



**Fannin County Board of Commissioners  
Regular Scheduled Meeting**

~~February 28th, 2023 @ 6:00 p.m.~~

(50) March 14th  
**Jury Assembly Room  
Third Floor**

**OPENING OF REGULAR SCHEDULED MEETING:**

Present in meeting were Chairman Jamie Hensley, Post One Commissioner Johnny Searce, Post Two Commissioner Glenn Patterson, County Clerk Sherri L. Walker & County Attorney Lynn D. Doss.

Item #1: Invocation was led by Pastor Freddy Thomas. Pledge was led by Post One Commissioner Johnny Searce.

**UNFINISHED BUSINESS:**

Item #2: Board approval of the minutes from the February 28th, 2023 Regular Scheduled Meeting. Chairman Hensley made a motion first to approve the minutes of the February 28th, 2023 meeting. Motion made second by Post Two Commissioner Searce. Motion passed unanimously.

**NEW BUSINESS:**

Item #3: Board Discussion/Action on Variance Request from John F. & Karen A. Iampietro to build a carport 8 feet from the road. Ms. Iampietro was present for variance request. No parties were present to oppose variance. Chairman Hensley stated there was a letter from the neighbor not opposing the variance. Chairman Hensley asked for a motion to approve the variance request. Motion made first by Commissioner Patterson. Motion made second by Commissioner Searce. Motion passed unanimously.

Item #4: Board Discussion/Action on Variance Request from Calan Investments, LLC to build steps 22 feet from the road. No parties were present for the variance request. Chairman Hensley made a motion first to approve the variance request. Motion made second by Commissioner Searce. Motion passed unanimously.

Item #5: Board Discussion/Action – Recreation Director Eddie O’Neal – Engineering Study on Dam at Tom Boyd. Mr. O’Neal approached the Board to recommend that Reid Dyer at Hussey A. Bell do an engineer study in the amount of \$10,500.00. Mr. O’Neal stated this has been an ongoing issue with the rain keeping the field saturated. Chairman Hensley made a motion first to approve the engineer study on the Tom Boyd Dam in the amount of \$10,500.00 to be paid from SPLOST. Motion made second by Commissioner Searce. Motion passed unanimously.

Item #6: Board Discussion/Action – On Adoption of Resolution of Fannin County, Georgia Agreeing to Participate in the National Teva, Allergan, CVS, Walgreens, and Walmart Settlements and Agreeing to be Bound By an Anticipated Memorandum of Understanding Between The State of Georgia and Georgia Subdivisions Regarding the National Teva, Allergan, CVS, Walgreens, and Walmart Settlements. Chairman Hensley made a motion first to adopt the Resolution. Motion made second by Commissioner Searce. Motion passed unanimously.

**PUBLIC COMMENTARY:**

Public Commentary was made by Dan Anderson.

Closed at 6:19 p.m.

**EXECUTIVE SESSIONS:**

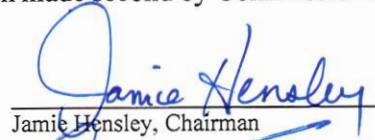
Chairman Hensley stated there was a need for Executive Session. Chairman Hensley made a motion to enter into Executive Session. Motion made second by Commissioner Searce. Motion passed unanimously. Entered into Executive Session at 6:20 p.m.

Chairman Hensley made a motion first to come out of Executive Session at 7:03 p.m. Motion made second by Commissioner Searce. Motion passed unanimously.

Chairman Hensley stated real estate was discussed with no decision at the time.

**CLOSING:**

Chairman Hensley made a motion to adjourn the meeting. Motion made second by Commissioner Searce. Motion passed unanimously. Adjourned at 7:03 p.m.

  
Jamie Hensley, Chairman

  
Johnny Searce, Post One Commissioner

  
Glenn Patterson, Post Two Commissioner

Attest:

  
Sherri L. Walker, County Clerk

## Fannin County Variance Request

Name John F. and Karen A. Iampietro Date 2/20/2023

Mailing Address 7 East Magnolia Court

City Southern Pines State: NC Zip 28387 Telephone 706-455-2345

Property Location 749 Davenport MH Map Reference 0042-022-02

District 7 Section 2 Land Lot Rd. 94 Deed Book 1187-792\*

Directions to site ASKA ROAD, RIGHT ONTO SNAKE NATION ROAD, .

Variance Requested carport 8 FEET FROM PROPERTY LINE.

Details:

carport 26x30

Reason for Variance

This is the only location for the carport to be built.

Customer Signature

Kathleen Mullen / Big Dawg Builders

Borders US Forest Service:

no

Meeting Date: Board of Comm. in the Jury Assembly room at 6.00 PM

3/14/2023

Received by County Clerk:

Sherie L. Webb

Agenda Confirmation Date:

3/14/2023

**NOTE: FANNIN COUNTY SHALL NOT BE RESPONSIBLE FOR THE FAILURE TO DELIVER PUBLIC SAFETY TO ANY PROPERTY ABOVE THIS EXCESSIVE SLOPE, ESPECIALLY, BUT NOT EXCLUSIVE OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES. THIS NOTICE SHALL BE PLACED BOTH ON THE FINAL PLAT AND DEED.**

**FANNIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR EROSION AND SEDIMENTATION OR WATER DAMAGE DUE TO THIS VARIANCE.**

Variance Accepted: Yes ☒ No ☐

Conditions of Variance:

Signed

James V. Hensley

Date

3/14/2023

Chairman, Fannin County Board of Commissioners



## Fannin County Variance Information Details

Variance Requestor: John & Karen Iampetro

8 How many feet from the property line?

Yes Letter from adjoining property owner.

N/A How many feet from the edge of the present road?

N/A How many feet from the centerline of the present road?

NO Has construction begun? If it has then you will need to stop construction until the variance is approved. \_\_\_\_\_

Applicant signature: Kathie Melum Date: 2/21/23

Road Name: Davenport Mtn Road

Is the road a County / Private / Subdivision Road? (Please Circle)

12' What is the road Right of Way or Easement?

N/A Gate Code?

Yes Has permit been applied for? or Permit Issued? NO du

Notes:

Only placement available on property.

Kathie Melum Variance Prepared By / Date: 2/21/23









Doc ID: 002837680001 Type: EASE  
Recorded: 02/02/2023 at 09:00:00 AM  
Fee Amt: \$25.00 Page 1 of 1  
Fannin Co. Clerk of Superior Court  
DANA CHASTAIN Clerk of Courts  
BK 1542 PG 393

**FANNIN COUNTY BUILDING DEVELOPMENT**

400 WEST MAIN STREET, SUITE 101, BLUE RIDGE, GA 30513  
OFFICE 706-632-8361, FAX 706-258-3695

**To whom it may concern,**

I, Joseph & Bonnie Hrynuk owner of, owner of parcel  
number 0000 02201, recorded in Deed Book  
264-540 of Fannin County, Georgia grant my  
permission for the adjoining property owner,  
John + Karen Iampietro at 749 Davenport Mtn Rd  
to build proposed carport, 2 feet from the  
property line.

Date: 1-23-2023

Property Owner: Joseph or Bonnie Hrynuk

Witness: Jessica M. Thrice

Notary Public: Richard W. Hughes  
expiration of Comm: 01-10-2025

GEORGIA, FANNIN COUNTY:  
I, Dana C. Chastain, Clerk of Superior Court  
of said County, do hereby certify that the  
foregoing is a true and correct copy of the  
original as appears of record in this office.  
IN WITNESS WHEREOF, I have this 11 day  
of Feb, 2023, affix my seal and signature  
Allison Payne, Dep.  
Dana C. Chastain, Clerk of Superior Court

## Fannin County Building Permit Application

Date: 2-20-2023

First Name: Last Name: Phone #: Alternate Phone #

John F + Karen A Lampietro

Street: City: State: Zip Code:

7 E Magnolia Ct Southern Pines NC 28387

Type of Construction:

☐ Power Only ☐ Commercial ☒ Residential ☒ New Home ☐ Shed ☐ Barn ☐ Garage ☐ Camper/ Rv

☒ Addition ☐ Basement ☐ Unfinished ☐ Finished

Dimensions:

☐ Manufactured Manufacturer  Year  Serial Number

Builder Name  Builder Phone

Site Directions:

749 Davenport Mtn. Road

☐ Deed Rcvd Deed Book  Plat Book  Map ID# 0040-022-02

911 Address 749 Davenport Mtn. RD Subdivision  Lot #

Lnd Lt:  Dst/Sct  Acres 1 Street Name

Previous Owner  LD Clerk SB Building Permit Fee 250.00

☐ In Protection District? ☐ Floodplain ☐ Driveway Installed? ☐ Borders USFS

☐ Instructed to go to Fannin County Health Department Type of Water:

Notes:

26 x 30 Carport, Detached

1. As required by Section 301 of the Fannin County ordinance, I understand that any developer/individual installing a driveway shall connect to a public road or a road which may become public (i.e. development road) shall do so in a manner that conforms to the sloping of the road and shall be installed in a manner that any run-off from the driveway is angled away from the road.
2. I am applying for a permit to install a structure on the above referenced property. I am responsible for insuring that the construction site and structure shall conform to the requirements of applicable Fannin County Ordinances, which govern construction within the unincorporated areas of Fannin county. It is acknowledged that the issuance of this permit does not constitute the issuance of any warranties or guarantees by Fannin County, Georgia, as to my construction.
3. I understand that the failure to comply with the requirements of Fannin County Ordinances or that the giving of false information on this application will void any permit issued and may result in penalties. All Permits expire in 12 months from the date of issuance.

Applicant Printed Name and Signature and Date Katrin Melump

Building Inspectors Approval Date: // Inspector



259

# Fannin County Building Permit Application

Date: 2-20-2023

First Name: Last Name: Phone #: Alternate Phone #

John F + Karen A Lampietro

Street: City: State: Zip Code:

7E Magnolia Ct Southern Pines NC 28387

Type of Construction:

☐ Power Only ☐ Commercial ☒ Residential ☒ New Home ☐ Shed ☐ Barn ☐ Garage ☐ Camper/ Rv

☒ Addition ☐ Basement ☐ Unfinished ☐ Finished

Dimensions:

☐ Manufactured Manufacturer Year Serial Number

Builder Name Builder Phone

Site Directions:

749 Davenport Mtn. Road

☐ Deed Rcvd Deed Book Plat Book Map ID# 0042-022-02

911 Address 749 Davenport Mtn. RD Subdivision Lot #

Lnd Lt: Dst/Sct Acres 1 Street Name

Previous Owner LD Clerk SB Building Permit Fee 250.00

☐ In Protection District? ☐ Floodplain ☐ Driveway Installed? ☐ Borders USFS

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Applicant Printed Name and Signature and Date Kaitlin Melump

Building Inspectors Approval Date: / / Inspector



#### Summary

Parcel Number 0042 02202  
 Account/Realkey 17230  
 Location Address 749 DAVENPORT MOUNTAIN ROAD  
 Legal Description 7-2 LL84 LT 3 DB1187-790\* 1.0ACS PHA 344-4  
 (Note: Not to be used on legal documents)  
 Class R3-Residential  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 Tax District COUNTY (District 01)  
 Millage Rate 14.021  
 Acres 1  
 Neighborhood ZONE 4 RURAL (1578)  
 Account Number 17230  
 Homestead Exemption No (\$0)  
 Landlot/District 84 / 07

[View Map](#)

#### Owner

IAMPIETRO JOHN F & KAREN A IAMPIETRO  
 7 E MAGNOLIA CT  
 SOUTHERN PINES, NC 28387

#### Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Small Parcels	Rural	5	1

#### Residential Improvement Information

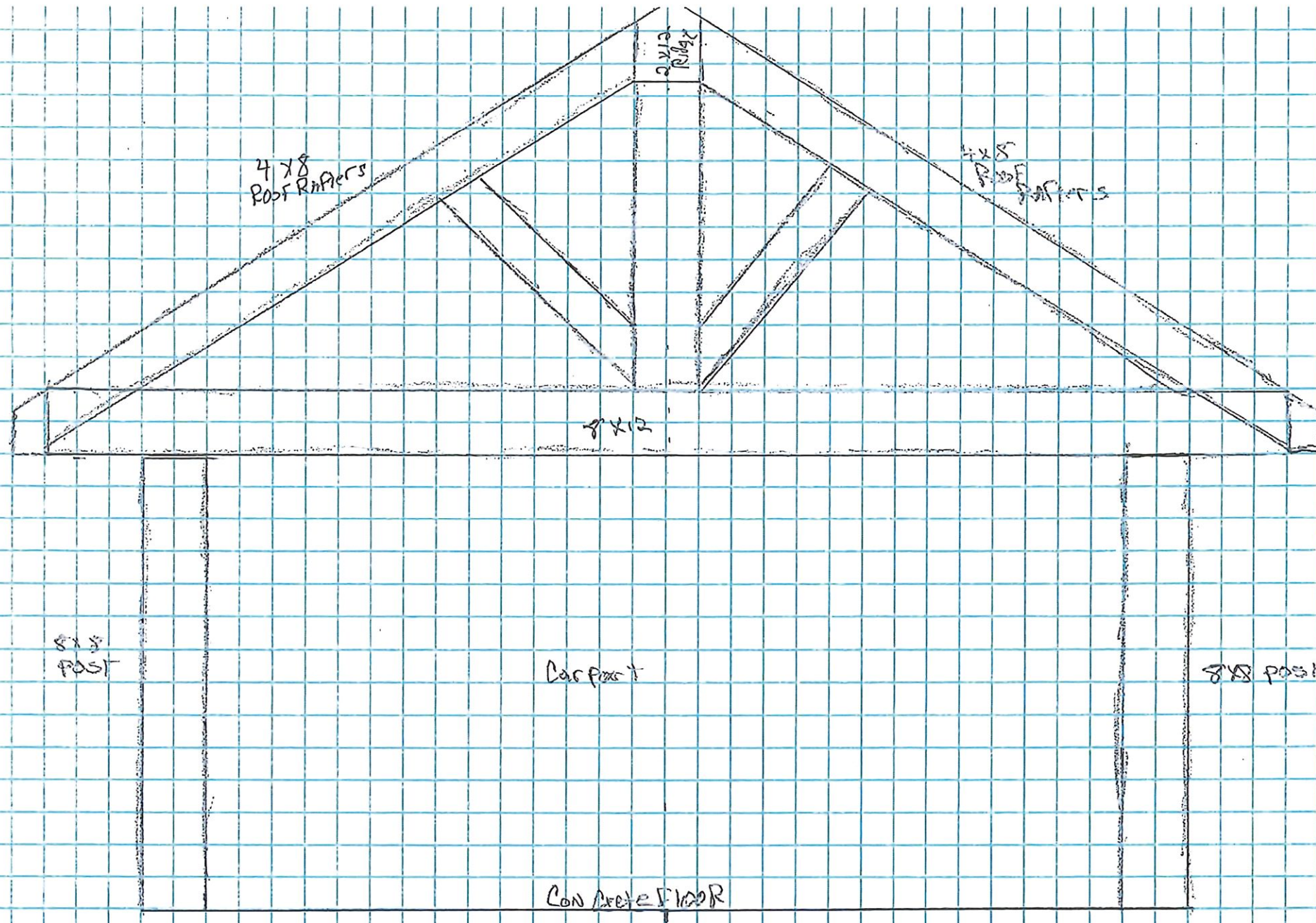
Style 2nd Hm, Vac Hm, Rental etc  
 Heated Square Feet 1989  
 Interior Walls Pine  
 Exterior Walls Log  
 Foundation Masonry  
 Attic Square Feet 221 - 100% Finished  
 Basement Square Feet 884 - 100% Finished  
 Year Built 1997  
 Roof Type Metal  
 Flooring Type Pine  
 Heating Type Central Heat/AC  
 Number Of Rooms 0  
 Number Of Bedrooms 0  
 Number Of Full Bathrooms 3  
 Number Of Half Bathrooms 0  
 Number Of Plumbing Extras 6  
 Value \$111,072  
 Condition Average

#### Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Home Site Improvement (Avg)	2017	0x0 / 1	1	\$5,000

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
11/15/2016	1187 790*	A344 4	\$312,000	Inven Incl in Sale	KLEIBL MARK & JANICE	IAMPIETRO JOHN F & KAREN A IAMPIETRO
2/11/2015	1118 570	A344 4	\$205,000	Suspicious Sale	HENSON DIRK S	KLEIBL MARK & JANICE
6/25/2007	797 42	A344 4	\$0	Quit Claim	HENSON DIRK S & DEBORAH E	HENSON DIRK S
2/23/2004	557 430		\$0	Quit Claim	HENSON DIRK S	HENSON DIRK S & DEBORAH E
2/23/2004	557 429		\$0	Quit Claim	HENSON DIRK S & DEBO	HENSON DIRK S
11/30/1998	310 670	A3444	\$0	Survivorship Deed	HENSON DIRK S	HENSON DIRK S & DEBO
8/14/1997	282 363	A3444	\$0	Quit Claim	FANNIN COUNTY BANK	GOLDEN RAY & REGINA
8/14/1997	273 59	A3444	\$115,000	Fair Market Value	GOLDEN RAY L & REGIN	HENSON DIRK S



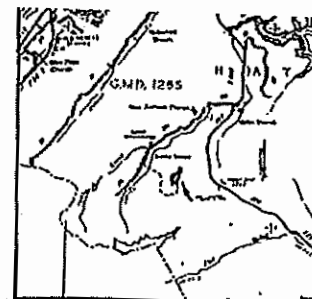


THIS MAP OR PLAN HAS BEEN  
CALCULATED FOR CLOSURE AND  
IS FOUND TO BE ACCURATE  
WITHIN ONE FOOT IN 1000 FEET.

ALL MATTERS OF  
TITLE EXCEPTED.

THE BEARINGS SHOWN ON THIS SURVEY WERE CALCULATED FROM A RANDOM TRAVERSE USING FIELD ANGLES AND A SINGLE MAGNETIC OBSERVATION. THE BEARINGS MAY DIFFER FROM PREVIOUS SURVEYS DUE TO MAGNETIC DECLINATION EVEN THOUGH THE PROPERTY LINES ARE THE SAME.

THIS SURVEY PERFORMED USING A  
~~TOTAL STATION~~ TOTAL STATION. A  
COMPUTER USED FOR ALL CALCULATIONS.

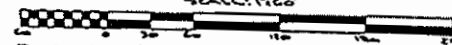


THE FIELD DATA UPON WHICH THIS MAP  
ON PLAT IS BASED HAS A CLOSURE  
PRECISION OF ONE FOOT IN 2000  
FEET AND AN ANGULAR ERROR OF 0.53  
PER HUNDRED POINT, AND WAS ADJUSTED  
USING COMMON RULE.

COMPILED PAGE FIVE  
RAY GOLDEN

REVERED LOT 2 OF C.D. & P.J. Sisson PROPERTY  
LAND LOT 24 7<sup>TH</sup> DISTRICT 2<sup>ND</sup> SECTION  
FANNING COUNTY, GA APRIL 29, 1977

9. 1. 1960



DATE: 10/10/1964

2015年12月15日

62 R.A.S. 44 1975

Feb. 20, 1964

**Don't Forget to Read**

606) 6-7-7 = 777

SUMMER REF: PLAY BY LAURENCE BISHOP FOR  
KAY GREEN DATED 11-16-96.  
PC.CIT.34



## Fannin County Variance Request

Name CALAN INVESTMENTS LLC (CHAD Luke) Date 3/2/2023

Mailing Address 203 RICHMOND HILL ROAD

City MONROE State: GA Zip 30655- Telephone (770) 364-7939

Property Location 287 LAKEVIEW CIRCLE Map Reference 0031-C-081

District 8 Section 2 Land Lot 270 Deed Book 1394-43

Directions to site MORGANTON HWY TO LAKEVIEW CIRCLE GO ABOUT A MILE ON LEFT RO 287 LAKEVIEW CIRCLE

Variance Requested REQUESTING TO BUILD 22 FEET FROM THE ROAD

Details: THE FRONT STEPS WOULD ACTUALLY BE THE FIRST CONSTRUCTION 22 FEET FROM THE ROAD .

Reason for Variance WANTING TO PLACE THE HOUSE EXACTLY WHERE THE PREVIOUS HOUSE WAS LOCATED ANE THE LOT IS STEEP TOWARD THE BACK.

Customer Signature Chad Luke

Borders US Forest Service:

Meeting Date: Board of Comm. in the Jury Assembly room at 6.00 PM

Received by County Clerk: Shirley W. Walker

Agenda Confirmation Date: 3/14/2023

**NOTE: FANNIN COUNTY SHALL NOT BE RESPONSIBLE FOR THE FAILURE TO DELIVER PUBLIC SAFETY TO ANY PROPERTY ABOVE THIS EXCESSIVE SLOPE, ESPECIALLY, BUT NOT EXCLUSIVE OF FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES. THIS NOTICE SHALL BE PLACED BOTH ON THE FINAL PLAT AND DEED.**

**FANNIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR EROSION AND SEDIMENTATION OR WATER DAMAGE DUE TO THIS VARIANCE.**

Variance Accepted: Yes ☒ No ☐

Conditions of Variance:

Signed James V. Henderson Chairman, Fannin County Board of Commissioners

Date 3/14/2023



## Fannin County Variance Information Details

Variance Requestor: Chad Luke - Calan Investments LLC

N/A How many feet from the property line?

N/A Letter from adjoining property owner.

22' How many feet from the edge of the present road?

32' How many feet from the centerline of the present road?

No Has construction begun? If it has then you will need to stop construction until the variance is approved. Has not

Applicant signature: Chad Luke Date: 3/2/23

Road Name: Lakeview Cir

Is the road a County / Private / Subdivision Road? (Please Circle)

32' What is the road Right of Way or Easement?

None Gate Code?

No Has permit been applied for? or Permit Issued? \_\_\_\_\_

Notes:

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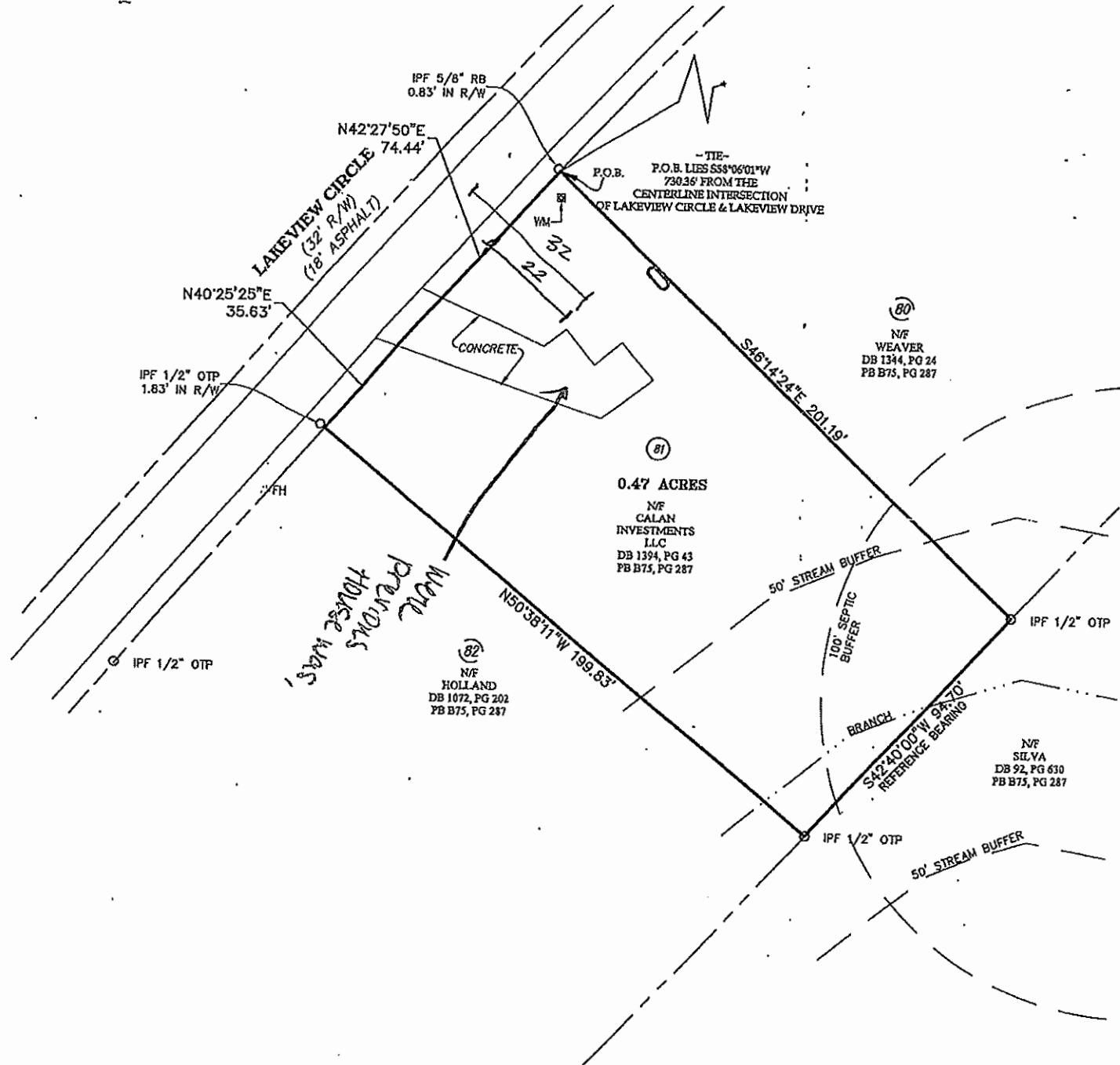
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Sharon Bude Variance Prepared By / Date: 3-2-2023

8/12/2021 8:10:05 AM  
 z:\proj\survey\2021 projects\21-566 287 lakeview circle\drawings\21-566 287 lakeview circle\_recover.dwg

- IPF = IRON PIN FOUND
- IPS = IRON PIN SET
- RB = REBAR
- = PROPERTY CORNER FOUND
- ⊙ = PROPERTY CORNER SET
- R/W = RIGHT OF WAY
- BH = BORE HOLE
- P = PROPERTY LINE
- PB = PLAT BOOK
- DB = DEED BOOK
- PG = PAGE
- P.O.B. = POINT OF BEGINNING
- N/F = NOW OR FORMERLY
- PP = POWER POLE
- ⊕ = POLE
- P- = POWER LINE
- WM = WATER METER
- OTP = OPEN TOP PIPE
- LP = LP TANK
- F.H. = FIRE HYDRANT





Type: WD  
Kind: WARRANTY DEED  
Recorded: 12/22/2020 12:59:00 PM  
Fee Amt: \$53.00 Page 1 of 1  
Transfer Tax: \$28.00  
Fannin Co. Clerk of Superior Court  
DANA CHASTAIN Clerk of Courts

Participant ID(s): 5326585109,  
7067927936

BK 1394 PG 43

Return Recorded Document to:  
CHALKER AND CHALKER, P.C.  
3550 GEORGE BUSBEE PARKWAY, SUITE 100  
KENNESAW, GA 30144

WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF COBB

File #: 20-12064

This Indenture made this 21st day of December, 2020 between DONALD S. REYNOLDS and BRENDA I. REYNOLDS, of the County of COBB, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and CALAN INVESTMENTS LLC, a Georgia Limited Liability Company, parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 270 OF THE 8TH DISTRICT, 2ND SECTION, FANNIN COUNTY, GEORGIA, BEING LOT 81 OF THE CLAUDE W. MERRITT LAKEVIEW SUBDIVISION, AS PER PLAT RECORDED IN PLAT BOOK 3, PAGE 287, FANNIN COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

PROPERTY ADDRESS: 287 LAKEVIEW CIRCLE, MORGANTON, GEORGIA 30560

PARCEL ID: 0031 C 081

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 behoove of the said Grantees, in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

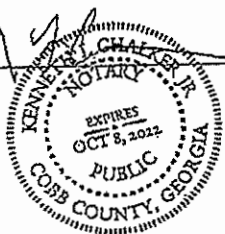
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Anastasia Thickett  
Witness

[Signature]  
Notary Public



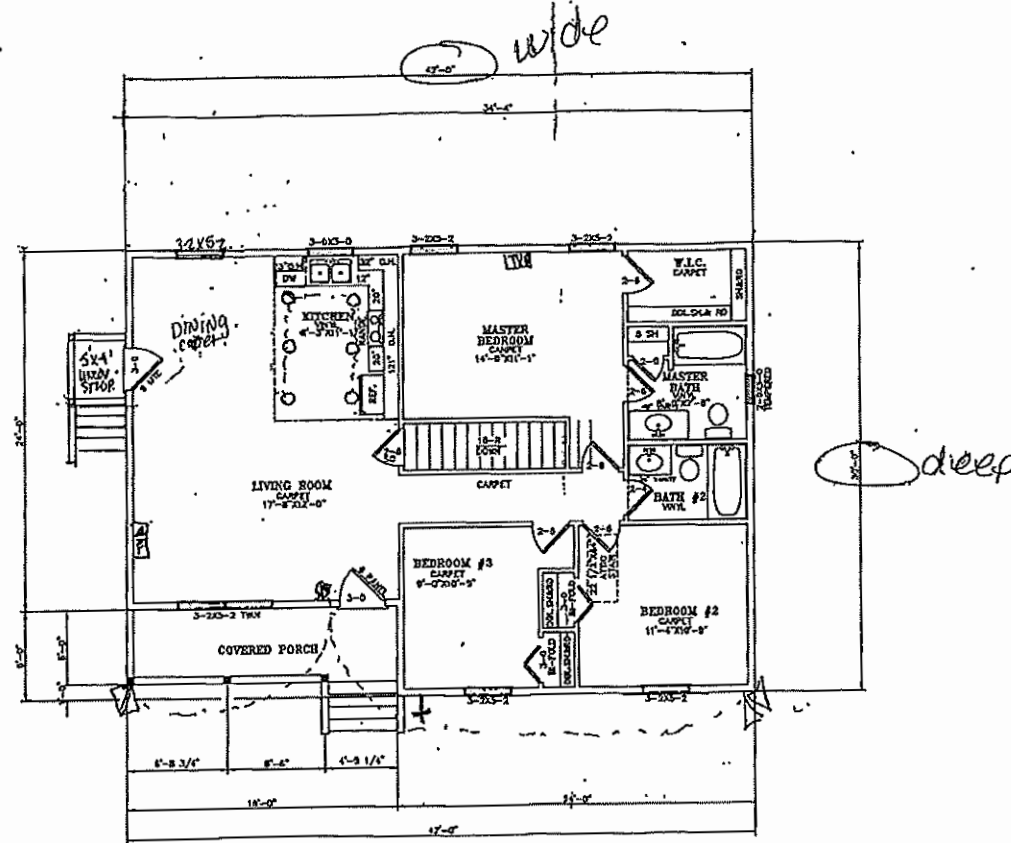
[Signature] (SEAL)  
DONALD S. REYNOLDS

[Signature]  
BRENDA I. REYNOLDS

\_\_\_\_ (SEAL)

\* Add approx 1152 SF unfinished basement w/ 9' paired walls w/ step downs & daylight framed walls, (to include stub outs & 3 fixtures - drains only)

NOTED  
LAYOUT FROM  
THIS CORNER



FLOOR PLAN

SITE DROP	
	POWER
	POWER PANEL
	SEWER
	WATER
	HOSE BIBB
	GAS LINE

PER SITE MEET	
APPROX FRONT PORCH HEIGHT	0'-0"
APPROX REAR PORCH HEIGHT	0'-0"

\*\*\*NOTE\*\*\*  
DIMENSIONS ON PLANS ARE TO SCALE, AND MAY VARY SLIGHTLY, DUE TO CONSTRUCTION, OR CONTRACTOR

\*\*\*NOTE\*\*\*  
INTERIOR OPENINGS ON PLANS ARE TO BE CENTERED ON WALL OR TO BE SET 4" FROM CORNER UNLESS OTHERWISE DIMENSIONED ON PLANS

\*\*\*NOTE\*\*\*  
ANY PORCHES/DECKS/SKIPS OVER 9' TALL MAY REQUIRE ADDITIONAL ENGINEERING/MATERIAL AT THE CUSTOMER'S EXPENSE

9' CEILINGS

ZIP SYSTEM SHEATHING

2x6 EXTERIOR WALLS UNLESS OTHERWISE NOTED	SHEET	1
	FLOOR PLAN	1
AREAS	152 SF	152 SF
	152 SF	152 SF
FRONT PORCH	152 SF	152 SF
	152 SF	152 SF
SKIP	152 SF	152 SF
	152 SF	152 SF
BACKYARD	152 SF	152 SF
	152 SF	152 SF
PROPERTY OF	Trinity	15230 Highway 515 South
	Custom Homes dba	Ellijay, GA 30536
THE	Frontier	Phone 706-273-7139
	Chad Luke	

Chad Luke 12/17/22



#### Summary

Parcel Number 0031 C 081  
 Account/Realkey 5374  
 Location Address 287 LAKEVIEW CIRCLE  
 Legal Description 8-2 LL270 LT81 DB1394-43 .48ACS  
 (Note: Not to be used on legal documents)  
 Class R3-Residential  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 Tax District COUNTY (District 01)  
 Millage Rate 14.021  
 Acres 0.48  
 Neighborhood LAKEVIEW S/D (00352)  
 Account Number 5374  
 Homestead Exemption No (\$0)  
 Landlot/District 270 / 08

[View Map](#)

#### Owner

CALAN INVESTMENTS LLC  
 203 RICHMOND HILL ROAD  
 MONROE, GA 30655

#### Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Residential	LAKEVIEW S/D	Lot	20,800	104	200	0.48	1

#### Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Home Site Improvement (Avg)	2017	0x0 / 1	1	\$5,000

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/21/2020	1394 43	B75 287	\$28,000	Not Market Value	REYNOLDS DONALD & BRENDA L	CALAN INVESTMENTS LLC
8/14/1998	300 595	B75 287	\$0	Survivorship Deed	REYNOLDS DONALD	REYNOLDS DONALD & BRENDA L
8/14/1998	300 585	3 287	\$35,000	Fair Market Value	FOSTER JOHN E	REYNOLDS DONALD
1/20/1998	282 189	3 287	\$20,000	1/2,1/9,1/4,2/3 Int	FOSTER JOHN E & ETAL	FOSTER JOHN E
8/31/1992	188 791	3 287	\$0	Gift	CYPHERS ROBERT ALLEN	FOSTER JOHN E & ETAL
7/9/1990	162 438	3 287	\$21,000	Fair Market Value		CYPHERS ROBERT ALLEN

#### Valuation

	2022	2021	2020	2019	2018
Previous Value	\$71,236	\$93,735	\$92,535	\$92,535	\$75,154
Land Value	\$29,000	\$29,000	\$29,000	\$27,800	\$27,800
+ Improvement Value	\$0	\$37,235	\$59,735	\$59,735	\$59,735
+ Accessory Value	\$5,000	\$5,001	\$5,000	\$5,000	\$5,000
Current Value	\$34,000	\$71,236	\$93,735	\$92,535	\$92,535

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

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

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Last Data Upload: 3/1/2023, 7:19:32 PM

Developed by  
 Schneider  
 GEOSPATIAL

Version 2.3.250

**A RESOLUTION OF FANNIN COUNTY, GEORGIA ("COUNTY")  
AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN,  
CVS, WALGREENS, AND WALMART SETTLEMENTS AND AGREEING  
TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF  
UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND  
GEORGIA SUBDIVISIONS REGARDING THE NATIONAL TEVA,  
ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS.**

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the "New Opioid Settlements") with certain states, including the State of Georgia, and subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the "State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements" previously agreed to by the County; and

WHEREAS, the County desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE FANNIN COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the New Opioid Settlements.

Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 3. The County Board of Commissioners hereby appoints James V. Hensley, II as the duly-appointed representative of the County for the purposes of participating in the New Opioid Settlements and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.



Section 4. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute any document necessary to demonstrate the County's agreement to be bound by the Memorandum of Understanding.

Section 5. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). Blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as Exhibit A.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Fannin County Board of Commissioners, held on March 14th, 2023.

James V. Hensley  
Chairman, Board of Commissioners

ATTEST:

Sherril L. Walker  
County of Fannin



**EXHIBIT A**

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Participation Forms for the New Opioid Settlements

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☒ Yes     ☐ No

Governmental Entity:	<u>Fannin County Government</u>	State:	<u>Ga.</u>
Authorized Signatory:	<u>James V. Hensley II</u>		
Address 1:	<u>400 West Main St. Suite 100</u>		
Address 2:			
City, State, Zip:	<u>Blue Ridge, Ga. 30513</u>		
Phone:	<u>706-632-2203</u>		
Email:	<u>jhsensley@fannincountyga.org</u>		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Allergan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: James V. Hensley II

Name: James V. Hensley, II

Title: Chairman

Date: 3/14/23

Exhibit K  
Subdivision and Special District Settlement Participation Form

Governmental Entity:	Fannin County Government	State:	Ga.
Authorized Signatory:	James V. Hensley, Jr.		
Address 1:	400 West Main St., Suite 100		
Address 2:			
City, State, Zip:	Blue Ridge, GA. 30513		
Phone:	706-632-2203		
Email:	jhensley@fannincountyga.org		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Teva Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: James V. Hensley II  
Name: James V. Hensley, II  
Title: Chairman  
Date: 3/14/2023

## EXHIBIT K

### Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☒ Yes    ☐ No

Governmental Entity:	Fannin County Government	State:	Ga.
Authorized Signatory:	James V. Hensley, Jr.		
Address 1:	400 West Main St. Suite 100		
Address 2:			
City, State, Zip:	Blue Ridge, GA, 30513		
Phone:	706-632-2203		
Email:	jensley@fannincountyga.org		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: James V. Hensley, II  
Name: James V. Hensley, II  
Title: Chairman  
Date: 3/14/2023

## EXHIBIT K

### Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☒ Yes      ☐ No

Governmental Entity:	Fannin County Government	State:	Ga.
Authorized Signatory:	James V. Hensley Jr.		
Address 1:	400 West Main St., Suite 100		
Address 2:			
City, State, Zip:	Blue Ridge, GA. 30513		
Phone:	706-632-2203		
Email:	jhensley@fannincountyga.org		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("Walgreens Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: James V. Hensley, II  
Name: James V. Hensley, II  
Title: Chairman  
Date: 3/14/2023

**EXHIBIT K**

**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[ ☒ ] Yes      [ ☐ ] No

Governmental Entity: <u>Fannin County Government</u>	State: <u>Ga.</u>
Authorized Official: <u>James V. Hensley</u>	
Address 1: <u>400 W. Main St., Suite 100</u>	
Address 2:	
City, State, Zip: <u>Blue Ridge, GA. 30513</u>	
Phone: <u>706-632-2283</u>	
Email: <u>jhsensley@fannincountyga.org</u>	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:

James V. Hensley, II

Name:

James V. Hensley, II

Title:

Chairman

Date:

3/14/2023

