	SITE NAME: JT Development ADDRESS: Old Canton Road Ball Ground, GA 30107 LAT/LONG: 34.3278 / -84.3881	CLIENT: Maxis Engineering LLC CONTACT: Rebecca King Donnelly INQUIRY#: 3312873.4 RESEARCH DATE: 04/30/2012

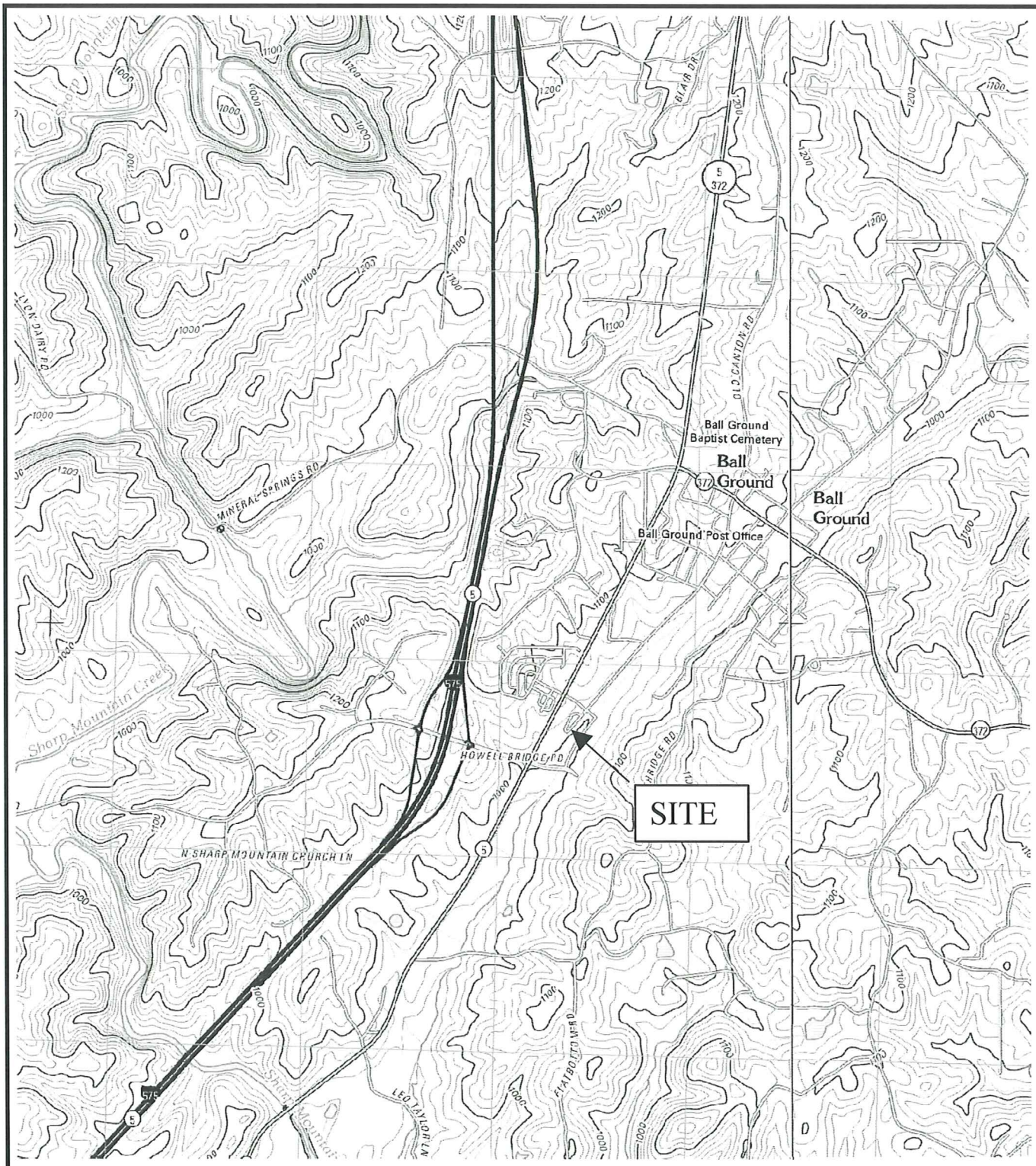
Figure 1E

Historical Topographic Map



N	TARGET QUAD		SITE NAME:	JT Development	CLIENT:	Maxis Engineering LLC
	NAME:	BALL GROUND WEST	ADDRESS:	Old Canton Road	CONTACT:	Rebecca King Donnelly
	MAP YEAR:	1997		Ball Ground, GA 30107	INQUIRY#:	3312873.4
	SERIES:	7.5	LAT/LONG:	34.3278 / -84.3881	RESEARCH DATE:	04/30/2012
	SCALE:	1:24000				

Figure 1F



MAXIS ENGINEERING

USGS TOPOGRAPHIC LOCATION MAP

JT Builder, Inc.
Ball Ground, Cherokee County, Georgia

FIGURE NUMBER:	1G
QUAD:	Ball Ground West, GA 2011
JOB NUMBER:	1-12-324A
SCALE:	As Shown

Figure 1H

INQUIRY #: 3312873.5

YEAR: 1938

= 476'

N

Figure 1 I

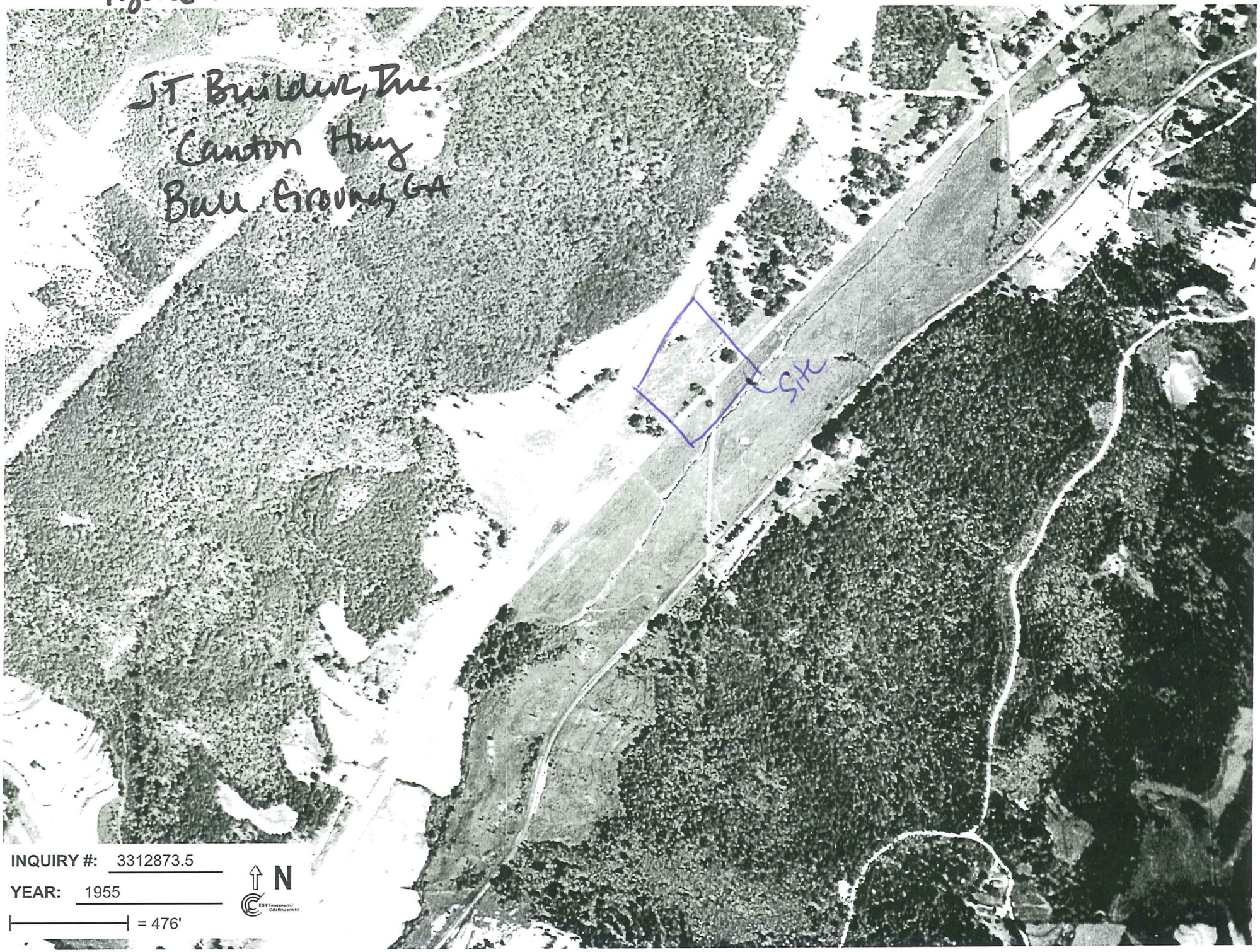

JT Builder, Inc.
Canton Hwy
Bell Ground, GA
Site
INQUIRY #: 3312873.5
YEAR: 1955
= 476'
N

Figure 15

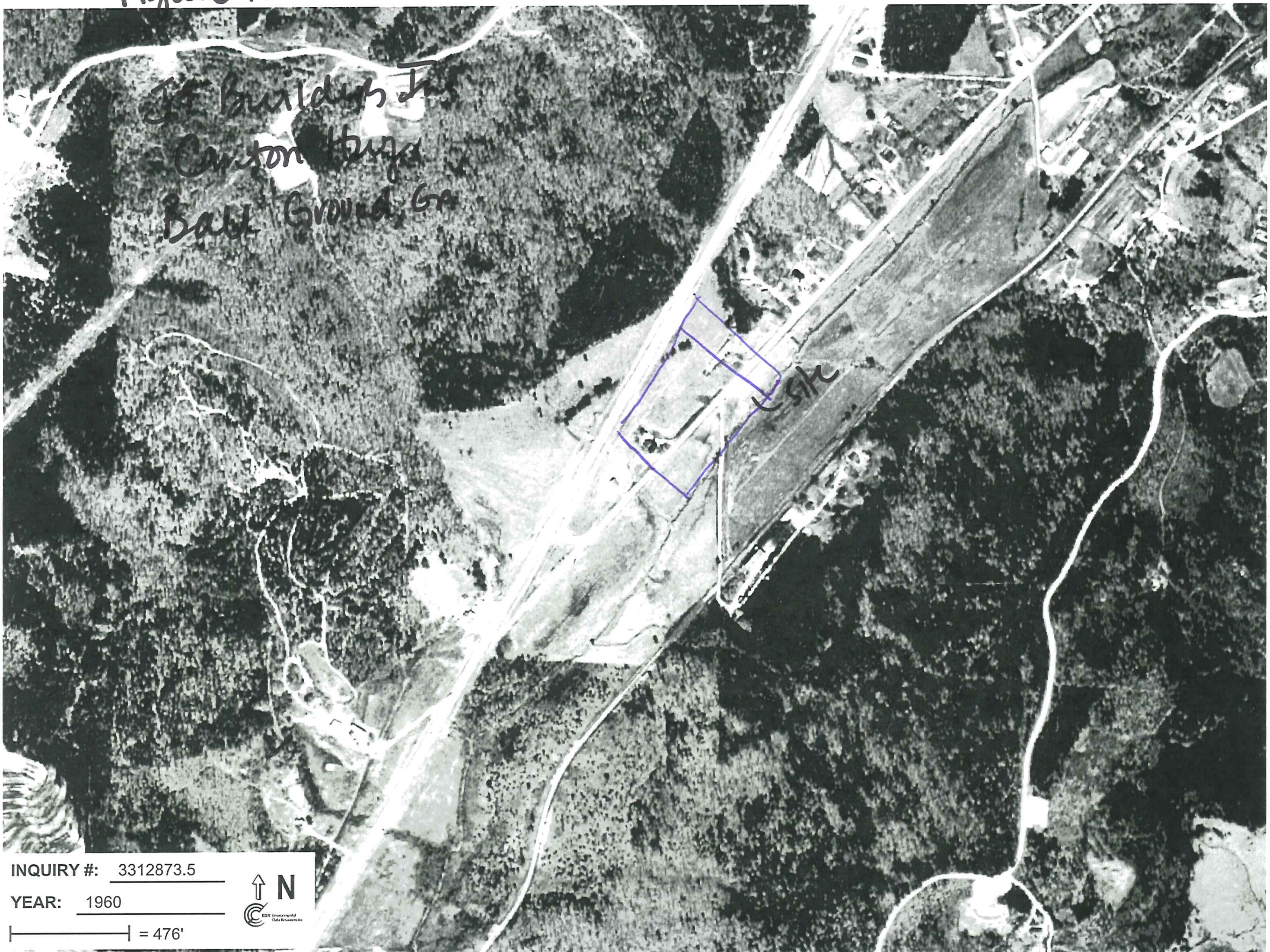

JT Buildings Inc
Canton Hwy
Ball Ground Ga
site
INQUIRY #: 3312873.5
YEAR: 1960
= 476'
N
EDR Environmental Data Resources Inc

Figure 11c

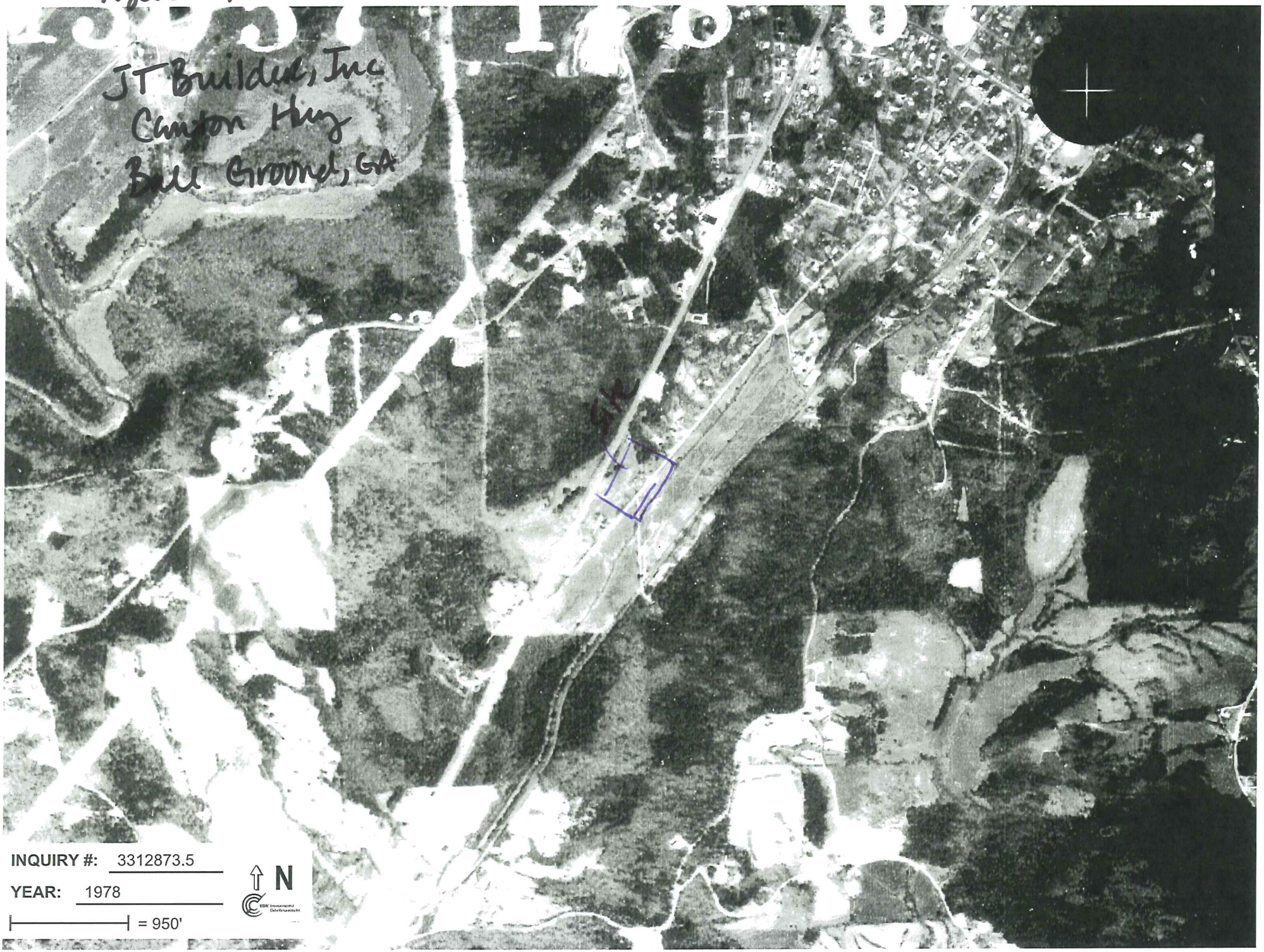
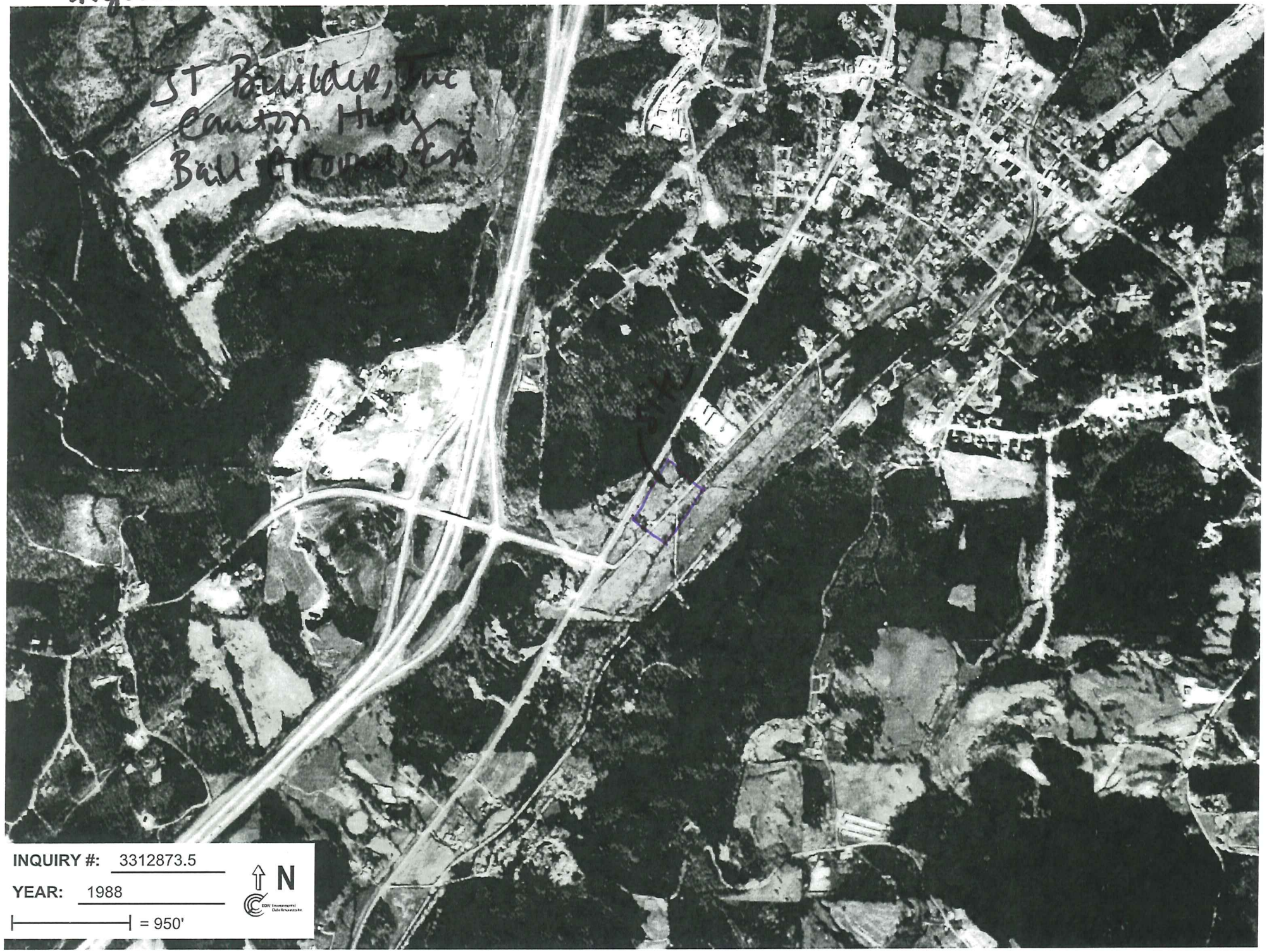

JT Builders, Inc
Canton Hwy
Ball Ground, GA
INQUIRY #: 3312873.5
YEAR: 1978
= 950'
N

Figure 2


ST Boulder, Inc
Canton Hwy
Bell (Cobb) Co
INQUIRY #: 3312873.5
YEAR: 1988
= 950'
N

INQUIRY #: 3312873.5

YEAR: 1993

= 500'

N

Figure 1.11

SITE
JT Builder, Inc
Canton Hwy
Ball Ground, GA
INQUIRY #: 3312873.5
YEAR: 2005
= 500'
N

Figure 1N

SITE
JT Builder, Inc
Canton Hwy
Ball Ground, GA
INQUIRY #: 3312873.5
YEAR: 2006
= 500'
N

Figure 12

Site
INQUIRY #: 3312873.5
YEAR: 2007
= 500'
N
JT Boulevard Tree
Carlton House
Bath England

Figure 1P

FIELD BOOK 119, PAGE 86, FILE J2513X

LEGEND:
1) I.P.S. - IRON PIN SET (#5R.)
2) I.P.F. - IRON PIN FOUND
3) R. - REINFORCING BAR
4) A - ARC
5) RAD. - RADIUS
6) (R) - RADIAL
7) (NR) - NOT RADIAL
8) M.H. - MANHOLE
9) D.I. - DROP INLET
10) B.L. - BUILDING LINE
11) R/W - RIGHT OF WAY
12) J.B. - JUNCTION BOX
13) F.H. - FIRE HYDRANT
14) L.L.L. - LAND LOT LINE
15) C.B. - CHORD BEARING
16) C.D. - CHORD DISTANCE
17) N./F. - NOW OR FORMERLY
18) S.S. - SANITARY SEWER
19) S.S.E. - SANITARY SEWER EASEMENT
20) P.P. - POWER & (OR) PHONE POLE
21) D.E. - DRAINAGE EASEMENT
22) ℄ - CENTERLINE
23) P. - PROPERTY LINE
24) ———W——— - OVERHEAD POWER LINE
25) ———T——— - OVERHEAD PHONE LINE
26) —x—x—x— - FENCE (APPROX. LOC.)
27) —→·····→— - ℄ STREAM (APPROX. LOC.)
28) —→———→— - ℄ DITCH (APPROX. LOC.)
29) 129 - INDICATES STREET NUMBER
30) APPROX. 900 - INDICATES APPROX. 100 YEAR HIGH WATER ELEVATION
31) P.E. - PEDESTRIAN EASEMENT
32) S.W.B. - STATE WATERS BUFFER
33) C.M.P. - CORRUGATED METAL PIPE
34) R.C.P. - REINFORCED CONCRETE PIPE
35) M.M.F. - MARBLE MONUMENT FOUND
36) P.U.B. - POWER UTILITY BOX
37) L.P. - LIGHT POLE
38) C.M.F. - CONCRETE MONUMENT FOUND
39) D.I. - DROP INLET
40) N. & C. - NAIL AND CAP FOUND IN ASPHALT
41) D.B. - DEED BOOK
42) P.B. - PLAT BOOK
43) PG. - PAGE
44) ⊗ - INDICATES WATER SERVICE
45)

TRAVERSE TABLE

COURSE	BEARING	DISTANCE
1	S 26°00'00"W	1.56'
2	S 45°31'05"W	102.53'
3	S 26°06'25"W	41.23'
4	S 12°23'30"W	66.34'
5	S 51°43'15"W	27.13'
6	S 82°18'25"W	22.60'
7	S 54°45'25"W	29.40'
8	S 19°35'30"W	59.97'
9	S 46°55'30"W	89.31'
10	S 29°58'45"W	44.53'
11	S 27°50'55"W	28.23'
12	S 86°59'40"W	12.00'
13	S 31°54'35"W	18.37'
14	S 27°59'20"W	40.42'
15	S 02°30'25"W	24.79'
16	S 24°47'40"W	62.64'
17	S 42°39'30"W	41.49'
18	S 42°39'30"W	30.53'
19	S 33°30'55"W	223.33'
20	S 03°35'15"W	42.36'
21	S 32°40'10"W	22.69'
22	N 85°24'05"W	78.02'±
23	N 10°07'30"E	33.62'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
24	84.70'	N 25°14'00"E	83.83'	170.50'

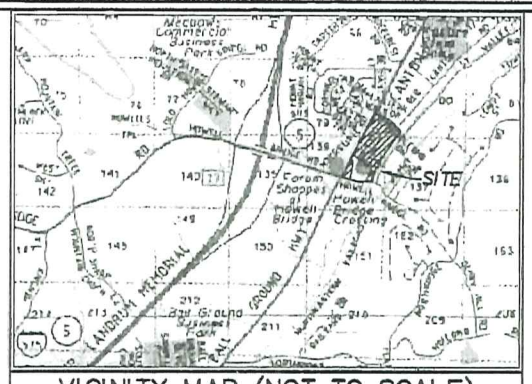
COURSE	BEARING	DISTANCE
25	N 39°04'35"E	48.26'
26	N 64°04'15"W	53.66'
27	S 25°59'25"W	21.19'
28	N 64°00'35"W	88.17'
29	N 25°56'20"E	34.69'
30	N 63°53'35"W	190.68'
31	S 41°08'20"W	308.09'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
32	34.08'	N 56°37'20"W	23.53'	11.87'

COURSE	BEARING	DISTANCE
33	N 25°36'55"E	217.80'

COURSE NO.	ARC LENGTH	CHORD BEARING	CHORD DISTANCE	RADIUS
34	146.88'	N 78°12'25"E	127.09'	80.00'

COURSE	BEARING	DISTANCE
35	S 48°51'40"E	5.00'



VICINITY MAP (NOT TO SCALE)

JOB NO. 12-2513-04D

EXISTING USE: ALL PROPERTIES ARE MASS GRADED WITH UTILITIES, BUT NO BUILDINGS. THE OUT TRACT IS AN OPERATING CONVENIENCE STORE.

EXISTING ZONING: ALL SUBJECT TRACTS AND ADJOINING TRACTS ARE ZONED: T.N.D. IN THE CITY OF BALL GROUND.

REFERENCE PLATS:
1) BOUNDARY SURVEY OF: THE VINEYARDS AT MAPLE VALLEY, BY: LMX, INC., DATED: APRIL 24, 2006, JOB NO. 06-2513-02D, RECORDED IN PLAT BOOK 91, PAGE 39.
2) BOUNDARY SURVEY FOR: HOWELL BRIDGE CROSSING, LLC, BY: LMX, INC., DATED: MARCH 17, 2006, JOB NO. 06-2513-01D, RECORDED IN PLAT BOOK 90, PAGE 10.
3) RELEASE PLAT OF: THE VINEYARDS AT MAPLE VALLEY, BY: LMX, INC., DATED: MAY 08, 2006, REVISED: JUNE 9, 2006, JOB NO. 06-2513-06D, RECORDED IN PLAT BOOK 91, PAGE 155.
4) PLAT OF SURVEY FOR: HOWELL BRIDGE CROSSING, LLC, BY: D & S LAND SURVEYING, INC., DATED: 6/29/2006, RECORDED IN PLAT BOOK 91, PAGE 153. (NOTE: THERE ARE ALSO 3 OTHER PLATS OF SURVEYS DONE BY D & S LAND SURVEYING, INC., ALSO DATED: 6/29/2006, FOR HOWELL BRIDGE CROSSING, LLC, THAT ARE NOT RECORDED.)

FOR THE CITY OF BALL GROUND

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 15,000+ FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 88,000+ FEET.

EQUIPMENT USED FOR MEASUREMENTS: TOPCON GTS-3005

" ALL MATTERS OF TITLE ARE EXCEPTED"

"F.E.M.A. OFFICIAL FLOOD HAZARD MAP" COMMUNITY NO. 130423, PAGE 159D, DATED 9/29/06, SHOWS THIS PROPERTY NOT TO BE IN AN AREA HAVING SPECIAL FLOOD HAZARDS.

REFERENCE DEEDS:
1) D.B. 9028, PG. 405 (RESTRICTIVE COVENANTS)
2) D.B. 10762, PG. 478 (DEED UNDER POWER)
3) D.B. 9063, PG. 187 (MISC. EASEMENTS)
4) D.B. 8844, PG. 123 (GA. POWER CO.)
5) D.B. 8645, PG. 251 (GA. POWER CO.)
6) D.B. 9007, PG. 298 (TDS TELECOM)
7) D.B. 8971, PG. 190 (TDS TELECOM)

PRELIMINARY

CANTON-BALL GROUND HIGHWAY (FORMERLY GA HIGHWAY NO. 5) VARIABLE R/W (PAVED)

COY M. HOLCOMB STREET 50' R/W (PAVED)

OLD CANTON ROAD 50' R/W (PAVED)

VALLEY STREET 50' R/W (PAVED)

HOWELL BRIDGE ROAD (EXTENSION) (100' R/W) (PAVED)

TRACT-1 AREA = 6.42± ACRES

TRACT-2 AREA = 0.91 AC.

TRACT-3 AREA = 0.42 AC.

TRACT-4 AREA = 1.92± ACRES

TRACT-5 AREA = 0.34 ACRE

OUT AREA = 1.31 ACRES

(TRACTS 1, 2, 3, 4 & 5) TOTAL AREA = 10.01± ACRES

JT Building Inc.
Canton Highway
Ball Ground, GA

Figure 2

NOTES:
1) UNDERGROUND UTILITIES ARE KNOWN TO EXIST THAT ARE NOT SHOWN ON THIS PLAT. ANY USER OF THIS PLAT IS ADVISED TO CONTACT THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 BEFORE CONSTRUCTION OR BEFORE PLANNING FOR CONSTRUCTION. LMX, INC. MAKES NO CERTIFICATION AS TO UTILITIES OR ANY ASSOCIATED EASEMENTS.
2) BOTH GEORGIA POWER COMPANY AND TDS TELECOM HAVE UNDERGROUND UTILITY EASEMENTS INSIDE TRACTS 1, 2 AND 3.
3) THIS SURVEY IS SUBJECT TO ALL RIGHTS-OF-WAY & EASEMENTS, BOTH RECORDED AND UN-RECORDED.
4) TRACT 2 IS KNOWN AS VINEYARD CIRCLE AND IS NOT PUBLIC RIGHT-OF-WAY.
5) THERE ARE NO BUILDINGS ON THIS PROPERTY.
6) EACH F.H. HAS A VALVE (NOT SHOWN FOR CLARITY).
7) TRACTS 4, 5 AND THE OUT TRACT ARE ENCUMBERED WITH SIGN, SEWER, DRAINAGE, ACCESS AND INGRESS/EGRESS EASEMENTS THAT ARE TAKEN FROM DEED BOOK 9063, PAGE 187.

GEORGIA REGISTERED No. 3158 LAND SURVEYOR BRETT SISSON

BRETT SISSON
REGISTERED LAND
SURVEYOR NO. 3158

GRAPHIC SCALE - FEET (0' 25' 50' 100' 150' 200')

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

BOUNDARY PLAT
-FOR-
JT BALL GROUND LP

LAND LOT(S) - 79, 80, 137 & 138
DISTRICT - 3 , SECTION - 2
CITY: BALL GROUND
CHEROKEE COUNTY, GEORGIA

PREPARED: APRIL 25, 2012
SCALE: 1" = 50 FT.
DWG FILE: APRIL 2012-BND.dwg
JOB NO. 12-2513-04D

1 View of interior of subject property (looking south).

2 View of interior of subject property (looking southeast).

3 View of northern property line along Coy M. Holcomb Street (looking northeast toward Canton Hwy).

4 View from subject property looking north across Coy M. Holcomb Street onto Old Canton Highway.

	JT Builder, Inc. **Canton Highway, Ball Ground, Cherokee, GA**	Maxis Engineering, LLC	Project #: 1-12-324A
		Photo by: RKD	Photo Date: 5/18/2012

5 View from corner of subject property looking across Valley Street.

6 View from interior of subject property toward Valley Street (looking east).

7 View of old building across Valley Street and the rail road tracks (looking east).

8 View from old building looking at subject property (looking west).

	JT Builder, Inc. **Canton Highway, Ball Ground, Cherokee, GA**	Maxis Engineering, LLC	Project #: 1-12-324A
		Photo by: RKD	Photo Date: 5/18/2012

Figure 3

JT Builders Inc
Canton Highway
Ball Ground, GA
Myers Gate Rd
Canton Hwy
Coy M Holcomb Dr
Subject Property
Valley St
Howell Bridge Rd
Wilhunt
Bad Building
1
2
3
4
5
6
7
8
9
Image U.S. Geological Survey
© 2012 Google
Google earth
Imagery Date: 3/31/2008 1993
34°19'41.12" N 84°23'11.12" W elev 1007 ft
Eye at 3377 ft

GEORGIA
DEPARTMENT OF NATURAL RESOURCES
HISTORIC PRESERVATION DIVISION

MARK WILLIAMS
COMMISSIONER

DR. DAVID CRASS
DIVISION DIRECTOR

MEMORANDUM

TO: Rebecca Donnelly
Maxis Engineering, LLC
1100 Howell Bridge Road
Ball Ground, Georgia 30107

FROM: Elizabeth Shirk ECS
Environmental Review Coordinator
Historic Preservation Division

RE: Finding of "No Historic Properties Affected"

PROJECT: **Low Income Housing Tax Credits (LIHTC): Construct Affordable Housing on 10 Acres, Canton Highway, Ball Ground**
Federal Agency: HUD
HP-120521-001

COUNTY: Cherokee

DATE: June 7, 2012

The Historic Preservation Division (HPD) has reviewed the information received concerning the above-referenced project. Our comments are offered to assist federal agencies and their project applicants in complying with the provisions of Section 106 of the National Historic Preservation Act, as amended.

Based on the information submitted, HPD has determined that no historic properties or archaeological resources that are listed in or eligible for listing in the National Register of Historic Places will be affected by this undertaking. Please note that historic and/or archaeological resources may be located within the project's area of potential effect (APE), however, at this time it has been determined that they will not be impacted by the above-referenced project. Furthermore, any changes to this project as proposed will require further review by our office for compliance with Section 106.

If we may be of further assistance, please do not hesitate to contact Erin Parr, Environmental Review Specialist, at (404) 651-6546. Please refer to the project number assigned above in any future correspondence regarding this project.

ES:ebp

cc: Allison Duncan, Atlanta Regional Commission

APPENDIX R

HOME and HUD Environmental Questionnaire
NOT APPLICABLE

APPENDIX S

Operation and Maintenance Manual
NOT APPLICABLE

APPENDIX T

Previous Reports
NOT APPLICABLE

APPENDIX U

Other

STREAM "G"
378'±

STREAM "E"
166'±

WETLAND "K"
0.348 ACRE±

CARTERSVILLE STREET

RIDGECREST DRIVE

STREAM "D"
547'±

OUT

OUT

STREAM "D"
92'±

STREAM "D"
491'±

STREAM "A"
1939'±

LOWRY STREET
(APPROX. LOCATION)

N

MAG.

HOWELL BRIDGE ROAD
VARIABLE R/W

NORTHRIDGE ROAD
50' R/W

STREAM "F"
417'±

STREAM "B"
353'±

STREAM "B"
1588'±

STREAM "C"
59'±

OUT

DENNY HILL ROAD

NORTHRIDGE ROAD
50' R/W

(STREAMS "A, B, C, D, E, F, & G")
TOTAL LENGTH OF STREAMS = 6,030'±

(WETLAND "K")
TOTAL WETLAND AREA = 0.348 ACRE±

WETLANDS AND WATERWAYS WERE DELINEATED AND LOCATED BY:
ACER ENVIRONMENTAL, INC.

Ninety (90) percent of the elevations determined have the solid line contours of this topographic map has an accuracy with respect to true elevation of one-half (1/2) contour interval or better and the remaining ten (10) percent of such elevations are not in error by more than one contour interval. In densely wooded areas where heavy brush or trees cover fully obscures the ground, the contours are shown as dashed lines. They have been plotted as accurately as possible from the intermediate model, while making full use of spot elevations obtained during ground control surveys and spot elevations ascertained photogrammetrically in places where the ground is visible.

This map was compiled by BD Aerial Mapping, using photogrammetric methods. Contours portrayed as dashed or broken lines represent areas of dense vegetation and should be considered approximate. This map has not been field verified. Prior to use as a basis for design and/or construction, it should be field verified.

MAP COMPILED UNDER THE SUPERVISION OF TERRY L. BEDSON, CERTIFIED PHOTOGRAMMETRIST #987, A.S.P.R.S.

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS AND THOSE STANDARDS AS SET FORTH BY THE AMERICAN SOCIETY OF PHOTOGRAMMETRY & REMOTE SENSING

This map was produced by BD Aerial Mapping, Peachtree City, Georgia

BD PROJECT #041001
DATE OF PHOTOGRAPHY: 2/5/1999
DATE OF SUBMITTAL: 10/28/2004
SHEET 1 OF 1

DASHED CONTOURS DENOTE AREAS WHERE THE GROUND COULD NOT BE SEEN CLEARLY DUE TO DENSE TREES. THESE AREAS SHOULD BE FIELD CHECKED FOR RELIABILITY.

GEORGIA REGISTERED No.2280 LAND SURVEYOR JIM NORTON

0' 75' 150' 300' 450' 600'
GRAPHIC SCALE - FEET

LANDMARX INC
P.O. BOX 139 / 1100 HOWELL BRIDGE ROAD
BALL GROUND, GEORGIA 30107
PHONE: (770) 735-1100 / FAX: (770) 735-0101
-MEMBER-
SURVEYING & MAPPING SOCIETY OF GEORGIA

WETLANDS LOCATION MAP FOR:
OCS ENTERPRISES, INC.

LAND LOT - 65, 66, 79, 80, 136, 137, 138 & 152	
DISTRICT - 3 , SECTION - 2	
CITY: BALL GROUND	CHEROKEE COUNTY, GEORGIA
PREPARED: NOVEMBER 22, 2004	
DRAWN BY: ERIC HOLCOMB	SCALE: 1" = 150 FT.
DWG FILE: J2513-Final_Wetlands.dwg	JOB NO. 04-2513

Georgia Department of Natural Resources
Mountain District Office, 16 Center Road, Cartersville, Georgia 30121
Mark Williams, Commissioner
Environmental Protection Division
Judson H. Turner, Director
Phone: (770) 387-4900
Fax: (770) 387-4906

Remit Correspondence to:
Post Office Box 3250
Cartersville, Georgia 30120

MAY 24 2012

Maxis Engineering, LLC
c/o Ms. Rebecca Donnelly
1100 Howell Bridge Road
Ball Ground, Georgia 30107

Re: State Waters Determination
Coy M. Holcomb Street and Valley Street
Ball Ground, Cherokee County, Georgia
File: SW-028-01-015

Dear Ms. Donnelly:

The Georgia Environmental Protection Division (EPD) conducted a site visit at the property located west of the intersection of Coy M. Holcomb Street and Valley Street on May 21, 2012, to make a state waters determination for the drainage feature located along the eastern property boundary (parallel to Valley Street). As observed during the site visit, the feature satisfies criteria as detailed in the EPD "Field Guide for Determining the Presence of State Waters that Require a Buffer," including a continuous defined channel with wrested vegetation and base (groundwater) flow. As a result, the drainage feature is subject to the stream buffer regulations of the Georgia Erosion and Sediment Control Act of 1975, as amended. A stream buffer variance from the EPD is required for encroachment into the state-mandated stream buffer.

If additional assistance is required, please contact me at 770-387-4949.

Sincerely,

Jennifer L. Hackney
Environmental Engineer

cc: City of Ball Ground
c/o Eric Wilmarth
215 Valley St, Ste 200
PO Box 285
Ball Ground, GA 30107

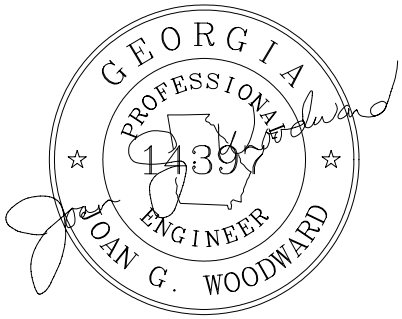
Bert Langley, EPD Mountain District Manager
c/o Jeff Bishop
4244 International Pkwy, Ste 114
Atlanta, GA 30354

File: SW-028-01-015

STORMWATER MANAGEMENT REPORT FOR **THE VALLEY IN THE CITY OF BALLGROUND**

LAND LOTS 79, 80, 137 & 138
3rd DISTRICT & 2nd SECTION
CITY OF BALLGROUND
CHEROKEE COUNTY, GEORGIA

May 24, 2005



PREPARED BY:
JOAN G. WOODWARD, P.E.
GA P.E. # 14397
WOODWARD CONSULTING, INC
P.O. BOX 1816
ROSWELL, GA 30077
(770)650-8655

OBJECTIVE

To provide an overview of the hydrologic impact that will result from developing the subject property located in the City of Ballground. In general, the primary hydrologic impact of development is an increase in peak storm water runoff rates from the site. Left unmitigated, this increase in peak runoff rates has the potential of increasing downstream flooding. This report provides an assessment of a proposed on-site storm water management facility in a manner consistent with the current drainage policies and regulations of the City of Ballground.

SITE DESCRIPTION

The Valley in the City of Ballground is located in Cherokee County adjacent to Canton-Ballground Highway. This 29.8 acre tract will be a mixed use facility with 27 residential lots and additional commercial tracts. This report is for the entire site which currently wooded with sloping terrain. Runoff from all development flows into the proposed detention facility, or drains in overland flow reduced from existing conditions.

HYDROLOGIC EVALUATION

Methodology

Hydrologic data for our evaluation was based on field reconnaissance of the property, a watershed delineation of the existing topography, and a USGS quadrangle map. This data was used to compute peak storm water runoff rates for the county's required design recurrence intervals of 2, 5, 10, 25, 50 and 100 years. The SCS Method was applied in the following report.

Downstream Analysis

The following report has analyzed the existing and developed peak flow rates at Study Point A. Study Point A is located at the intersection of the southern property line and the Mountain Creek Tributary. Due to the large size of offsite area contributing to the overall basin Study Point A can also serve as the ten percent study point. As the table on the following sheet shows there is no adverse impact to downstream property owners due to the proposed development, all flows have been reduced with proposed improvements.

REPORT SUMMARY

Study Point A						
Storm Frequency (yr)	Ex. Peak Runoff (cfs)	Dev. (to pond) Peak Runoff (cfs)	Dev. (bypass) Peak Runoff (cfs)	Routed Peak Runoff (cfs)	Total Dev. Peak Runoff (cfs)	Peak Flow Reduction
2	250	200	90	198	230	8.00%
5	389	310	140	306	353	9.25%
10	545	434	195	430	497	8.81%
25	769	618	273	606	699	9.10%
50	956	763	335	744	861	9.94%
100	1150	914	399	888	1027	10.70%

Pond A			
Storm Frequency (yr)	Peak Runoff (cfs)	Pond El. (ft)	Maximum Storage (cuft)
2	198	987.20	19,565
5	306	989.17	49,058
10	430	990.25	73,333
25	606	991.46	114,296
50	744	992.29	147,318
100	888	993.08	187,473

EXISTING CONDITIONS

Basin A - offsite

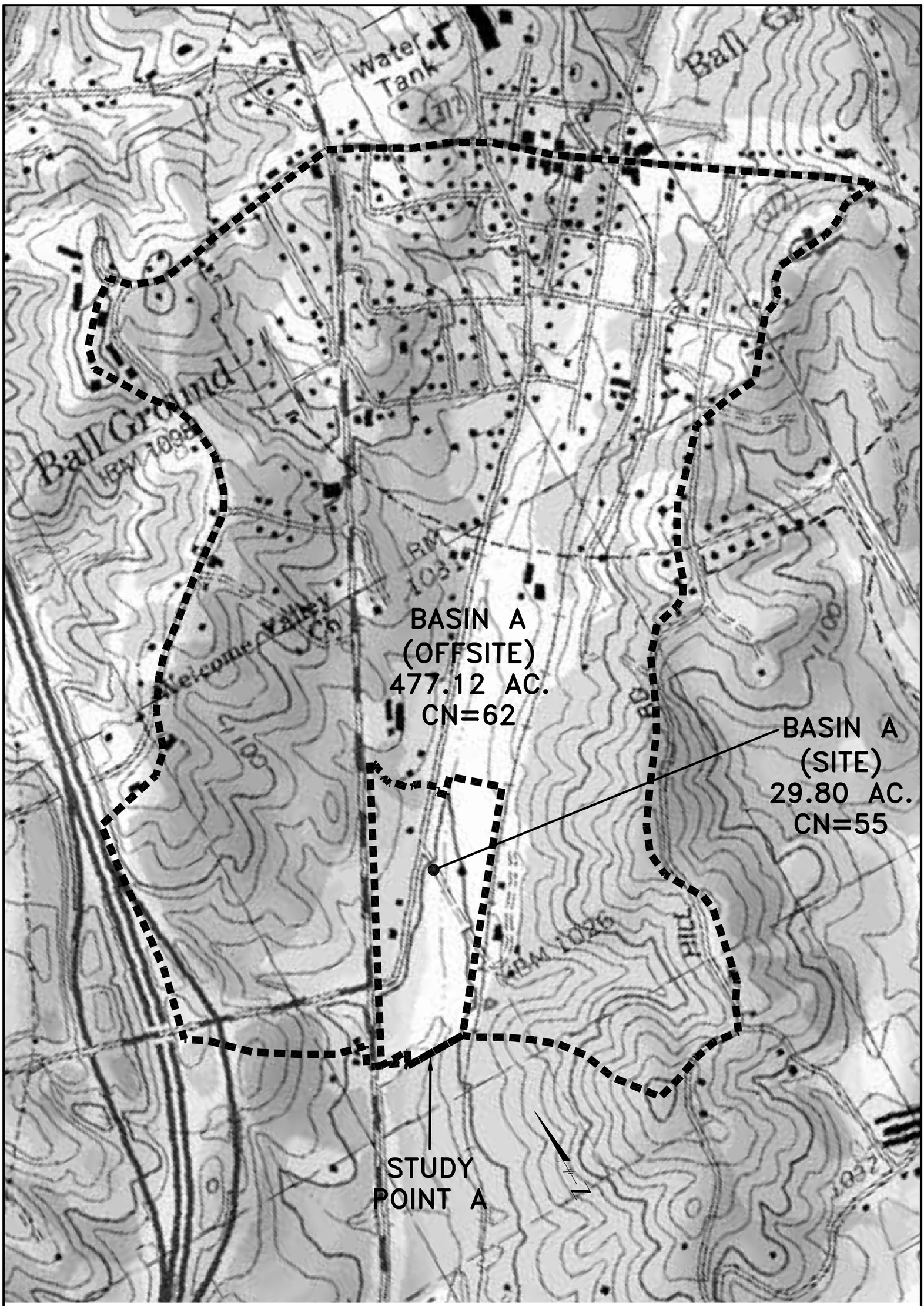
T_c= 40 min.

Storm Frequency (yr)	Area (acres)	CN	24 Hour Rainfall (in.)	Peak Runoff (cfs)
2	477.12	62	4.08	245
5	477.12	62	4.80	389
10	477.12	62	5.52	548
25	477.12	62	6.48	778
50	477.12	62	7.20	961
100	477.12	62	7.92	1151

Basin A - site

T_c= 10 min.

Storm Frequency (yr)	Area (acres)	CN	24 Hour Rainfall (in.)	Peak Runoff (cfs)
2	29.80	55	4.08	14
5	29.80	55	4.80	27
10	29.80	55	5.52	42
25	29.80	55	6.48	65
50	29.80	55	7.20	83
100	29.80	55	7.92	102



THE VALLEY IN THE CITY OF BALLGROUND

EXISTING CONDITIONS BASIN MAP

SCALE: 1"=600'

EXISTING CONDITIONS

C:\HAESTAD\A
•HEC1 S/N: 1343001909 HMVersion: 6.33 Data File: C:\WINDOWS\TEMP\~vbh045F.TMP

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*                                      *
*   FLOOD HYDROGRAPH PACKAGE  (HEC-1)  *
*               MAY   1991             *
*            VERSION 4.0.1E            *
*                                      *
*  RUN DATE  04/25/2005  TIME  16:01:23 *
*                                      *
****************************************
```

```
************************************
*                                  *
*    U.S. ARMY CORPS OF ENGINEERS  *
*    HYDROLOGIC ENGINEERING CENTER *
*         609 SECOND STREET        *
*       DAVIS, CALIFORNIA 95616    *
*           (916) 756-1104         *
*                                  *
************************************
```

```
X     X  XXXXXXX   XXXXX           X
X     X  X        X     X         XX
X     X  X        X                X
XXXXXXX  XXXX     X        XXXXX   X
X     X  X        X                X
X     X  X        X     X          X
X     X  XXXXXXX   XXXXX          XXX
```

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::::::::::::::::::::::::::::::::::::::::::::
::::::::::::::::::::::::::::::::::::::::::::
:::                                        :::
:::  Full Microcomputer Implementation    :::
:::                 by                     :::
:::        Haestad Methods, Inc.           :::
:::                                        :::
::::::::::::::::::::::::::::::::::::::::::::
::::::::::::::::::::::::::::::::::::::::::::
```

37 Brookside Road * Waterbury, Connecticut 06708 * (203) 755-1666

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE.
THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION
NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY,
DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL LOSS RATE:GREEN AND AMPT INFILTRATION
KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM

```
 1          ID
 2          IT       6                    240
 3          IO       5       0
 4          JR    PREC   .5152   .6061   .6970   .8182   .9091       1

 5          KK  Aos
 6          KM  Existing Basin A - offsite
 7          KO                                    22
 8          BA   .7455
 9          PB     7.9
10          IN       6
11          PC  0.0000 0.00101 0.00202 0.00305 0.00408 0.00513 0.00618 0.00725 0.00832 0.00941
12          PC  0.0105 0.01161 0.01272 0.01385 0.01498 0.01613 0.01728 0.01845 0.01962 0.02081
13          PC  0.0220 0.02321 0.02442 0.02565 0.02688 0.02813 0.02938 0.03065 0.03192 0.03321
14          PC  0.0345 0.03581 0.03712 0.03845 0.03978 0.04113 0.04248 0.04385 0.04522 0.04661
15          PC  0.0480 0.04941 0.05084 0.05229 0.05376 0.05525 0.05676 0.05829 0.05984 0.06141
16          PC  0.0630 0.06461 0.06624 0.06789 0.06956 0.07125 0.07296 0.07469 0.07644 0.07821
17          PC  0.0800 0.08181 0.08364 0.08549 0.08736 0.08925 0.09116 0.09309 0.09504 0.09701
18          PC  0.0990 0.10101 0.10304 0.10509 0.10716 0.10925 0.11136 0.11349 0.11564 0.11781
19          PC  0.1200 0.12225 0.12460 0.12705 0.12960 0.13225 0.13500 0.13785 0.14080 0.14385
20          PC  0.1470 0.15020 0.15340 0.15660 0.15980 0.16300 0.16628 0.16972 0.17332 0.17708
21          PC  0.1810 0.18512 0.18948 0.19408 0.19892 0.20400 0.20940 0.21520 0.22140 0.22800
22          PC  0.2350 0.24268 0.25132 0.26092 0.27148 0.28300 0.30684 0.35436 0.43079 0.56786
```

```
23          PC  0.6630 0.68196 0.69864 0.71304 0.72516 0.73500 0.74344 0.75136 0.75876 0.76564
24          PC  0.7720 0.77796 0.78364 0.78904 0.79416 0.79900 0.80360 0.80800 0.81220 0.81620
25          PC  0.8200 0.82367 0.82726 0.83079 0.83424 0.83763 0.84094 0.84419 0.84736 0.85047
26          PC  0.8535 0.85647 0.85936 0.86219 0.86494 0.86763 0.87024 0.87279 0.87526 0.87767
27          PC  0.8800 0.88229 0.88455 0.88679 0.88900 0.89119 0.89335 0.89549 0.89760 0.89969
28          PC  0.9018 0.90379 0.90580 0.90779 0.90975 0.91169 0.91360 0.91549 0.91735 0.91919
29          PC  0.9210 0.92279 0.92455 0.92629 0.92800 0.92969 0.93135 0.93299 0.93460 0.93619
30          PC  0.9377 0.93929 0.94080 0.94229 0.94375 0.94519 0.94660 0.94799 0.94935 0.95069
31          PC  0.9520 0.95330 0.95459 0.95588 0.95716 0.95844 0.95971 0.96098 0.96224 0.96350
32          PC  0.9647 0.96600 0.96724 0.96848 0.96971 0.97094 0.97216 0.97338 0.97459 0.97580
33          PC  0.9770 0.97820 0.97939 0.98058 0.98176 0.98294 0.98411 0.98528 0.98644 0.98760
34          PC  0.9887 0.98990 0.99104 0.99218 0.99331 0.99444 0.99556 0.99668 0.99779 0.99890
35          PC  1.0000 1.00000 1.00000 1.00000 1.00000
36          LS             62
37          UD     .4

38          KK  CR1
39          KM  Offsite to Study Pt. A
40          KO                                    22
41          RD   1835    .015     .05            TRAP       4       2

42          KK  As
43          KM  Existing Basin A - site
44          KO                                    22
45          BA   .0466
46          PB    7.9
47          IN       6
48          PC  0.0000 0.00101 0.00202 0.00305 0.00408 0.00513 0.00618 0.00725 0.00832 0.00941
49          PC  0.0105 0.01161 0.01272 0.01385 0.01498 0.01613 0.01728 0.01845 0.01962 0.02081
50          PC  0.0220 0.02321 0.02442 0.02565 0.02688 0.02813 0.02938 0.03065 0.03192 0.03321
51          PC  0.0345 0.03581 0.03712 0.03845 0.03978 0.04113 0.04248 0.04385 0.04522 0.04661
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55          PC  0.0990 0.10101 0.10304 0.10509 0.10716 0.10925 0.11136 0.11349 0.11564 0.11781
56          PC  0.1200 0.12225 0.12460 0.12705 0.12960 0.13225 0.13500 0.13785 0.14080 0.14385
57          PC  0.1470 0.15020 0.15340 0.15660 0.15980 0.16300 0.16628 0.16972 0.17332 0.17708
58          PC  0.1810 0.18512 0.18948 0.19408 0.19892 0.20400 0.20940 0.21520 0.22140 0.22800
59          PC  0.2350 0.24268 0.25132 0.26092 0.27148 0.28300 0.30684 0.35436 0.43079 0.56786
60          PC  0.6630 0.68196 0.69864 0.71304 0.72516 0.73500 0.74344 0.75136 0.75876 0.76564
61          PC  0.7720 0.77796 0.78364 0.78904 0.79416 0.79900 0.80360 0.80800 0.81220 0.81620
62          PC  0.8200 0.82367 0.82726 0.83079 0.83424 0.83763 0.84094 0.84419 0.84736 0.85047
63          PC  0.8535 0.85647 0.85936 0.86219 0.86494 0.86763 0.87024 0.87279 0.87526 0.87767
64          PC  0.8800 0.88229 0.88455 0.88679 0.88900 0.89119 0.89335 0.89549 0.89760 0.89969
65          PC  0.9018 0.90379 0.90580 0.90779 0.90975 0.91169 0.91360 0.91549 0.91735 0.91919
66          PC  0.9210 0.92279 0.92455 0.92629 0.92800 0.92969 0.93135 0.93299 0.93460 0.93619
67          PC  0.9377 0.93929 0.94080 0.94229 0.94375 0.94519 0.94660 0.94799 0.94935 0.95069
68          PC  0.9520 0.95330 0.95459 0.95588 0.95716 0.95844 0.95971 0.96098 0.96224 0.96350
69          PC  0.9647 0.96600 0.96724 0.96848 0.96971 0.97094 0.97216 0.97338 0.97459 0.97580
70          PC  0.9770 0.97820 0.97939 0.98058 0.98176 0.98294 0.98411 0.98528 0.98644 0.98760
71          PC  0.9887 0.98990 0.99104 0.99218 0.99331 0.99444 0.99556 0.99668 0.99779 0.99890
72          PC  1.0000 1.00000 1.00000 1.00000 1.00000
73          LS             55
74          UD     .1

75          KK  A
76          KM  Study Pt. A
77          KO                                    22
78          HC       2
79          ZZ
```

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3 IO        OUTPUT CONTROL VARIABLES
                IPRNT           5  PRINT CONTROL
                IPLOT           0  PLOT CONTROL
                QSCAL          0.  HYDROGRAPH PLOT SCALE

  IT        HYDROGRAPH TIME DATA
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                IDATE      1    0  STARTING DATE
                ITIME        0000  STARTING TIME
                   NQ         240  NUMBER OF HYDROGRAPH ORDINATES
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                NDTIME         2354  ENDING TIME
                ICENT            19  CENTURY MARK

              COMPUTATION INTERVAL    0.10 HOURS
                  TOTAL TIME BASE   23.90 HOURS

     ENGLISH UNITS
          DRAINAGE AREA         SQUARE MILES
          PRECIPITATION DEPTH   INCHES
          LENGTH, ELEVATION     FEET
          FLOW                  CUBIC FEET PER SECOND
          STORAGE VOLUME        ACRE-FEET
          SURFACE AREA          ACRES
          TEMPERATURE           DEGREES FAHRENHEIT

JP          MULTI-PLAN OPTION
                NPLAN           1  NUMBER OF PLANS

JR          MULTI-RATIO OPTION
              RATIOS OF PRECIPITATION
            0.52      0.61      0.70      0.82      0.91      1.00


*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***


          **************
          *            *
 5 KK     *    Aos     *
          *            *
          **************

 7 KO          OUTPUT CONTROL VARIABLES
                IPRNT           5  PRINT CONTROL
                IPLOT           0  PLOT CONTROL
                QSCAL          0.  HYDROGRAPH PLOT SCALE
                IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                 IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
               TIMINT       0.100  TIME INTERVAL IN HOURS



*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***


          **************
          *            *
 38 KK    *    CR1     *
          *            *
          **************

 40 KO          OUTPUT CONTROL VARIABLES
                IPRNT           5  PRINT CONTROL
                IPLOT           0  PLOT CONTROL
                QSCAL          0.  HYDROGRAPH PLOT SCALE
                IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                 IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
               TIMINT       0.100  TIME INTERVAL IN HOURS



*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***


          **************
          *            *
 42 KK    *    As      *
          *            *
```

```
          **************

  44 KO          OUTPUT CONTROL VARIABLES
                      IPRNT           5  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE
                      IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                       IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                      ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                      ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
                     TIMINT       0.100  TIME INTERVAL IN HOURS


*** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** *** ***


          **************
          *            *
  75 KK   *    A       *
          *            *
          **************

  77 KO          OUTPUT CONTROL VARIABLES
                      IPRNT           5  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE
                      IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                       IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                      ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                      ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
                     TIMINT       0.100  TIME INTERVAL IN HOURS
```

•

PEAK FLOW AND STAGE (END-OF-PERIOD) SUMMARY FOR MULTIPLE PLAN-RATIO ECONOMIC COMPUTATIONS
FLOWS IN CUBIC FEET PER SECOND, AREA IN SQUARE MILES
TIME TO PEAK IN HOURS

OPERATION	STATION	AREA	PLAN		RATIOS APPLIED TO PRECIPITATION RATIO 1	RATIO 2	RATIO 3	RATIO 4	RATIO 5	RATIO 6
					0.52	0.61	0.70	0.82	0.91	1.00
HYDROGRAPH AT										
Aos	0.75	1	FLOW	245.	389.	548.	778.	961.	1151.	
				TIME	12.30	12.30	12.30	12.30	12.30	12.30
ROUTED TO										
CR1	0.75	1	FLOW	245.	382.	535.	754.	933.	1124.	
				TIME	12.40	12.40	12.40	12.40	12.30	12.30
HYDROGRAPH AT										
As	0.05	1	FLOW	14.	27.	42.	65.	83.	102.	
				TIME	12.00	12.00	12.00	12.00	12.00	12.00
2 COMBINED AT										
A	0.79	1	FLOW	250.	389.	545.	769.	956.	1150.	
				TIME	12.40	12.40	12.40	12.30	12.30	12.30

*** NORMAL END OF HEC-1 ***

DEVELOPED CONDITIONS

Basin A - site to pond

T_c= 10 min.

Storm Frequency (yr)	Area (acres)	CN	24 Hour Rainfall (in.)	Peak Runoff (cfs)
2	20.57	78	4.08	52
5	20.57	78	4.80	67
10	20.57	78	5.52	84
25	20.57	78	6.48	105
50	20.57	78	7.20	122
100	20.57	78	7.92	138

Basin A - site to pond

Condition	*CN*	*Acreage*	*CN * Acreage*	
Residential - Impervious	98	4.25	416.56	
Residential - Landscaped	63	3.98	250.97	
Residential - Wooded	55	2.66	146.07	
Commercial	82	2.78	227.96	
Mixed-Use	78	5.44	424.32	
Right-of-way	95	1.46	138.70	
TOTAL		20.57	1604.58	**78**

Impervious Area Breakdown for Residentia

Roadway:		50,157 sf
Lots:	27 * 5,000 =	135,000 sf
Total:		**185,157 sf**
		4.25 ac

Basin A - offsite to pond

T_c= 40 min.

Storm Frequency (yr)	Area (acres)	CN	24 Hour Rainfall (in.)	Peak Runoff (cfs)
2	373.03	62	4.08	192
5	373.03	62	4.80	304
10	373.03	62	5.52	428
25	373.03	62	6.48	608
50	373.03	62	7.20	752
100	373.03	62	7.92	900

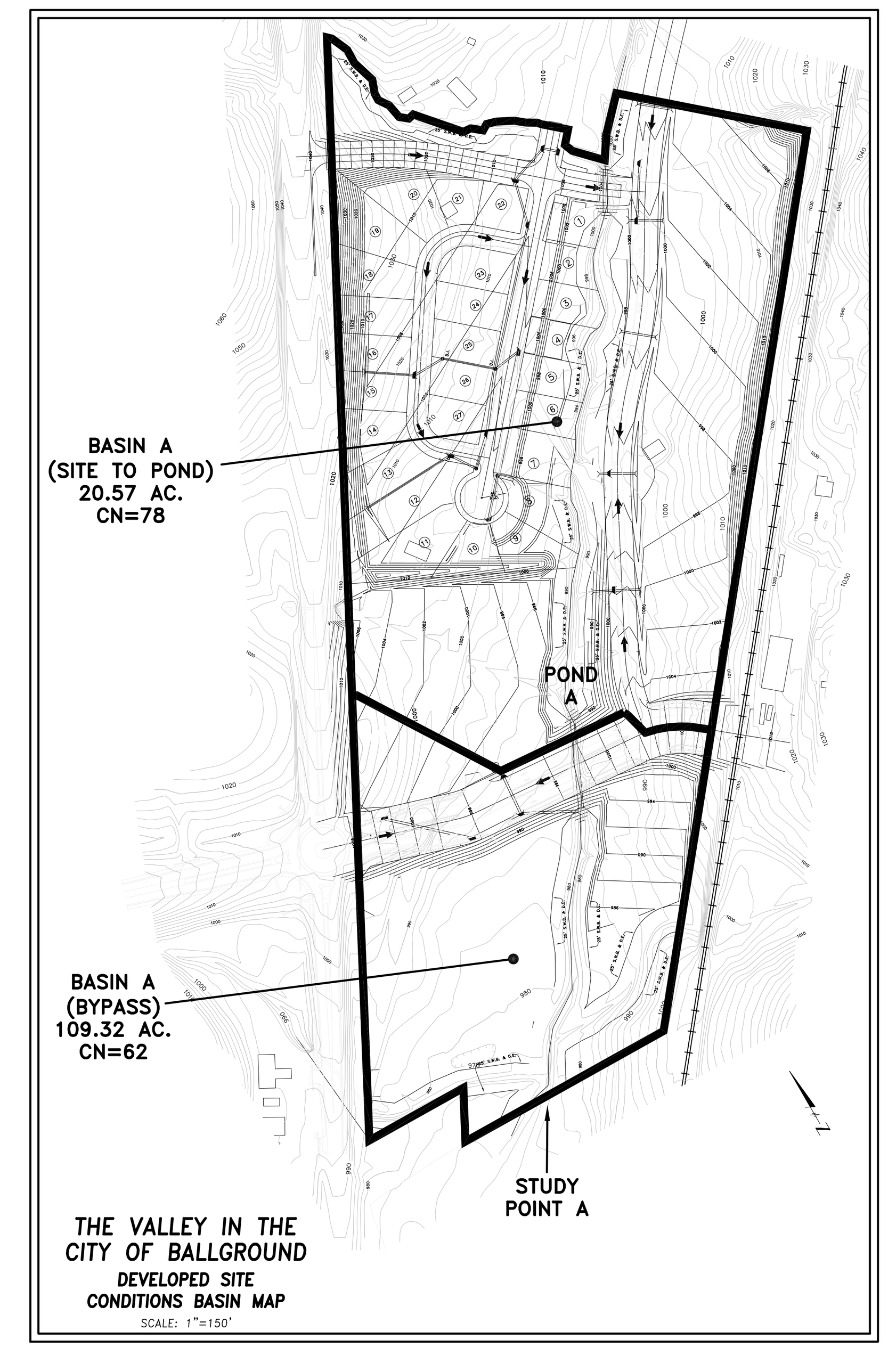
Basin A - site bypass

T_c= 18 min.

Storm Frequency (yr)	Area (acres)	CN	24 Hour Rainfall (in.)	Peak Runoff (cfs)
2	109.32	62	4.08	90
5	109.32	62	4.80	140
10	109.32	62	5.52	195
25	109.32	62	6.48	273
50	109.32	62	7.20	335
100	109.32	62	7.92	399

Basin A - site bypass

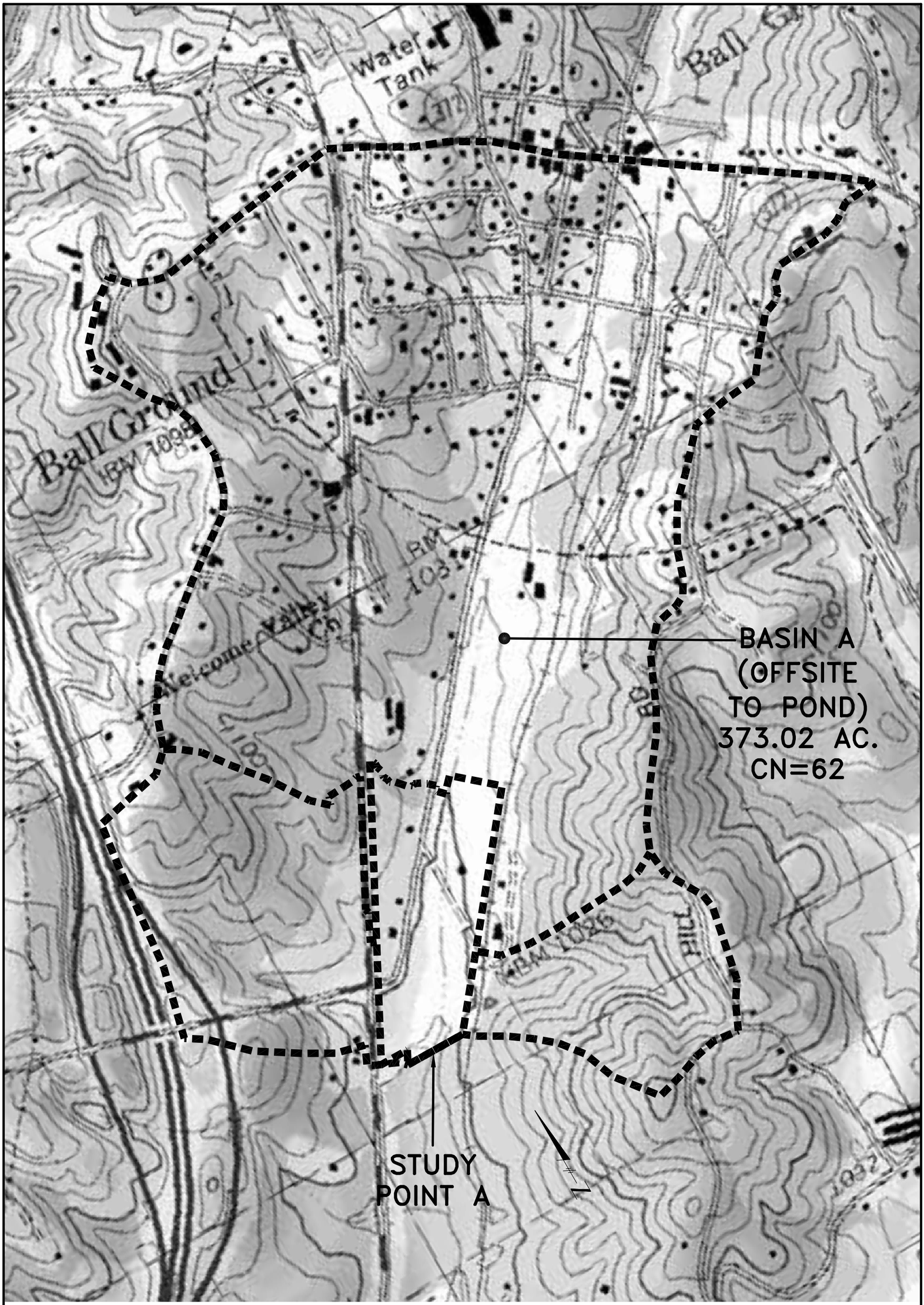
Condition	*CN*	*Acreage*	*CN * Acreage*	
Commercial	82	7.79	638.78	
Right-of-way	95	1.44	136.80	
Offsite	60	100.09	6005.40	
TOTAL		109.32	6780.98	**62**



THE VALLEY IN THE CITY OF BALLGROUND

DEVELOPED SITE CONDITIONS BASIN MAP

SCALE: 1"=150'



THE VALLEY IN THE CITY OF BALLGROUND

DEVELOPED OFFSITE CONDITIONS BASIN MAP

SCALE: 1"=600'

DEVELOPED CONDITIONS

C:\HAESTAD\A

```
X     X  XXXXXXX   XXXXX           X
X     X  X        X     X        XX
X     X  X        X                X
XXXXXXX  XXXX     X        XXXXX   X
X     X  X        X                X
X     X  X        X     X          X
X     X  XXXXXXX   XXXXX          XXX
```

```
::::::::::::::::::::::::::::::::::::::::::::
::::::::::::::::::::::::::::::::::::::::::::
:::                                        :::
:::  Full Microcomputer Implementation    :::
:::                  by                    :::
:::        Haestad Methods, Inc.           :::
:::                                        :::
::::::::::::::::::::::::::::::::::::::::::::
::::::::::::::::::::::::::::::::::::::::::::
```

37 Brookside Road * Waterbury, Connecticut 06708 * (203) 755-1666

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE.
THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION
NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY,
DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL   LOSS RATE:GREEN AND AMPT INFILTRATION
KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM

```
 1          ID
 2          IT       6                    240
 3          IO       5       0
 4          JR    PREC   .5152   .6061   .6970   .8182   .9091       1

 5          KK  Aostp
 6          KM  Existing Basin A - offsite to pond
 7          KO                                    22
 8          BA   .5829
 9          PB     7.9
10          IN       6
11          PC  0.0000 0.00101 0.00202 0.00305 0.00408 0.00513 0.00618 0.00725 0.00832 0.00941
12          PC  0.0105 0.01161 0.01272 0.01385 0.01498 0.01613 0.01728 0.01845 0.01962 0.02081
13          PC  0.0220 0.02321 0.02442 0.02565 0.02688 0.02813 0.02938 0.03065 0.03192 0.03321
14          PC  0.0345 0.03581 0.03712 0.03845 0.03978 0.04113 0.04248 0.04385 0.04522 0.04661
15          PC  0.0480 0.04941 0.05084 0.05229 0.05376 0.05525 0.05676 0.05829 0.05984 0.06141
16          PC  0.0630 0.06461 0.06624 0.06789 0.06956 0.07125 0.07296 0.07469 0.07644 0.07821
17          PC  0.0800 0.08181 0.08364 0.08549 0.08736 0.08925 0.09116 0.09309 0.09504 0.09701
18          PC  0.0990 0.10101 0.10304 0.10509 0.10716 0.10925 0.11136 0.11349 0.11564 0.11781
19          PC  0.1200 0.12225 0.12460 0.12705 0.12960 0.13225 0.13500 0.13785 0.14080 0.14385
20          PC  0.1470 0.15020 0.15340 0.15660 0.15980 0.16300 0.16628 0.16972 0.17332 0.17708
21          PC  0.1810 0.18512 0.18948 0.19408 0.19892 0.20400 0.20940 0.21520 0.22140 0.22800
22          PC  0.2350 0.24268 0.25132 0.26092 0.27148 0.28300 0.30684 0.35436 0.43079 0.56786
23          PC  0.6630 0.68196 0.69864 0.71304 0.72516 0.73500 0.74344 0.75136 0.75876 0.76564
24          PC  0.7720 0.77796 0.78364 0.78904 0.79416 0.79900 0.80360 0.80800 0.81220 0.81620
25          PC  0.8200 0.82367 0.82726 0.83079 0.83424 0.83763 0.84094 0.84419 0.84736 0.85047
26          PC  0.8535 0.85647 0.85936 0.86219 0.86494 0.86763 0.87024 0.87279 0.87526 0.87767
27          PC  0.8800 0.88229 0.88455 0.88679 0.88900 0.89119 0.89335 0.89549 0.89760 0.89969
28          PC  0.9018 0.90379 0.90580 0.90779 0.90975 0.91169 0.91360 0.91549 0.91735 0.91919
29          PC  0.9210 0.92279 0.92455 0.92629 0.92800 0.92969 0.93135 0.93299 0.93460 0.93619
30          PC  0.9377 0.93929 0.94080 0.94229 0.94375 0.94519 0.94660 0.94799 0.94935 0.95069
31          PC  0.9520 0.95330 0.95459 0.95588 0.95716 0.95844 0.95971 0.96098 0.96224 0.96350
32          PC  0.9647 0.96600 0.96724 0.96848 0.96971 0.97094 0.97216 0.97338 0.97459 0.97580
33          PC  0.9770 0.97820 0.97939 0.98058 0.98176 0.98294 0.98411 0.98528 0.98644 0.98760
34          PC  0.9887 0.98990 0.99104 0.99218 0.99331 0.99444 0.99556 0.99668 0.99779 0.99890
35          PC  1.0000 1.00000 1.00000 1.00000 1.00000
36          LS              62
```

```
UD      .4

KK  CR1
KM  Offsite to to Pond A
KO                                      22
RD   1155    .015     .05            TRAP       4       2

KK  Astp
KM  Developed Basin A - site to pond
KO                                      22
BA   .0321
PB     7.9
IN       6
PC  0.0000 0.00101 0.00202 0.00305 0.00408 0.00513 0.00618 0.00725 0.00832 0.00941
PC  0.0105 0.01161 0.01272 0.01385 0.01498 0.01613 0.01728 0.01845 0.01962 0.02081
PC  0.0220 0.02321 0.02442 0.02565 0.02688 0.02813 0.02938 0.03065 0.03192 0.03321
PC  0.0345 0.03581 0.03712 0.03845 0.03978 0.04113 0.04248 0.04385 0.04522 0.04661
PC  0.0480 0.04941 0.05084 0.05229 0.05376 0.05525 0.05676 0.05829 0.05984 0.06141
PC  0.0630 0.06461 0.06624 0.06789 0.06956 0.07125 0.07296 0.07469 0.07644 0.07821
PC  0.0800 0.08181 0.08364 0.08549 0.08736 0.08925 0.09116 0.09309 0.09504 0.09701
PC  0.0990 0.10101 0.10304 0.10509 0.10716 0.10925 0.11136 0.11349 0.11564 0.11781
PC  0.1200 0.12225 0.12460 0.12705 0.12960 0.13225 0.13500 0.13785 0.14080 0.14385
PC  0.1470 0.15020 0.15340 0.15660 0.15980 0.16300 0.16628 0.16972 0.17332 0.17708
PC  0.1810 0.18512 0.18948 0.19408 0.19892 0.20400 0.20940 0.21520 0.22140 0.22800
PC  0.2350 0.24268 0.25132 0.26092 0.27148 0.28300 0.30684 0.35436 0.43079 0.56786
PC  0.6630 0.68196 0.69864 0.71304 0.72516 0.73500 0.74344 0.75136 0.75876 0.76564
PC  0.7720 0.77796 0.78364 0.78904 0.79416 0.79900 0.80360 0.80800 0.81220 0.81620
PC  0.8200 0.82367 0.82726 0.83079 0.83424 0.83763 0.84094 0.84419 0.84736 0.85047
PC  0.8535 0.85647 0.85936 0.86219 0.86494 0.86763 0.87024 0.87279 0.87526 0.87767
PC  0.8800 0.88229 0.88455 0.88679 0.88900 0.89119 0.89335 0.89549 0.89760 0.89969
PC  0.9018 0.90379 0.90580 0.90779 0.90975 0.91169 0.91360 0.91549 0.91735 0.91919
PC  0.9210 0.92279 0.92455 0.92629 0.92800 0.92969 0.93135 0.93299 0.93460 0.93619
PC  0.9377 0.93929 0.94080 0.94229 0.94375 0.94519 0.94660 0.94799 0.94935 0.95069
PC  0.9520 0.95330 0.95459 0.95588 0.95716 0.95844 0.95971 0.96098 0.96224 0.96350
PC  0.9647 0.96600 0.96724 0.96848 0.96971 0.97094 0.97216 0.97338 0.97459 0.97580
PC  0.9770 0.97820 0.97939 0.98058 0.98176 0.98294 0.98411 0.98528 0.98644 0.98760
PC  0.9887 0.98990 0.99104 0.99218 0.99331 0.99444 0.99556 0.99668 0.99779 0.99890
PC  1.0000 1.00000 1.00000 1.00000 1.00000
LS              78
UD    .10

KK  Atp
KM  Total Basin A - developed to pond
KO                                      22
HC       2

KK  PondA
KM  Proposed Pond A
KO                                      22
RS       1    ELEV     982
SA       0   .0454    .133   .2907   .6028   .9659  1.3804
SE     982     984     986     988     990     992     994
SL     985   28.27      .6      .5
SS   988.5      17       3     1.5

KK  CR2
KM  Pond A to Study Pt. A
KO                                      22
RD    680    .015     .05            TRAP       4       2

KK  Aby
KM  Total Basin A - bypass
KO                                      22
BA   .1708
PB     7.9
IN       6
PC  0.0000 0.00101 0.00202 0.00305 0.00408 0.00513 0.00618 0.00725 0.00832 0.00941
PC  0.0105 0.01161 0.01272 0.01385 0.01498 0.01613 0.01728 0.01845 0.01962 0.02081
PC  0.0220 0.02321 0.02442 0.02565 0.02688 0.02813 0.02938 0.03065 0.03192 0.03321
PC  0.0345 0.03581 0.03712 0.03845 0.03978 0.04113 0.04248 0.04385 0.04522 0.04661
PC  0.0480 0.04941 0.05084 0.05229 0.05376 0.05525 0.05676 0.05829 0.05984 0.06141
PC  0.0630 0.06461 0.06624 0.06789 0.06956 0.07125 0.07296 0.07469 0.07644 0.07821
PC  0.0800 0.08181 0.08364 0.08549 0.08736 0.08925 0.09116 0.09309 0.09504 0.09701
PC  0.0990 0.10101 0.10304 0.10509 0.10716 0.10925 0.11136 0.11349 0.11564 0.11781
PC  0.1200 0.12225 0.12460 0.12705 0.12960 0.13225 0.13500 0.13785 0.14080 0.14385
PC  0.1470 0.15020 0.15340 0.15660 0.15980 0.16300 0.16628 0.16972 0.17332 0.17708
```

```
107           PC  0.1810 0.18512 0.18948 0.19408 0.19892 0.20400 0.20940 0.21520 0.22140 0.22800
108           PC  0.2350 0.24268 0.25132 0.26092 0.27148 0.28300 0.30684 0.35436 0.43079 0.56786
109           PC  0.6630 0.68196 0.69864 0.71304 0.72516 0.73500 0.74344 0.75136 0.75876 0.76564
110           PC  0.7720 0.77796 0.78364 0.78904 0.79416 0.79900 0.80360 0.80800 0.81220 0.81620
111           PC  0.8200 0.82367 0.82726 0.83079 0.83424 0.83763 0.84094 0.84419 0.84736 0.85047
112           PC  0.8535 0.85647 0.85936 0.86219 0.86494 0.86763 0.87024 0.87279 0.87526 0.87767
113           PC  0.8800 0.88229 0.88455 0.88679 0.88900 0.89119 0.89335 0.89549 0.89760 0.89969
114           PC  0.9018 0.90379 0.90580 0.90779 0.90975 0.91169 0.91360 0.91549 0.91735 0.91919
115           PC  0.9210 0.92279 0.92455 0.92629 0.92800 0.92969 0.93135 0.93299 0.93460 0.93619
116           PC  0.9377 0.93929 0.94080 0.94229 0.94375 0.94519 0.94660 0.94799 0.94935 0.95069
117           PC  0.9520 0.95330 0.95459 0.95588 0.95716 0.95844 0.95971 0.96098 0.96224 0.96350
118           PC  0.9647 0.96600 0.96724 0.96848 0.96971 0.97094 0.97216 0.97338 0.97459 0.97580
119           PC  0.9770 0.97820 0.97939 0.98058 0.98176 0.98294 0.98411 0.98528 0.98644 0.98760
120           PC  0.9887 0.98990 0.99104 0.99218 0.99331 0.99444 0.99556 0.99668 0.99779 0.99890
121           PC  1.0000 1.00000 1.00000 1.00000 1.00000
122           LS              62
123           UD     .18

124           KK  A
125           KM  Study Pt. A
126           KO                                      22
127           HC       2
128           ZZ
```

```
  3 IO          OUTPUT CONTROL VARIABLES
                      IPRNT           5  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE

    IT          HYDROGRAPH TIME DATA
                       NMIN           6  MINUTES IN COMPUTATION INTERVAL
                      IDATE      1    0  STARTING DATE
                      ITIME        0000  STARTING TIME
                         NQ         240  NUMBER OF HYDROGRAPH ORDINATES
                     NDDATE      1    0  ENDING DATE
                     NDTIME        2354  ENDING TIME
                      ICENT          19  CENTURY MARK

                  COMPUTATION INTERVAL    0.10 HOURS
                       TOTAL TIME BASE   23.90 HOURS

          ENGLISH UNITS
               DRAINAGE AREA         SQUARE MILES
               PRECIPITATION DEPTH   INCHES
               LENGTH, ELEVATION     FEET
               FLOW                  CUBIC FEET PER SECOND
               STORAGE VOLUME        ACRE-FEET
               SURFACE AREA          ACRES
               TEMPERATURE           DEGREES FAHRENHEIT

    JP          MULTI-PLAN OPTION
                      NPLAN           1  NUMBER OF PLANS

    JR          MULTI-RATIO OPTION
                    RATIOS OF PRECIPITATION
                   0.52      0.61      0.70      0.82      0.91      1.00
```

*** ***

```
            **************
            *            *
  5 KK      *    Aostp   *
            *            *
            **************

  7 KO          OUTPUT CONTROL VARIABLES
                      IPRNT           5  PRINT CONTROL
```

IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

*** ***

```
          **************
          *            *
 38 KK    *    CR1     *
          *            *
          **************
```

 40 KO OUTPUT CONTROL VARIABLES

IPRNT	5	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

*** ***

```
          **************
          *            *
 42 KK    *    Astp    *
          *            *
          **************
```

 44 KO OUTPUT CONTROL VARIABLES

IPRNT	5	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

*** ***

```
          **************
          *            *
 75 KK    *    Atp     *
          *            *
          **************
```

 77 KO OUTPUT CONTROL VARIABLES

IPRNT	5	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

*** ***

```
          **************
          *            *
 79 KK    *    PondA   *
          *            *
          **************

 81 KO          OUTPUT CONTROL VARIABLES
                     IPRNT           5  PRINT CONTROL
                     IPLOT           0  PLOT CONTROL
                     QSCAL          0.  HYDROGRAPH PLOT SCALE
                     IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                      IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                     ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                     ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
                    TIMINT       0.100  TIME INTERVAL IN HOURS
```

*** ***

```
          **************
          *            *
 87 KK    *    CR2     *
          *            *
          **************

 89 KO          OUTPUT CONTROL VARIABLES
                     IPRNT           5  PRINT CONTROL
                     IPLOT           0  PLOT CONTROL
                     QSCAL          0.  HYDROGRAPH PLOT SCALE
                     IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                      IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                     ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                     ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
                    TIMINT       0.100  TIME INTERVAL IN HOURS
```

*** ***

```
          **************
          *            *
 91 KK    *    Aby     *
          *            *
          **************

 93 KO          OUTPUT CONTROL VARIABLES
                     IPRNT           5  PRINT CONTROL
                     IPLOT           0  PLOT CONTROL
                     QSCAL          0.  HYDROGRAPH PLOT SCALE
                     IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                      IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                     ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                     ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
                    TIMINT       0.100  TIME INTERVAL IN HOURS
```

*** ***

```
          **************
          *            *
124 KK    *    A       *
          *            *
          **************
```

126 KO OUTPUT CONTROL VARIABLES

IPRNT	5	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

PEAK FLOW AND STAGE (END-OF-PERIOD) SUMMARY FOR MULTIPLE PLAN-RATIO ECONOMIC COMPUTATIONS
FLOWS IN CUBIC FEET PER SECOND, AREA IN SQUARE MILES
TIME TO PEAK IN HOURS

OPERATION	STATION	AREA	PLAN		RATIOS APPLIED TO PRECIPITATION RATIO 1	RATIO 2	RATIO 3	RATIO 4	RATIO 5	RATIO 6
					0.52	0.61	0.70	0.82	0.91	1.00
HYDROGRAPH AT Aostp	0.58	1	FLOW	192.	304.	428.	608.	752.	900.	
			TIME	12.30	12.30	12.30	12.30	12.30	12.30	
ROUTED TO CR1	0.58	1	FLOW	191.	298.	416.	594.	735.	883.	
			TIME	12.40	12.40	12.40	12.30	12.30	12.30	
HYDROGRAPH AT Astp	0.03	1	FLOW	52.	67.	84.	105.	122.	138.	
			TIME	12.00	12.00	12.00	12.00	12.00	12.00	
2 COMBINED AT Atp	0.62	1	FLOW	200.	310.	434.	618.	763.	914.	
			TIME	12.40	12.40	12.30	12.30	12.30	12.30	
ROUTED TO PondA	0.62	1	FLOW	198.	306.	430.	606.	744.	888.	
			TIME	12.40	12.40	12.40	12.40	12.40	12.40	
			** PEAK STAGES IN FEET **							
		1	STAGE	987.20	989.17	990.25	991.46	992.29	993.08	
			TIME	12.40	12.40	12.40	12.40	12.40	12.40	
ROUTED TO CR2	0.62	1	FLOW	194.	299.	425.	600.	738.	881.	
			TIME	12.50	12.40	12.40	12.40	12.40	12.40	
HYDROGRAPH AT Aby	0.17	1	FLOW	90.	140.	195.	273.	335.	399.	
			TIME	12.10	12.10	12.10	12.10	12.10	12.10	
2 COMBINED AT A	0.79	1	FLOW	230.	353.	497.	699.	861.	1027.	
			TIME	12.40	12.40	12.40	12.40	12.30	12.30	

*** NORMAL END OF HEC-1 ***

Pond Report

Pond No. 1 - Pond A

Pond Data

Pond storage is based on known contour areas. Conic method used.

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	982.00	00	0	0
2.00	984.00	1,978	1,319	1,319
4.00	986.00	5,795	7,438	8,757
6.00	988.00	12,661	18,013	26,770
8.00	990.00	26,260	38,100	64,869
10.00	992.00	42,073	67,708	132,577
12.00	994.00	60,132	101,659	234,236

Culvert / Orifice Structures

	[A]	[B]	[C]	[D]
Rise (in)	= 0.00	72.00	0.00	0.00
Span (in)	= 0.00	72.00	0.00	0.00
No. Barrels	= 0	1	0	0
Invert El. (ft)	= 0.00	982.00	0.00	0.00
Length (ft)	= 0.00	0.00	0.00	0.00
Slope (%)	= 0.00	0.00	0.00	0.00
N-Value	= .013	.013	.000	.000
Orif. Coeff.	= 0.60	0.60	0.00	0.00
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 17.00	35.00	0.00	0.00
Crest El. (ft)	= 988.50	993.10	0.00	0.00
Weir Coeff.	= 3.00	3.00	0.00	0.00
Weir Type	= Rect	Rect	---	---
Multi-Stage	= No	No	No	No

Exfiltration = 0.000 in/hr (Contour) Tailwater Elev. = 0.00 ft

Note: Culvert/Orifice outflows have been analyzed under inlet and outlet control.

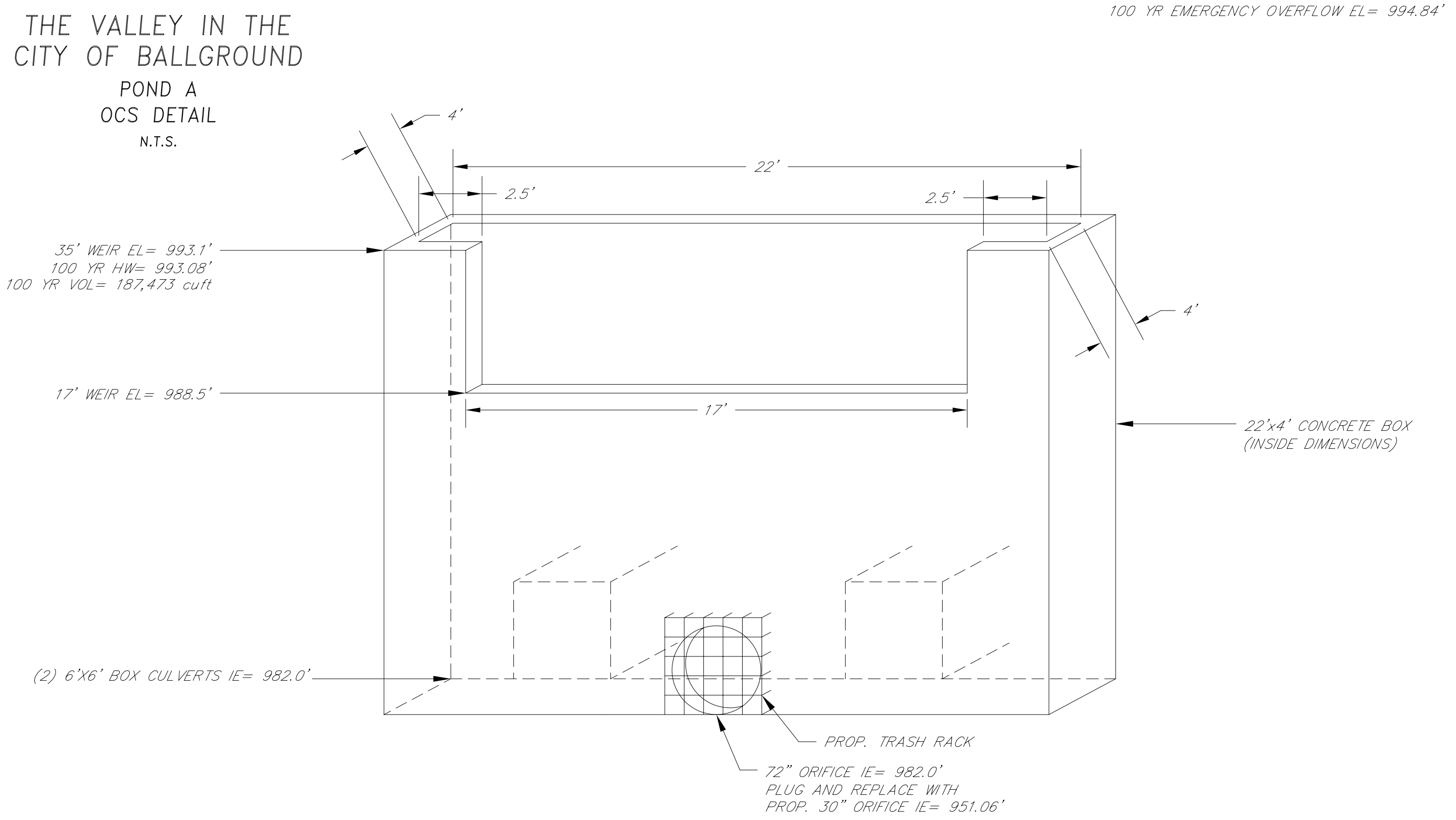
Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	Clv D cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	Total cfs
0.00	0	982.00	---	0.00	---	---	0.00	0.00	---	---	---	0.00
2.00	1,319	984.00	---	39.77	---	---	0.00	0.00	---	---	---	39.77
4.00	8,757	986.00	---	136.46	---	---	0.00	0.00	---	---	---	136.46
6.00	26,770	988.00	---	235.77	---	---	0.00	0.00	---	---	---	235.77
8.00	64,869	990.00	---	304.38	---	---	93.69	0.00	---	---	---	398.07
10.00	132,577	992.00	---	360.15	---	---	333.94	0.00	---	---	---	694.09
12.00	234,236	994.00	---	408.37	---	---	657.83	89.65	---	---	---	1155.86

THE VALLEY IN THE CITY OF BALLGROUND

POND A
OCS DETAIL

N.T.S.



Pond Report

Pond No. 2 - Pond A - EO

Pond Data

Pond storage is based on known contour areas. Conic method used.

Stage / Storage Table

Stage (ft)	Elevation (ft)	Contour area (sqft)	Incr. Storage (cuft)	Total storage (cuft)
0.00	982.00	00	0	0
2.00	984.00	1,978	1,319	1,319
4.00	986.00	5,795	7,438	8,757
6.00	988.00	12,661	18,013	26,770
8.00	990.00	26,260	38,100	64,869
10.00	992.00	42,073	67,708	132,577
12.00	994.00	60,132	101,659	234,236
13.00	995.00	65,393	62,738	296,974

Culvert / Orifice Structures

	[A]	[B]	[C]	[D]
Rise (in)	= 0.00	0.00	0.00	0.00
Span (in)	= 0.00	0.00	0.00	0.00
No. Barrels	= 0	0	0	0
Invert El. (ft)	= 0.00	0.00	0.00	0.00
Length (ft)	= 0.00	0.00	0.00	0.00
Slope (%)	= 0.00	0.00	0.00	0.00
N-Value	= .013	.013	.000	.000
Orif. Coeff.	= 0.60	0.60	0.00	0.00
Multi-Stage	= n/a	No	No	No

Weir Structures

	[A]	[B]	[C]	[D]
Crest Len (ft)	= 17.00	35.00	0.00	0.00
Crest El. (ft)	= 988.50	993.10	0.00	0.00
Weir Coeff.	= 3.00	3.00	0.00	0.00
Weir Type	= Rect	Rect	---	---
Multi-Stage	= No	No	No	No

Exfiltration = 0.000 in/hr (Contour) Tailwater Elev. = 0.00 ft

Note: Culvert/Orifice outflows have been analyzed under inlet and outlet control.

Stage / Storage / Discharge Table

Stage ft	Storage cuft	Elevation ft	Clv A cfs	Clv B cfs	Clv C cfs	Clv D cfs	Wr A cfs	Wr B cfs	Wr C cfs	Wr D cfs	Exfil cfs	Total cfs
0.00	0	982.00	---	---	---	---	0.00	0.00	---	---	---	0.00
2.00	1,319	984.00	---	---	---	---	0.00	0.00	---	---	---	0.00
4.00	8,757	986.00	---	---	---	---	0.00	0.00	---	---	---	0.00
6.00	26,770	988.00	---	---	---	---	0.00	0.00	---	---	---	0.00
8.00	64,869	990.00	---	---	---	---	93.69	0.00	---	---	---	93.69
10.00	132,577	992.00	---	---	---	---	333.94	0.00	---	---	---	333.94
12.00	234,236	994.00	---	---	---	---	657.83	89.65	---	---	---	747.49
13.00	296,974	995.00	---	---	---	---	845.16	275.00	---	---	---	1120.16

DEVELOPED CONDITIONS
EMERGENCY OVERFLOW CALCULATIONS
(72" ORIFICE BLOCKED)

C:\HAESTAD\GHEC1\A

```
X     X  XXXXXXX   XXXXX           X
X     X  X        X     X         XX
X     X  X        X                X
XXXXXXX  XXXX     X        XXXXX   X
X     X  X        X                X
X     X  X        X     X          X
X     X  XXXXXXX   XXXXX          XXX
```

```
::::::::::::::::::::::::::::::::::::::::::::
::::::::::::::::::::::::::::::::::::::::::::
:::                                        :::
:::  Full Microcomputer Implementation    :::
:::                  by                    :::
:::        Haestad Methods, Inc.           :::
:::                                        :::
::::::::::::::::::::::::::::::::::::::::::::
::::::::::::::::::::::::::::::::::::::::::::
```

37 Brookside Road * Waterbury, Connecticut 06708 * (203) 755-1666

THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE.
THE DEFINITION OF -AMSKK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION
NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE , SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY,
DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL   LOSS RATE:GREEN AND AMPT INFILTRATION
KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM

```
 1          ID
 2          IT       6                    240
 3          IO       5       0
 4          JR    PREC   .5152   .6061   .6970   .8182   .9091       1

 5          KK  Aostp
 6          KM  Existing Basin A - offsite to pond
 7          KO                                    22
 8          BA   .5829
 9          PB     7.9
10          IN       6
11          PC  0.0000 0.00101 0.00202 0.00305 0.00408 0.00513 0.00618 0.00725 0.00832 0.00941
12          PC  0.0105 0.01161 0.01272 0.01385 0.01498 0.01613 0.01728 0.01845 0.01962 0.02081
13          PC  0.0220 0.02321 0.02442 0.02565 0.02688 0.02813 0.02938 0.03065 0.03192 0.03321
14          PC  0.0345 0.03581 0.03712 0.03845 0.03978 0.04113 0.04248 0.04385 0.04522 0.04661
15          PC  0.0480 0.04941 0.05084 0.05229 0.05376 0.05525 0.05676 0.05829 0.05984 0.06141
16          PC  0.0630 0.06461 0.06624 0.06789 0.06956 0.07125 0.07296 0.07469 0.07644 0.07821
17          PC  0.0800 0.08181 0.08364 0.08549 0.08736 0.08925 0.09116 0.09309 0.09504 0.09701
18          PC  0.0990 0.10101 0.10304 0.10509 0.10716 0.10925 0.11136 0.11349 0.11564 0.11781
19          PC  0.1200 0.12225 0.12460 0.12705 0.12960 0.13225 0.13500 0.13785 0.14080 0.14385
20          PC  0.1470 0.15020 0.15340 0.15660 0.15980 0.16300 0.16628 0.16972 0.17332 0.17708
21          PC  0.1810 0.18512 0.18948 0.19408 0.19892 0.20400 0.20940 0.21520 0.22140 0.22800
22          PC  0.2350 0.24268 0.25132 0.26092 0.27148 0.28300 0.30684 0.35436 0.43079 0.56786
23          PC  0.6630 0.68196 0.69864 0.71304 0.72516 0.73500 0.74344 0.75136 0.75876 0.76564
24          PC  0.7720 0.77796 0.78364 0.78904 0.79416 0.79900 0.80360 0.80800 0.81220 0.81620
25          PC  0.8200 0.82367 0.82726 0.83079 0.83424 0.83763 0.84094 0.84419 0.84736 0.85047
26          PC  0.8535 0.85647 0.85936 0.86219 0.86494 0.86763 0.87024 0.87279 0.87526 0.87767
27          PC  0.8800 0.88229 0.88455 0.88679 0.88900 0.89119 0.89335 0.89549 0.89760 0.89969
28          PC  0.9018 0.90379 0.90580 0.90779 0.90975 0.91169 0.91360 0.91549 0.91735 0.91919
29          PC  0.9210 0.92279 0.92455 0.92629 0.92800 0.92969 0.93135 0.93299 0.93460 0.93619
30          PC  0.9377 0.93929 0.94080 0.94229 0.94375 0.94519 0.94660 0.94799 0.94935 0.95069
31          PC  0.9520 0.95330 0.95459 0.95588 0.95716 0.95844 0.95971 0.96098 0.96224 0.96350
32          PC  0.9647 0.96600 0.96724 0.96848 0.96971 0.97094 0.97216 0.97338 0.97459 0.97580
33          PC  0.9770 0.97820 0.97939 0.98058 0.98176 0.98294 0.98411 0.98528 0.98644 0.98760
34          PC  0.9887 0.98990 0.99104 0.99218 0.99331 0.99444 0.99556 0.99668 0.99779 0.99890
35          PC  1.0000 1.00000 1.00000 1.00000 1.00000
```

```
LS              62
UD      .4

KK  CR1
KM  Offsite to to Pond A
KO                                      22
RD    1155    .015     .05            TRAP       4       2

KK  Astp
KM  Developed Basin A - site to pond
KO                                      22
BA   .0321
PB     7.9
IN       6
PC  0.0000 0.00101 0.00202 0.00305 0.00408 0.00513 0.00618 0.00725 0.00832 0.00941
PC  0.0105 0.01161 0.01272 0.01385 0.01498 0.01613 0.01728 0.01845 0.01962 0.02081
PC  0.0220 0.02321 0.02442 0.02565 0.02688 0.02813 0.02938 0.03065 0.03192 0.03321
PC  0.0345 0.03581 0.03712 0.03845 0.03978 0.04113 0.04248 0.04385 0.04522 0.04661
PC  0.0480 0.04941 0.05084 0.05229 0.05376 0.05525 0.05676 0.05829 0.05984 0.06141
PC  0.0630 0.06461 0.06624 0.06789 0.06956 0.07125 0.07296 0.07469 0.07644 0.07821
PC  0.0800 0.08181 0.08364 0.08549 0.08736 0.08925 0.09116 0.09309 0.09504 0.09701
PC  0.0990 0.10101 0.10304 0.10509 0.10716 0.10925 0.11136 0.11349 0.11564 0.11781
PC  0.1200 0.12225 0.12460 0.12705 0.12960 0.13225 0.13500 0.13785 0.14080 0.14385
PC  0.1470 0.15020 0.15340 0.15660 0.15980 0.16300 0.16628 0.16972 0.17332 0.17708
PC  0.1810 0.18512 0.18948 0.19408 0.19892 0.20400 0.20940 0.21520 0.22140 0.22800
PC  0.2350 0.24268 0.25132 0.26092 0.27148 0.28300 0.30684 0.35436 0.43079 0.56786
PC  0.6630 0.68196 0.69864 0.71304 0.72516 0.73500 0.74344 0.75136 0.75876 0.76564
PC  0.7720 0.77796 0.78364 0.78904 0.79416 0.79900 0.80360 0.80800 0.81220 0.81620
PC  0.8200 0.82367 0.82726 0.83079 0.83424 0.83763 0.84094 0.84419 0.84736 0.85047
PC  0.8535 0.85647 0.85936 0.86219 0.86494 0.86763 0.87024 0.87279 0.87526 0.87767
PC  0.8800 0.88229 0.88455 0.88679 0.88900 0.89119 0.89335 0.89549 0.89760 0.89969
PC  0.9018 0.90379 0.90580 0.90779 0.90975 0.91169 0.91360 0.91549 0.91735 0.91919
PC  0.9210 0.92279 0.92455 0.92629 0.92800 0.92969 0.93135 0.93299 0.93460 0.93619
PC  0.9377 0.93929 0.94080 0.94229 0.94375 0.94519 0.94660 0.94799 0.94935 0.95069
PC  0.9520 0.95330 0.95459 0.95588 0.95716 0.95844 0.95971 0.96098 0.96224 0.96350
PC  0.9647 0.96600 0.96724 0.96848 0.96971 0.97094 0.97216 0.97338 0.97459 0.97580
PC  0.9770 0.97820 0.97939 0.98058 0.98176 0.98294 0.98411 0.98528 0.98644 0.98760
PC  0.9887 0.98990 0.99104 0.99218 0.99331 0.99444 0.99556 0.99668 0.99779 0.99890
PC  1.0000 1.00000 1.00000 1.00000 1.00000
LS              78
UD     .10

KK  Atp
KM  Total Basin A - developed to pond
KO                                      22
HC       2

KK  PondA
KM  Proposed Pond A
KO                                      22
RS       1    ELEV     982
SA       0   .0454    .133   .2907   .6028   .9659  1.3804  1.5012
SE     982     984     986     988     990     992     994     996
SQ       0       0       0       0   93.69  333.94  747.49 1021.35
SE     982     984     986     988     990     992     994     996

KK  CR2
KM  Pond A to Study Pt. A
KO                                      22
RD     680    .015     .05            TRAP       4       2

KK  Aby
KM  Total Basin A - bypass
KO                                      22
BA   .1708
PB     7.9
IN       6
PC  0.0000 0.00101 0.00202 0.00305 0.00408 0.00513 0.00618 0.00725 0.00832 0.00941
PC  0.0105 0.01161 0.01272 0.01385 0.01498 0.01613 0.01728 0.01845 0.01962 0.02081
PC  0.0220 0.02321 0.02442 0.02565 0.02688 0.02813 0.02938 0.03065 0.03192 0.03321
PC  0.0345 0.03581 0.03712 0.03845 0.03978 0.04113 0.04248 0.04385 0.04522 0.04661
PC  0.0480 0.04941 0.05084 0.05229 0.05376 0.05525 0.05676 0.05829 0.05984 0.06141
PC  0.0630 0.06461 0.06624 0.06789 0.06956 0.07125 0.07296 0.07469 0.07644 0.07821
PC  0.0800 0.08181 0.08364 0.08549 0.08736 0.08925 0.09116 0.09309 0.09504 0.09701
PC  0.0990 0.10101 0.10304 0.10509 0.10716 0.10925 0.11136 0.11349 0.11564 0.11781
PC  0.1200 0.12225 0.12460 0.12705 0.12960 0.13225 0.13500 0.13785 0.14080 0.14385
```

```
106           PC  0.1470 0.15020 0.15340 0.15660 0.15980 0.16300 0.16628 0.16972 0.17332 0.17708
107           PC  0.1810 0.18512 0.18948 0.19408 0.19892 0.20400 0.20940 0.21520 0.22140 0.22800
108           PC  0.2350 0.24268 0.25132 0.26092 0.27148 0.28300 0.30684 0.35436 0.43079 0.56786
109           PC  0.6630 0.68196 0.69864 0.71304 0.72516 0.73500 0.74344 0.75136 0.75876 0.76564
110           PC  0.7720 0.77796 0.78364 0.78904 0.79416 0.79900 0.80360 0.80800 0.81220 0.81620
111           PC  0.8200 0.82367 0.82726 0.83079 0.83424 0.83763 0.84094 0.84419 0.84736 0.85047
112           PC  0.8535 0.85647 0.85936 0.86219 0.86494 0.86763 0.87024 0.87279 0.87526 0.87767
113           PC  0.8800 0.88229 0.88455 0.88679 0.88900 0.89119 0.89335 0.89549 0.89760 0.89969
114           PC  0.9018 0.90379 0.90580 0.90779 0.90975 0.91169 0.91360 0.91549 0.91735 0.91919
115           PC  0.9210 0.92279 0.92455 0.92629 0.92800 0.92969 0.93135 0.93299 0.93460 0.93619
116           PC  0.9377 0.93929 0.94080 0.94229 0.94375 0.94519 0.94660 0.94799 0.94935 0.95069
117           PC  0.9520 0.95330 0.95459 0.95588 0.95716 0.95844 0.95971 0.96098 0.96224 0.96350
118           PC  0.9647 0.96600 0.96724 0.96848 0.96971 0.97094 0.97216 0.97338 0.97459 0.97580
119           PC  0.9770 0.97820 0.97939 0.98058 0.98176 0.98294 0.98411 0.98528 0.98644 0.98760
120           PC  0.9887 0.98990 0.99104 0.99218 0.99331 0.99444 0.99556 0.99668 0.99779 0.99890
121           PC  1.0000 1.00000 1.00000 1.00000 1.00000
122           LS             62
123           UD     .18

124           KK  A
125           KM  Study Pt. A
126           KO                                      22
127           HC       2
128           ZZ
```

```
  3 IO          OUTPUT CONTROL VARIABLES
                      IPRNT           5  PRINT CONTROL
                      IPLOT           0  PLOT CONTROL
                      QSCAL          0.  HYDROGRAPH PLOT SCALE

    IT          HYDROGRAPH TIME DATA
                       NMIN           6  MINUTES IN COMPUTATION INTERVAL
                      IDATE      1    0  STARTING DATE
                      ITIME        0000  STARTING TIME
                         NQ         240  NUMBER OF HYDROGRAPH ORDINATES
                     NDDATE      1    0  ENDING DATE
                     NDTIME        2354  ENDING TIME
                     ICENT           19  CENTURY MARK

                  COMPUTATION INTERVAL    0.10 HOURS
                       TOTAL TIME BASE   23.90 HOURS

          ENGLISH UNITS
               DRAINAGE AREA         SQUARE MILES
               PRECIPITATION DEPTH   INCHES
               LENGTH, ELEVATION     FEET
               FLOW                  CUBIC FEET PER SECOND
               STORAGE VOLUME        ACRE-FEET
               SURFACE AREA          ACRES
               TEMPERATURE           DEGREES FAHRENHEIT

    JP          MULTI-PLAN OPTION
                      NPLAN           1  NUMBER OF PLANS

    JR          MULTI-RATIO OPTION
                    RATIOS OF PRECIPITATION
                   0.52      0.61      0.70      0.82      0.91      1.00
```

*** ***

```
            **************
            *            *
  5 KK      *    Aostp   *
            *            *
            **************

  7 KO          OUTPUT CONTROL VARIABLES
```

IPRNT	5	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

*** ***

```
          **************
          *            *
 38 KK    *    CR1     *
          *            *
          **************
```

 40 KO OUTPUT CONTROL VARIABLES

IPRNT	5	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

*** ***

```
          **************
          *            *
 42 KK    *    Astp    *
          *            *
          **************
```

 44 KO OUTPUT CONTROL VARIABLES

IPRNT	5	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

*** ***

```
          **************
          *            *
 75 KK    *    Atp     *
          *            *
          **************
```

 77 KO OUTPUT CONTROL VARIABLES

IPRNT	5	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

*** ***

```
           **************
           *            *
  79 KK    *    PondA   *
           *            *
           **************

  81 KO          OUTPUT CONTROL VARIABLES
                       IPRNT           5  PRINT CONTROL
                       IPLOT           0  PLOT CONTROL
                       QSCAL          0.  HYDROGRAPH PLOT SCALE
                       IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                        IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                       ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                       ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
                      TIMINT       0.100  TIME INTERVAL IN HOURS
```

*** ***

```
           **************
           *            *
  87 KK    *    CR2     *
           *            *
           **************

  89 KO          OUTPUT CONTROL VARIABLES
                       IPRNT           5  PRINT CONTROL
                       IPLOT           0  PLOT CONTROL
                       QSCAL          0.  HYDROGRAPH PLOT SCALE
                       IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                        IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                       ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                       ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
                      TIMINT       0.100  TIME INTERVAL IN HOURS
```

*** ***

```
           **************
           *            *
  91 KK    *    Aby     *
           *            *
           **************

  93 KO          OUTPUT CONTROL VARIABLES
                       IPRNT           5  PRINT CONTROL
                       IPLOT           0  PLOT CONTROL
                       QSCAL          0.  HYDROGRAPH PLOT SCALE
                       IPNCH           0  PUNCH COMPUTED HYDROGRAPH
                        IOUT          22  SAVE HYDROGRAPH ON THIS UNIT
                       ISAV1           1  FIRST ORDINATE PUNCHED OR SAVED
                       ISAV2         240  LAST ORDINATE PUNCHED OR SAVED
                      TIMINT       0.100  TIME INTERVAL IN HOURS
```

*** ***

```
           **************
           *            *
 124 KK    *    A       *
           *            *
           **************
```

126 KO OUTPUT CONTROL VARIABLES

IPRNT	5	PRINT CONTROL
IPLOT	0	PLOT CONTROL
QSCAL	0.	HYDROGRAPH PLOT SCALE
IPNCH	0	PUNCH COMPUTED HYDROGRAPH
IOUT	22	SAVE HYDROGRAPH ON THIS UNIT
ISAV1	1	FIRST ORDINATE PUNCHED OR SAVED
ISAV2	240	LAST ORDINATE PUNCHED OR SAVED
TIMINT	0.100	TIME INTERVAL IN HOURS

PEAK FLOW AND STAGE (END-OF-PERIOD) SUMMARY FOR MULTIPLE PLAN-RATIO ECONOMIC COMPUTATIONS
FLOWS IN CUBIC FEET PER SECOND, AREA IN SQUARE MILES
TIME TO PEAK IN HOURS

OPERATION	STATION	AREA	PLAN		RATIOS APPLIED TO PRECIPITATION RATIO 1 0.52	RATIO 2 0.61	RATIO 3 0.70	RATIO 4 0.82	RATIO 5 0.91	RATIO 6 1.00
HYDROGRAPH AT Aostp	0.58	1	FLOW	192.	304.	428.	608.	752.	900.	
				TIME	12.30	12.30	12.30	12.30	12.30	12.30
ROUTED TO CR1	0.58	1	FLOW	191.	298.	416.	594.	735.	883.	
				TIME	12.40	12.40	12.40	12.30	12.30	12.30
HYDROGRAPH AT Astp	0.03	1	FLOW	52.	67.	84.	105.	122.	138.	
				TIME	12.00	12.00	12.00	12.00	12.00	12.00
2 COMBINED AT Atp	0.62	1	FLOW	200.	310.	434.	618.	763.	914.	
				TIME	12.40	12.40	12.30	12.30	12.30	12.30
ROUTED TO PondA	0.62	1	FLOW	192.	301.	427.	604.	744.	863.	
				TIME	12.50	12.40	12.40	12.40	12.40	12.40
			** PEAK STAGES IN FEET **							
			1	STAGE	990.82	991.73	992.45	993.31	993.98	994.84
				TIME	12.50	12.40	12.40	12.40	12.40	12.40
ROUTED TO CR2	0.62	1	FLOW	192.	298.	420.	597.	738.	855.	
				TIME	12.50	12.50	12.40	12.40	12.40	12.40
HYDROGRAPH AT Aby	0.17	1	FLOW	90.	140.	195.	273.	335.	399.	
				TIME	12.10	12.10	12.10	12.10	12.10	12.10
2 COMBINED AT A	0.79	1	FLOW	221.	349.	493.	696.	858.	1001.	
				TIME	12.40	12.40	12.40	12.40	12.30	12.30

*** NORMAL END OF HEC-1 ***

HYDRAULIC ANALYSIS FOR
BALLGROUND TRACT TRACT

OBJECTIVE: To determine the 100 year base flood elevations for the floodplain located on this subject property located in City of Ballground, Cherokee County.

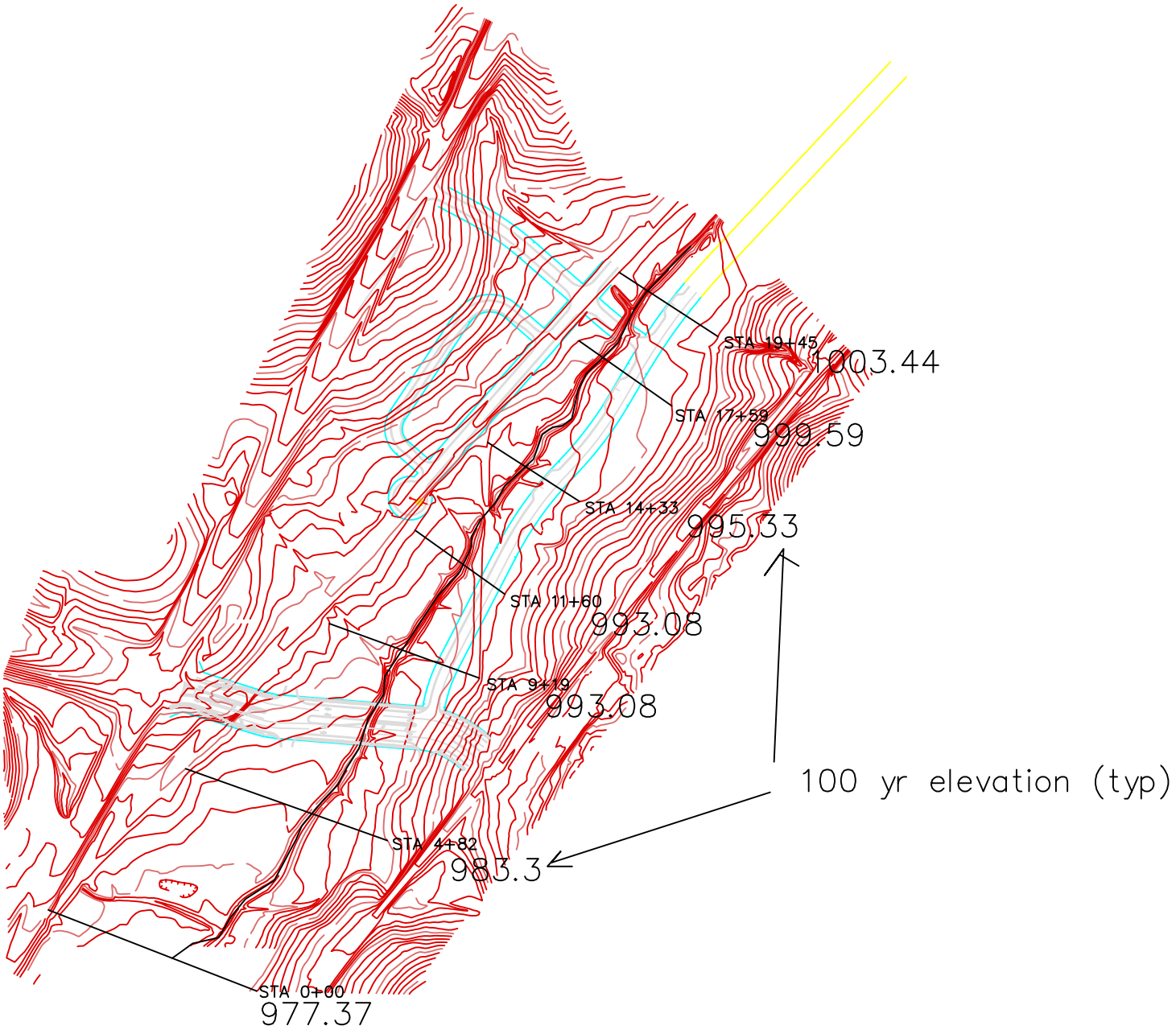
METHODOLOGY: The 100 year storm peak rate of flow for the tributary creek was Calculated using the SCS Method.(see hydrology report) .

HYDRAULICS:

The HEC-RAS computer program was used to calculate the 100 year floodplain elevations.

Topographic cross sections of the site were used to define the creek geometry. Existing conditions used a starting water surface elevation based upon normal depth. The peak rate of flow for the 100 year storm was used to determine the base flood elevations through the property.

The proposed road crossings were input to insure a no-rise in floodplain elevations off the property. The ponding elevation of the stormwater detention facility regulates the elevations just upstream of the box culvert.


STA 19+45
1003.44
STA 17+59
999.59
STA 14+33
995.33
STA 11+60
993.08
STA 9+19
993.08
STA 4+82
983.3
STA 0+00
977.37
100 yr elevation (typ)

EXISTING CONDITIONS

HEC-RAS Plan: 100 ex River: A Reach: A Profile: PF 1

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
A	1945	PF 1	1027.00	995.50	1003.44	1003.44	1004.55	0.014384	8.96	180.13	130.53	0.73
A	1759	PF 1	1027.00	992.00	999.12	999.12	1000.47	0.017893	9.52	137.25	86.08	0.83
A	1433	PF 1	1027.00	988.00	995.86	995.34	996.49	0.007993	7.02	268.00	184.84	0.57
A	1160	PF 1	1027.00	984.50	991.16	991.16	992.69	0.028197	9.92	103.57	34.27	1.01
A	919	PF 1	1027.00	982.50	988.12		988.73	0.008445	6.62	215.78	107.94	0.59
A	482	PF 1	1027.00	977.50	983.30	983.30	984.17	0.013067	8.02	221.87	199.94	0.72
A	0	PF 1	1027.00	972.50	977.37	976.95	977.82	0.010003	5.74	276.44	234.73	0.61

EXISTING CONDITIONS

BALLGROUND.rep

HEC-RAS Version 3.1.1 May 2003
U.S. Army Corp of Engineers
Hydrologic Engineering Center
609 Second Street, Suite D
Davis, California 95616-4687
(916) 756-1104

```
X     X  XXXXXX    XXXX        XXXX       XX      XXXX
X     X  X        X    X       X   X     X  X    X
X     X  X        X            X   X    X    X   X
XXXXXXX  XXXX     X       XXX  XXXX     XXXXXX    XXXX
X     X  X        X            X  X     X    X        X
X     X  X        X    X       X   X    X    X        X
X     X  XXXXXX    XXXX        X    X   X    X   XXXXX
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PROJECT DATA
Project Title: BALLGROUND
Project File : BALLGROUND.prj
Run Date and Time: 5/25/2005 8:44:52 AM

Project in English units

PLAN DATA

Plan Title: existing conditions
Plan File : f:\My Documents\norton\ballground\hecras\BALLGROUND.p01

Geometry Title: BALLGROUND
Geometry File : f:\My Documents\norton\ballground\hecras\BALLGROUND.g01

Flow Title : 100 yr flood
Flow File : f:\My Documents\norton\ballground\hecras\BALLGROUND.f01

Plan Summary Information:
Number of: Cross Sections = 7 Mulitple Openings = 0
Culverts = 0 Inline Structures = 0
Bridges = 0 Lateral Structures = 0

Computational Information
Water surface calculation tolerance = 0.01
Critical depth calculaton tolerance = 0.01
Maximum number of interations = 20
Maximum difference tolerance = 0.3
Flow tolerance factor = 0.001

Computation Options
Critical depth computed only where necessary
Conveyance Calculation Method: At breaks in n values only
Friction Slope Method: Average Conveyance
Computational Flow Regime: Subcritical Flow

FLOW DATA

Flow Title: 100 yr flood
Flow File : f:\My Documents\norton\ballground\hecras\BALLGROUND.f01

Flow Data (cfs)

River	Reach	RS	PF 1
A	A	1945	1027

Boundary Conditions

River	Reach	Profile	Upstream	Downstream
A	A	PF 1		Normal S = 0.01

GEOMETRY DATA

Geometry Title: BALLGROUND
Geometry File : f:\My Documents\norton\ballground\hecras\BALLGROUND.g01

CROSS SECTION

RIVER: A
REACH: A RS: 1945

INPUT
Description: STA 19+45
Station Elevation Data num= 13

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	1006	50	1004	180	1002	184	1000	188	998
191	996	192	995.5	193	996	196	998	199	1000
202	1002	223	1004	270	1006				

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	180	.05	202	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
180	202	186	186	.1	.3

CROSS SECTION

RIVER: A
REACH: A RS: 1759

INPUT
Description: STA 17+59
Station Elevation Data num= 11

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	1002	73	1000	177	998	181	996	184	994
188	992	193	994	197	996	202	998	207	1000
260	1002								

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	177	.05	202	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
177	202	326	326	.1	.3

CROSS SECTION

RIVER: A
REACH: A RS: 1433

INPUT
Description: STA 14+33
Station Elevation Data num= 11

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	998	42	996	134	994	139	992	143	990
146	988	151	990	155	992	159	994	239	996
251	998								

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	134	.05	159	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
134	159	273	273	.1	.3

CROSS SECTION

RIVER: A
REACH: A RS: 1160

INPUT
Description: STA 11+60
Station Elevation Data num= 15

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	996	66	994	90	992	102	990	107	988
112	986	116	984.5	119	986	123	988	127	990
131	992	151	992	172	992	224	994	253	996

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	90	.05	131	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
90	131	241	241	.1	.3

CROSS SECTION

RIVER: A
REACH: A RS: 919

INPUT
Description: STA 9+19
Station Elevation Data num= 13

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	994	33	992	73	990	111	988	168	986
178	984	188	982.5	193	984	204	986	216	988
228	990	320	992	366	994				

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	168	.05	204	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
168	204	437	437	.1	.3

CROSS SECTION

RIVER: A
REACH: A RS: 482

INPUT
Description: STA 4+82
Station Elevation Data num= 15

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	990	35	988	70	986	122	984	168	982
173	980	179	978	182	977.5	185	978	191	980
197	982	413	984	465	986	480	988	491	990

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	168	.05	197	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
168	197	482	482	.1	.3

CROSS SECTION

RIVER: A
REACH: A RS: 0

INPUT
Description: STA 0+00
Station Elevation Data num= 18

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	988	13	986	26	984	44	982	71	980
117	978	135	976	150	974	157	972.5	161	974
171	974.645	192	976	433	978	529	980	539	982
547	984	553	986	561	988				

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	135	.05	192	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
135	192	0	0	.1	.3

SUMMARY OF MANNING'S N VALUES

BALLGROUND.rep

River:A

Reach	River Sta.	n1	n2	n3
A	1945	.1	.05	.1
A	1759	.1	.05	.1
A	1433	.1	.05	.1
A	1160	.1	.05	.1
A	919	.1	.05	.1
A	482	.1	.05	.1
A	0	.1	.05	.1

SUMMARY OF REACH LENGTHS

River: A

Reach	River Sta.	Left	Channel	Right
A	1945	186	186	186
A	1759	326	326	326
A	1433	273	273	273
A	1160	241	241	241
A	919	437	437	437
A	482	482	482	482
A	0	0	0	0

SUMMARY OF CONTRACTION AND EXPANSION COEFFICIENTS
River: A

Reach	River Sta.	Contr.	Expan.
A	1945	.1	.3
A	1759	.1	.3
A	1433	.1	.3
A	1160	.1	.3
A	919	.1	.3
A	482	.1	.3
A	0	.1	.3

Profile Output Table - Standard Table 1

Reach	River Sta	Profile	Q Total (cfs)	Min Ch El (ft)	W.S. Elev (ft)	Crit W.S. (ft)	E.G. Elev (ft)	E.G. Slope (ft/ft)	Vel Chnl (ft/s)	Flow Area (sq ft)	Top Width (ft)	Froude # Chl
A	1945	PF 1	1027.00	995.50	1003.44	1003.44	1004.55	0.014384	8.96	180.13	130.53	0.73
A	1759	PF 1	1027.00	992.00	999.12	999.12	1000.47	0.017893	9.52	137.25	86.08	0.83
A	1433	PF 1	1027.00	988.00	995.86	995.34	996.49	0.007993	7.02	268.00	184.84	0.57
A	1160	PF 1	1027.00	984.50	991.16	991.16	992.69	0.028197	9.92	103.57	34.27	1.01
A	919	PF 1	1027.00	982.50	988.12		988.73	0.008445	6.62	215.78	107.94	0.59
A	482	PF 1	1027.00	977.50	983.30	983.30	984.17	0.013067	8.02	221.87	199.94	0.72
A	0	PF 1	1027.00	972.50	977.37	976.95	977.82	0.010003	5.74	276.44	234.73	0.61

Profile Output Table - Standard Table 2

Reach	River Sta	Profile	E.G. Elev	W.S. Elev	Vel Head	Frctn Loss	C & E Loss	Q Left	Q Channel	Q Right	Top Width

				(ft)	(ft)	(ft)	(ft)	(ft)
(cfs)	(cfs)	(cfs)	(ft)					
A	1945		PF 1	1004.55	1003.44	1.12	2.98	0.02
96.03	915.51	15.47	130.53					
A	1759		PF 1	1000.47	999.12	1.35	3.74	0.21
44.11	980.87	2.02	86.08					
A	1433		PF 1	996.49	995.86	0.63	3.72	0.09
100.49	839.13	87.38	184.84					
A	1160		PF 1	992.69	991.16	1.53	3.40	0.27
	1027.00		34.27					
A	919		PF 1	988.73	988.12	0.61	4.54	0.03
91.59	916.50	18.91	107.94					
A	482		PF 1	984.17	983.30	0.86	5.49	0.13
25.00	884.52	117.48	199.94					
A	0		PF 1	977.82	977.37	0.44		
9.76	886.03	131.21	234.73					

PROPOSED CONDITIONS

HEC-RAS Plan: 100 p River: A Reach: A Profile: PF 1

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl
			(cfs)	(ft)	(ft)	(ft)	(ft)	(ft/ft)	(ft/s)	(sq ft)	(ft)	
A	1945	PF 1	1027.00	995.50	1003.44	1003.44	1004.55	0.014384	8.96	180.13	130.53	0.73
A	1840		Culvert									
A	1759	PF 1	1027.00	992.00	999.59		1000.53	0.011270	8.13	184.14	111.90	0.67
A	1433	PF 1	1027.00	988.00	995.33	995.33	996.39	0.014321	8.70	182.34	139.40	0.74
A	1160	PF 1	1027.00	984.50	992.65		993.22	0.007541	6.16	196.85	106.80	0.55
A	919	PF 1	1027.00	982.50	992.86	987.33	992.89	0.000245	1.93	1166.10	320.90	0.12
A	730		Culvert									
A	482	PF 1	1027.00	977.50	983.30	983.30	984.17	0.013067	8.02	221.87	199.94	0.72
A	0	PF 1	1027.00	972.50	977.37	976.95	977.82	0.010003	5.74	276.44	234.73	0.61

PROPOSED CONDITIONS

BALLGROUND.rep

HEC-RAS Version 3.1.1 May 2003
U.S. Army Corp of Engineers
Hydrologic Engineering Center
609 Second Street, Suite D
Davis, California 95616-4687
(916) 756-1104

```
X     X  XXXXXX    XXXX        XXXX       XX      XXXX
X     X  X        X    X       X   X     X  X    X
X     X  X        X            X   X    X    X   X
XXXXXXX  XXXX     X       XXX  XXXX     XXXXXX    XXXX
X     X  X        X            X  X     X    X        X
X     X  X        X    X       X   X    X    X        X
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PROJECT DATA
Project Title: BALLGROUND
Project File : BALLGROUND.prj
Run Date and Time: 5/25/2005 8:40:52 AM

Project in English units

PLAN DATA

Plan Title: proposed conditions
Plan File : f:\My Documents\norton\ballground\hecras\BALLGROUND.p02

Geometry Title: proposed
Geometry File : f:\My Documents\norton\ballground\hecras\BALLGROUND.g02

Flow Title : 100 yr flood
Flow File : f:\My Documents\norton\ballground\hecras\BALLGROUND.f01

Plan Summary Information:
Number of: Cross Sections = 7 Mulitple Openings = 0
Culverts = 2 Inline Structures = 0
Bridges = 0 Lateral Structures = 0

Computational Information
Water surface calculation tolerance = 0.01
Critical depth calculaton tolerance = 0.01
Maximum number of interations = 20
Maximum difference tolerance = 0.3
Flow tolerance factor = 0.001

Computation Options
Critical depth computed only where necessary
Conveyance Calculation Method: At breaks in n values only
Friction Slope Method: Average Conveyance
Computational Flow Regime: Subcritical Flow

FLOW DATA

Flow Title: 100 yr flood
Flow File : f:\My Documents\norton\ballground\hecras\BALLGROUND.f01

Flow Data (cfs)

River	Reach	RS	PF 1
A	A	1945	1027

Boundary Conditions

River	Reach	Profile	Upstream	Downstream
A	A	PF 1		Normal S = 0.01

PROPOSED CONDITIONS

BALLGROUND.rep

GEOMETRY DATA

Geometry Title: proposed
Geometry File : f:\My Documents\norton\ballground\hecras\BALLGROUND.g02

CROSS SECTION

RIVER: A
REACH: A RS: 1945

INPUT
Description: STA 19+45
Station Elevation Data num= 13

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	1006	50	1004	180	1002	184	1000	188	998
191	996	192	995.5	193	996	196	998	199	1000
202	1002	223	1004	270	1006				

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	180	.05	202	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
180	202	186	186	.1	.3

CULVERT

RIVER: A
REACH: A RS: 1840

INPUT
Description:
Distance from Upstream XS = 85
Deck/Roadway Width = 50
Weir Coefficient = 2.6
Upstream Deck/Roadway Coordinates
num= 2

Sta Hi Cord	Lo Cord	Sta Hi Cord	Lo Cord
0	1005	500	1005

Upstream Bridge Cross Section Data
Station Elevation Data num= 13

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	1006	50	1004	180	1002	184	1000	188	998
191	996	192	995.5	193	996	196	998	199	1000
202	1002	223	1004	270	1006				

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	180	.05	202	.1

Bank Sta: Left	Right	Coeff Contr.	Expan.
180	202	.1	.3

Downstream Deck/Roadway Coordinates
num= 2

Sta Hi Cord	Lo Cord	Sta Hi Cord	Lo Cord
0	1005	500	1005

Downstream Bridge Cross Section Data
Station Elevation Data num= 11

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	1002	73	1000	177	998	181	996	184	994
188	992	193	994	197	996	202	998	207	1000
260	1002								

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	177	.05	202	.1

Bank Sta: Left	Right	Coeff Contr.	Expan.
177	202	.1	.3

Upstream Embankment side slope = 0 horiz. to 1.0 vertical
Downstream Embankment side slope = 0 horiz. to 1.0 vertical

```
Maximum allowable submergence for weir flow =     .95
Elevation at which weir flow begins         =    1005
Energy head used in spillway design         =
Spillway height used in design              =
Weir crest shape                            = Broad Crested

Number of Culverts =  3

Culvert Name     Shape      Rise    Span
Culvert #1      Circular       7
FHWA Chart # 1 - Concrete Pipe Culvert
FHWA Scale # 1 - Square edge entrance with headwall
Solution Criteria = Highest U.S. EG
Culvert Upstrm Dist  Length    Top n  Bottom n  Depth Blocked  Entrance Loss Coef   Exit Loss Coef
                85      50     .024     .024        0                  .5                1
Upstream   Elevation =  995
           Centerline Station =  190
Downstream Elevation =  994.5
           Centerline Station =  180

Culvert Name     Shape      Rise    Span
Culvert #2      Circular       7
FHWA Chart # 1 - Concrete Pipe Culvert
FHWA Scale # 1 - Square edge entrance with headwall
Solution Criteria = Highest U.S. EG
Culvert Upstrm Dist  Length    Top n  Bottom n  Depth Blocked  Entrance Loss Coef   Exit Loss Coef
                85      50     .024     .024        0                  .5                1
Upstream   Elevation =  995
           Centerline Station =  200
Downstream Elevation =  994.5
           Centerline Station =  190

Culvert Name     Shape      Rise    Span
Culvert #3      Circular     4.5
FHWA Chart # 1 - Concrete Pipe Culvert
FHWA Scale # 1 - Square edge entrance with headwall
Solution Criteria = Highest U.S. EG
Culvert Upstrm Dist  Length    Top n  Bottom n  Depth Blocked  Entrance Loss Coef   Exit Loss Coef
                85      50     .024     .024        0                  .5                1
Upstream   Elevation =  995
           Centerline Station =  210
Downstream Elevation =  994.5
           Centerline Station =  200

CROSS SECTION


RIVER: A
REACH: A                 RS: 1759

INPUT
Description: STA 17+59
Station Elevation Data    num=      11
     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev
       0    1002      73    1000     177     998     181     996     184     994
     188     992     193     994     197     996     202     998     207    1000
     260    1002

Manning's n Values        num=       3
     Sta   n Val     Sta   n Val     Sta   n Val
       0      .1     177     .05     202      .1

Bank Sta: Left   Right    Lengths: Left Channel   Right     Coeff Contr.   Expan.
          177     202              326     326     326             .1       .3

CROSS SECTION


RIVER: A
REACH: A                 RS: 1433

INPUT
Description: STA 14+33
Station Elevation Data    num=      11
     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev
       0     998      42     996     134     994     139     992     143     990
     146     988     151     990     155     992     159     994     239     996
     251     998
```

```
Manning's n Values        num=       3
     Sta   n Val     Sta   n Val     Sta   n Val
       0      .1     134     .05     159      .1

Bank Sta: Left   Right    Lengths: Left Channel   Right     Coeff Contr.   Expan.
           134     159              273     273     273             .1       .3

CROSS SECTION


RIVER: A
REACH: A                  RS: 1160

INPUT
Description: STA 11+60
Station Elevation Data    num=      15
     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev
       0     996      66     994      90     992     102     990     107     988
     112     986     116   984.5     119     986     123     988     127     990
     131     992     151     992     172     992     224     994     253     996

Manning's n Values        num=       3
     Sta   n Val     Sta   n Val     Sta   n Val
       0      .1      90     .05     131      .1

Bank Sta: Left   Right    Lengths: Left Channel   Right     Coeff Contr.   Expan.
            90     131              241     241     241             .1       .3

CROSS SECTION


RIVER: A
REACH: A                  RS: 919

INPUT
Description: STA 9+19
Station Elevation Data    num=      13
     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev
       0     994      33     992      73     990     111     988     168     986
     178     984     188   982.5     193     984     204     986     216     988
     228     990     320     992     366     994

Manning's n Values        num=       3
     Sta   n Val     Sta   n Val     Sta   n Val
       0      .1     168     .05     204      .1

Bank Sta: Left   Right    Lengths: Left Channel   Right     Coeff Contr.   Expan.
           168     204              437     437     437             .1       .3

CULVERT


RIVER: A
REACH: A                  RS: 730

INPUT
Description:
Distance from Upstream XS =     130
Deck/Roadway Width        =      50
Weir Coefficient          =     2.6
Upstream  Deck/Roadway Coordinates
    num=       2
     Sta Hi Cord Lo Cord     Sta Hi Cord Lo Cord
       0     996             500     996

Upstream Bridge Cross Section Data
Station Elevation Data    num=      13
     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev     Sta    Elev
       0     994      33     992      73     990     111     988     168     986
     178     984     188   982.5     193     984     204     986     216     988
     228     990     320     992     366     994

Manning's n Values        num=       3
     Sta   n Val     Sta   n Val     Sta   n Val
       0      .1     168     .05     204      .1

Bank Sta: Left   Right    Coeff Contr.   Expan.
           168     204             .1       .3
```

Downstream Deck/Roadway Coordinates
num= 2

Sta Hi Cord	Lo Cord	Sta Hi Cord	Lo Cord
0	996	500	996

Downstream Bridge Cross Section Data
Station Elevation Data num= 15

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	990	35	988	70	986	122	984	168	982
173	980	179	978	182	977.5	185	978	191	980
197	982	413	984	465	986	480	988	491	990

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	168	.05	197	.1

Bank Sta: Left	Right	Coeff Contr.	Expan.
168	197	.1	.3

Upstream Embankment side slope = 0 horiz. to 1.0 vertical
Downstream Embankment side slope = 0 horiz. to 1.0 vertical
Maximum allowable submergence for weir flow = .95
Elevation at which weir flow begins = 996
Energy head used in spillway design =
Spillway height used in design =
Weir crest shape = Broad Crested

Number of Culverts = 2

Culvert Name	Shape	Rise	Span
Culvert #1	Box	6	6

FHWA Chart # 8 - flared wingwalls
FHWA Scale # 1 - Wingwall flared 30 to 75 deg.
Solution Criteria = Highest U.S. EG

Culvert Upstrm Dist	Length	Top n	Bottom n	Depth Blocked	Entrance Loss Coef	Exit Loss Coef
130	192	.013	.013	0	.5	1

Upstream Elevation = 982
Centerline Station = 180
Downstream Elevation = 980
Centerline Station = 180

Culvert Name	Shape	Rise	Span
Culvert #2	Box	6	6

FHWA Chart # 8 - flared wingwalls
FHWA Scale # 1 - Wingwall flared 30 to 75 deg.
Solution Criteria = Highest U.S. EG

Culvert Upstrm Dist	Length	Top n	Bottom n	Depth Blocked	Entrance Loss Coef	Exit Loss Coef
130	110	.013	.013	0	.5	1

Upstream Elevation = 982
Centerline Station = 190
Downstream Elevation = 980
Centerline Station = 190

CROSS SECTION

RIVER: A
REACH: A RS: 482

INPUT
Description: STA 4+82
Station Elevation Data num= 15

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	990	35	988	70	986	122	984	168	982
173	980	179	978	182	977.5	185	978	191	980
197	982	413	984	465	986	480	988	491	990

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	168	.05	197	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
168	197	482	482	482	.1	.3

CROSS SECTION

RIVER: A
REACH: A RS: 0

PROPOSED CONDITIONS

BALLGROUND.rep

INPUT
Description: STA 0+00
Station Elevation Data num= 18

Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev	Sta	Elev
0	988	13	986	26	984	44	982	71	980
117	978	135	976	150	974	157	972.5	161	974
171	974.645	192	976	433	978	529	980	539	982
547	984	553	986	561	988				

Manning's n Values num= 3

Sta	n Val	Sta	n Val	Sta	n Val
0	.1	135	.05	192	.1

Bank Sta: Left	Right	Lengths: Left Channel	Right	Coeff Contr.	Expan.
135	192	0	0	.1	.3

SUMMARY OF MANNING'S N VALUES

River:A

Reach	River Sta.	n1	n2	n3
A	1945	.1	.05	.1
A	1840	Culvert		
A	1759	.1	.05	.1
A	1433	.1	.05	.1
A	1160	.1	.05	.1
A	919	.1	.05	.1
A	730	Culvert		
A	482	.1	.05	.1
A	0	.1	.05	.1

SUMMARY OF REACH LENGTHS

River: A

Reach	River Sta.	Left	Channel	Right
A	1945	186	186	186
A	1840	Culvert		
A	1759	326	326	326
A	1433	273	273	273
A	1160	241	241	241
A	919	437	437	437
A	730	Culvert		
A	482	482	482	482
A	0	0	0	0

SUMMARY OF CONTRACTION AND EXPANSION COEFFICIENTS
River: A

Reach	River Sta.	Contr.	Expan.
A	1945	.1	.3
A	1840	Culvert	
A	1759	.1	.3
A	1433	.1	.3
A	1160	.1	.3
A	919	.1	.3
A	730	Culvert	
A	482	.1	.3
A	0	.1	.3

Profile Output Table - Standard Table 1

Reach	River Sta	Profile	Q Total	Min Ch El	W.S. Elev	Crit W.S.	E.G. Elev	E.G. Slope	Vel Chnl	Flow Area	Top Width	Froude # Chl

				(cfs)	(ft)	(ft)	(ft)	(ft)
(ft/ft)	(ft/s)	(sq ft)	(ft)					
A	1945	PF 1		1027.00	995.50	1003.44	1003.44	1004.55
0.014384	8.96	180.13	130.53	0.73				
A	1840			Culvert				
A	1759	PF 1		1027.00	992.00	999.59		1000.53
0.011270	8.13	184.14	111.90	0.67				
A	1433	PF 1		1027.00	988.00	995.33	995.33	996.39
0.014321	8.70	182.34	139.40	0.74				
A	1160	PF 1		1027.00	984.50	992.65		993.22
0.007541	6.16	196.85	106.80	0.55				
A	919	PF 1		1027.00	982.50	992.86	987.33	992.89
0.000245	1.93	1166.10	320.90	0.12				
A	730			Culvert				
A	482	PF 1		1027.00	977.50	983.30	983.30	984.17
0.013067	8.02	221.87	199.94	0.72				
A	0	PF 1		1027.00	972.50	977.37	976.95	977.82
0.010003	5.74	276.44	234.73	0.61				

Profile Output Table - Standard Table 2

Reach	River Sta	Profile	E.G. Elev	W.S. Elev	Vel Head	Frctn Loss	C & E Loss	Q Left	Q Channel	Q Right	Top Width
			(ft)	(ft)	(ft)	(ft)	(ft)	(cfs)	(cfs)	(cfs)	(ft)
A	1945	PF 1	1004.55	1003.44	1.12						
								96.03	915.51	15.47	130.53
A	1840		Culvert								
A	1759	PF 1	1000.53	999.59	0.93	4.13	0.01				
								89.64	933.26	4.10	111.90
A	1433	PF 1	996.39	995.33	1.06	2.77	0.15				
								55.13	923.93	47.94	139.40
A	1160	PF 1	993.22	992.65	0.57	0.17	0.16				
								1.56	997.23	28.21	106.80
A	919	PF 1	992.89	992.86	0.04						
								315.55	595.77	115.68	320.90
A	730		Culvert								
A	482	PF 1	984.17	983.30	0.86	5.49	0.13				
								25.00	884.52	117.48	199.94
A	0	PF 1	977.82	977.37	0.44						
								9.76	886.03	131.21	234.73

ATTACHMENT 1

Phase II Report
NOT APPLICABLE