

Before the
Surface Transportation Board
Washington, D.C. 20423

ENTERED
Office of Proceedings
April 17, 2017
Part of
Public Record

STB Docket No. AB 1242

HARTWELL FIRST UNITED METHODIST CHURCH
-ADVERSE ABANDONMENT AND DISCONTINUANCE-
THE GREAT WALTON RAILROAD COMPANY, INC.,
IN HART COUNTY, GA

PETITION FOR RECONSIDERATION OF WAIVER OF FILING FEES
AND REQUEST TO HOLD THE MATTER IN ABEYANCE UNTIL
A DETERMINATION IS MADE BY THE BOARD

Expedited Consideration Is Requested.

The Hartwell Railroad Company (HRC)¹ and The Great Walton Railroad Company, Inc. (GWRC),² by and through counsel, file this petition asking the Board to reconsider the decision of the Chief, Section of Administration, Office of Proceedings, that is said to have granted the applicant's request for a waiver

¹ As explained in the accompanying petition to dismiss, HRC should be summarily dismissed from this proceeding. HRC is the owner of a line of railroad that extends approximately 48.3 miles between Elberton and Toccoa, Georgia. See *Hartwell Railroad Company—Acquisition and Operation Exemption—Line of Norfolk Southern Railway Company*, F.D. No. 32675, March 24, 1995 (60 Fed. Reg. 16665, March 31, 1995). HRC does not have any interest in the line of railroad that extends from Milepost 0.0 (Survey Station 0.0) in Hartwell, GA to Milepost 9.63 (Service Station 508+32.8) at Bowersville, GA, where there is a connection to GWRC's line of railroad at Milepost 48.8 of HRC's tracks. See Valuation Maps of the Hartwell Railway Company, dated June 30, 1916, attached hereto as Attachments 1-4.

² GWRC is the owner and operator of the track between Hartwell and Bowersville. It also operates over the line between Elberton and Toccoa pursuant to a trackage rights exemption granted by the ICC in F.D. 32676, *Great Walton Railroad Company, Inc. d/b/a Hartwell Railroad Company—Trackage Rights Exemption—Hartwell Railroad Company*.

of the filing fees in this proceeding. GWRC first learned of the waiver on April 14, 2017, when it received a copy of applicant's Adverse Abandonment application. That application was accompanied by a transmittal letter, dated March 16, 2017, in which the statement is made that "[t]he Board previously granted Applicant a waiver of the filing fees in this proceeding."

The Decision To Waive The Filing Fee Conflicts With The Board's General Policy Not To Waive Or Reduce Filing Fees.

49 C.F.R. § 1002.2 reads as follows:

(e)Waiver or reduction of filing fees. It is the general policy of the Board not to waive or reduce filing fees except as described below:

(1) Filing fees are waived for an application or other proceeding which is filed by a federal government agency, or a state or local government entity. For purposes of this section the phrases "federal government agency" or "government entity" do not include a quasi-governmental corporation or government subsidized transportation company.

(2) In extraordinary situations the Board will accept requests for waivers or fee reductions in accordance with the following procedure:

(i)When to request. At the time that a filing is submitted to the Board the applicant may request a waiver or reduction of the fee prescribed in this part. Such request should be addressed to the Chief, Section of Administration, Office of Proceedings, Surface Transportation Board.

(ii)Basis. The applicant must show the waiver or reduction of the fee is in the best interest of the public, or that payment of the fee would impose an undue hardship upon the requestor.

(iii)Board action. The Chief, Section of Administration, Office of Proceedings, Surface Transportation Board will notify the applicant of the decision to grant or deny the request for waiver or reduction.

As a preliminary matter, the applicant is not a state or local government entity and, therefore, would not be entitled to the automatic waiver afforded such entities by 49 C.F.R. § 1002.2(e)(1). Nor can the applicant satisfy the requirements of § 1002.2(e)(2), which imposes a requirement that either “[t]he applicant must show the waiver or reduction of the fee is in the best interest of the public, or that payment of the fee would impose an undue hardship upon the requestor.” As the Board pointedly recognized in *Norfolk Southern Railway Company—Adverse Abandonment—St. Joseph County, IN*, STB Docket No. AB-290 (Sub-No. 286), slip op. at 7 (STB served Feb. 14, 2008), *aff’d sub nom City of South Bend, IN v. STB*, 566 F.3d 1166 (D.C. Cir. 2009), the purpose of its statutory power:

is to prevent interstate commerce from being unreasonably interfered with, and to shield useful rail properties from annexation for the benefit of local interests. To justify withdrawing our protective jurisdiction over a rail line, we require a greater showing than that a local activity, however meritorious, would be somehow enhanced if the line were to be abandoned.

Here, the applicant has conducted its religious and other beneficial activities for over 130 years, notwithstanding the presence of the tracks, and in years past, rail operations over the tracks. While the applicant (for its own narrowly described purposes) would like to get rid of the tracks, there is nothing to suggest that the resumption of rail service will unreasonably interfere with the applicant’s activities.

In a letter addressed to Cynthia T. Brown, Chief, Section of Administration, Office of Proceedings, dated May 25, 2016, the applicant claimed that waiver of the filing fees “will mean that needed funds are not diverted from the public benefits that will flow from the proposed development, or impact the Church’s ability to pursue its charitable mission.”³ The applicant also claimed that “the payment of over \$25,000 in filing fees would impose a hardship on Hartwell First, and on the work that it does in and for the community.”⁴

**Applicant has not shown any undue hardship
that would justify waiver of the filing fee.**

Such statements do not show that payment of the filing fees would impose an undue hardship on the applicant. In fact, no showing has been made or can be made that payment of the published fee would impose an undue hardship upon the applicant. In an undated public statement made by the applicant to solicit support for its attack on the railroad, Joe Whittemore, Chair of Applicant’s Task Force, which is seeking to remove the railroad, claimed that “[o]ver the past ten years, the church has invested over \$3.5 million in downtown Hartwell on improvements and additions to their campus based on the belief and understanding that the land under the tracks would revert to the church.”⁵

³ Attachment 5 at 2.

⁴ *Id.*

⁵ “*TORCH PROJECT CONCERNS CHURCH, Hartwell First United Methodist Church Fears Detrimental Effect*” at 1 (Attachment 6).

Such claims were also expressed in a May 21, 2015, letter to the Board of Directors, T.O.R.C.H. of Hartwell, Inc., written by Dr. R. Allen Stewart, the applicant's Senior Pastor. As stated therein, "[o]ur church has spent well over \$3.5 million since 2007 to acquire the yarn plant, construct Phase I of building expansion plans, and construct facilities and parking areas based on hopes and dreams of contiguous land to facilitate our mission."⁶ Given such expenditures to expand its own facilities, the applicant's suggestion that payment of the required fee would be a hardship must be viewed with extreme skepticism.

Any hardship on the applicant must be weighed against the certain hardship that the adverse abandonment proceeding would have on a small short line railroad that is trying to provide service to an existing customer. Because the Board is charged with the responsibility to prevent interference with interstate commerce, the Board should not encourage the filing of adverse abandonment applications by waiving filing fees by other than governmental entities.

In this case, the Board should carefully note that when the applicant at great cost acquired the property to the south of GWRC's line of railroad, it was aware that the two parcels of its real property were separated by multiple tracks. It was also aware that the mainline track had been in place since 1880 and that the "spur" track, which was initially used to provide service to the

⁶ Attachment 7.

former Farmers' Union Warehouse and the Perfect Pea Picker plant before being converted into a runaround track in 1919, had been in place since before 1916. As the applicant was also aware, in 1924, the Southern Railway sold its controlling interests in the Hartwell Railway to local prominent businessmen who, until they sold the assets to GWRC in 1990, operated the railroad and utilized every part of the tracks in the process. Despite applicant's knowledge of these facts, it chose to proceed with its purchases of real property on both sides of the tracks.

Furthermore, shortly after it acquired the parcel of real property to the south of the tracks, the applicant entered into two crossing agreements with the railroad that reflect the railroad's reservation of its "paramount right to continue to occupy, possess and use the area of the crossing for any and all railroad purposes."⁷ As part of the crossing agreements, respectively dated December 20, 2007 and August 1, 2008, the applicant contractually agreed to the explicit provision in ¶ 11 of both Agreements that it "*shall not at any time own or claim any right, title or interest in or to railroad's property occupied by Licensee's crossing, nor shall the exercise of this Agreement for any length of time give rise to any title to said property or any right or interest in Licensee other than the license created hereby.*" *Id.*

Unbeknownst to GWRC, the applicant had no intent to honor these agreements. As a review of the August 1, 2008 Agreement reflects, the

⁷ Certified copies of Agreements dated December 20, 2007, and August 1, 2008, are attached as Attachments 8 and 9

applicant attached a copy of its Project 06067 “C100 Site Plan,” dated July 2007. That drawing plainly reflects the location of all of GWRC’s tracks. The applicant did *not* disclose that even *before* the applicant signed the December 2007 Agreement, it had already commissioned drawings that called for the ***destruction and removal of the railroad tracks as part of its Project 06067.*** These undisclosed drawings, also dated July 7, 2007, were part of the applicant’s Project 06067, reflect the following notes:

- **“CONTRACTOR TO REMOVE PIPES IF RAILROAD DEMOLITION CONTRACTOR DID NOT”** *See GWRC Attachment 10.*
- **“TRACKS TO BE DEMOLISHED BY OTHERS”** *See GWRC Attachment 11.*
- **“STORMWATER PIPE TO REMAIN AFTER DEMOLITION OF TRACKS.”** *See GWRC Attachment 11.*

Another plat involving applicant’s construction of a new gymnasium to replace an existing gymnasium, dated October 3, 2007, reflects the statement that:

- **HARTWELL RAILROAD TO BE REMOVED.** *See GWRC Attachment 12.*

If GWRC had been advised of applicant’s actual plans, it would not have granted crossing licenses to applicant. Nor would it have agreed to the temporary removal of any portion of the tracks that it was not using at that time. However, in good faith, GWRC agreed to work with the City and the applicant based on the fully disclosed understanding that it had *no intent to*

abandon the tracks and, if a future need developed, it intended to resume rail operations over such tracks.

The waiver of the filing fee cannot be squared with Board precedent denying similar relief to other religious orders.

Although Board staff has agreed to waive the filing fee, the Board's attention is invited to the fact that when counsel for the Brothers of Holy Cross and the Sisters of the Holy Cross inquired about a waiver of the filing fee in what would later be docketed as AB-290 (Sub. No. 286), *Norfolk Southern Railway Company – Adverse Abandonment – In St. Joseph County, IN*, he was informed that a waiver would not be granted. It was only after the City of South Bend joined with the religious orders that the filing fee was waived. Here, of course, the City has *not* joined with the applicant in seeking the abandonment of the tracks. In any event, it is respectfully submitted that there is no rational basis to treat one religious order in one fashion and treat a different religious order in a different manner.

Applicant's claim of undue hardship must be viewed in light of parallel litigation instituted before a state court.

Finally, the Board should note that instead of pursuing its relief before the Board, the applicant has simultaneously engaged in extraneous and expensive collateral attacks on the Board's exclusive jurisdiction by bringing state court actions that have interfered with interstate commerce and prevented GWRC from restoring the temporarily removed tracks that are once again needed to provide safe and economical future rail service. Despite the fact that GWRC has attempted to restore its rails in the exact location where

they were prior to their temporary removal (the ballast and crossties were never removed but were covered over by the applicant's landscapers), the applicant has invoked the jurisdiction of the Superior Court of Hart County to halt the rehabilitation of a portion of a line of railroad that has been used by GWRC and its successors-in-interest in the performance of interstate commerce for over a century.⁸ Contrary to the provisions of 49 U.S.C. § 10501(b)(1), which provide the Board with exclusive jurisdiction over the routes, services, and facilities of rail carriers, and § 10501(b)(2), which also bestows exclusive jurisdiction on the Board over the "operation, abandonment, or discontinuance of spur" tracks,⁹ the Superior Court of Hart County has entered an Order Granting Emergency Injunction. Since November 28, 2016, that Order has halted work on GWRC's tracks that is urgently required for it to provide adequate, safe and economical rail service consistent with its common-carrier obligations.

⁸ *Hartwell First United Methodist Church, Inc. v. Hartwell Railroad Company, Inc., F/K/A Hartwell Railway, and Great Walton Railroad Company*, Civil Action No. 16 HV00611M. A timely Notice of Removal to the United States District Court for the Middle District of Georgia was filed and the matter was docketed as *Hartwell First United Methodist Church, Inc. v. Hartwell Railroad Company, Inc., F/K/A Hartwell Railway, and Great Walton Railroad Company*, Case No. 3:15-CV-169. By Order dated March 3, 2017, the case was remanded to the state court when the court determined that there is not complete preemption.

⁹ In 49 U.S.C. § 10501(b), Congress expanded the Board's exclusive jurisdiction over transportation to include the construction, acquisition, operation, abandonment, or discontinuance of spur, industrial, team, switching, or side tracks, or facilities, even if the tracks are located, or intended to be located, entirely in one State. However, even though Congress, in 49 U.S.C. § 10906, withheld from the Board authority to exercise its jurisdiction over such tracks under chapter 109 of Title 49, it has been recognized that ICCTA preemption applies broadly to operations on both main line and auxiliary spur and industrial track. *Cedarapids, Inc. v. Chicago, Cent. & Pac. R.R.*, 265 F. Supp. 2d 1005, 1013-14 (N.D. Iowa 2003).

Plainly, the applicant's actions have deliberately and knowingly interfered with the *Board's sole jurisdiction over abandonments* pursuant to 49 U.S.C. § 10903. Such actions have required GWRC to expend scarce financial resources to protect its right to continue holding out needed services consistent with its statutory common carrier obligations. Given these actions, the Board should consider whether to request the Attorney General of the United States to bring appropriate court proceedings to prevent continuing activities that (i) contravene the Board's exclusive jurisdiction over rail carriers and their facilities, and (ii) interfere with the Board's sole jurisdiction over abandonments pursuant to 49 U.S.C. § 10903.

At a minimum, the Board is respectfully requested to reconsider the waiver and disclose the basis for any departure from its general policy "not to waive or reduce filing fees." Given the circumstances of this case and the applicant's well-financed efforts to prevent GWRC from restoring its tracks, the Board should adhere to its "general policy" of not waiving filing fees and formally stay further consideration of this matter until the applicant pays the published filing fee.

GWRC respectfully requests the Board to give this matter expedited consideration and hold this matter in abeyance until it reaches a decision on this petition. It also requests the Board to establish a new time to file replies to the adverse abandonment application that would authorize the filing of protests 45 days following service of the Board's decision regarding this petition.

Respectfully submitted,

/s/ Richard H. Streeter

Richard H. Streeter
Law Office of Richard H. Streeter
5255 Partridge Lane, N.W.
Washington, D.C. 20016

April 18, 2017

Certificate of Service

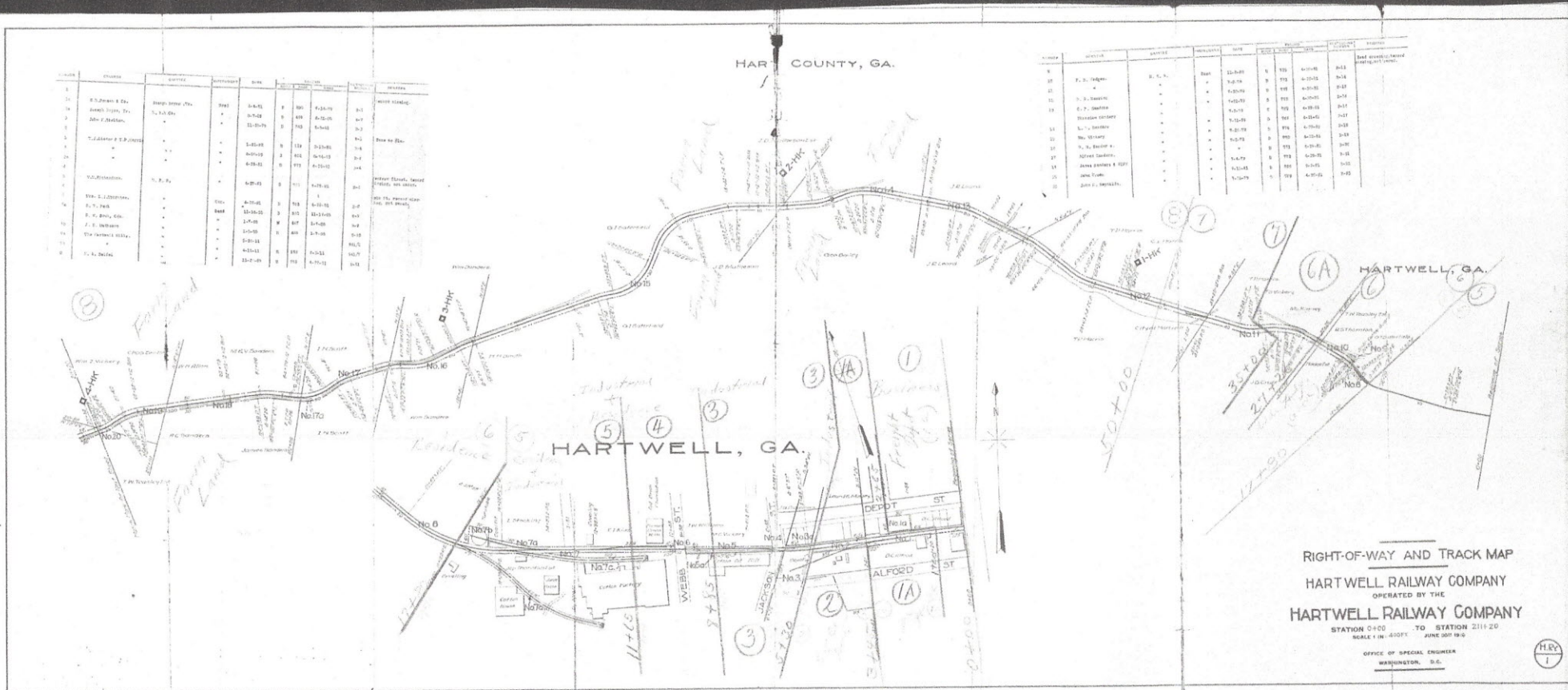
I, Richard H. Streeter, do hereby certify that on April 18, 2017, a true copy of this petition has been served on Eric M. Hocky, Clark Hill PLC, One Commerce Square, 2005 Market Street, Suite 1000, Philadelphia by email at ehocky@clarkhill.com and by first-class mail, postage prepaid.

/s/Richard H. Streeter

HART COUNTY, GA.

Station	Owner	Address	Remarks	Notes	Survey	Area	Value	Assessment
1	F. S. Taylor	211 N. 1st St.	211	11-11-11	11	111	111	111
2	"	"	"	11-11-11	11	111	111	111
3	"	"	"	11-11-11	11	111	111	111
4	"	"	"	11-11-11	11	111	111	111
5	"	"	"	11-11-11	11	111	111	111
6	"	"	"	11-11-11	11	111	111	111
7	"	"	"	11-11-11	11	111	111	111
8	"	"	"	11-11-11	11	111	111	111
9	"	"	"	11-11-11	11	111	111	111
10	"	"	"	11-11-11	11	111	111	111
11	"	"	"	11-11-11	11	111	111	111
12	"	"	"	11-11-11	11	111	111	111
13	"	"	"	11-11-11	11	111	111	111
14	"	"	"	11-11-11	11	111	111	111
15	"	"	"	11-11-11	11	111	111	111
16	"	"	"	11-11-11	11	111	111	111
17	"	"	"	11-11-11	11	111	111	111
18	"	"	"	11-11-11	11	111	111	111
19	"	"	"	11-11-11	11	111	111	111
20	"	"	"	11-11-11	11	111	111	111

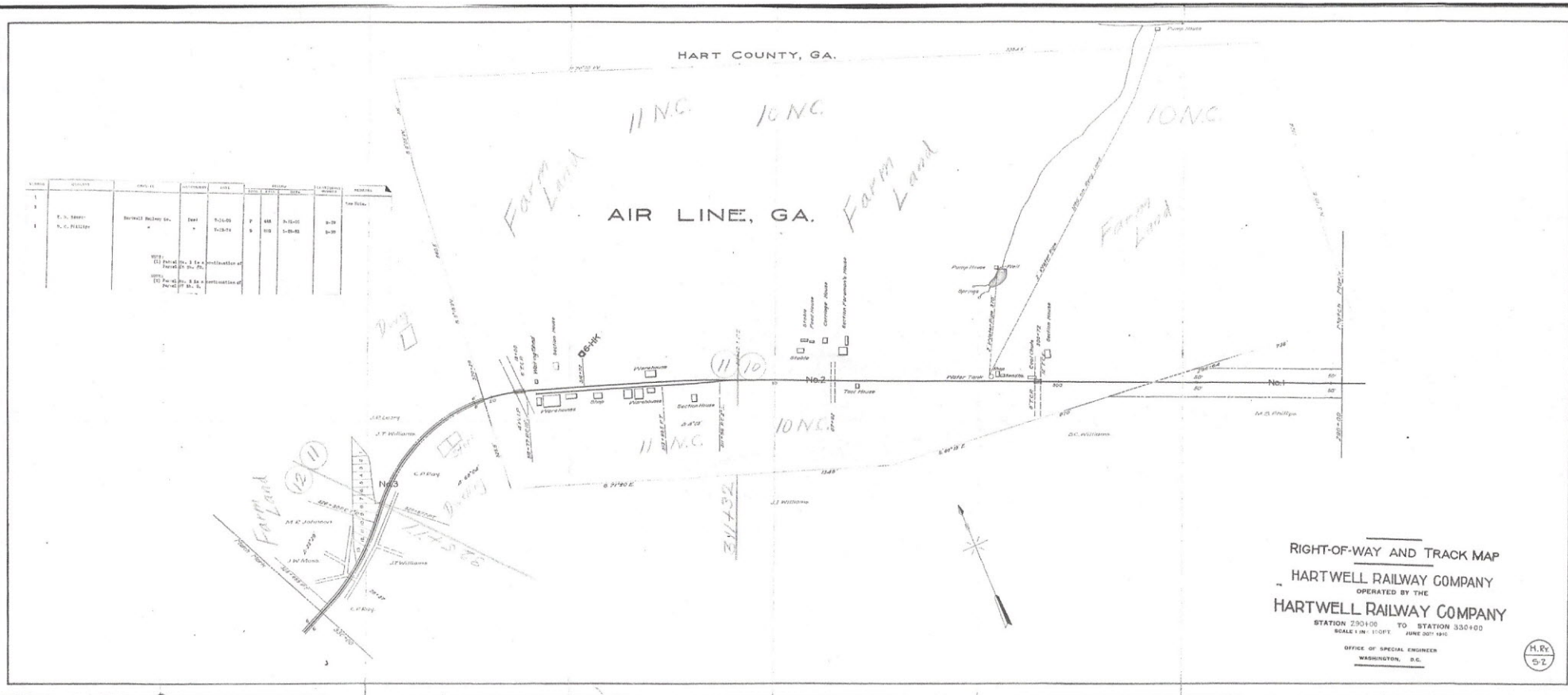
Station	Owner	Address	Remarks	Notes	Survey	Area	Value	Assessment
1	F. S. Taylor	211 N. 1st St.	211	11-11-11	11	111	111	111
2	"	"	"	11-11-11	11	111	111	111
3	"	"	"	11-11-11	11	111	111	111
4	"	"	"	11-11-11	11	111	111	111
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15	"	"	"	11-11-11	11	111	111	111
16	"	"	"	11-11-11	11	111	111	111
17	"	"	"	11-11-11	11	111	111	111
18	"	"	"	11-11-11	11	111	111	111
19	"	"	"	11-11-11	11	111	111	111
20	"	"	"	11-11-11	11	111	111	111



RIGHT-OF-WAY AND TRACK MAP
HARTWELL RAILWAY COMPANY
OPERATED BY THE
HARTWELL RAILWAY COMPANY
STATION 0+00 TO STATION 2111+20
SCALE 1" = 400 FT.
JUNE 30, 1911
OFFICE OF SPECIAL ENGINEER
WASHINGTON, D.C.







CLARK HILL

Eric M. Hocky

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ENTERED
Office of Proceedings
May 26, 2016
Part of
Public Record

May 25, 2016

VIA FEDEX

Cynthia T. Brown
Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20024



Re: STB Docket No. AB 1242
***Hartwell First United Methodist Church -
Adverse Abandonment and Discontinuance -
Hartwell Railroad Company and The Great Walton Railroad
Company, Inc., in Hart County, GA***

Dear Ms. Brown:

Enclosed for filing in the above-referenced proceeding are the original and 10 copies of a Petition for Waivers and Exemptions being filed on behalf of the Hartwell First United Methodist Church ("Hartwell First").

Fee Waiver Request. Hartwell First requests that the Board waive the filing fee of \$1900 that would otherwise be due for the filing of this Petition, and also the filing fee of \$23,700 that would otherwise be due for the filing of the adverse application for abandonment. The Board's policy provides that the Board will accept requests for fee waivers when the waiver is in the public interest, or when payment of the fee would impose an undue hardship on the requestor. 49 CFR § 1002.2(e)(2)(ii).

Hartwell First is a historic 501(c)(3) tax-exempt non-profit church established in 1854. It purchased its current location in Hartwell, Georgia, in 1859. The church building is listed on the National Historic Registry. The area is currently an economically-challenged section of Hartwell. However, in 2007, Hartwell First made a commitment to the wellbeing of downtown Hartwell by voting to remain in its historic location, and acquiring an adjacent parcel and demolishing the old, abandoned and decaying yarn plant on the property.

FEE RECEIVED
May 26, 2016

SURFACE
TRANSPORTATION BOARD

204601038.3

FILED
May 26, 2016

SURFACE
TRANSPORTATION BOARD

Cynthia T. Brown
May 25, 2016
Page 2

In this proceeding, Hartwell First proposes to seek adverse abandonment of a section of rail line that has not served any customers for over 20 years, and has not been cleaned or maintained. The unused tracks create an impediment to moving between the Church's facilities, and because of a lack of proper drainage, accumulate rain water and flood the entrances to the fellowship hall and children facilities. The right of way bisects property of Hartwell First and prevents it from fully developing its property and facilities to serve its active and growing congregation, and to support the economic development of downtown Hartwell. Waiver of the filing fees (which will total in excess of \$25,000), will mean that needed funds are not diverted from the public benefits that will flow from the proposed development, or impact the Church's ability to pursue its charitable mission. Moreover, as with any non-profit, the payment of over \$25,000 in filing fees would impose a hardship on Hartwell First, and on the work that it does in and for the community.

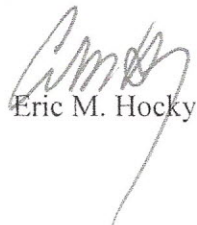
So as not to delay the handling of the Petition, Hartwell First is enclosing a check in the amount of \$1900 representing the filing fee that would otherwise be due. Hartwell First requests that the Board promptly determine that the filing fees in this matter are waived, and either send back the check or refund the amount paid.

Please time stamp the extra copies of this letter and the Petition to indicate receipt and return them to me in the stamped, self-addressed envelope provided for your convenience.

Please let me know if there are any questions regarding this filing.

Respectfully,

CLARK HILL PLC



Eric M. Hocky

EMH/e
Enclosures
cc: All parties on the service list

TORCH PROJECT CONCERNS CHURCH
Hartwell First United Methodist Church
Fears Detrimental Effect

Following last week's announcement that TORCH had signed a long term lease with the Hartwell Railroad, Hartwell First United Methodist Church has expressed strong concerns about how later phases of the overall project might affect the church's future programs and expansion plans.

While not mentioned in the article, as previously reported the project anticipates use of the railroad right of way from South Forest Avenue to Athens Street. The church's concern is TORCH'S plan to have a walking trail on the railroad ROW from Webb Street to Athens Street. This portion of the ROW bisects property owned by the church and includes a turntable TORCH expects to be a major tourist attraction.

A called Charge Conference, the governing body of the church, had previously formed a Land Use and Planning Task Force to address the issue and this body has met with the TORCH board. Joe Whittemore, Task Force Chair, said, "I think it's fair to say the TORCH board did not agree that Phase III could negatively affect the church but it was a very cordial meeting and we appreciate them giving us an audience." Whittemore also indicated the church had no objection to the first phase of the project that was described in last week's paper. "At this point we are fully supportive of TORCH's efforts and plans east of Webb Street. It's what is planned between Webb Street and Athens Street, what TORCH refers to as Phase III that bothers us", he said. "This is a serious problem but we want to work with all interested parties to find a solution; however, it is important that the church be able to safely utilize its property in order to accomplish its mission. Once we

have a chance to review the lease in detail we will have a better idea of the effect on the church."

Over the past ten years, the church has invested over \$3.5 million in downtown Hartwell on improvements and additions to their campus based on the belief and understanding that the land under the tracks would revert to the church. A large portion of this was spent on the purchase and clean-up of the old Springs Industries/Hartwell Mills land and abandoned buildings.

Jack Edmunds, Task Force Vice Chair, indicated this issue was not just surfacing. He said, "We met with TORCH representatives last year and discussed our future plans for programs and physical facilities. We conveyed to them our concern for their plans." He added, "I am optimistic that this can be worked out."

According to the church's senior pastor, Dr. Allen Stewart, "We are all sincerely interested in improving our community and we, as a church, must be true to our mission. Hopefully, as we move forward, we can explore options that will be mutually beneficial to our church, TORCH and our community at large."

Hartwell First United Methodist Church is a congregation of over 800 members. They have had a presence in downtown Hartwell for 161 years.

-END-

The First United Methodist Church

200 E. Howell Street
Hartwell, Georgia 30643

May 21, 2015

Board of Directors
T.O.R.C.H of Hartwell, Inc.
Hart County Chamber of Commerce
P. O. Box 971
Hartwell, Georgia

Ladies and Gentlemen,

Thank you for the opportunity to present the concerns of Hartwell First United Methodist Church (Hartwell First). At a called Charge Conference on Sunday, May 17, 2015 the governing body of Hartwell First voted unanimously to formed a Land Use and Planning Task Force comprised of Joe Whittemore, Chair, Jack Edmunds, Vice Chair, Flo Brown, Secretary, Luanne Burgess and Allen Stewart. This group was given authority to represent Hartwell First in any matters related to the use of railroad track land that dissect our property.

Hartwell First and the Task Force members pray for guidance to represent the church in a Christian manner, truthfully, non-confrontationally, positively and with conviction.

- Our church is an active and growing congregation of The United Methodist Church.
- Our stated mission is "to be a community of faith through which all persons can come to know Jesus Christ, accept His saving grace, and become faithful disciples, witnessing to God's love in the world".
- We made substantial financial commitment to the well being of downtown Hartwell by voting in 2007 to remain at our present location rather than move to a new location.
- Our purchase of the old yarn plant property was a substantial commitment to our future growth and the well being of downtown Hartwell and our faith community.
- Our church has spent well over \$3.5 million since 2007 to acquire the yarn plant, construct Phase I of building expansion plans, and construct facilities and parking areas based on hopes and dreams of contiguous land to facilitate our mission.
- The railroad property which dissects and divides present sanctuary facilities from our new property is critical to future property utilization. Any redirected use or restrictions would be harmful to future plans and the mission of the church.
- Non-church related active public access to our property would create liability risk for the church.

Dr. R. Allen Stewart
Senior Pastor

CHURCH OFFICE - (706) 376-3164

FILED & OFFICIAL
HART SUPERIOR COURT

2014 OCT -2 AM 9:55

*Confer*THE GORDON LAW FIRM
P.O. BOX 870
415 EAST HOWELL STREET
HARTWELL, GEORGIA 30643GWRL
Attachment
8
Page 1 of 5

THIS AGREEMENT, made and entered into by and between HARTWELL RAILROAD COMPANY, a Georgia corporation, hereinafter styled "Railroad," party of the first part; and HARTWELL FIRST UNITED METHODIST CHURCH, a religious organization, whose mailing address is 200 East Howell Street, Hartwell, GA 30643 hereinafter styled "Licensee," party of the second part:

WITNESSETH:Recorded
760 Page 436-439
10-2-2014

THAT the PARTIES HERETO agree as follows:

1. Railroad hereby grants unto Licensee, insofar as Railroad's title enables it so to do, the right to use a private road crossing, hereinafter called "crossing," upon and across, at grade, the right of way or property and track (whether more than one track) of Railroad running between Bowersville and Hartwell, Georgia, located at the present southerly end of Chandler Street in Hartwell, Georgia at or near Hart County, Georgia, located substantially as shown upon print Hartwell First United Methodist Church Crossing, dated December 14, 2007, hereunto annexed and made a part of this agreement.
2. Licensee will pay unto Railroad, for said privilege, a sum of ONE HUNDRED AND 00/100 DOLLARS (\$100.00), in advance, as consideration for the license.
3. Railroad will, for the accommodation of and at the expense of Licensee, perform the work of constructing and maintaining the portion of said crossing between the rails in said track and to the outside ends of the crosssties on each side thereof.
4. Licensee will, at the expense of Licensee, construct and maintain said crossing (except the portion to be constructed and maintained by Railroad as aforesaid), including all necessary drainage, signage, and will maintain said portion of said crossing constructed by Licensee, in all respects in accordance with the requirements of Railroad looking to the safe and convenient operation and maintenance of its said line of railroad. Licensee agrees to reimburse Railroad, within 10 days of receipt of a bill rendered therefor, the cost to Railroad for constructing and maintaining said portion, of said crossing constructed and maintained by Railroad.
5. This license is a personal privilege to Licensee hereunder, and shall not be transferred or assigned without the written consent of Railroad.
6. No person other than Licensee, its agents, employees, patrons, or invitees, shall be permitted to use said crossing; Licensee hereby agreeing that said crossing shall be a private crossing for the use and convenience of Licensee, its agents, employees, patrons, or invitees only, and shall not be, or be permitted to become, a highway for the use of the public. To the end of preventing the use of said crossing by the public, Licensee will, at its own cost and expense, construct and maintain, at a point to be designated by the President of Railroad, or his duly authorized representative, a signboard clearly indicating that said crossing is for the private purposes of Licensee.
7. In each instance when a vehicle shall approach said crossing, the same shall be stopped, and shall not proceed over said track of Railroad until the driver, or other person in charge thereof, shall have ascertained that no train engine or car of Railroad is approaching said crossing.
8. Licensee accepts the privilege hereby granted with full cognizance of the risk of loss of life, personal injury and property loss or damage which may be caused: (1) by railroad operations, at or in the vicinity of said crossing; or (2) by the construction, maintenance or use of said crossing by the Licensee or others; or (3) by the presence of equipment or personnel of the Licensee, at or in the vicinity of said crossing, or on or in the vicinity of the right of way of the Railroad. The Licensee is willing to assume this risk entirely, and specifically covenants that the privilege granted hereby shall be used and enjoyed at the sole risk of the Licensee, and that neither Railroad, nor any corporate affiliate of the Railroad, shall have any responsibility whatever for any such loss, injury or damage. To that end, Licensee hereby specifically agrees to indemnify, defend and save harmless Railroad, and all corporate affiliates of the Railroad, from and against all cost, expense, liability, or loss resulting from death, personal injury, or property loss or damage, including attorney's fees, arising out of, connected with, or caused by (1) railroad operations, at or in the vicinity of said crossing; or (2) the construction, maintenance or use of said crossing by the Licensee or others; or (3) the presence of equipment or personnel of the Licensee, at or in the vicinity of said crossing, or on or in the vicinity of the right of way of the Railroad. The indemnity obligations imposed upon the Licensee by this paragraph shall be absolute, and shall not be affected by the negligence, either primary or contributory, of the Railroad or of any corporate affiliate of the Railroad. It is expressly agreed and understood that Licensee's duty to indemnify Railroad shall include,



but is not limited to, any potential liability, loss, damage or expense of Railroad or incurred by Railroad arising in whole or in part from the sole negligence of Railroad or any of its corporate affiliates.

9. In order to contribute toward the safety of train and motor vehicle operations at said crossing, Licensee will at all times during the life of this agreement, keep the vegetation on its property cut in such manner and to such extent as is necessary to permit a person approaching the crossing from either direction to see approaching trains before such person reaches a position of danger on or near the crossing. Licensee will also prevent the erection on its premises of any structures which would interfere with the view of approaching trains or other rail equipment operating on said track.

10. Licensee will procure and maintain, during the life of this agreement, a policy or policies of insurance covering the liability which is or may be imposed upon it by Article 8 of this agreement, in an amount not less than a combined single limit of \$5,000,000. Licensee shall have Railroad listed as an additional insured in all such policy or policies of insurance procured and maintained pursuant to Article 10 of this Agreement. Such policy or policies of insurance shall also contain a contractual liability endorsement. Licensee agrees to furnish Railroad a certificate or certificates evidencing the maintenance of such insurance, and Licensee further agrees to furnish Railroad, upon request, a copy of such policy or policies of insurance. All such certificates of insurance shall further contain a provision requiring the insurer to provide Railroad with 30 days notice prior to the effective date of any cancellation of the policies of insurance covered by it. All insurance policies required by this Article 10 must show in the (1) "Description, of Operations/Locations/Vehicles/Special Items Block on the Certificate of Insurance, and (2) on the Insurance Policy and all subsequent endorsements, an accurate description of the location of the project or property, the type of agreement, the date of the agreement and the parties to the agreement.

It is further understood and agreed that the furnishing by Licensee of evidence of such insurance, and acceptance of same by Railroad, is not intended to, and shall not limit, modify or otherwise affect the obligations or liabilities of Licensee under Article 8 of this agreement.

11. Without separate written consent of Railroad, Licensee shall not dedicate nor permit crossing to be used for any purpose or in any manner that might in any way make said crossing a public crossing or subject it to any public servitude. Railroad reserves and accepts unto itself the paramount right to continue to occupy, possess and use the area of the crossing for any and all railroad purposes. Railroad shall not be obligated to make cuts in its trains for the crossing. Licensee shall not at any time own or claim any right, title or interest in or to railroad's property occupied by Licensee's crossing, nor shall the exercise of this Agreement for any length of time give rise to any title to said property or any right or interest in Licensee other than the license created hereby.

12. Licensee shall not assign this agreement without the written consent of Railroad.

13. The word "Railroad" as used herein shall include any other Company whose property at the aforesaid location may be leased or operated by Railroad, said term also shall include Railroad's directors, officers, agents and employees, and any parent company, subsidiary or affiliate of Railroad and their directors, officers, agents and employees.

14. Either party hereto may terminate this agreement at any time hereafter by serving upon the other thirty (30) days written notice of election to do so. If Licensee shall violate any of its covenants herein, Railroad may terminate this agreement forthwith by written notice to Licensee of its election to do so. At or before the expiration of the time limited by any notice to Licensee of Railroad's election to terminate this agreement, Licensee will discontinue use of said crossing, and will restore said right of way or property to the condition existing prior to the construction of said crossing, or, upon default thereof, Railroad may, in addition to any other legal remedy it may have, close said crossing and restore the condition of said right of way or property, at the sole cost and expense, of Licensee.

15. This agreement shall take effect as of the 20 day of December, 2007.

IN WITNESS WHEREOF, the PARTIES HERETO have executed this agreement in triplicate, each



part being an original, as of the day of 20 day of December, 2007.

In presence of:

Charles D. Bishop
As to Railroad

In presence of:

Jonat han D. Bess
As to Licensee

HARTWELL RAILROAD COMPANY

By BR Anderson

HARTWELL FIRST UNITED METHODIST CHURCH

By JM Matthews, chair
Chair, Building Committee



HARTWELL FIRST UNITED METHODIST
CHURCH CROSSING DECEMBER 14, 2007



STATE OF GEORGIA
COUNTY CLERK
I DO HEREBY CERTIFY THIS TO BE
A TRUE AND CORRECT COPY OF
THE WITHIN AND FOREGOING
DOCUMENT NOW OF RECORD IN
THIS OFFICE.
GIVEN UNDER MY HAND AND SEAL
OF SAID COURT THIS 3 DAY OF
March, 2017
A Robertson
DEPUTY CLERK (SEAL)
HART SUPERIOR COURT
HART COUNTY, GEORGIA



FILED IN OFFICE
HART SUPERIOR COURT

2014 OCT -2 AM 9:55

[Signature]

THE GORDON LAW FIRM
P.O. BOX 870
415 EAST HOWELL STREET
HARTWELL, GEORGIA 30643

GWRE
Attachment
9
Page 1 of 5

THIS AGREEMENT, made and entered into by and between HARTWELL RAILROAD COMPANY, a Georgia corporation, hereinafter styled "Railroad," party of the first part; and HARTWELL FIRST UNITED METHODIST CHURCH, a religious organization, whose mailing address is 200 East Howell Street, Hartwell, GA 30643 hereinafter styled "Licensee," party of the second part

WITNESSETH:

THAT the PARTIES HERETO agree as follows:

Recorded
760 Page 440-443
10-2-2014
Gray, Clerk

1. Railroad hereby grants unto Licensee, insofar as Railroad's title enables it so to do, the right to use two private sidewalk crossings, hereinafter called "crossing," upon and across, at grade, the right of way or property and track (whether more than one track) of Railroad running between Bowersville and Hartwell, Georgia, located west of Webb Street in Hartwell, GA substantially as shown upon prints C100 Site Plan Hartwell First United Church and C300 Details each dated July 2007, hereunto annexed and made a part of this agreement.
2. Licensee will pay unto Railroad, for said privilege, a sum of ONE HUNDRED AND 00/100 DOLLARS (\$100.00), in advance, as consideration for the license.
3. Licensee will, at the expense of Licensee, construct and maintain said crossing (except the portion to be constructed and maintained by Railroad as aforesaid), including all necessary drainage, signage, and will maintain said portion of said crossing constructed by Licensee, in all respects in accordance with the requirements of Railroad looking to the safe and convenient operation and maintenance of its said line of railroad. Licensee agrees to provide railroad 48 hours advance notice prior to installation or maintenance of said crossings.
5. This license is a personal privilege to Licensee hereunder, and shall not be transferred or assigned without the written consent of Railroad.
6. No person other than Licensee, its agents, employees, patrons, or invitees, shall be permitted to use said crossing; Licensee hereby agreeing that said crossing shall be a private crossing for the use and convenience of Licensee, its agents, employees, patrons, or invitees only, and shall not be, or be permitted to become, a highway for the use of the public. To the end of preventing the use of said crossing by the public, Licensee will, at its own cost and expense, construct and maintain, at a point to be designated by the President of Railroad, or his duly authorized representative, a signboard clearly indicating that said crossing is for the private purposes of Licensee.
7. In each instance when a individual shall approach said crossing, the same shall not proceed over said track of Railroad until they have ascertained that no train engine or car of Railroad is approaching said crossing.
8. Licensee accepts the privilege hereby granted with full cognizance of the risk of loss of life, personal injury and property loss or damage which may be caused: (1) by railroad operations, at or in the vicinity of said crossing; or (2) by the construction, maintenance or use of said crossing by the Licensee or others; or (3) by the presence of equipment or personnel of the Licensee, at or in the vicinity of said crossing, or on or in the vicinity of the right of way of the Railroad. The Licensee is willing to assume this risk entirely, and specifically covenants that the privilege granted hereby shall be used and enjoyed at the sole risk of the Licensee, and that neither Railroad, nor any corporate affiliate of the Railroad, shall have any responsibility whatever for any such loss, injury or damage. To that end, Licensee hereby specifically agrees to indemnify, defend and save harmless Railroad, and all corporate affiliates of the Railroad, from and against all cost, expense, liability, or loss resulting from death, personal injury, or property loss or damage, including attorney's fees, arising out of, connected with, or caused by (1) railroad operations, at or in the vicinity of said crossing; or (2) the construction, maintenance or use of said crossing by the Licensee or others; or (3) the presence of equipment or personnel of the Licensee, at or in the vicinity of said crossing, or on or in the vicinity of the right of way of the Railroad. The indemnity obligations imposed upon the Licensee by this paragraph shall be absolute, and shall not be affected by the negligence, either primary or contributory, of the Railroad or of any corporate affiliate of the Railroad. It is expressly agreed and understood that Licensee's duty to indemnify Railroad shall include, but is not limited to, any potential liability, loss, damage or expense of Railroad or incurred by Railroad arising in whole or in part from the sole negligence of Railroad or any of its corporate affiliates.
9. In order to contribute toward the safety of train and motor vehicle operations at said crossing, Licensee will, at all times during the life of this agreement, keep the vegetation on its property cut in such manner and to such extent as is necessary to permit a person approaching the crossing from either direction to see approaching trains before such person reaches a position of danger on or near the crossing. Licensee will also prevent the



erection on its premises of any structures which would interfere with the view of approaching trains or other rail equipment operating on said track.

10. Licensee will procure and maintain, during the life of this agreement, a policy or policies of insurance covering the liability which is or may be imposed upon it by Article 8 of this agreement, in an amount not less than a combined single limit of \$2,000,000. Licensee shall have Railroad listed as an additional insured in all such policy or policies of insurance procured and maintained pursuant to Article 10 of this Agreement. Such policy or policies of insurance shall also contain a contractual liability endorsement. Licensee agrees to furnish Railroad a certificate or certificates evidencing the maintenance of such insurance, and Licensee further agrees to furnish Railroad, upon request, a copy of such policy or policies of insurance. All such certificates of insurance shall further contain a provision requiring the insurer to provide Railroad with 30 days notice prior to the effective date of any cancellation of the policies of insurance covered by it. All insurance policies required by this Article 10 must show in the (1) "Description, of Operations/Locations/Vehicles/Special Items Block on the Certificate of Insurance, and (2) on the Insurance Policy and all subsequent endorsements, an accurate description of the location of the project or property, the type of agreement, the date of the agreement and the parties to the agreement.

It is further understood and agreed that the furnishing by Licensee of evidence of such insurance, and acceptance of same by Railroad, is not intended to, and shall not limit, modify or otherwise affect the obligations or liabilities of Licensee under Article 8 of this agreement.

11. Without separate written consent of Railroad, Licensee shall not dedicate nor permit crossing to be used for any purpose or in any manner that might in any way make said crossing a public crossing or subject it to any public servitude. Railroad reserves and accepts unto itself the paramount right to continue to occupy, possess and use the area of the crossing for any and all railroad purposes. Railroad shall not be obligated to make cuts in its trains for the crossing. Licensee shall not at any time own or claim any right, title or interest in or to railroad's property occupied by Licensee's crossing, nor shall the exercise of this Agreement for any length of time give rise to any title to said property or any right or interest in Licensee other than the license created hereby.

12. Licensee shall not assign this agreement without the written consent of Railroad.

13. The word "Railroad" as used herein shall include any other Company whose property at the aforesaid location may be leased or operated by Railroad, said term also shall include Railroad's directors, officers, agents and employees, and any parent company, subsidiary or affiliate of Railroad and their directors, officers, agents and employees.

14. Either party hereto may terminate this agreement at any time hereafter by serving upon the other thirty (30) days written notice of election to do so. If Licensee shall violate any of its covenants herein, Railroad may terminate this agreement forthwith by written notice to Licensee of its election to do so. At or before the expiration of the time limited by any notice to Licensee of Railroad's election to terminate this agreement, Licensee will discontinue use of said crossing, and will restore said right of way or property to the condition existing prior to the construction of said crossing, or, upon default thereof, Railroad may, in addition to any other legal remedy it may have, close said crossing and restore the condition of said right of way or property, at the sole cost and expense, of Licensee.

15. This agreement shall take effect as of the 1st day of August, 2008.

IN WITNESS WHEREOF, the PARTIES HERETO have executed this agreement in duplicate, each part being an original, as of the 31 day of July, 2008.

In presence of:

Jonny Peters
As to Railroad

HARTWELL RAILROAD COMPANY

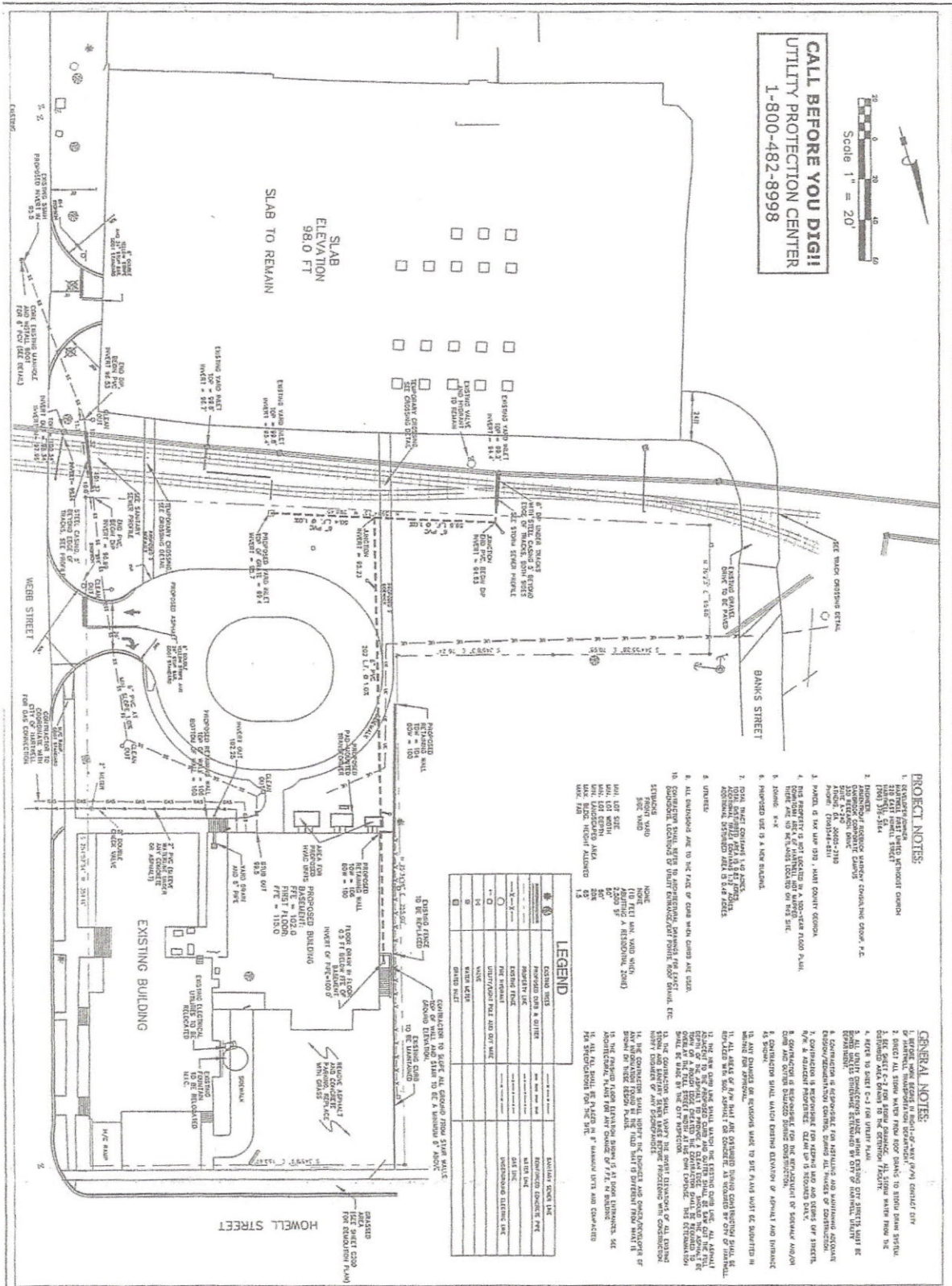
By *Charles D. Bishop*

In presence of:

Ann B. Blum
As to Licensee
Donna B. Jones
As to Licensee

Hartwell First United Methodist Church
By: *J. M. Whitman* Chair
Building Committee





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UTILITY PROTECTION CENTER
1-800-482-8998

Scale 1" = 20'

PROJECT NOTES:

1. EXISTING BUILDING TO REMAIN.
2. EXISTING BUILDING TO BE DEMOLISHED.
3. EXISTING BUILDING TO BE RECONSTRUCTED.
4. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES.
5. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS.
6. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING.
7. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING AND A NEW TOWER.
8. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING AND A NEW TOWER AND A NEW STAIRCASE.
9. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING AND A NEW TOWER AND A NEW STAIRCASE AND A NEW ELEVATOR.
10. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING AND A NEW TOWER AND A NEW STAIRCASE AND A NEW ELEVATOR AND A NEW ROOF.
11. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING AND A NEW TOWER AND A NEW STAIRCASE AND A NEW ELEVATOR AND A NEW ROOF AND A NEW FLOORING.
12. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING AND A NEW TOWER AND A NEW STAIRCASE AND A NEW ELEVATOR AND A NEW ROOF AND A NEW FLOORING AND A NEW PAINTING.
13. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING AND A NEW TOWER AND A NEW STAIRCASE AND A NEW ELEVATOR AND A NEW ROOF AND A NEW FLOORING AND A NEW PAINTING AND A NEW LANDSCAPING.
14. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING AND A NEW TOWER AND A NEW STAIRCASE AND A NEW ELEVATOR AND A NEW ROOF AND A NEW FLOORING AND A NEW PAINTING AND A NEW LANDSCAPING AND A NEW SIGNAGE.
15. EXISTING BUILDING TO BE RECONSTRUCTED WITH CHANGES AND ADDITIONS AND A NEW WING AND A NEW TOWER AND A NEW STAIRCASE AND A NEW ELEVATOR AND A NEW ROOF AND A NEW FLOORING AND A NEW PAINTING AND A NEW LANDSCAPING AND A NEW SIGNAGE AND A NEW SECURITY.

LEGEND

Symbol	Description
Circle with dot	Existing Building
Solid line	Proposed Building
Dashed line	Proposed Addition
Circle with cross	Proposed Tower
Circle with dot and cross	Proposed Staircase
Circle with dot and cross and dot	Proposed Elevator
Circle with dot and cross and dot and dot	Proposed Roof
Circle with dot and cross and dot and dot and dot	Proposed Flooring
Circle with dot and cross and dot and dot and dot and dot	Proposed Painting
Circle with dot and cross and dot and dot and dot and dot and dot	Proposed Landscaping
Circle with dot and cross and dot and dot and dot and dot and dot and dot	Proposed Signage
Circle with dot and cross and dot and dot and dot and dot and dot and dot and dot	Proposed Security

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED FOR APPROVAL BY THE ARCHITECT.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL UTILITIES SHALL BE PROTECTED AND SHALL NOT BE DAMAGED OR DISRUPTED.
5. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED.
6. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH.
7. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH AND SHALL BE PROTECTED BY A CONCRETE SLAB.
8. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH AND SHALL BE PROTECTED BY A CONCRETE SLAB AND A METAL SHEATHING.
9. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH AND SHALL BE PROTECTED BY A CONCRETE SLAB AND A METAL SHEATHING AND A SAND FILL.
10. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH AND SHALL BE PROTECTED BY A CONCRETE SLAB AND A METAL SHEATHING AND A SAND FILL AND A GRASS PAVING.
11. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH AND SHALL BE PROTECTED BY A CONCRETE SLAB AND A METAL SHEATHING AND A SAND FILL AND A GRASS PAVING AND A CONCRETE CURB.
12. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH AND SHALL BE PROTECTED BY A CONCRETE SLAB AND A METAL SHEATHING AND A SAND FILL AND A GRASS PAVING AND A CONCRETE CURB AND A CONCRETE SIDEWALK.
13. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH AND SHALL BE PROTECTED BY A CONCRETE SLAB AND A METAL SHEATHING AND A SAND FILL AND A GRASS PAVING AND A CONCRETE CURB AND A CONCRETE SIDEWALK AND A CONCRETE DRIVEWAY.
14. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH AND SHALL BE PROTECTED BY A CONCRETE SLAB AND A METAL SHEATHING AND A SAND FILL AND A GRASS PAVING AND A CONCRETE CURB AND A CONCRETE SIDEWALK AND A CONCRETE DRIVEWAY AND A CONCRETE PORCH.
15. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND SHALL NOT BE REMOVED OR DISRUPTED AND SHALL BE REINSTALLED IN THE SAME LOCATION AND DEPTH AND SHALL BE PROTECTED BY A CONCRETE SLAB AND A METAL SHEATHING AND A SAND FILL AND A GRASS PAVING AND A CONCRETE CURB AND A CONCRETE SIDEWALK AND A CONCRETE DRIVEWAY AND A CONCRETE PORCH AND A CONCRETE STAIRCASE.

PROJECT 00007

HARKWELL FIRST UNITED METHODIST CHURCH

220 EAST HOWELL STREET

HARKWELL, GEORGIA

ARMENITROUT ROEBUCK MATHENY

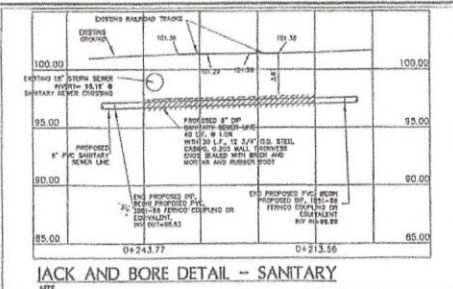
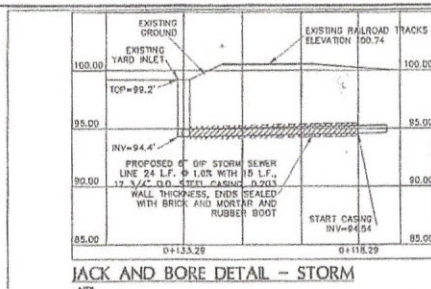
CONSULTING GROUP, P.C.

ENGINEERS-ARCHITECTS-CONSTRUCTION MANAGERS

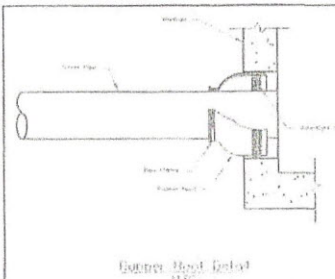
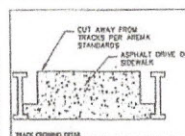
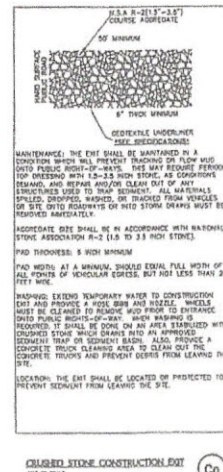
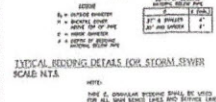
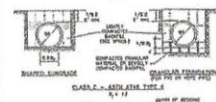
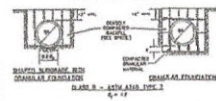
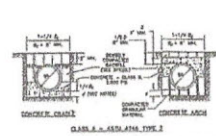
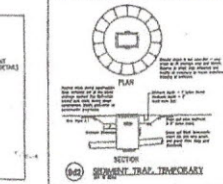
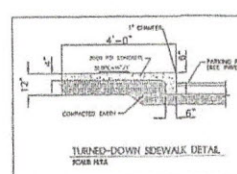
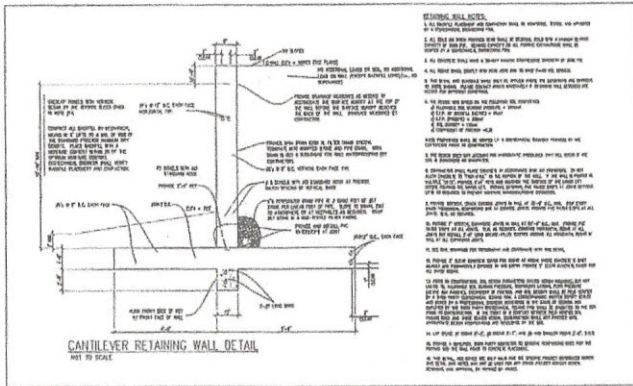
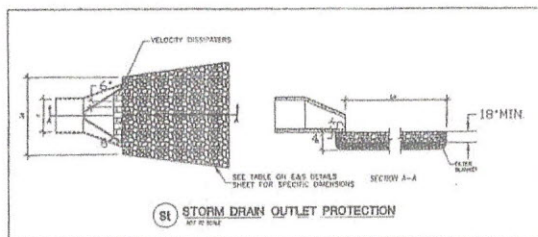
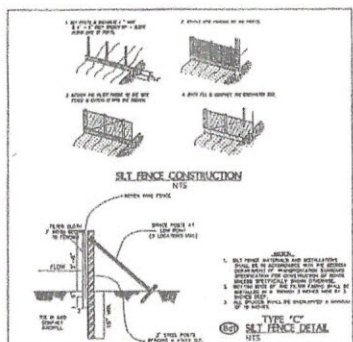
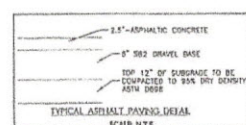
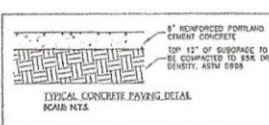
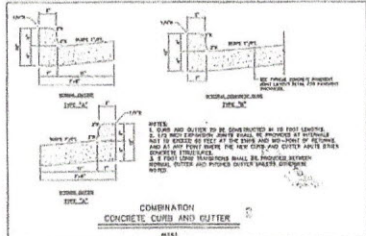
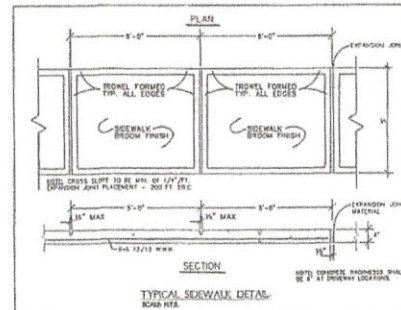
REVISIONS

NO.	DATE	DESCRIPTION
1	07/10/07	ISSUED FOR PERMIT
2	07/10/07	ISSUED FOR PERMIT
3	07/10/07	ISSUED FOR PERMIT
4	07/10/07	ISSUED FOR PERMIT
5	07/10/07	ISSUED FOR PERMIT
6	07/10/07	ISSUED FOR PERMIT
7	07/10/07	ISSUED FOR PERMIT
8	07/10/07	ISSUED FOR PERMIT
9	07/10/07	ISSUED FOR PERMIT
10	07/10/07	ISSUED FOR PERMIT





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ARMENIOT ROEBUCK MATHENY CONSULTING GROUP, P.C.
1000 Peachtree Street, N.E.
Atlanta, Georgia 30309
Phone: (404) 525-1100
Fax: (404) 525-1101
www.armeniotroebuckmatheny.com

PROJECT SHEET
MATHENY FIRST UNITED AIRPORT CATCH BASIN
2200 EAST LAMAR STREET
MARIETTA, GEORGIA

C300 DETAILS

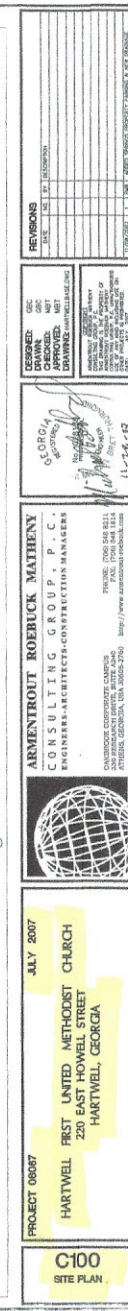
STATE OF GEORGIA
COUNTY OF HART
I DO HEREBY CERTIFY THIS TO BE
A TRUE AND CORRECT COPY OF
THE WITHIN AND FOREGOING
DOCUMENT NOW OF RECORD IN
THIS OFFICE.
GIVEN UNDER MY HAND AND SEAL
OF SAID COURT THIS 3 DAY OF

March 2017

A. Robertson

DEPUTY CLERK (SEAL)
HART SUPERIOR COURT
HART COUNTY, GEORGIA



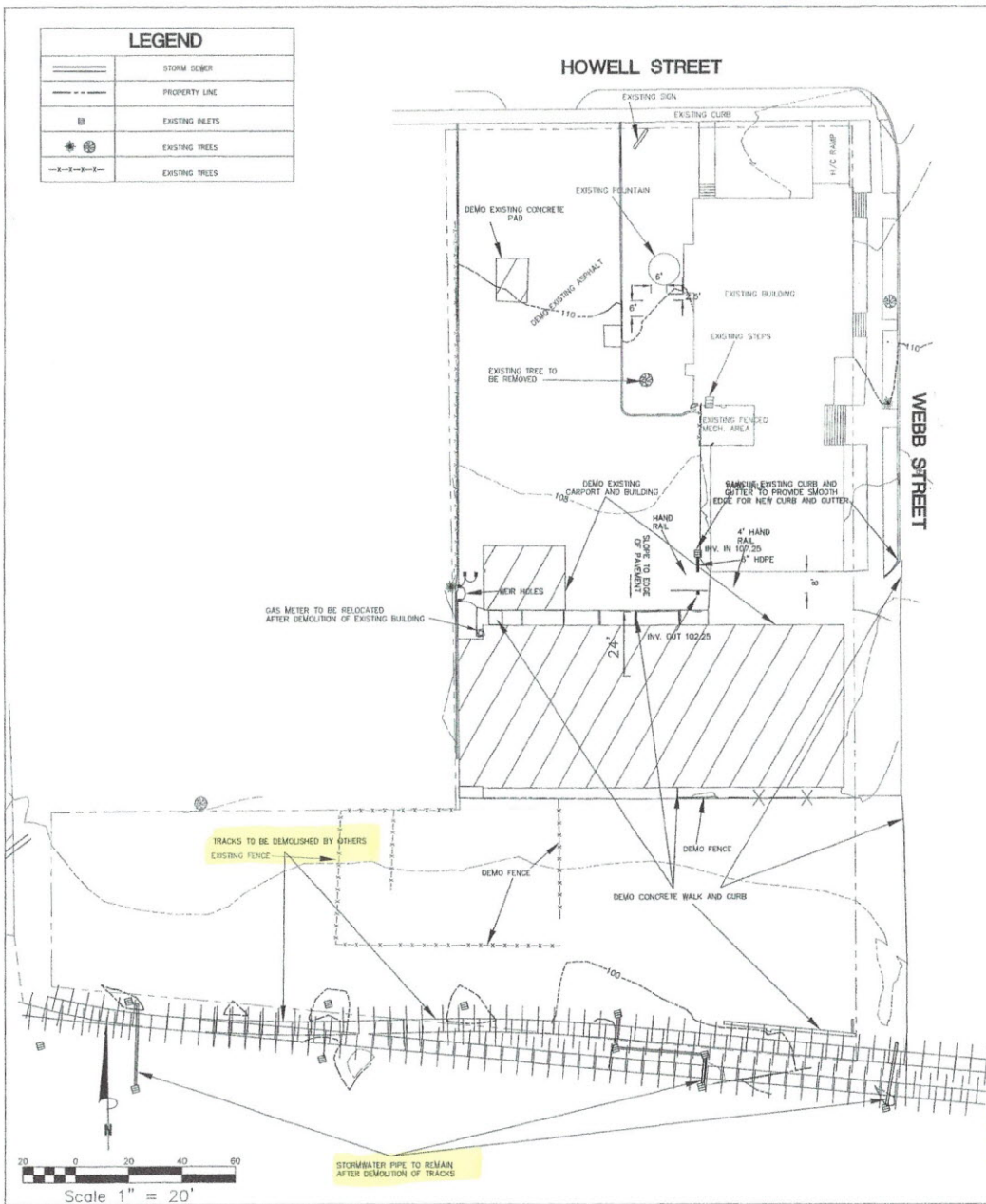


DEMOLITION NOTES

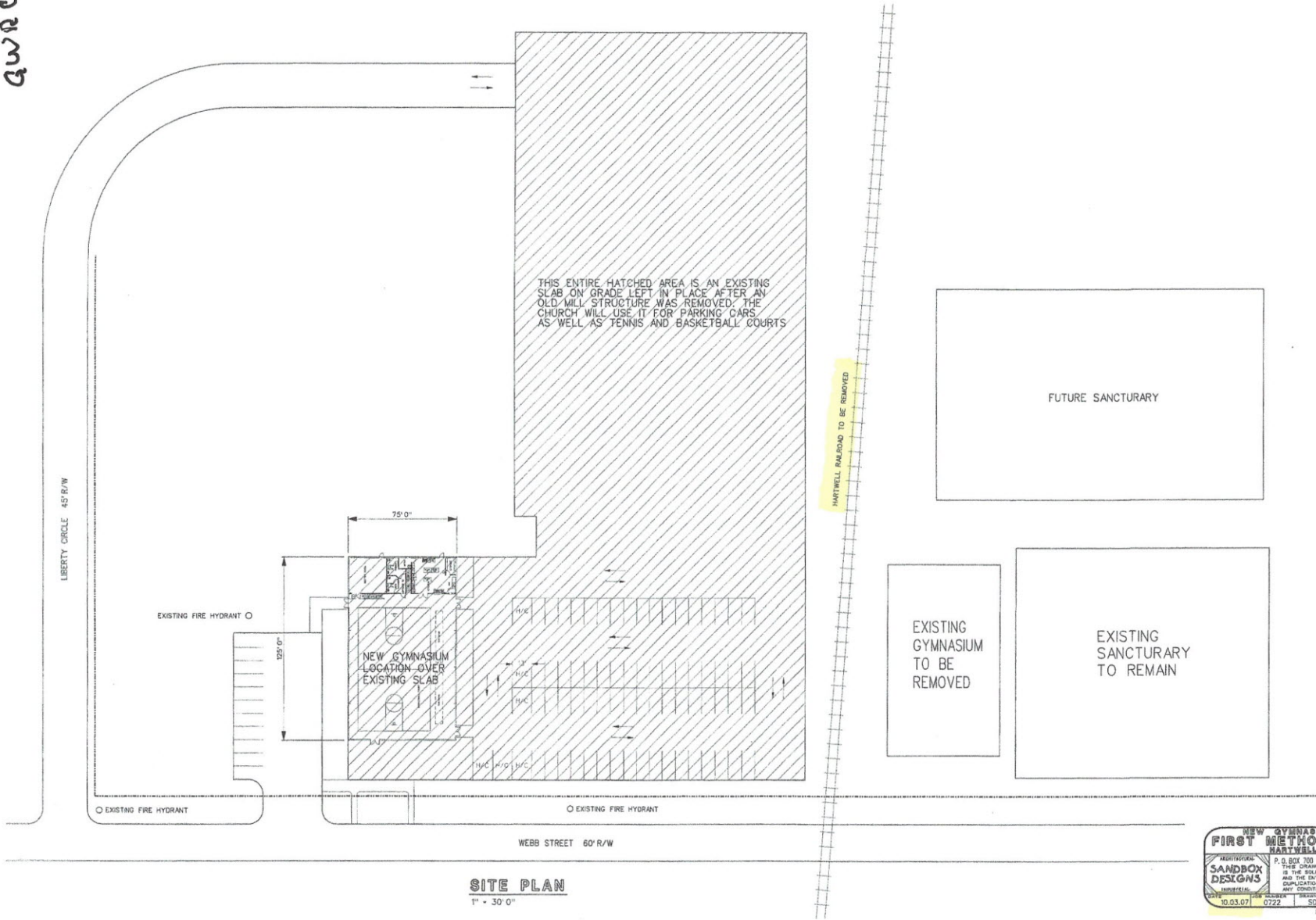
1. PROHIBIT PEDESTRIAN ACCESS TO THE CONSTRUCTION AREA.
2. FOLLOW SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL MEASURES NARRATIVE ON SHEET C-4.3.
3. ALL WORK SHOWN HEREON SHALL TAKE PLACE WITHIN THE PROPERTY LINES OF THE SUBJECT PARCEL EXCEPT AS EXPLICITLY NOTED OTHERWISE.
4. UNDERGROUND UTILITIES HAVE BEEN COMPILED THROUGH RECORD RESEARCH AND FIELD SURVEY. THERE MAY BE OTHER STRUCTURES PRESENT IN THE PROJECT AREA. VERIFY SITE CONDITIONS AND LOCATIONS OF ALL UNDERGROUND UTILITIES BY CONTACTING THE UTILITIES PROTECTION CENTER OF GEORGIA. "CALL BEFORE YOU DIG" - 1-800-282-7411. ANY STRUCTURES THAT ARE DISCOVERED AND DO NOT APPEAR ON THE PLANS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER, AND UNDER NO CIRCUMSTANCES SHALL BE DISTURBED.
5. REQUIREMENTS OF THE AGENCIES HAVING JURISDICTION OVER THIS PROJECT AND THE PRIVATE UTILITY COMPANIES SHALL BE MET.
6. ALL DEBRIS AND EXCAVATED AND DEMOLISHED MATERIALS NOT SUITABLE FOR FILL (TREES, ROOTS, GRASS, AND OTHER ORGANIC DEBRIS) SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF. NO DEMOLISHED MATERIALS SHALL BE BURIED ON-SITE. GRIND INTO MULCH ALL TREES, STUMPS AND OTHER CLEARING DEBRIS. MULCH AND FILL SUITABLE FOR REUSE SHALL BE STORED ON-SITE WHERE DESIGNATED BY THE ARCHITECT. MULCH AND FILL CAN BE STORED ON ADJACENT PROPERTY.
7. REFER TO AND COORDINATE WORK WITH THE REQUIREMENTS OF THE ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING PLANS/SPECIFICATIONS.
8. IN ALL LOCATIONS WHERE NEW CONSTRUCTION MEETS EXISTING PAVED FACILITIES, THE EXISTING FACILITIES SHALL BE SAVED AND THE PROPOSED WORK SHALL MATCH THE EXISTING GRADE, TO FORM A CLEAN, EVEN JOINT.

CALL BEFORE YOU DIG!!
UTILITY PROTECTION CENTER
1-800-482-8998

LEGEND	
	STORM SEWER
	PROPERTY LINE
	EXISTING INLETS
	EXISTING TREES
	EXISTING TREES



REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>		NO.	DATE	DESCRIPTION									
NO.	DATE	DESCRIPTION											
DESIGNED: APPROVED: 	PROJECT OWNER: HARTWELL FIRST UNITED METHODIST CHURCH 505 PETERSON ROAD ATHENS, GEORGIA G.A.D. 712												
V-100 EXISTING CONDITIONS AND DEMOLITION PLAN SHEET 2 OF 10													



**NEW GYMNASIUM FACILITY
FIRST METHODIST CHURCH
HARTWELL, GEORGIA**

REGISTERED
**SANDBOX
DESIGNS**

P.O. BOX 100 • 706.353.9380 • HALE, GA 30666
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DATE: 10.03.07
DESIGNED BY: 0722
CHECKED BY: 505
DRAWN BY: 505
S-1-1
sandboxdesigns@aol.com