



Mayor/Council Meeting Agenda
Tuesday, December 5, 2023, 5:30 PM
Public Safety Complex, Municipal Court Room
701 Queen City Parkway, Gainesville, GA 30501
Mayor or Mayor Pro Tem Presides

INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS / RECOGNITIONS:

- A. Fire Department Awards

PUBLIC COMMENTS: (20 minutes maximum)

CONSENT AGENDA:

Minutes

- A. November 16, 2023 Work Session
B. November 21, 2023 Mayor/Council Meeting

Resolutions

- A. BR-2023-42 Abandonment and Conveyance of City of Gainesville Owned Property on Harrison Street (AKA Harrison Drive)
B. BR-2023-43 2024 Governing Body Meeting Calendar

PUBLIC HEARING(S):

Annexation/Zoning Items

- A. Request from **Heliodora Galeas De Bonilla** to annex a 0.11± acre tract located on the east side of Harrison Drive, northeast of Old Athens Road (a/k/a **1338 Harrison Drive**) and to establish a zoning of Residential-II (R-II). **Ward Number: Three**. Tax Parcel Number(s): 00-142-001-004. **Request: Existing single-family home.**
- Proposed Annexation Ordinance 2023-28
 - Proposed Zoning Ordinance 2023-29

CITY MANAGER ISSUES:

CITY ATTORNEY ISSUES:

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Friday, December 1, 2023, 10:18 AM



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: November 30, 2023
Date Submitted: December 4, 2023
Final Approval Date:
Presenter: Brandon Ellis, Fire Chief
Item of Business: Fire Department Awards
Meeting Date: December 5, 2023

Purpose of Request:

The purpose of this request is to recognize the following personnel:

- *Fire Officer of the Year - Kyle Keating
- *Firefighter of the Year - Taylor Whitmire
- *Life Saving Award - Station 3 B shift and Station 2 C shift
- *Dan and Henry Award - Heath Hanlon

Facts & Issues / History & Background:

Each individual was selected by their peers for outstanding dedication and commitment. Each award signifies the traditional symbol of bravery, commitment and professionalism within the fire service. The Gainesville Fire Department recognizes individuals that set an example of true commitment every year as a show of appreciation and respect.

Department Recommendation:

N/A

Department Director:

Brandon Ellis

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

N/A

Finance Comments:

Administrative Comments:

Attachments:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 14, 2023
Date Submitted: December 5, 2023
Final Approval Date: December 5, 2023
Presenter: Denise Jordan, City Clerk
Item of Business: November 16, 2023 Work Session
Meeting Date: December 5, 2023

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

Facts & Issues / History & Background:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: April 14, 2023
Date Submitted: December 5, 2023
Final Approval Date: December 5, 2023
Presenter: Denise Jordan, City Clerk
Item of Business: November 21, 2023 Mayor/Council Meeting
Meeting Date: December 5, 2023

Purpose of Request:

The purpose of this request is to allow the governing body to approve the minutes from the referenced meeting.

Facts & Issues / History & Background:

Draft minutes were distributed to the governing body, City Manager, City Attorney and Department Directors for comments/corrections.

Department Recommendation:

Approve the minutes accepting edits as presented.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

None



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: November 30, 2023
Date Submitted: November 30, 2023
Final Approval Date: November 30, 2023
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2023-42 Abandonment and Conveyance of City of Gainesville Owned Property on Harrison Street (AKA Harrison Drive)
Meeting Date: December 5, 2023

Purpose of Request:

The purpose of this request is to authorize the conveyance of 1.292 acres located on Harrison Street to the Gainesville Housing Authority for the purpose of development of the Harrison Village project.

Facts & Issues / History & Background:

Department Recommendation:

Adopt the resolution.

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2023-42 Abandonment and Conveyance of City Owned Property on Harrison Street AKA Harrison Drive
2. Attachment: Exhibit A - Property Description
3. Attachment: Exhibit B - Legal Description
4. Backup Documentation: Letter to Property Owners (Harrison Street)
5. Listing Agreement
6. Appraisal
7. Offer Letter from Gainesville Housing Authority
8. Public Notice

RESOLUTION BR-2023-42

ABANDONMENT AND CONVEYANCE OF CITY OF GAINESVILLE, GEORGIA – OWNED PROPERTY ON HARRISON STREET A/K/A HARRISON DRIVE

WHEREAS, pursuant to O.C.G.A. Sec. 32-7-1 et seq., the City of Gainesville hereby deems it to be in the public interest to abandon a portion of the public roads within its jurisdiction known as Harrison Street a/k/a Harrison Drive, as more specifically set forth in the exhibit attached hereto as Exhibit “A,” and as more specifically described in the legal description attached hereto as Exhibit “B” (hereinafter referred to as “the Property”); and

WHEREAS, the removal of the Property from the municipal street system is in the best public interest, as it will allow for the improvement of adjoining property, with a 26-foot ingress, egress and through easement retained within the Property for the use of the public and traffic necessary for the provision of public services; and

WHEREAS, the City provided notice of the proposed abandonment to property owners located adjacent to the Property; and

WHEREAS, the City hereby certifies and declares the Property to be abandoned and no longer part of the municipal street system; and

WHEREAS, the rights of the public in and to the Property as a public road shall cease, except for the easement retained as set forth above; and

WHEREAS, the City listed the Property through a licensed real estate broker, Doug Carter of Don Carter Realty Co., who has a place of business located in the State of Georgia, for at least 30 days; and

WHEREAS, commencing at the time of the listing of the Property, the City provided for a notice to be inserted once a week for two weeks in the legal organ of Hall County, the Gainesville Times, indicating the name of the real estate broker listing the Property; and

WHEREAS, W. McRae Greene, a real estate appraiser with knowledge of the local real estate market who is licensed in Georgia, established the fair market value of the Property prior to the listing at \$90,440; and

WHEREAS, the Gainesville Housing Authority submitted an offer to purchase the Property for the sum of \$84,000, which offer is within 15 percent of the established market value of the Property.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the conveyance of the Property to the Gainesville Housing Authority or its assigns for the purpose of the development of the Harrison Village project for the sum of \$84,000 and authorizes the Mayor, the City Manager, and the City Attorney to execute a quitclaim deed and such other documents that may be necessary to complete the conveyance of the Property to the Gainesville Housing Authority or its assigns, for the purpose of the development of the Harrison Village project.

Adopted this ____ day of _____, 2023.

RESOLUTION BR-2023-42

**ABANDONMENT AND CONVEYANCE OF CITY OF GAINESVILLE, GEORGIA – OWNED
PROPERTY ON HARRISON STREET A/K/A HARRISON DRIVE**

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

L E G A L D E S C R I P T I O N

`All of that tract or parcel of land lying and being in Georgia Militia District 1385, Hall County, Georgia, City of Gainesville, being more particularly described as follows;

Beginning at the point where the Northwestern Right Of Way of Harrison Square intersects with the Southern Right Of Way of Harrison Drive;

THENCE South 55 degrees 47 minutes 15 seconds East for a distance of 133.54 feet to a point;

THENCE South 56 degrees 22 minutes 40 seconds East for a distance of 75.10 feet to a point;

THENCE South 56 degrees 15 minutes 44 seconds East for a distance of 272.95 feet to a point;

THENCE North 33 degrees 40 minutes 00 seconds East for a distance of 50.00 feet to a point;

THENCE North 56 degrees 15 minutes 44 seconds West for a distance of 272.89 feet to a point;

THENCE North 56 degrees 22 minutes 40 seconds West for a distance of 75.21 feet to a point;

THENCE North 56 degrees 07 minutes 18 seconds West for a distance of 149.93 feet to a point;

THENCE North 56 degrees 12 minutes 48 seconds West for a distance of 87.17 feet to a point;

THENCE North 61 degrees 58 minutes 13 seconds West for a distance of 163.08 feet to a point;

THENCE North 69 degrees 04 minutes 41 seconds West for a distance of 63.09 feet to a point;

THENCE North 34 degrees 12 minutes 41 seconds West for a distance of 299.83 feet to a point;

THENCE South 38 degrees 29 minutes 35 seconds West for a distance of 52.34 feet to a point;

THENCE South 34 degrees 18 minutes 00 seconds East for a distance of 300.04 feet to a point;

THENCE South 68 degrees 45 minutes 18 seconds East for a distance of 74.45 feet to a point;

THENCE South 59 degrees 55 minutes 45 seconds East for a distance of 259.28 feet to a point being The Point Of Beginning.

Said property contains 1.292 acres more or less.

EXHIBIT "B"

HULSEY, OLIVER & MAHAR, LLP

EST. 1914

JULIUS M. HULSEY
R. DAVID SYFAN
THOMAS L. FITZGERALD
THOMAS D. CALKINS
ABBOTT S. HAYES, JR.
PAUL B. SMART
JASON A. DEAN
T. WESLEY ROBINSON
JASON E. VOYLES
JESSICA M. LUND
VANESSA E. SYKES
MONICA B. HATFIELD
AMANDA L. WARD
SPENCER M. PRICE
BRADFORD A. LORENZ

ATTORNEYS AT LAW

E.D. KENYON
(1890-1981)
SAMUEL L. OLIVER
(1942-2011)

OF COUNSEL

JANE A. RANGE

October 18, 2023

VIA FEDEX

Housing Authority of the City of Gainesville
Attn.: Executive Director
750 Pearl Nix Parkway
Gainesville, Georgia 30501

VIA FEDEX

Cristela Munoz
1343 Brown Street
Gainesville, Georgia 30507

VIA FEDEX

Denis Raudales-Giron
7023 Valley Forge Drive
Flowery Branch, Georgia 30542

Dear Property Owners:

I am an attorney for the City of Gainesville ("the City"). I am writing to you regarding a portion of the public roads within the City's jurisdiction known as 1.292 acres on Harrison Street a/k/a Harrison Drive, as more specifically set forth in the exhibit attached hereto as Exhibit "A," and as more specifically described in the legal description attached hereto as Exhibit "B" (hereinafter referred to as "the Property"). The City intends to abandon the Property and remove the Property from the municipal street system, as it is in the best public interest to allow for the improvement of adjoining property. As you are located adjacent to the Property, I am providing you, on behalf of the City, with notice of the proposed abandonment and sale of the Property. The governing body of the City intends to consider and potentially proceed with the abandonment at its regular meeting on December 5, 2023, at the City Public Safety Complex Municipal Court Room, located at 701 Queen City Parkway, Gainesville, Georgia 30501.

Sincerely,



Abbott S. Hayes, Jr.

Enclosures

CC: Bryan Lackey via email

Rusty Ligon via email
Matt Tate via email
Michael Bauer via email
Denise Jordan via email
Angela Sheppard via email
Beth Brown via email
Stewart Duggan via email
Alisa Grayson via email

4888-0002-7784, v. 1

L E G A L D E S C R I P T I O N

`All of that tract or parcel of land lying and being in Georgia Militia District 1385, Hall County, Georgia, City of Gainesville, being more particularly described as follows;

Beginning at the point where the Northwestern Right Of Way of Harrison Square intersects with the Southern Right Of Way of Harrison Drive;

THENCE South 55 degrees 47 minutes 15 seconds East for a distance of 133.54 feet to a point;

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THENCE South 59 degrees 55 minutes 45 seconds East for a distance of 259.28 feet to a point being The Point Of Beginning.

Said property contains 1.292 acres more or less.

EXHIBIT "B"



EXCLUSIVE SELLER BROKERAGE ENGAGEMENT AGREEMENT



2023 Printing

State law prohibits Broker from representing Seller as a client without first entering into a written agreement with Seller under O.C.G.A. § 10-6A-1 et. seq.

A. KEY TERMS AND CONDITIONS

1. **Exclusive Seller Brokerage Engagement Agreement.** For and in consideration of the mutual promises contained herein and other good and valuable consideration, the undersigned seller(s) ("Seller") and the undersigned broker ("Broker") do hereby enter into this Exclusive Seller Brokerage Engagement Agreement ("Agreement") for Broker to exclusively represent the Seller in listing and selling the property described below ("Property") for sale on the terms and conditions set forth herein.

a. **Property Identification:** Address: See attached legal description
City GRANVILLE, County FAIR, Georgia, Zip Code _____
Tax Parcel I.D. Number: _____

b. **Legal Description:** The legal description of the Property is (select one of the following below):

- ☒ (1) attached as an exhibit hereto;
☐ (2) the same as described in Deed Book _____, Page _____, et. seq., of the land records of the above county; OR
☐ (3) Land Lot(s) _____ of the _____ District, _____ Section/
GMD, Lot _____, Block _____, Unit _____, Phase/Section
of _____ Subdivision/Development, according to
the plat recorded in Plat Book _____, Page _____, et. seq., of the land records of the above county;
OR

☐ (4) described below if Property is a condominium unit and a full unit legal description is to be used
(NOT TO BE USED IF PROPERTY IS A FEE SIMPLE TOWNHOME):

Unit _____ of _____ Condominium
("Condominium"), located in Land Lot _____ of the _____ District of _____ County, Georgia,
together with its percentage of undivided interest in the common elements of the Condominium, and its interest in the limited
common elements assigned to the unit ("Unit"). The Condominium was created pursuant to the Declaration of Condominium
for any Condominium ("Declaration"), recorded in Deed Book _____, Page _____, et
seq., _____ County, Georgia records ("Declaration"), and shown and delineated on the plat of
survey filed in Condominium Plat Book _____, Page _____, _____ County,
Georgia records, and on the floor plans filed in Condominium Floor Plan Book _____, Page _____,
_____ County, Georgia records.

2. List Price and Listing Period.

- a. The price at which the Property shall be listed for sale is \$ 84,000.00 ("List Price").
b. **Commencement Date of Agreement:** October 30th, 2023. This Agreement shall commence
and be effective upon it being signed by Seller and Broker and a signed copy delivered to both parties.
c. **Ending Date of Agreement:** November 27th, 2023. This shall be the last full date of the
Agreement after which it shall terminate and no longer be in effect unless the parties agree in writing to extend it.

3. Marketing. Broker agrees to file this listing with the following Multiple Listing Service(s):

- a. **DELIVERY OF AGREEMENT TO AND LISTING WITH MLS. THIS AGREEMENT MUST BE TIMELY DELIVERED TO AND LISTED WITH THE ABOVE-REFERENCED MULTIPLE LISTING SERVICE(S) IN ACCORDANCE WITH THE RULES OF SUCH MULTIPLE LISTING SERVICE(S). THIS OBLIGATION SHALL CONTROL OVER ANY CONFLICTING OR INCONSISTENT LANGUAGE CONTAINED HEREIN.**
b. **Marketing Commencement Date:** _____, 20____. This shall be the date when the Property is first marketed to the public. Seller shall have the right, upon notice to Broker, to move this date up or back by not more than _____ days.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Sandy Carter IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS URGED AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 461-1831.
Copyright © 2023 by Georgia Association of REALTORS®, Inc. F101, Exclusive Seller Brokerage Engagement Agreement, Page 1 of 10, 08/01/23



4. Commission. [Select one or more of the following below.]

- a. Seller agrees to pay Broker the following commission ("Commission") at the closing of any Contract to Sell (as that term is hereinafter defined) of the Property as follows:
- ☒ 7 percent (%) of the sales price;
- ☐ \$ _____;
- ☐ (other) _____.

- b. Broker agrees to pay cooperating broker, if any,
- ☐ _____ % of the sales price;
- ☐ \$ _____;
- ☐ (other) _____.

- c. Commission Adjustment to Cooperating Broker: There may be circumstances where Seller's Broker shall not pay the cooperating broker the Commission referenced in Section A.4(b) above. These circumstances and the Commission that shall be paid in such circumstances are as follows: _____

☐ Check if an additional page(s) (F801) is attached (in which event, the same are incorporated herein).

- d. Separate Commission on Lease: If Seller leases the Property or enters into a lease/purchase agreement or a lease with an option to purchase agreement during this Agreement, Seller shall also pay Broker a separate leasing commission in the amount of \$ _____ and as follows: _____. Notwithstanding any provision to the contrary contained herein, the payment of a leasing Commission (including in lease/purchase transactions or lease with an option to purchase transactions) shall not relieve Seller from paying the Commission at the closing of a Contract to Sell, as provided elsewhere in this Agreement.

5. Protected Period. The length of Protected Period, as that term is herein defined, shall be _____ days.

6. Agency and Brokerage.

- a. The following are types of agency relationship(s) NOT offered by Broker:

☐ seller agency ☐ buyer agency ☐ designated agency ☐ dual agency ☐ sub-agency ☐ tenant agency ☐ landlord agency

- b. If Broker offers dual agency as one of its agency relationships above, Seller ☐ does or ☐ does not consent to Broker acting in a dual agency capacity, as that agency relationship is explained in Section B.6(b) below and in the CBO1 ABCs of Agency. Seller expressly consents to Broker acting in any other agency relationship offered by Broker.

7. Lead-Based Paint Disclosure. Federal law requires disclosure of lead-based paint in homes/residential properties, or a portion thereof, constructed prior to 1978. [select one below]

- a. ☐ A dwelling on the Property, or portion thereof, was constructed prior to 1978. Seller agrees to complete and provide Broker with a signed Lead-Based Paint Disclosure Exhibit (F316) at the same time as the signing of this Agreement and is attached as Exhibit _____.

OR

- b. ☒ No dwelling on the Property, or portion thereof, was constructed prior to 1978.

8. Seller Has the Following Special Circumstances That Will Require Third-Party Approval Before Seller Can Do the Following:

- a. List the Property for Sale:

- ☐ (1) Bankruptcy: Seller has filed for bankruptcy protection and this Agreement is made contingent upon the bankruptcy court authorizing the listing of the Property for sale.
- ☐ (2) Divorce: Seller has filed for divorce and this Agreement is made contingent upon the court having jurisdiction over the divorce action authorizing the listing of the Property for sale.
- ☐ (3) Other (Please describe): _____

- b. Contract to Sell the Property:

- ☐ (1) Bankruptcy: Seller has filed for bankruptcy protection. Any purchase and sale agreement for the sale of the Property will need to be conditioned upon the approval of the bankruptcy court.
- ☐ (2) Divorce: Seller has filed for divorce. Any purchase and sale agreement for the sale of the Property will need to be conditioned upon the approval of the court having jurisdiction over the divorce.
- ☐ (3) Short Sale: The sale of the Property will not generate sufficient proceeds to pay off the Broker's real estate commission and all mortgages or liens on the Property. Therefore, the purchase and sale agreement for the sale of the Property will need to be made contingent upon the mortgage lender(s) and other lien holders agreeing to take less than the face amount of what they are owed.
- ☐ (4) Seller Not On Title: Seller does not yet have title to the Property and the purchase and sale agreement for the Property ☐ will or ☐ will not need to be subject to Seller acquiring title to the Property.
- ☐ (5) Other (Please describe): _____

9. Negotiation. Seller ☒ does OR ☐ does not authorize the Broker to assist, to the extent requested by Seller, in negotiating the terms of and filling out a pre-printed form contracts for Seller's review and approval.

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A.

1. **Exclusive Seller Brokerage Engagement Agreement.** Seller has the full authority to enter into this Agreement for the listing of Seller's Property for sale. This Agreement may not be amended except by the written agreement of Seller and Broker. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. Seller is not a party to any other exclusive seller brokerage engagement agreement and all such previous agreements, if any, have expired and not been renewed. Seller acknowledges that Seller may have to pay a previous broker a real estate commission if Seller is subject to a current seller brokerage engagement agreement or has terminated a previous seller brokerage engagement agreement without the consent of the previous broker.
2. **List Price and Listing Period.**
 - a. **List Price:** Seller agrees to list the Property for sale at the list price specified in this Agreement. The failure of the Property to be shown or sell at the list price may be an indication that the list price for the Property is too high.
 - b. **Initial Listing Period When Property Is Under Contract to Sell:** If the Property is under a Contract to Sell, as that term is defined below, during the Listing Period, but the Listing Period expires prior to the closing, then the Listing Period shall be automatically extended through the closing of the Contract to Sell.
 - c. **Extension:** If during the term of this Agreement, Seller and a prospective buyer enter into: 1) a real property purchase and sale agreement for the Property; 2) a contract to exchange property, including the Property; 3) an option contract for the sale of the Property; or 4) a contract to sell the shares or partnership or membership interests in the legal entity constituting Seller (hereinafter, "Contract to Sell") which is not consummated or closed for any reason whatsoever, then collectively referred to in this Agreement as a "Contract to Sell" which is not consummated or closed for any reason whatsoever, then the Listing Period may be extended unilaterally by Broker for the number of days that Property was under the Contract to Sell (hereinafter, "Extension Period") by Broker providing written notice of the same to Seller within five (5) days of the Contract to Sell not being consummated but in no event later than prior to the expiration of this Agreement (hereinafter, "Notification Period"). If such written notice is not given before the end of the Notification Period, then the Extension Period for that transaction shall be deemed to have been waived by Broker.
3. **Marketing.**
 - a. **Generally:** Broker is authorized to market and advertise Property for sale in any media of Broker's choosing, including the Internet and multiple listing services, and attempt to procure buyers for the Property in cooperation with other real estate brokers and their affiliated licensees. Seller acknowledges that in listing the Property in a multiple listing service, all members of multiple listing services and real estate related third parties will have access to Seller's listing information including images and recordings and the right to use all available technology to create, download, store, supplement and manipulate such listing information to assist Seller in the sale of the Property and for tracking and analyzing real estate transactions. As such, Broker may not always have control over aspects of the marketing of the Property. Any media created or purchased by Broker to be used in the marketing effort shall not belong to or be the property of the Seller and may not be copied, reproduced, or used by Seller or other third parties without the express written permission of the Broker. Seller warrants that any media provided or paid for by Seller is the property of the Seller. Seller agrees to indemnify the Broker for any claim by a third party related to the use of the provided media. Broker shall be allowed to use Seller provided materials, during the term of this Agreement, with any third-party for the purposes of marketing the property, and Seller acknowledges that Broker shall not be liable to Seller for the continued use of media by third parties after the termination of the Agreement. Seller agrees not to place any advertisements on the Property or to advertise the Property for sale in any media except with the prior written consent of Broker. Broker is also hereby authorized to place Broker's "For Sale" sign on Property. If the Property is sold or a Contract to Sell the Property is entered into during the term of this Agreement, the Broker may advertise the Property (including images thereof) in any media of Broker's choosing as being "under contract" while a sale is pending and as being "sold" upon the closing of the Property (except nothing herein shall permit Broker to place a Sold sign on property no longer owned by Seller except with the written permission of the new owner).
 - b. **Images:** Seller agrees to remove any personal property prior to listing the Property of which Seller does not want images to be so captured. Broker shall not be liable to Seller if other brokers or buyers take photographs, videos or use other technology to capture and manipulate images of the Property without the permission of the Seller and Broker.
 - c. **Multiple Listing Service(s):** Broker agrees to file this Agreement with the above referenced Multiple Listing Service(s) within one (1) business day of the Marketing Commencement Date, which shall be the date the Property is made available to the public. Marketing of the property to the public includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks and applications available to the general public. Internal marketing that only goes to other licensees within the Seller's Broker's firm is not considered public facing marketing unless it is distributed to licensees outside of the brokerage firm. Seller acknowledges that the MLS(s) is/are not a party to this Agreement and is/are not responsible for errors or omissions on the part of Seller or Broker. Seller agrees to indemnify Service(s) from and against any and all claims, liabilities, damages or losses arising out of or related to the listing and sale of Property. Seller acknowledges that by virtue of listing the Property in MLS(s), all MLS(s) members and their affiliated licensees, will have access to Seller's listing information for the purpose of assisting Seller in the sale of the Property.
 - d. **Consent of Seller to be Called:** If Seller is on a "Do Not Call List," Seller expressly consents to Broker calling Seller for any purpose related to the sale of the Property. This paragraph shall survive the termination of this Agreement.
 - e. **Lockboxes:** A lockbox may be used in connection with the marketing of Property. There have been isolated instances of reported burglaries of homes on which lockboxes have been placed and for which the lockbox has been alleged to have been used to access the home. In order to minimize the risk of misuse of the lockbox, Broker recommends against the use of lockboxes on door handles that can be unscrewed from the outside or on other parts of the home from which the lockbox can be easily removed. Since prospective buyers and others will have access to Property, Seller agrees to either remove all valuables, prescription drugs and/or keys, or put them in a secure place.

- f. **No Marketing by Seller:** Seller is encouraged to communicate the availability of the Property for sale to friends and other acquaintances. However, since Broker has been hired to exclusively market and show the Property, Seller shall not, with respect to the sale of the Property, prepare and distribute marketing materials, hold open houses, put up signs regarding the Property, create websites for the Property, prepare flyers, brochures or videos or engage in other similar activities without the prior written consent of Broker.

4. **Commission.**

- a. **Obligation to Pay Commission:** In the event that Seller enters into a Contract to Sell or lease, lease/purchase, or lease with an option to purchase the Property or any portion thereof during the term of this Agreement with any buyer, seller agrees to pay Broker's Commission at the closing (regardless of whether the closing is during or after the term of this Agreement), and if applicable, Broker's Leasing Commission prior to the commencement of a lease, lease/purchase, or lease with an option to purchase.
- b. **Sharing of Broker's Commission with Cooperating Broker:** If specified in Section A herein, Broker shall share this commission with a cooperating broker, if any, who procures the buyer of Property by paying such cooperating broker at closing the percent (%) of the sales price of Property referenced above OR the flat amount, if any. There may be times when the Broker may not pay the cooperating broker the full amount of the commission as set forth in Section A herein. If this Agreement specifies that no commission shall be paid by the Seller's Broker to the cooperating broker, then no such commission obligation shall exist. Seller's Broker shall have no obligation to pay any cooperating broker who is not a participant of any of the Multiple Listing Service(s) in which the Property is listed a commission unless cooperating broker has negotiated and executed with the Seller's Broker a Co-Op Commission Agreement (F258).
- c. **Separate Commission on Lease:** Notwithstanding the above, if Seller leases real property or enters into a lease/purchase or lease with an option to purchase contract during this Agreement, Seller shall also pay Broker a separate Leasing Commission in the amount as indicated elsewhere in this Agreement. Notwithstanding any provision to the contrary contained herein, the payment of a leasing commission (including in lease purchase and lease with an option to purchase transactions) shall not relieve Seller from paying the Commission at the closing of a Contract to Sell, as provided elsewhere in this Agreement.

5. **Protected Period.** The Protected Period shall be the period of time set forth in this Agreement commencing upon the expiration of the unilateral termination of this Agreement by Seller during which Broker shall be protected for its Commission or Leasing Commission, as applicable. If this Agreement is unilaterally terminated by Seller without the consent of the Broker, the Protected Period shall be the number of days remaining on what would have been the original term of the Agreement plus the number of days set forth as the Protected Period in Section A.5 of this Agreement. There shall be no Protected Period if Broker and Seller mutually agree to terminate this Agreement. In the event that during the Protected Period, Seller enters into a Contract to Sell or lease, lease/purchase, or lease with an option to purchase of all or any portion of the Property which during the term of this Agreement was submitted to, identified or shown to any buyer (either in person or virtually), was provided specific information about or inquired about the Property, either directly or through a broker working with the buyer, then Seller shall pay Broker at closing or the commencement of the lease, lease/purchase, or lease with an option to purchase, as applicable, the Commission or Leasing Commission set forth above.

Notwithstanding the above, if this Agreement expires (and is not unilaterally terminated by Seller) an exception to the above Commission obligations shall apply and no Commission or Leasing Commission, as applicable, shall be due, owing or paid to Broker if Seller enters into a Contract to Sell or lease, lease/purchase, or lease with an option to purchase all or any portion of the Property during the Protected Period by or through another licensed broker with whom Seller has signed an exclusive seller brokerage engagement agreement. This exception shall not apply if the Agreement is unilaterally terminated by Seller. The Commission rights and obligations set forth herein shall survive the termination of this Agreement.

6. **Agency and Brokerage.**

- a. **Broker's Policy on Agency:** Unless Broker has indicated elsewhere herein that Broker is not offering a specific agency relationship, the types of agency relationships offered by Broker are: seller agency, buyer agency, designated agency, dual agency, sub-agency, landlord agency, and tenant agency.
- b. **Dual Agency Disclosure:** [Applicable only if Broker's agency policy is to practice dual agency and Seller has consented to Broker acting in a dual agency capacity.] If Seller and a prospective buyer are both being represented by the same Broker and the Broker is not acting in a designated agency capacity, Seller is aware that Broker is acting as a dual agent in this transaction and hereby consents to the same. Seller has been advised that:
- (1) In serving as a dual agent, Broker is representing two parties, Seller and the buyer, as clients whose interests are at times could be different or even adverse;
 - (2) Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from either party which is not otherwise required to be disclosed by law;
 - (3) Seller does not have to consent to dual agency. The consent of the Seller to dual agency has been given voluntarily in Section A and the Seller has read and understands this Agreement.
 - (4) Notwithstanding any provision to the contrary contained herein, Seller hereby directs Broker, while acting as a dual agent, to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position except as required by law.
 - (5) Broker or Broker's affiliated licensees will timely disclose to each party the nature of any material relationship with other party other than that incidental to the transaction. A material relationship shall mean any actually known personal, familial, or business relationship between Broker and a party which would impair the ability of Broker to exercise fair and independent judgment relative to another client. The other party whom Broker may represent in the event of dual agency may not be identified at the time Seller enters into this Agreement. If any party is identified after the Agreement and has a material relationship with Broker, then Broker shall timely provide to Seller a disclosure of the nature of such relationship.

- (6) Upon signing this brokerage engagement with the dual agency disclosure contained herein, Seller's consent to dual agency is conclusively deemed to have been given and informed in accordance with state law, provided that Seller has consented to Broker acting in a dual agency capacity in Section A(6) above.
- c. **Designated Agency Disclosure:** *[Applicable only if Broker's agency policy is to practice designated agency.]* Seller does hereby consent to Broker acting in a designated agency capacity in transactions in which Broker is representing Seller and a prospective buyer, but where Broker assigns one or more of its affiliated licensees exclusively to represent the Seller and one or more of its other affiliated licensees exclusively to represent the prospective buyer.
- d. **No Other Adverse Agency Relationships:** Unless specified herein, Broker has no other known agency relationships with other parties which would conflict with any interests of Seller (except that Broker may represent other buyers, sellers, landlords, and tenants in buying, selling or leasing property).
7. **Lead-Based Paint Disclosure.** As required by federal law (*Residential Lead-Based Paint Hazard Reduction Act of 1992, Title X*), if any portion of a residential dwelling was built prior to 1978, the Lead-Based Paint Disclosure Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978. Broker is hereby authorized to distribute any Lead-Based Paint Exhibit to buyer interested in Property.
8. **Special Circumstances.**
- The sale of Property is contingent upon a third party's approval as indicated above. It shall be Seller's responsibility to seek to fulfill any contingency or condition selected herein, if any, and ensure that the purchase and sale agreement is made subject to any such contingency or condition.
 - Broker agrees to keep confidential all information which Seller asks to be kept confidential by express request or instruction unless Seller permits such disclosure by subsequent word or conduct or such disclosure is required by law. Seller acknowledges, however, that buyer and buyer's broker may possibly not treat any offer made by Seller (including its existence, terms and conditions) as confidential unless those parties have entered into a Confidentiality Agreement with Seller.
 - Broker may not knowingly give customers false information.
 - In the event of a conflict between Broker's duty not to give customers false information and the duty to keep the confidences of Seller, the duty not to give customers false information shall prevail.
9. **Negotiation.** While Broker may assist Seller in negotiating the terms of a Contract to Sell, if Seller has elected to have Broker assist in this role, all decisions regarding price, terms and other conditions in a Contract to Sell shall still be made by Seller.
- C. OTHER TERMS AND CONDITIONS**
- Seller's Property Disclosure Statement.** Georgia Law (O.C.G.A. §51-6-2) requires that a Seller disclose known latent defects in the Property which could not be observed by Buyer upon a reasonable inspection of the Property. This is the case even if the Property is sold in "as-is" condition. Within three (3) days of the date of this Agreement, Seller agrees to provide Broker with a current, fully executed Seller's Property Disclosure Statement or Disclosure of Latent Defects & Fixtures Checklist. Broker is hereby authorized to distribute the Seller's Property Disclosure Statement to buyers interested in Property. Seller agrees to promptly update any of the above-referenced disclosure documents through the Closing should any changes occur.
 - HAZARDOUS CONDITIONS ON PROPERTY.** SELLER ACKNOWLEDGES THAT BROKER HAS NO DUTY TO INSPECT THE PROPERTY FOR DEFECTS, HAZARDOUS CONDITIONS, REPAIRS OR ANY OTHER MATTER. SELLER OWES A DUTY OF REASONABLE CARE TO KEEP THE PROPERTY SAFE FOR PROSPECTIVE BUYERS AND THEIR AGENTS, INVITEES AND CONTRACTORS WHO VIEW AND/OR INSPECT THE PROPERTY. THIS DUTY INCLUDES A DUTY TO WARN ALL SUCH PERSONS OF DANGEROUS CONDITIONS THAT WOULD NOT BE OBVIOUS TO SUCH PERSONS. TO MINIMIZE SELLER'S POTENTIAL LIABILITY, SELLER IS ENCOURAGED TO CORRECT ALL HAZARDOUS CONDITIONS ON THE PROPERTY. SELLER AGREES TO INDEMNIFY AND HOLD BROKER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, SUITS AND DAMAGES ARISING OUT OF OR RELATING TO A PERSON OR PERSONS BEING INJURED OR HARMED WHILE ON THE PROPERTY.
 - Limit on Broker's Authority and Responsibility.** Seller acknowledges and agrees that Broker:
 - may show other properties to prospective buyers who are interested in Property;
 - shall have no duty to inspect the Property or advise buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, and lead-based paint; inspection of the Property by a licensed home inspector, construction expert, structural engineer, or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant, or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of the Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Seller acknowledges that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Seller should seek independent expert advice regarding any matter of concern to Seller relative to the Property and this Agreement. Seller acknowledges that Broker shall not be responsible to monitor or supervise or inspect any portion of any construction or repairs to Property and that such tasks fall outside the scope of real estate brokerages services;
 - shall owe no duties to Seller nor have any authority on behalf of Seller other than what is set forth in this Agreement;
 - shall make all disclosures required by law;
 - shall not be responsible for ensuring that Seller complies with the duties and deadlines contained in any Contract to Sell entered into by Seller and that Seller shall be solely responsible for the same; and

- f. shall be indemnified and held harmless by Seller from any and all claims, causes of action, or damages arising out of or relating to:
- (1) inaccurate and/or incomplete information provided by Seller to Broker;
 - (2) earnest money handled by anyone other than Broker;
 - (3) Seller's negligence or intentional wrongdoing;
 - (4) any loss or theft of valuables, prescription drugs, keys, or other personal property, relating to the use of a lockbox or an open house resulting from Seller's failure to remove or secure the same;
 - (5) the existence of undisclosed material facts about the Property or the transaction; and
 - (6) any damages or injuries occurring on the Property as a result of dangerous or defective conditions on the Property or the failure to secure or restrain pets.
- g. shall have no authority to bind Seller to any Contract to Sell or give notices on behalf of Seller other than to forward, if requested by Seller, a notice signed by Seller pertaining to a real estate transaction. Under the standard GAR Purchase and Sale Agreement Forms, notice received by the Broker is deemed to be notice received by the Seller.
4. **LIMIT ON BROKER'S LIABILITY. SELLER ACKNOWLEDGES THAT BROKER:**
- a. SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THEN THE SUM OF \$100; AND
 - b. NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.
5. **Disclosure of Potentially Fraudulent Activities as required by the Georgia Residential Mortgage Fraud Act (O.C.G.A. § 16-8-100 et seq.)**
- a. To help prevent fraud in real estate transactions, Seller does hereby give Broker permission to report any suspicious, unusual and/or potentially illegal or fraudulent activity (including but not limited to mortgage fraud) to:
 - (1) Governmental officials, agencies and/or authorities and/or
 - (2) Any mortgage lender, mortgage insurer, mortgage investor and/or life insurance company which could potentially be harmed if the activity was in fact fraudulent or illegal.
 - b. Seller acknowledges that Broker does not have special expertise with respect to detecting fraud in real estate transactions. Therefore, Seller acknowledges that:
 - (1) Activities which are fraudulent or illegal may be undetected by Broker; and
 - (2) Activities which are lawful and/or routine may be reported by Broker as being suspicious, unusual or potentially illegal or fraudulent.
6. **Miscellaneous.**
- a. **Arbitration:** All claims arising out of or relating to this Agreement and the alleged acts or omissions of any or all the parties hereunder shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award. All claims shall be brought by a party in his or her individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything to the contrary contained herein, this agreement to arbitrate shall not apply to: (1) any claim regarding the handling and disbursement of earnest money; and (2) any claim of Broker regarding the entitlement to or the non-payment of a real estate commission hereunder.
 - b. **Assignability:** As part of a sale of all or substantially all of the assets of Broker to another brokerage firm, Seller consents to this Agreement being assigned by Broker to the other brokerage firm. In such event, the assignee, upon consenting to the assignment, shall: (1) thereafter be responsible for performing all of the duties and responsibilities of the assignor under this Agreement; and (2) have all of the rights of assignor including the right to receive the commissions under the Agreement.
 - c. **Attorney's Fees:** In the event this Agreement, or any provision therein, is enforced through or is the subject of a dispute resulting in litigation or arbitration, the prevailing party shall be entitled to recover its actual attorney's fees, reasonably incurred.
 - d. **Broker:** Where the context indicates the term "Broker" shall include Broker's affiliated licensees.
 - e. **Definition of Seller and Buyer:** For the purposes of this section, the term "Seller" shall include Seller, all members of the Seller's immediate family, any legal entity in which Seller or any member of Seller's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties. For the purposes of this Agreement, the term "buyer" shall include buyer, all members of the buyer's immediate family, any legal entity in which buyer or any member of buyer's immediate family owns or controls, directly or indirectly, more than ten percent (10%) of the shares or interests therein, and any third party who is acting under the direction or control of any of the above parties.
 - f. **Entire Agreement:** This Agreement represents the entire agreement of the parties with respect to listing of the Property for sale and is intended to supersede all prior written and verbal agreements of the parties hereto. No representation, statement, promise, or inducement not contained herein shall be binding on either party hereto. This Agreement shall be binding on the heirs of the Seller.

- g. **Fair Housing Disclosure:** Seller acknowledges that Broker is committed to providing equal housing opportunities to all persons and that Seller and Broker are obligated to comply with state and federal fair housing laws in selling the Property. Seller and Broker agree not to discriminate in the sale of the Property on the basis of race, color, religion, national origin, sex, familial status, disability, sexual orientation or gender identity.
- h. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- i. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- j. **Independent Contractor Relationship:** This Agreement shall create an independent contractor relationship between Broker and Seller. Broker shall at no time be considered an employee of Seller. Unless otherwise stipulated, all affiliated licensees of Broker are independent contractors of Broker.
- k. **No Imputed Knowledge:** Seller acknowledges and agrees that with regard to any property which Seller intends to sell, there shall be no knowledge imputed between Broker and Broker's licensees or between the different licensees of Broker. Broker and each of Broker's licensees shall be deemed to have only actual knowledge of such properties.
- l. **Notices Between Seller and Broker:**
- (1) **Communications Regarding Real Estate Transactions:** Seller acknowledges that many communications and notices in real estate transactions are of a time sensitive nature and that the failure to be available to receive such notices and communications can have adverse legal, business and financial consequences. During the term of this Agreement, Seller agrees to remain reasonably available to receive communications from Broker.
 - (2) **Notices between Broker and Seller Regarding this Agreement:** Seller and Broker agree that communications and notices between them regarding the terms of this Agreement shall be in writing, signed by the party giving the notice, and may be delivered in person or to any address, e-mail address and/or facsimile number to the person to whom the communication or notice is being given specifically set forth in this Agreement. It is the intent of the parties that those means of transmitting notices for which a party has not provided an address or number shall not be used for receiving notices and communications. For example, if a party has not provided an e-mail address in this Agreement, it shall mean that the party is not accepting notices or communications sent by this means.
- m. **Referrals:** Seller hereby authorizes Broker to refer Seller to another real estate licensee or broker for brokerage or relocation services, or to a builder for services, not related to the sale of the Property. Seller acknowledges and agrees that Broker may receive a valuable consideration for the referral.
- n. **Statute of Limitation:** All claims of any nature whatsoever against Broker and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- o. **Survival:** The rights and obligations of Broker to a commission subsequent to the termination or expiration of this Agreement as set forth herein, the limitation of liability, the obligation to arbitrate and indemnify Broker and other similar provisions that by their terms are meant to protect Broker shall survive the termination of this Agreement.
- p. **Third Party Vendors:** Broker may provide Seller with the names of vendors to perform services on behalf of Seller relative to real estate transactions involving Seller. Broker does not warrant or endorse the performance of any such vendor and the names of vendors are provided solely as a courtesy and starting point for Seller to identify possible vendors to perform services on behalf of Seller. Seller agrees to do his or her own due diligence regarding the skills, expertise and reputation of all such vendors performing services for Seller and the terms of all contracts with vendors (including whether there is a limitation of liability in such contracts). All decisions regarding which vendor to hire shall be solely that of Seller.
- q. **Time of Essence:** Time is of the essence of this Agreement.
- r. **Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable".
7. **Broker's and Seller's Duties.**
- a. **Broker's Duties to Seller.** Broker shall promote the interests of the Seller by:
- (1) seeking a sale price at the price and terms stated in this Agreement or at a price and terms acceptable to Seller; provided, however, Broker shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a Contract to Sell, unless brokerage engagement so provides;
 - (2) timely presenting all offers to and from the Seller, even when Property is subject to a Contract to Sell;
 - (3) disclosing to the Seller material facts which the Broker has actual knowledge concerning the transaction;
 - (4) advising Seller to obtain expert advice as to material matters which are beyond the expertise of Broker; and
 - (5) timely accounting for all money and property received in which the Seller has or may have an interest.
- b. Broker shall keep confidential all information received by Broker during the course of the engagement which is made confidential by an express request or instruction from Seller unless Seller permits such disclosure by subsequent word or conduct, or such disclosure is required by law; provided, however, that disclosures between Broker and any of Broker's affiliated licensees assisting Broker in representing Seller shall not be deemed to breach the duty of confidentiality described above.

c. Seller's Duties. Seller will do the following:

- (1) cooperate with Broker to sell the Property to prospective buyers and will refer all inquiries concerning the sale of Property to the Broker during the term of this Agreement;
- (2) make the Property available for showing at reasonable times as requested by Broker;
- (3) provide Broker with accurate information regarding the Property (including information concerning all adverse material facts pertaining to the physical condition of Property);
- (4) comply with all local, state and federal laws applicable to the sale of the Property; and
- (5) carefully read all Contracts to Sell before signing them and comply with all duties and all time deadlines contained therein.

8. Seller Default.

a. Events Constituting a Seller Default. Seller shall be in breach of this Agreement if Seller:

- (1) Terminates this Agreement prior to the end of the Agreement without the prior written agreement of Broker. Broker removing the listing from multiple listing service(s), taking down Broker's sign, ceasing to market the Property after this Agreement is unilaterally terminated by Seller and other similar activities shall not be evidence of the Broker's agreement to mutually terminate this Agreement, but shall instead merely be an acquiescence by Broker of the unilateral termination by Seller;
- (2) Defaults under any Contract to Sell the Property resulting in such contract not closing;
- (3) Agrees with a buyer of the Property to terminate a Contract to Sell without the consent of Broker; or
- (4) Refuses to accept a lawful, bona fide, written offer to purchase the Property meeting the following terms and conditions at a time when the Property is not otherwise under contract:
 - (a) The purchase price in the offer, after deducting all fees, costs and contributions to be paid by the Seller (other than the real estate brokerage commission to be paid by Seller and the Seller's payment of ad valorem real property taxes through the date of closing) is for at least the full listing price set forth herein and is to be paid in cash or cash equivalent at the closing;
 - (b) The offer is not subject to contingencies, conditions precedent, due diligence periods, or required terms other than those set forth herein;
 - (c) The offer is not subject to Seller warranties or representations other than: (i) those warranties the Seller agrees to provide in any Seller's Property Disclosure Statement the Seller has filed out and made available to prospective buyers for inclusion in any offer, and (ii) the Seller warranting to convey good and marketable title (which for all purposes herein shall have the same meaning as set forth in the GAR Purchase and Sale Agreements) to the Property at closing by limited warranty deed; and
 - (d) The date of closing in the offer is not less than thirty (30) days nor more than forty-five (45) days from the offer date.

Notwithstanding the above, in the event there are multiple offers to purchase the Property meeting the above criteria, Seller shall not be in breach of this Agreement if the Seller first gives the prospective buyers a reasonable opportunity (not exceeding ten (10) days from the date of the first offer) to make their best offer to purchase the Property and Seller accepts one of the offers.

b. Broker Remedies for Seller Default. Seller shall immediately pay Broker the Commission referenced herein for any of the Seller defaults above, except for Seller unilaterally terminating this Agreement prior to the end of the Listing Period (as the same may have been extended as provided for herein). With respect to this event of default, Seller's obligation to pay Broker its Commission shall be controlled by the Protected Period sections of this Agreement.

c. Seller Default. In the event Seller defaults under this Agreement, Seller shall, in addition to its other obligations set forth elsewhere herein, immediately reimburse Broker for the out-of-pocket costs and expenses incurred by Broker and Broker's affiliated licensees in seeking to market and sell the Property. Such costs and expenses shall include, without limitation, printing, and copying charges, mileage at the highest rate allowed by the IRS as a business deduction and expenses to advertise the Property in various media. Seller shall also pay all costs, fees and charges for removing the listing from any multiple listing service. The payment of these costs, fees, charges and expenses by Seller shall not waive or limit Broker's right to assert any other claim, cause of action or suit (hereinafter collectively, "Claims") against Seller for Broker's Commission and for other damages and shall not release Seller from such Claims. Notwithstanding the above, the amount of such fees, charges, costs and expenses paid by Seller to Broker hereunder shall be an offset against any Claim of Broker for a Commission.

9. WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD. Fraudulent e-mails attempting to get the buyer and/or seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, closing attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the closing. Those instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The buyer and/or seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and sellers should be on special alert for: 1) emails directing the buyer and/or seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

10. **Brochures.** Brochures referenced herein are prepared courtesy of GALT. The recommendations contained therein are general in nature and may not be applicable to the transaction reflected in this Agreement, and are not intended to either be exhaustive or specific advice that Seller should rely on without Seller first consulting with independent experts and professionals of Seller's own choosing to ensure that Seller is protected.

The following Brochures have been received by the Seller(s): (Check all that apply. Any box not checked means the Seller(s) has not received that brochure or other consumer information)

- ☐ GAR CB01 - The ABC's of Agency
- ☐ GAR CB04 - Lead Based Paint Pamphlet
- ☐ GAR CB07 - Mold Pamphlet
- ☐ GAR CB08 - EPA Home Buyer's and Seller's Guide to Radon Pamphlet
- ☐ GAR CB10 - Protect Yourself When Selling Real Property
- ☐ GAR CB20 - What Buyers and Sellers Should Know About Short Sales and Distressed Properties
- ☐ Other: _____
- ☐ Other: _____

11. **Exhibits and Addenda.** All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement. If any such exhibit or addenda conflicts with any preceding paragraph (including any changes thereto made by the parties), said exhibit or addendum shall control:

- ☒ Legal Description Exhibit (F807 or other) " A "
- ☐ Lead-Based Paint Exhibit (F318) " _____ "
- ☐ Retainer Fee Exhibit (F149) " _____ "
- ☒ Other: Survey Exhibit B
- ☐ Other: _____

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph, shall control:

- ☐ Additional Special Stipulations (F248) are attached.

BY SIGNING THIS AGREEMENT, SELLER ACKNOWLEDGES THAT: (1) SELLER HAS READ ALL PROVISIONS AND DISCLOSURES MADE HEREIN; (2) SELLER UNDERSTANDS ALL SUCH PROVISIONS AND DISCLOSURES AND HAS ENTERED INTO THIS AGREEMENT VOLUNTARILY; AND (3) SELLER IS NOT SUBJECT TO A CURRENT SELLER BROKERAGE ENGAGEMENT AGREEMENT WITH ANY OTHER BROKER.

SELLER'S ACCEPTANCE AND CONTACT INFORMATION

1 Seller's Signature
Angela Sheppard
Angela Sheppard
City of Gainesville
Print or Type Name
P.O. Box 24916
Seller's Address for Receiving Notice
Gainesville GA 30503
770-535-6865
Seller's Phone Number: ☐ Cell ☐ Home ☐ Work
asheppard@gainesvilloga.gov
Seller's E-mail Address

2 Seller's Signature

Print or Type Name

Date

Seller's Address for Receiving Notice

Seller's Phone Number: ☐ Cell ☐ Home ☐ Work

Seller's E-mail Address

☐ Additional Signature Page (F146) is attached.

APPROVED AS TO FORM
Abbot J. Hyatt, Jr., City Attorney

BROKER / BROKER'S AFFILIATED LICENSEE CONTACT INFORMATION

Don Carter Realty
Brokerage Firm
Doug Carter
Broker/Affiliated Licensee Signature
Doug Carter
Print or Type Name
10-30-23
Date
770-539-4867
Licensee's Phone Number
139536
Fax Number
GA Real Estate License Number

DCRC
MLS Office Code
770-539-4867
Broker's Phone Number
P.O. Box 535
Gainesville GA 30503
Broker's Address
doug@doncarterrealty.com
Licensee's E-mail Address
Hall County Board of Realtors
REALTOR® Membership

RECEIPT OF A COPY OF THIS AGREEMENT IS HEREBY ACKNOWLEDGED BY SELLER.

The above Agreement is hereby accepted 3:30 o'clock P.m. on the date of
10-30-23

EXHIBIT "A"

LEGAL DESCRIPTION

All of that tract or parcel of land lying and being in Georgia Militia District 1385, Hall County, Georgia, City of Gainesville, being more particularly described as follows;

Beginning at the point where the Northwestern Right Of Way of Harrison Square intersects with the Southern Right Of Way of Harrison Drive;

THENCE South 55 degrees 47 minutes 15 seconds East for a distance of 133.54 feet to a point;
THENCE South 56 degrees 22 minutes 40 seconds East for a distance of 75.10 feet to a point;
THENCE South 56 degrees 15 minutes 44 seconds East for a distance of 272.95 feet to a point;
THENCE North 33 degrees 40 minutes 00 seconds East for a distance of 50.00 feet to a point;
THENCE North 56 degrees 15 minutes 44 seconds West for a distance of 272.89 feet to a point;
THENCE North 56 degrees 22 minutes 40 seconds West for a distance of 75.21 feet to a point;
THENCE North 56 degrees 07 minutes 10 seconds West for a distance of 149.93 feet to a point;
THENCE North 56 degrees 12 minutes 40 seconds West for a distance of 87.17 feet to a point;
THENCE North 61 degrees 58 minutes 13 seconds West for a distance of 163.08 feet to a point;
THENCE North 69 degrees 04 minutes 41 seconds West for a distance of 63.09 feet to a point;
THENCE North 34 degrees 12 minutes 41 seconds West for a distance of 299.83 feet to a point;
THENCE South 30 degrees 29 minutes 35 seconds West for a distance of 52.34 feet to a point;
THENCE South 34 degrees 10 minutes 00 seconds East for a distance of 300.04 feet to a point;
THENCE South 60 degrees 45 minutes 18 seconds East for a distance of 74.45 feet to a point;
THENCE South 59 degrees 55 minutes 45 seconds East for a distance of 259.28 feet to a point being The Point Of Beginning.

Said property contains 1.292 acres more or less.

APPRAISAL REPORT OF:

City of Gainesville Housing Authority
Sale of Harrison Street Right of Way
Located off Old Athens Hwy
Gainesville, Hall County, Georgia

OWNER OF RECORD:

The City of Gainesville

PREPARED FOR:

The City of Gainesville
Office of the City Attorney

PREPARED BY

W. McRae Greene
CG-1548
Greene Real Estate Service, Inc.
Gainesville, Georgia 30501

DATE OF REPORT AND VALUATION

November 3, 2023

November 3, 2023

GREENE REAL ESTATE SERVICES, INC.

APPRAISERS AND CONSULTANTS

POSTOFFICE BOX 811
GAINESVILLE, GEORGIA 30503

W. McRae Greene, Jr. President

Office 770-532-1245
raeg44@gmail.com

Abbot Hayes, Jr.
City Attorney
City of Gainesville, Georgia

November 3, 2023

RE: City of Gainesville Housing Authority
Sale of Harrison Street Right of Way

Dear Mr. Hayes:

In regards to your request for a valuation and analysis of the abandonment of a portion of Harrison Street, may I advise that I have made a personal inspection of the property and analyzed the pertinent data necessary to form an opinion of value.

The project is the abandonment of the right of way of a portion of Harrison Street which is irregular in shape and is a 50 ft. right of way with a total area of 1.292 acres or 56,264 square feet. The present use is a public street connecting Harrison Drive and an unopened right of way extending to the right of way of I-985. A portion of the public street is abutted by properties of the Housing Authority and it provides additional access to other undeveloped properties of the Housing Authority.

The use of this property by the owners would allow them to utilize the abandoned street to the Highest and Best Use which would allow for benefits to the City by improving the area with a modern multi-family housing project containing 120 living units including a clubhouse and amenity picnic area. The abandonment would not have a negative impact on local traffic and would benefit the adjoining property owner for access and redevelopment of the site.

It is my opinion that the subject property has a current Fair Market Value of \$90,440.

Thank you for the opportunity to be of service in this matter.

Respectfully,



W. McRae Greene
GA Certified Appraiser - 1548

RESTRICTED USE APPRAISAL

Section 1 - Project Identification

City of Gainesville Housing Authority
Sale of Harrison Street Right of Way

Section 2 - Parcel Identification

Parcel Owner: City of Gainesville

Adjoining Owner: City of Gainesville Housing Authority

Parcel 01142 001002: Housing Authority of the City of Gainesville
Abandoned Public Street containing 1.292 Acres

Section 3 - Owner Contact/Ownership Interests

Contact

The property owner is the client in this appraisal.

Inspection

The property was inspected by the appraiser on multiple occasions with the last being November 1, 2023

Occupancy

The property is a public street that has been used for access.

Rent

N/A

Title History

N/A

Section 4- Reporting Disclosure

This report is intended for the use of the client only. A general data book was not prepared and all the data necessary to properly understand this report is included herein.

Purpose and intended use of the appraisal:

The purpose of this appraisal is to estimate the Fair Market Value of the Fee Simple Interest in the property as an unimproved parcel and to estimate the contributory value of the underlying land to the adjoining owners to its Highest and Best Use.

Client and intended use of the appraisal:

This appraisal is being prepared for City of Gainesville. It is understood that this report will be used to determine the Fair Market Value of the abandonment of a portion of Harrison Street Right of Way.

State and reference a definition of the value to be estimated:

The following definitions are those as stated in The Appraisal of Real Estate, Eleventh Edition, Appraisal Institute, p.23, 137 & 146

Market Value may be defined as:

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

- a) Buyer and seller are typically motivated:
- b) Both parties are well informed or well advised, and each acting in what they consider their best interest:
- c) A reasonable time is allowed for exposure in the market:
- d) Payment is made in terms of cash in United States dollars or in terms of finance arrangements comparable thereto: and
- e) The price represent the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated by anyone with the sale.

Fee Simple Ownership may be defined as:

“absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.”

Easement may be defined as:

“An easement is usually the right to perform a specific action on a particular parcel of property or a portion thereof, by the grantees who do not hold the underlying fee.”

Exposure time:

Assumed to be adequate, sufficient, and reasonable. Effort for exposure is assumed to be adequate, sufficient and reasonable. Both items are assumed to precede the effective date of value. The time frame is an integral part of the appraisal analysis and is based on one or more of the following:

- a) Statistical information about days on the market
- b) Information gathered through sales verification; and
- c) Interviews of market participants

Appraisal Type

This is an appraisal of unimproved and improved commercial property with the land only being valued.

Scope of Assignment

Extent and process of collecting, confirming and reporting all data - all data, which was considered to be pertinent to the valuation of the subject property was gathered. This included, but was not limited to, local and neighborhood economic trends, conformity of land uses, zoning and market sales data. These sales were researched to determine factors that would influence the sales price and their comparability to the subject. These sales were verified through the buyer, seller or other knowledgeable parties, and/or including the public records.

Describe any special limitations

All limiting conditions and assumptions that affect the analysis and conclusions are included in this report.

Section 5 - Local Government Requirements

Zoning

Classification:	R-II (Residential Multi Family)
Governmental Jurisdiction:	City of Gainesville
Permitted Uses:	Access to Adjoining Properties
Restrictions:	Public Right of Way only

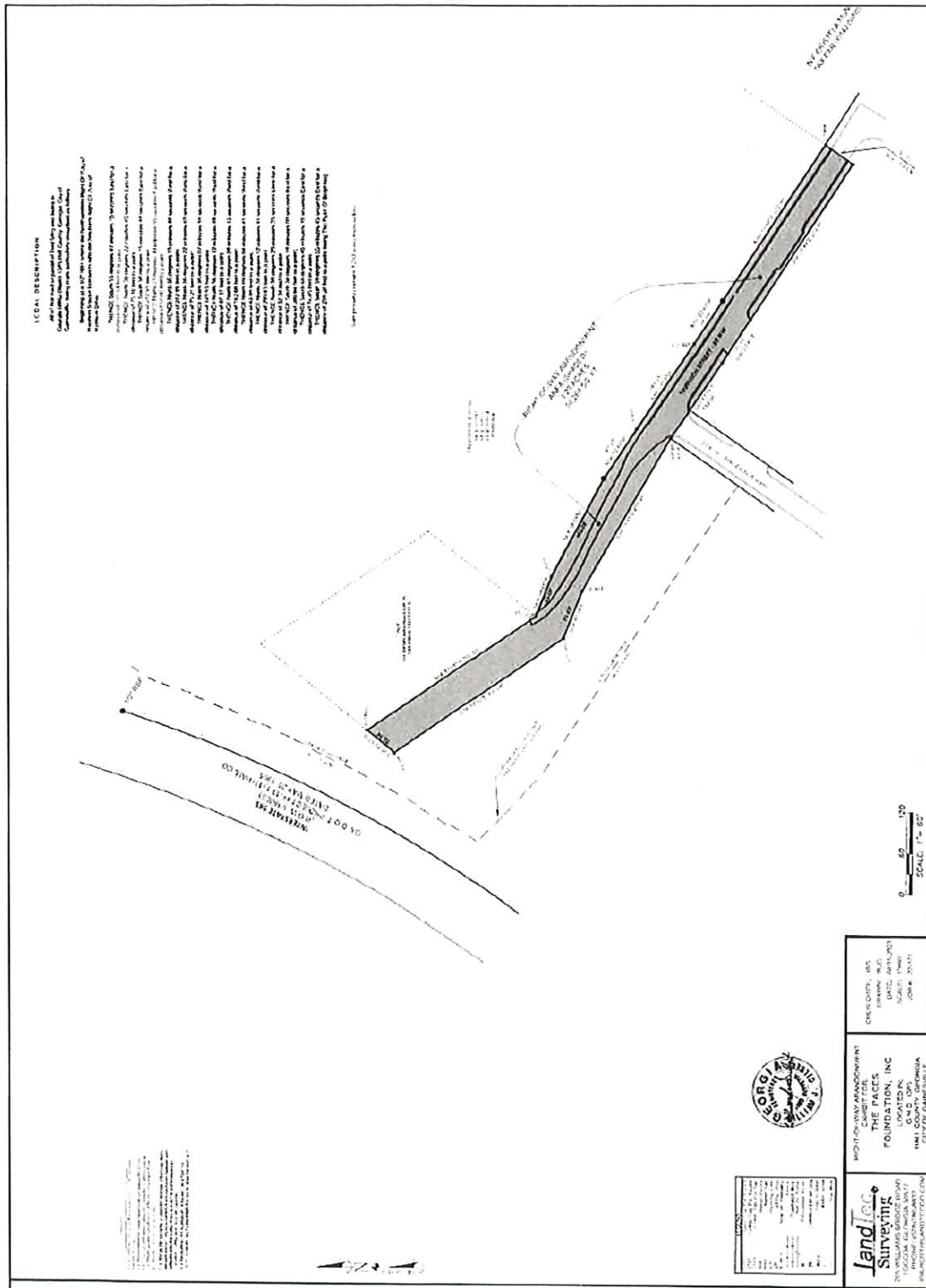
Section 6 - Property Description

The project is the abandonment of the right of way of a portion of Harrison Street. This is an irregular shaped area of an 50 ft. right of way approximately 1,125 ft. in length containing a total area of 1.292 acres or 56,264 square feet.

The present use is a public street connecting Harrison Square to Old Athens Hwy. A portion of the public street is abutted by properties of the Housing Authority and it provides additional access to other undeveloped properties. Other adjoining properties are under to be developed in a proposed multi-family apartment project to facilitate an expansion of existing multi-family use.

For description see aerial photos and tax maps and plats included in this report.

Subject Property



L E G A L D E S C R I P T I O N

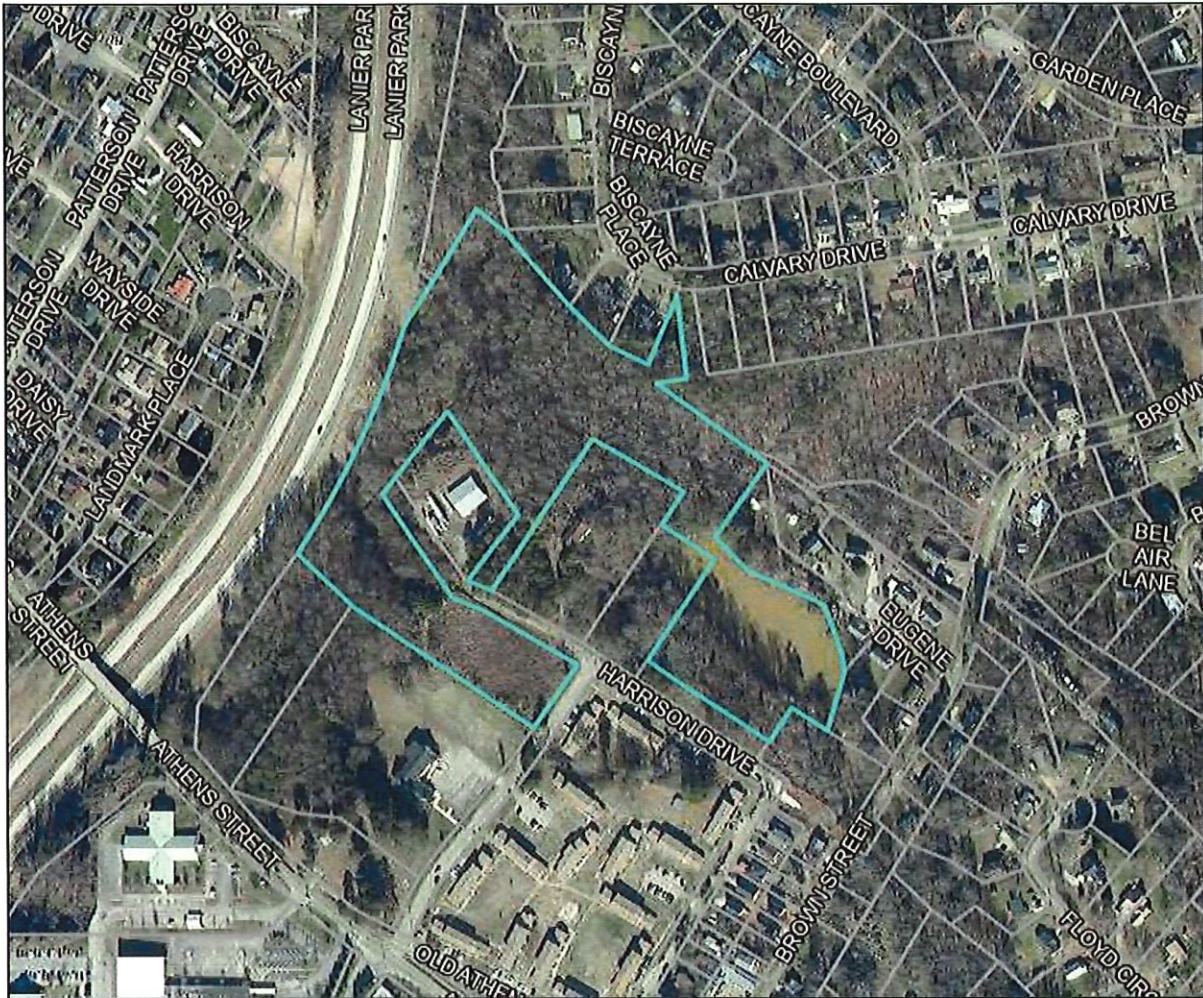
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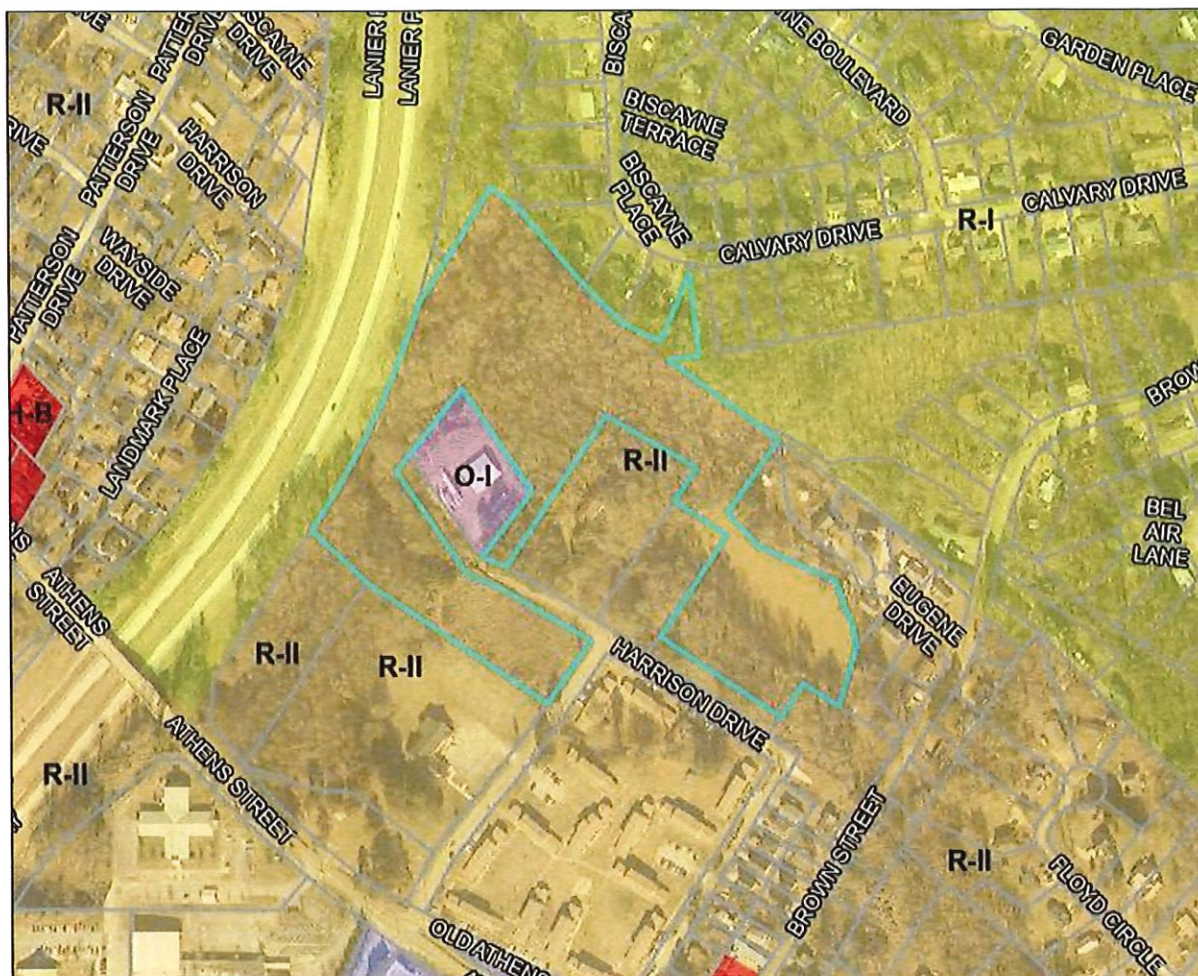
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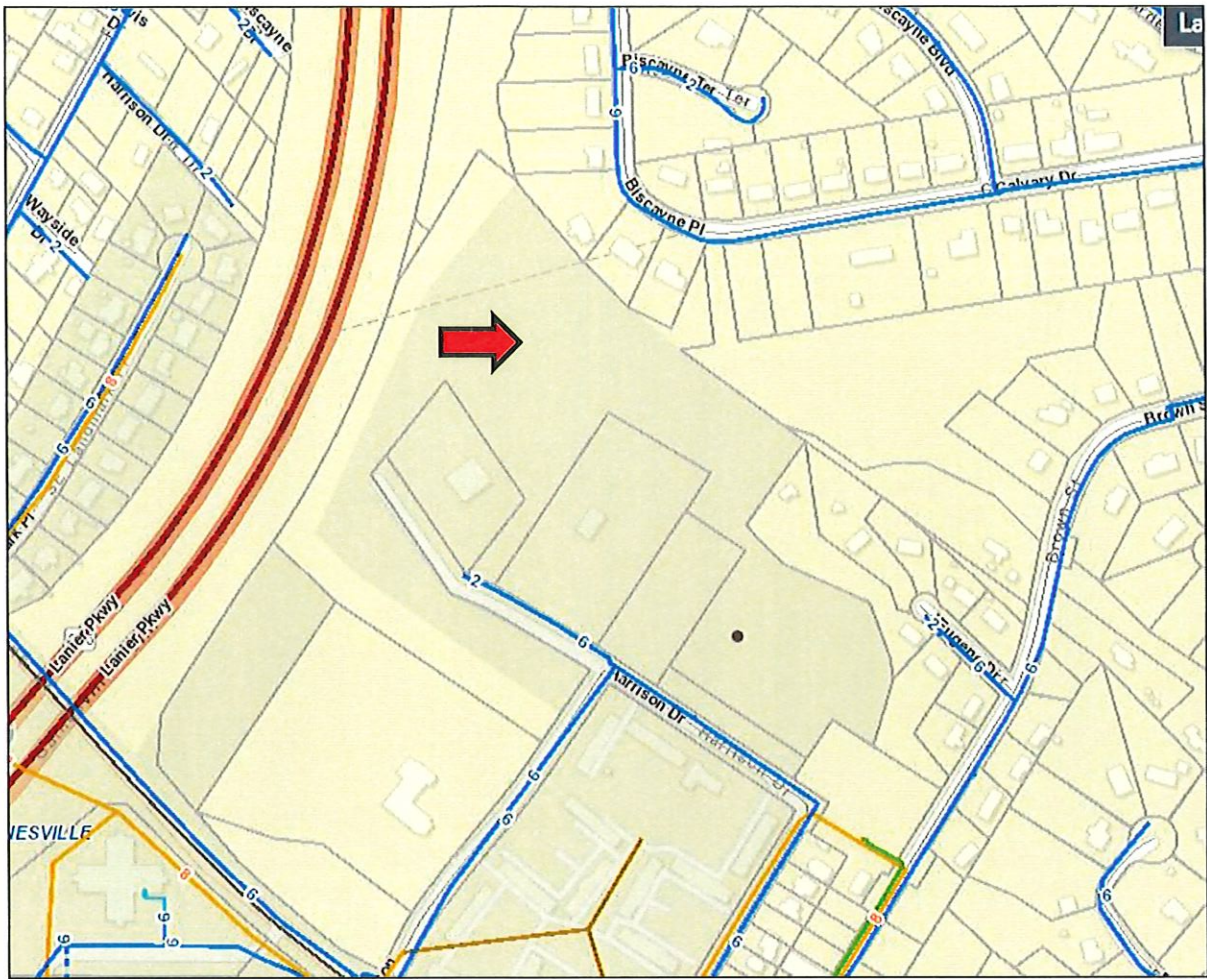
Identification of Project and Area



Aerial View of Total Subject



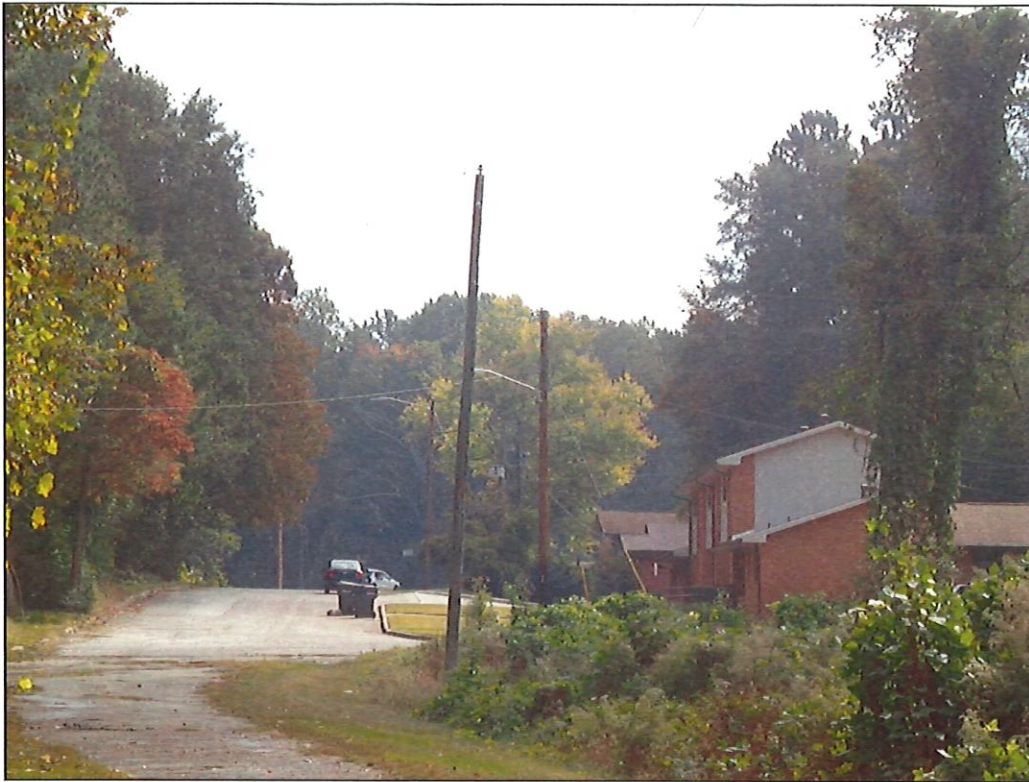
Zoning of Adjoining Parcels



Utilities – Blue=Water, Gold=Sewer



Subject area







Section 7 – Highest and Best Use

Four major criteria are considered in a Highest and Best Use analysis. These are the physical attributes of the property; the legal restrictions attached to the property (zoning); the most financially feasible use for the property; and the use that will provide the maximum financial return to the owner

The Highest and Best Use for the subject property “As Is” is to provide access to the adjoining properties to allow for the development of a planned 120 unit multi-family apartment complex.

Section 8 - Valuation, Before Abandonment

APPRAISAL PROCEDURE

In estimating the present fair market value of the subject property all approaches to value were considered. Since the present and surrounding use indicates that the highest and best use for valuation is as unimproved and available for development, the sales comparison approach to value will be utilized to value the land only. This is the approach that compares the subject property to other similar properties that have sold or currently offered for sale. These properties are compared to the subject and are adjusted based on their dissimilar characteristics.

LAND VALUATION

In order to estimate the market value of the subject, consideration is given to all sales in the general market area for the past three years of vacant or under improved tracts. All of the sales are considered generally comparable and relevant to the valuation of the subject property.

There was only one unimproved land sale that was considered highly comparable to the subject property. It was a 1.2 acre unimproved tract located at 1098 Athens Street. It was highly similar in all areas of comparability. It sold for \$69,900 on December 8, 2022 and is considered an arm's length transaction. This sale indicated value as unadjusted.

Also considered to indicated value, is a contract of purchase and sale of a 1.32 acre tract that joins the subject property. The purchaser is the City of Gainesville Housing Authority and this contract was negotiated between the parties and indicates value as an arm's length transaction. The contract was signed on July 2, 2023 with a purchase price of \$350,000. The property will also be utilized by the proposed apartment project. This sale was adjusted to indicate value of the subject. The subject is a 50 x 1,125 +/- strip that is unbuildable as a stand-alone tract. It adds value to the adjoining property for assemblage in a development project. This value estimate is made by the appraiser based on years of experience in the field of valuation of right of ways and uneconomic remnants. This amount is calculated at 30% of the fee simple value.

VALUATION SUMMARY

The value of the “unimproved land” is based on the actual sales price paid in the general market and is estimated based on arm’s length transactions. The final value is calculated as follows.

INDICATED VALUES

Sale 1

1.20 acres at \$69,900 per acre = \$58,250 per acre

Sale 2

1.32 acres at \$350,000 per acre = \$265,150
\$265,150 @ 30% = \$79,550 per acre

Average	\$68,900 per acre
Mid Range	\$ 65,000 to \$ 70,000 per acre

Based on these considerations, it is our opinion that the Fair Market Value of the subject property for assemblage is in the upper range and is estimated to be \$70,000 per acre.

1.292 acres @ \$70,000 per acre = \$90,440

ASSUMPTIONS AND LIMITING CONDITIONS

These appraisal reports have been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible management and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The tax plats, right-of-way plans and illustrative material in the reports are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of property, subsoil, or restrictions that render it more or less valuable. Nor is responsibility assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certifications of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based.
10. It is assumed that the utilization of the land and improvement is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. The distribution, if any of the total valuation in the report between land and improvements applies only under the stated program of utilization. The separate allocations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
12. Possession of the report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with properly written qualification and only in its entirety. Therefore, the liability of the appraiser shall be expressly limited to the person for whom the appraisal was addressed and any reliance there on by any third party shall not be justifiable and therefore at the peril of the third party.
13. The appraiser herein by reason of the appraisal is not required to give further consultation, testimony or be attendance in court with reference to the property in question unless arrangements have been previously made.

14. Neither all nor any part of the contents of the report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without the prior consent and approval of the appraiser.

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

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

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

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

19. The subject is specifically conditioned on present market conditions, any changes may affect the market value stated.

20. Unless otherwise stated in the report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser however **is not qualified** to detect such substances. The value is predicated on the assumption that there are no such materials on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge necessary to discover them. The client is urged to retain an expert in this field, if desired.

21. It is specifically noted as a condition of the appraisal that, unless found otherwise, the furnished plans for the project, furnished square foot or metric areas, owner furnished information, as well as county tax record information regarding the subject is believed to be reliable.

CERTIFICATION OF APPRAISER

STATE OF GEORGIA
COUNTY OF: HALL

I Hereby Certify:

That I have personally inspected the property appraised herein and that I have also made a personal field inspection of the comparable sales relied upon in making said appraisal. The subject and the comparable sales relied upon in said appraisal were as represented in said appraisal or in the data book or report which supplements said appraisal. That no one provided significant professional assistance to the appraiser in completion of this report.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true and correct, the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions. That my analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice. The appraiser is currently certified under the continuing education program of the State of Georgia through the date July 31, 2024. The appraiser is also currently certified under the voluntary continuing education program of American Society of Appraisers.

That I understand that such appraisal may be used in connection with the abandonment of right of way by the City of Gainesville.

That such appraisal has been made in conformity with the appropriate State laws, regulations, and policies and procedures applicable to appraisal of right-of-way for such purposes; and that to the best of my knowledge, no portion of the value assigned to such property consists of items, which are non-compensable under the established law of said State.

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event. That I have no personal interest in or bias with respect to the parties involved and that I have no present or prospective interest in the property that is the subject of this report.

That I have not revealed the findings and results of such appraisal to anyone other than the proper officials of the acquiring agency and I will not do so until so authorized by said officials, or until I am required to do so by due process of law, or until I am released from the obligation by having publicly testified as to such findings.

That it is my opinion of just compensation for the disposition as of the November 3, 2023 is \$90,440 based upon my independent appraisal and the exercise of my professional judgment.



W. McRae Greene
Georgia Certification #1548

QUALIFICATIONS OF W. McRAE GREENE, JR.

Greene Real Estate Services, Inc.
P.O. Box 811
Gainesville, Georgia 30503
770-532-1245 raeg44@gmail.com

EDUCATION

BBA Degree - University of Georgia (1966)
BBA Degree with Major in Real Estate
Continuing Education - Annual courses and seminars in all areas of real estate brokerage, finance and appraisal

AFFILIATIONS

Affiliate member - Appraisal Institute
Member - National Association of Independent Fee Appraisers (Certification IFAS)
Past President - Gainesville Hall County Association of Realtors
Past Director - Georgia Association of Realtors

EXPERIENCE

Georgia Licensed Real Estate Broker (# 085049) Originally Licensed Oct. 1965
Tennessee Certified General Real Estate Appraiser (#5266)
South Carolina Certified Real Estate Appraiser (# 7437)
Georgia Certified Real Estate Appraiser (#1548)
Unlicensed States by reciprocal temporary licensing agreement
Owner and President of Greene Real Estate Services, Inc. (1966 - Present)
Active Real Estate Appraiser (1966 - Present)

RECENT CLIENTS

Clients for appraisal assignments over the past three years include Governmental Agencies, Lending Institutions, Businesses, Estates, Individuals, Certified Public Accountants and Attorneys. Also, testimony relating to real estate value in the Superior Courts of most counties in Northeast Georgia, Federal Court and U.S. Bankruptcy Court.

Internal Revenue Service

For over 30 years appraisals for fee simple interest charitable donations that meet IRS requirements.

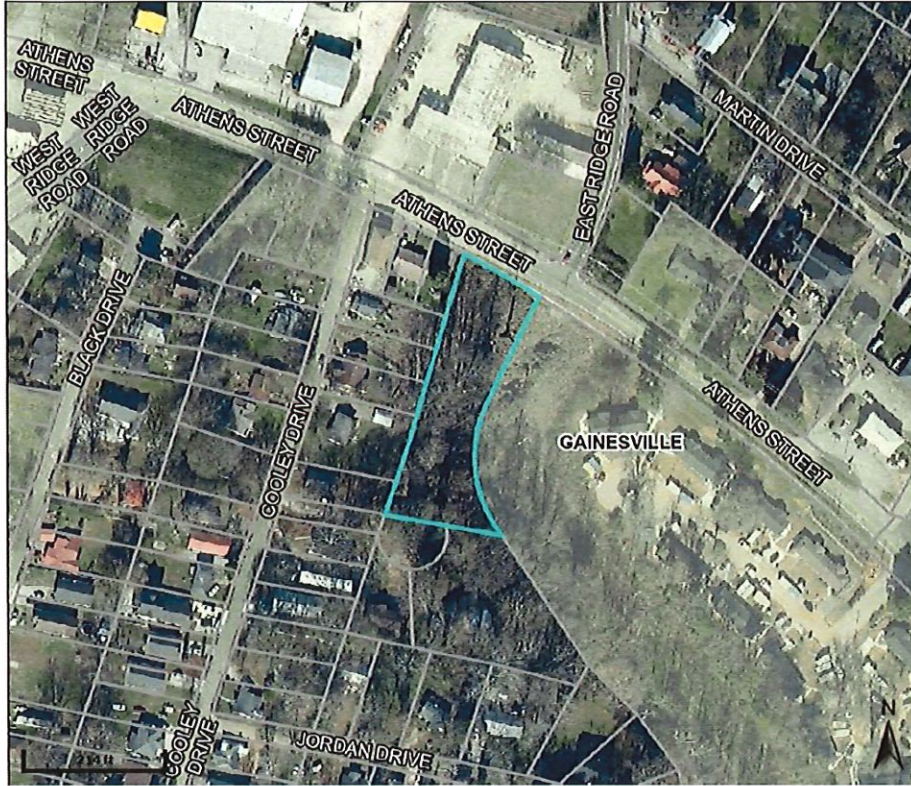
Specific recent clients include: (conservation easement clients not disclosed)

Georgia Department of Transportation
Etowah Water and Sewer Authority
Cobb County Water and Sewer Department
Cities of Gainesville, Cornelia, Clayton, Georgia
United States Corps of Engineers

Valuation assignments utilizing before and after analysis of easement interest for public utilities, property acquisitions and sales of surplus properties.

ADDENDUM

COMPARABLE LAND SALES SUMMARY
(COMPLETE DATA AVAILABLE IN OFFICE WORK FILE)



Overview



Legend

- ☐ Parcels
- ☐ Roads
- Cities
 - BRASELTON
 - BUFORD
 - CLERMONT
 - FLOWERY BRANCH
 - GAINESVILLE
 - GILLSVILLE
 - LULA
 - OAKWOOD
 - RESTHAVEN

Parcel ID	00140 000008	Owner	VALENTIN RUIZ MIRALRIO	Last 2 Sales			
Class Code	Residential		1100 COOLEY DRIVE	Date	Price	Reason	Qual
Taxing District	COUNTY		GAINESVILLE, GA 30501	12/8/2022	\$69900	LM	Q
Acres	1.2	Physical Address	1098 ATHENS ST	12/8/2022	\$69900	LM	Q
		Assessed Value	Value \$69900				

(Note: Not to be used on legal documents)

Date created: 11/3/2023

Last Data Uploaded: 11/2/2023 9:35:01 PM

Developed by Schneider
GEOSPATIAL

PT-61 (Rev. 2/18) To be filed in **HALL COUNTY** PT-61 069-2022-010450

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S LAST NAME Lawson	FIRST NAME Shirley	MIDDLE	Exempt Code If no exempt code enter NONE	NONE	
MAILING ADDRESS (STREET & NUMBER) 4950 Cedar Trace Court			1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown	\$69,900.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Oakwood, GA 30566 USA		DATE OF SALE 12/8/2022	1A. Estimated fair market value of Real and Personal property	\$0.00	
SECTION B – BUYER'S INFORMATION (Do not use agent's information)			2. Fair market value of Personal Property only	\$0.00	
BUYER'S LAST NAME Miralrio	FIRST NAME Valentin	MIDDLE Ruiz	3. Amount of liens and encumbrances not removed by transfer	\$0.00	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) 1100 Cooley Drive			4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3)	\$69,900.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Gainesville, GA 30501 USA		Check Buyers Intended Use () Residential () Commercial () Agricultural () Industrial	5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00)	\$69.90	
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 1098		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION Athens Street		SUITE NUMBER	
COUNTY HALL		CITY (IF APPLICABLE)	MAP & PARCEL NUMBER 00140-000008	ACCOUNT NUMBER	
TAX DISTRICT	GMD 411	LAND DISTRICT	ACRES	LAND LOT	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK 9236	DEED PAGE 187	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

**CONTRACT OF PURCHASE AND SALE
(1372 Harrison Drive, Gainesville, GA)**

THIS CONTRACT OF PURCHASE AND SALE (this "*Contract*") is made and entered into by and between Denis Raudales-Giron of the State of Georgia, (the "*Seller*") and the Housing Authority of the City of Gainesville (the "*Purchaser*" or "*Buyer*"). ("*Seller*" and "*Purchaser*" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits. Use of pronouns in any form shall be read as either masculine, feminine or neuter, and either, singular or plural, whenever the context and facts permit such construction). The Effective Date of this Contract shall be the date the last party hereto signs the Contract.

In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Agreement to Sell and Purchase.** Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase all of Seller's right, title, and interest in and to that tract or parcel of land, with such improvements as are located thereon, known as 1372 Harrison Drive, Hall County, Georgia, which is more fully described in Exhibit A attached hereto, which is made a part hereof, together with all licenses, permits, approvals and entitlements with respect to the land, and appurtenances belonging or in anywise pertaining to the land including, but not limited to, all of Seller's right, title, and interest in and to appurtenant easements, adjacent streets, alleys, rights-of-way, and any adjacent strips or gores of real estate (hereinafter collectively called "*Property*").

2. **Purchase Price.** The purchase price for said Property shall be \$350,000.00 (Three Hundred Fifty and 00/100 Dollars) subject to all adjustments and credits hereinafter provided, to be paid as follows:

a. \$100.00 earnest money with the signing of this contract to be applied against the purchase price at closing ("*Earnest Money*"). Purchaser shall deposit the Earnest Money with Brinson Askew Berry, 615 West First Street, Rome, Georgia 30161, Attn: Wright W. Smith ("*Escrow Agent*") within 5 business days after the Effective Date. The Earnest Money shall be applicable to the Purchase Price at Closing. In the event of a termination of this Contract pursuant to a termination right provided herein or a default by either party under this Contract, the Earnest Money shall be paid or delivered as provided in this Contract.

b. The balance of the purchase price to be paid at Closing.

3. **Prorations.** The following shall be prorated, credited to or deducted from the Purchase Price at the Closing as appropriate: All state, county and municipal ad valorem taxes for the year of closing. The parties hereto hereby covenant and agree that this agreement shall survive closing and delivery of the limited warranty deed and shall be binding upon the parties, their heirs and assigns. Time being of the essence.

4. **Title of Seller.** Seller warrants that Seller presently has title to said Property, and at the time sale is consummated Seller agrees to convey by limited warranty deed a good and marketable title to the Property free and clear of all liens and encumbrances, subject only to the following exceptions ("**Permitted Exceptions**"):

- (a) all governmental ordinances, statutes, orders, requirements, and regulations to which the Property may be subject, including, without limitation, all environmental laws, building ordinances, zoning ordinances, or other applicable laws affecting the Property; and
- (b) general utility easements of record.

5. **Title Examination.** The Purchaser may order a title commitment and examine title and furnish Seller with a written statement of objections to said title. In the event Purchaser so notifies Seller of any matters affecting the title, Seller shall make commercially reasonable efforts (not requiring the bringing of lawsuits or expenditure of funds) to eliminate or cure such matters affecting the marketability of said title prior to Closing. Seller shall have a reasonable time (not to exceed ten (10) days) after receipt of such objections to satisfy all valid objections. (the date of Closing shall be extended, if necessary, to grant Seller the aforesaid ten (10) day period from the receipt of said notice). Marketable title as used herein shall mean title which a title insurance company licensed to do business in the State of Georgia will insure at its regular rates, subject only to standard exceptions unless otherwise specified herein.

Notwithstanding the foregoing, before Closing Seller shall be obligated to cure and remove as liens any objections to title set forth below (herein referred to as "**Monetary Objections**")

- (i) All mortgages or security instruments affecting the Property;
- (ii) All past due ad valorem taxes and assessments of any kind constituting a lien against the Property;
- (iii) All mechanic's, materialmen's or similar liens; and
- (iv) All federal tax liens or similar liens;

If Seller is unable, prior to Closing, to eliminate or cure all such valid objections (except Monetary Objections which Seller agrees to cure at or prior to Closing), and provided that Purchaser shall not thereafter waive such objections, Purchaser shall have the right, at Purchaser's option, evidenced by written notice to Seller, to terminate this Contract and recover the Earnest Money, whereupon Seller will have no further liability on account of damages arising from any defect in the title.

6. **Closing.** Unless extended in writing by agreement of the parties, Purchaser and Seller shall close the sale contemplated by this Contract (hereinafter referred to as "**Closing**") on: (i) the first business day following thirty (30) days after the expiration of the Inspection Period,

or (ii) such earlier time as designated by Purchaser. At Closing, Seller agrees to deliver a limited warranty deed conveying fee simple title to the Property to Purchaser. At Closing, Purchaser agrees to deliver to Seller the funds necessary to close in the manner provided in Paragraph 1 hereof. Seller and Purchaser agree that such papers as may be necessary to carry out the terms of this sales contract shall be executed and delivered by such parties at Closing.

The parties acknowledge that the Escrow Agent shall conduct the Closing through an escrow of documents and funds; Purchaser and Seller shall deliver the required documents and funds to the Escrow Agent on or before the Closing Date. Seller shall deliver possession of the Property to Purchaser on the Closing Date.

At Closing, Seller shall execute and deliver the following ("***Seller's Closing Documents***"):

A. A limited warranty deed for the Property, subject only to the Permitted Exceptions. The form of the deed must be reasonably approved by Purchaser and Purchaser's title company. In the event Purchaser obtains a survey of the Property which varies from the vesting deed unto Seller, at Closing, Seller shall additionally deliver a quit claim deed to Purchaser with the legal description from the Survey;

B. An owner's affidavit and indemnity agreement in the customary form required by the Purchaser's title company in order to issue to Purchaser an owner's title policy, and any other affidavits or agreements reasonably requested by Purchaser's title company in connection with the Closing and issuance of the title policy; and

C. Settlement statements and such other documents required by Purchaser's title company or as are reasonably necessary to consummate the sale of the Property in accordance with this Contract.

7. **Survey.** Purchaser, at the election of the Purchaser and at Purchaser's expense, may obtain a survey of the Property, prepared by a Georgia registered surveyor or engineer ("***Survey***"). If the Purchaser elects to obtain a current survey, the metes and bounds description of the Property as surveyed shall replace and supersede the depiction of the Property attached hereto as Exhibit A.

8. **Inspection.** Purchaser shall have thirty (30) days from the Effective Date of this Agreement (the "***Inspection Period***") in which to make such investigations and studies with respect to the Property that Purchaser deems appropriate in order to determine that such Property is suitable for Purchaser's intended use and to give notice to Seller if any conditions are not satisfactory to Purchaser, in Purchaser's sole discretion. If Purchaser fails to give such notice prior to the end of the Inspection Period, then such conditions shall be deemed to have been waived by Purchaser and this Agreement shall remain in full force and effect. If Purchaser does give notice prior to the end of the Inspection Period that such Property has been determined to not be suitable for Purchaser's use in Purchaser's sole discretion, then this Agreement shall be thereby terminated, and all Earnest Money shall be refunded to Purchaser and the parties shall have no further rights, obligations or duties under this Agreement except as expressly provided herein. From the date of this Agreement to Closing, Purchaser and Purchaser's agents, employees and independent contractors shall have the right and privilege to enter upon the Property to survey and inspect the Property and all improvements located thereon and to conduct

soil borings and other geological, engineering, environmental or landscaping tests or studies, all at Purchaser's sole cost and expense.

9. Condition of Property. The Seller warrants that when possession of the property is delivered to the Purchaser as set forth herein the Property will be in the same condition as is on the date this Contract is signed by the Seller, natural wear and tear excepted.

10. Broker. Each party represents to the other party that neither it nor any of its agents, affiliates, shareholders or partners have dealt with any person or entity that might have a claim for sales or brokerage commission or finder's fee with respect to the transaction contemplated by this Contract. The parties do hereby indemnify and agree to hold the other harmless from and against any and all causes, claims, damages, losses, liabilities, fees, commissions, settlements, judgments, expenses and fees (including attorney's fees and court costs) in connection with any claim for commissions, fees or other charges relating in any way to this transaction, or the consummation thereof, which may be made by any person, firm or entity as the result of the indemnifying party's acts. This paragraph and the indemnities set forth herein shall survive the Closing.

11. Closing Costs. The following additional stipulations shall control:

- (a) Buyer shall pay State of Georgia property transfer tax and recording fees for the deed and Closing costs;
- (b) Each party shall pay their own respective attorneys fees; and
- (c) Seller shall pay all real estate taxes for all years prior to the year of the Closing, if applicable. Real estate taxes for the year of Closing shall be paid by Buyer or by the Purchaser as of the Closing Date based upon the most recent assessed valuations.

12. Notices. Any notice required or permitted to be given herein shall be in writing and deemed given and received (i) on the day of deposit prepaid with a reputable overnight courier for overnight delivery, (ii) upon personal delivery during regular business hours, (iii) upon transmission via email, to the other party at Purchaser's Notice Addresses or Seller's Notice Addresses set forth below, as the case may be. Either party may change its address for the purposes of notice by giving written notice of such change to the other party in the manner above specified, at least 5 days prior to the effective date of such change. Addresses for notices are as follows:

Seller: Denis Raudales-Giron
7023 Valley Forge Dr
Flowery Branch, Georgia 30542
Email: draudales69@gmail.com
Phone: (678) 697-5397

Purchaser: Housing Authority of the City of Gainesville
Attn: Executive Director
750 Pearl Nix Parkway
Gainesville, Georgia 30501
Email: bbrown@gainesvillehousing.org

with copy to: I. Stewart Duggan, Esq.
Brinson Askew Berry
615 West First Street, Rome, Georgia 30161 (overnight delivery)
P.O. Box 5007, Rome, Georgia 30162 (U.S. Mail)
Email: isduggan@brinson-askew.com
Phone: (706) 295-0567

13. Seller's Representations and Covenants.

a. Seller's Representations. Seller represents to Purchaser that:

1. There are no rights of first refusal, options or unexpired purchase contracts relating to the Property. No persons will be occupying the Property when Seller shall deliver the Property to Seller at Closing.
2. There are no leases, tenancies, or third-party rights to use, occupy, or possess the Property.
3. Seller has good and marketable fee simple title to the Property. As used herein, the term "good and marketable title" shall mean such title as will be insured by a reputable title insurance company doing business in Georgia.
4. Seller has not received notice of, and has no actual knowledge of, any (i) pending condemnation of the Property, (ii) violations of law relating to the Property, (iii) violations of deed restrictions, declarations or similar restrictions encumbering the Property, or (iv) mechanics' liens or other liens against the Property.
5. There are no actions, suits, litigation, or proceedings pending in any court or before or by any governmental authority against or affecting the Property or Seller's ability to perform its obligations hereunder.
6. Seller has received no notice of, and to Seller's actual knowledge, (i) there are no "Hazardous Materials" (defined below) on the Land, (ii) there are no underground storage tanks on the Property, and (iii) Hazardous Materials have not been used, generated or disposed of on the Property or transported from the Property. The term "Hazardous Materials" means those substances listed in, defined in, regulated under or that may create legal responsibilities under the following Federal Statutes or the laws of Georgia with a similar purpose, and all regulations thereunder, as they exist at the Closing Date or as previously enforced: the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Solid Waste Disposal Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Oil Pollution Act of 1990, the Emergency Planning and Community Right-to-Know Act of 1986 and the Clean Air Act.

7. Seller has the authority to own and convey the Property.

8. This Contract and all documents executed by Seller pursuant to this Agreement are, or on the Closing Date will be, duly authorized, executed and delivered by Seller, and do not and will not violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller or the Property are subject.

9. The Property is not subject to any conservation easements, declarations, or covenants.

10. Except as herein provided, the Property will be in materially the same condition as of the date of Closing as it is as of the Effective Date, reasonable wear and tear excepted.

It is a condition precedent to Purchaser's obligation to proceed to Closing that Seller's representations shall be true on the Closing Date. Seller's representations shall survive the Closing for a period of one year.

b. **Seller's Covenants.** Until the earlier of the Closing or the termination of this Contract, Seller shall:

1. Not do anything, nor permit anything to be done, which would materially or adversely impair or modify the status of title to, or the condition of, the Property without, in each instance, obtaining the prior written approval of Purchaser;

2. Operate, maintain and repair the Property in the same manner as was used prior to the Effective Date, reasonable wear and tear excepted, without obtaining the prior written approval of Purchaser;

3. Not enter into any lease, service contract or other contract which, following Closing, shall be binding upon Purchaser or the Property without, in each instance, obtaining the prior written approval of Purchaser;

4. Not cause or permit any transfer of any of Seller's interest in the Property, or cause or permit any encumbrance of Seller's interest in the Property, or take any action which would cause Seller's Representations set forth above to be incorrect without, in each instance, obtaining the prior written approval of Purchaser; and

5. Notify Purchaser promptly upon learning of:

(i) Any fact or event which would make any of the representations of Seller untrue or misleading in any material respect or which would cause Seller to be in violation of any of its covenants or other obligations herein; and

(ii) Any violation of law or regulation involving the Property.

14. **Default.** If the Purchaser breaches this Contract, then the Earnest Money shall be retained by Seller as complete liquidated damages of Seller, and Purchaser shall thereupon be relieved of all further obligations and liabilities arising out of this Contract, it being agreed that the actual damages of Seller are impossible to ascertain and the Earnest Money represents the reasonable damages of Seller. Such right of Seller to retain the Earnest Money and any interest earned thereon shall be the sole remedy of Seller in the event of default by Purchaser. If Seller

shall fail or refuse to deliver title to the Property as required by this Contract or shall breach one of Seller's covenants, warranties or agreements herein, then Purchaser shall have the right to terminate this Contract and receive a return of the Earnest Money or Purchaser may pursue an action for damages or specific performance.

15. **Binding Effect.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and assigns, as permitted herein.

16. **Time.** Time is of the essence in this contract.

17. **Governing Law.** This Contract shall be governed by the laws of the State of Georgia.

18. **Attorneys' Fees.** In the event of any litigation arising from this Contract, the prevailing party shall be entitled to recover from the non-prevailing party its costs and reasonable attorney's fees.

19. **Execution.** The effective date, or binding agreement date, hereof shall mean the date the Contract is finally and fully executed by both Seller and Purchaser.

20. **Representation.** The parties acknowledge that the law firm of Brinson Askew Berry is serving as escrow agent hereunder as well as counsel to Purchaser in this transaction and the parties agree that in the event of a dispute hereunder or otherwise between the parties, such counsel may continue to represent Purchaser notwithstanding that it is acting and will continue to act as escrow agent hereunder, it being acknowledged by all parties that such counsel's duties hereunder are ministerial in nature.

21. **Counterparts.** This agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this amendment by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this agreement.

22. **Assignment.** The parties acknowledge that Purchaser may assign its rights and obligations hereunder at any time prior to closing and upon receipt of such written assignment, Purchaser shall be relieved from all obligations hereunder.

23. **Entire Agreement.** The contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. All obligations of Seller and Purchaser hereunder which are not performed at closing shall survive the closing of this transaction and shall not be merged into the limited warranty deed from Seller to Purchaser.

24. **Escrow Agent.** Escrow Agent shall be liable only to hold the Earnest Money and to deliver same to the parties named herein in accordance with the provisions of this Contract. Escrow Agent, as escrow agent, is acting in the capacity of a depository only, and shall not be

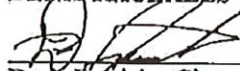
liable or responsible to anyone for any damages, losses or expenses unless same shall be caused by the gross negligence or willful malfeasance of Escrow Agent. In the event of any disagreement among any of the parties to this Contract, resulting in adverse claims and demands being made in connection with or for any Earnest Money involved herein or affected hereby, Escrow Agent shall refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any Earnest Money then held by it under this Contract, and in so doing Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until (a) the rights of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property involved herein or affected hereby, or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such agreement signed by the parties hereto. Further, Escrow Agent shall have the right at any time after a dispute between Seller and Purchaser has arisen, to pay any deposit held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Escrow Agent's obligations hereunder shall terminate. Seller acknowledges, consents and agrees that the fact that the Escrow Agent is the law firm representing the Purchaser shall not disqualify the Escrow Agent from representing the Purchaser with regard to this transaction and this Contract, including any disputes arising hereunder or resulting herefrom, including any dispute concerning the Earnest Money.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date.

Seller:

DENIS RAUDALES-GIRON



Denis Raudales-Giron, an individual

Date: 7/2/2023

Purchaser:

**Housing Authority of the City of
Gainesville**

By: 

Beth Brown
Executive Director

Date: 6/30/23

EXHIBIT A

All that lot of land containing One and 32/100 acres of land located in Gainesville District of Hall County, Georgia, and described more particularly as follows:

Beginning at an iron pin located 407.1 feet from an iron pin corner making the intersection of the line of the property of Bureka Cemetery Association with the property of the parties of the first, said iron pin corner is found or reached by running from said cemetery iron pin corner, south 22 degrees and 29 minutes east for said distance of 407.1 feet, the lot herein described runs from the said beginning iron pin corner of this lot, south 34 degrees and 10 minutes east a distance of 300 feet to an iron pin corner; thence south 38 degrees and 40 minutes west a distance of 200 feet to an iron pin corner; thence north 34 degrees and 10 minutes west a distance of 300 feet to an iron pin corner; thence north 38 degrees and 40 minutes east a distance of 200 feet to the beginning iron pin corner of this lot.

The above description is made from and as shown by a plat of the lot herein described made by W. B. Hines, Jr., Ga Reg Land Surveyor 243 on March 29, 1949,

November 21, 2023

To whom it may concern,

Gainesville Housing Authority hereby offers the city of Gainesville \$84,000.00 for the listed and described property below. This Property is described as:

`All of that tract or parcel of land lying and being in Georgia Militia District 1385, Hall County, Georgia, City of Gainesville, being more particularly described as follows;

Beginning at the point where the Northwestern Right Of Way of Harrison Square intersects with the Southern Right Of Way of Harrison Drive;

THENCE South 55 degrees 47 minutes 15 seconds East for a distance of 133.54 feet to a point;

THENCE South 56 degrees 22 minutes 40 seconds East for a distance of 75.10 feet to a point;

THENCE South 56 degrees 15 minutes 44 seconds East for a distance of 272.95 feet to a point;

THENCE North 33 degrees 40 minutes 00 seconds East for a distance of 50.00 feet to a point;

THENCE North 56 degrees 15 minutes 44 seconds West for a distance of 272.89 feet to a point;

THENCE North 56 degrees 22 minutes 40 seconds West for a distance of 75.21 feet to a point;

THENCE North 56 degrees 07 minutes 18 seconds West for a distance of 149.93 feet to a point;

THENCE North 56 degrees 12 minutes 48 seconds West for a distance of 87.17 feet to a point;

THENCE North 61 degrees 58 minutes 13 seconds West for a distance of 163.08 feet to a point;

THENCE North 69 degrees 04 minutes 41 seconds West for a distance of 63.09 feet to a point;

THENCE North 34 degrees 12 minutes 41 seconds West for a distance of 299.83 feet to a point;

THENCE South 38 degrees 29 minutes 35 seconds West for a distance of 52.34 feet to a point;

THENCE South 34 degrees 18 minutes 00 seconds East for a distance of 300.04 feet to a point;

THENCE South 68 degrees 45 minutes 18 seconds East for a distance of 74.45 feet to a point;

THENCE South 59 degrees 55 minutes 45 seconds East for a distance of 259.28 feet to a point being The Point Of Beginning.

Said property contains 1.292 acres more or less.

Said parcel of land containing 1.292 acres and being shown on a Right-of-Way Abandonment Exhibit for The Paces Foundation, Inc. by LandTec Surveying dated August 15, 2023. Said exhibit is incorporated herein by specific reference for a more complete and accurate description. The real property described above is hereinafter referred to as "the Property."

Signature: Buck B.

of the subject property known as **4777 TURNING LEAF DRIVE, GILLSVILLE, GA 30543** is/are: Jose Asencion Reyes or tenant/tenants. Said property will be sold subject to (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) any matters which might be disclosed by an accurate survey and inspection of the property, and (c) all matters of record superior to the Security Deed first set out above, including, but not limited to, assessments, liens, encumbrances, zoning ordinances, easements, restrictions, covenants, etc. The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the security deed. Pursuant to O.C.G.A. §9-13-172.1, which allows for certain procedures regarding the rescission of judicial and nonjudicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided in the preceding paragraph. Funds used at sale shall be in certified funds and payable to "Bell Carrington Price & Gregg, LLC". Carrington Mortgage Services, LLC as Attorney in Fact for Jose Asencion Reyes. Any information obtained on this matter may be used by the debt collector to collect the debt. Bell Carrington Price & Gregg, LLC, 339 Heyward Street, 2nd Floor, Columbia, SC 29201 (803)-509-5078. File: 23-56650 **126761 10/11, 10/18, 10/25, 11/1, 11/8, 11/15, 11/22, 11/29**

VINCENT STATE OF GEORGIA COUNTY OF HALL NOTICE OF SALE UNDER POWER

Pursuant to the power of sale contained in the Security Deed executed by PATRICK J. VINCENT to URBAN FINANCIAL GROUP in the original principal amount of \$615,000.00 dated February 6, 2009 and recorded in Deed Book 6482, Page 647, Hall County records, said Security Deed being last transferred to REVERSE MORTGAGE SOLUTIONS, INC. in Deed Book 7284, Page 356, Hall County records, the undersigned will sell at public outcry to the highest bidder for cash, before the Courthouse door in said County, or at such other place as lawfully designated, within the legal hours of sale, on December 05, 2023, the property in said Security Deed and described as follows:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 21 OF THE 8TH DISTRICT, CITY OF GAINESVILLE, HALL COUNTY, GEORGIA, BEING LOT 101, THE SEASONS AT LANIER, PHASE 1, AS PER PLAT RECORDED IN PLAT BOOK 856, PAGES 121 -146, HALL COUNTY, GEORGIA RECORDS. SAID PLAT IS INCORPORATED HEREIN AND MADE A PART OF HEREOF BY REFERENCE. Said property being known as: **3230 INDIAN HAWTHORNE RIDGE GAINESVILLE, GA 30504** To the best of the undersigned's knowledge, the party or parties in possession of said property is/are PATRICK J. VINCENT or tenant(s).

The debt secured by said Security Deed has been and is hereby declared due and payable because of, among other possible events of default, failure to pay the indebtedness as provided for in the Note and said Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of sale, including attorney's fees (notice of intent to collect attorney's fees having been given). Said property will be sold subject to the following: (1) any outstanding ad valorem taxes (including taxes which are a lien, whether or not yet due and payable); (2) the right of redemption of any taxing authority; (3) any matters which might be disclosed by an accurate survey and inspection of the property; and (4) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters

of record superior to the Security Deed first set out above. Said sale will be conducted subject to the following: (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. The name, address, and telephone number of the individual or entity who has full authority to negotiate, amend, and modify all terms of the mortgage is as follows: PHH Mortgage Corporation 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 866-503-5559 Note that pursuant to O.C.G.A. § 44-14-162.2, the above individual or entity is not required by law to negotiate, amend, or modify the terms of the mortgage. THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE. MORTGAGE ASSETS MANAGEMENT, LLC, as Attorney-in-Fact for PATRICK J. VINCENT Robertson, Anschutz, Schneid, Crane & Partners, PLLC 13010 Morris Rd. Suite 450 Alpharetta, GA 30004 Phone: 470.321.7112 Firm File No. 23-153155 -LiV **127645 11/8, 15, 22, 29**

Wasatch Holdings, LLC GEORGIA, HALL COUNTY. NOTICE OF SALE UNDER POWER

Because of the default in the payment of a note in favor of Wasatch Holdings, LLC secured by a Deed to Secure Debt executed by UNBROKEN REALTY, LLC dated August 28, 2019, recorded in Deed Book 8324, Page 142, Hall County Georgia Deed Records, modified by a Modification Agreement dated December 29, 2022, recorded in Deed Book 9245, Page 270, Hall County Georgia Deed Records securing a debt in the original amount of \$100,000.00, the undersigned have declared the full unpaid amount of the indebtedness secured by said deed due and payable, and acting under the power of sale contained in said deed, for the purpose of paying said indebtedness, will on the first Tuesday in December, 2023, during the legal hours of sale at the HALL COUNTY GOVERNMENT CENTER, 2875 Browns Bridge Road, Gainesville, Hall County, Georgia 30504 (or such other area as designated by Order of the Superior Court of said county) to sell at public outcry to the highest bidder for cash, the following described property:

All that tract or parcel of land lying and being in the City of Gainesville, Hall County, Georgia, on the south side of James Street in said city and being a portion of Lots 13 and 14 of the Homer Minor Subdivision as shown on subdivision plat recorded in Plat Book 6, Page 62, of the Hall County, Georgia Plat Records, and more fully shown on survey of property of Larry G. Jackson prepared by Henry Grady Jarrard, Georgia Registered Land Surveyor, dated March 27, 1971, recorded in Plat Book 45, Page 251, of the Hall County, Georgia Plat Records and which said plat is hereby incorporated by reference and made a part of this description and being improved property currently designated as 732 James Street and Tax Parcel 01026 001025 according to the 2022 system of numbering properties in Hall County, Georgia. Said property is conveyed together with and subject to all easements, covenants, and restrictions of record, if any.

This sale will be held subject to any outstanding ad valorem taxes (including taxes which are a lien but not yet due and payable), any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above. The indebtedness remaining in default,

the sale will be made for the purpose of applying proceeds thereof to the payment of the indebtedness secured by the deed to secure debt, accrued interest and expenses of the sale and other sums secured by the deed to secure debt, and the remainder if any shall be applied as permitted by law. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is Wasatch Holdings, LLC, 340 Jesse Jewell Parkway, Suite 650, Gainesville, GA 30501, Gainesville, GA 30501; Please understand that the secured creditor is not required by law to negotiate, amend or modify the terms of the mortgage instrument. **WBD FILE # 80349**

To the best of the undersigned's knowledge and belief the property is in the possession of UNBROKEN REALTY, LLC, or tenants thereof. The sale will be conducted subject to (i) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) final confirmation and audit of the status of the loan with the holder of the security deeds. The undersigned will execute a deed to the purchaser as authorized in the aforementioned deed to secure debt. **THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.**

Wasatch Holdings, LLC, as attorney in fact for Unbroken Realty, LLC Ryan S. Ball Walker, Ball & Dimo 340 Jesse Jewell Parkway, Suite 650 Gainesville, Georgia 30501 (678) 940-3990 **WBD FILE # 80349 127563 11/1, 8, 15, 22**

Wellborn STATE OF GEORGIA COUNTY OF HALL NOTICE OF SALE UNDER POWER

Because of a default under the terms of the Security Deed executed by Chris Wellborn to Wachovia Bank, National Association dated May 19, 2006, and recorded in Deed Book 5706, Page 307, Hall County Records, securing a Note in the original principal amount of \$49,500.00, the holder thereof pursuant to said Deed and Note thereby secured has declared the entire amount of said indebtedness due and payable and, pursuant to the power of sale contained in said Deed, will on the first Tuesday, December 5, 2023, during the legal hours of sale, before the Courthouse door in said County, sell at public outcry to the highest bidder for cash, the property described in said Deed, to-wit:

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF FLOWERY BRANCH IN THE COUNTY OF HALL AND STATE OF GEORGIA AND BEING DESCRIBED IN A DEED DATED 05/24/2005 AND RECORDED 06/08/2005 IN BOOK 5336 PAGE 529 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: LOT 155, DISTRICT 1419 GM, SUBDIVISION WOODLAND PARK, PHASE VI, PLAT BOOK 683, PLAT PAGE 169A. PARCEL ID NUMBER: 15041A000075

Said property is known as **7249 Coral Lake Dr, Flowery Branch, GA 30542**, together with all fixtures and personal property attached to and constituting a part of said property, if any.

This conveyance is made subject to that certain Security Deed in favor of Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2005-OPT2, Asset-Backed Certificates, Series 2005-OPT, recorded in Deed Book 5336, page 530, Hall County Records.

Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, whether or not now due and payable), the right of redemption of any taxing authority, any matters which might be disclosed by an accurate survey and inspection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The proceeds of said

sale will be applied to the payment of said indebtedness and all expenses of said sale as provided in said Deed, and the balance, if any, will be distributed as provided by law.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the secured creditor.

The property is or may be in the possession of Chris Wellborn, successor in interest or tenant(s). Wells Fargo Bank, N.A. as Attorney-in-Fact for Chris Wellborn File no. 23-081076 LOGS LEGAL GROUP LLP* Attorneys and Counselors at Law 211 Perimeter Center Parkway, N.E., Suite 130 Atlanta, GA 30346 (770) 220-2535 https://www.logs.com/ *THE LAW FIRM IS ACTING AS A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. **127351, 10/25, 11/1, 8, 15, 22, 29**

Forfeiture/Seizure

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA v. \$7,800.00 U.S. Currency, (Nasir Sharif Moore) Defendants in rem. CIVIL ACTION NO.: 2023CV960BCO NOTICE OF PUBLICATION

By Order for Service by Publication dated the 20th, October, 2023, you are notified that on May 31, 2023, the State of Georgia filed suit against you for forfeiture of \$7,800.00 U.S. Currency. You are required to file with the Clerk of the Superior Court and to serve upon the State of Georgia through the District Attorney, P.O. Box 1690, Gainesville, GA 30503, an Answer in writing within thirty (30) days of the date of final publication.

WITNESS the Honorable Bonnie Chessher Oliver, Judge of this Superior Court. This 1st day of November, 2023. Charles Baker CLERK HALL COUNTY SUPERIOR COURT **127984 11/8, 11/15**

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA v. \$2,207.00 U.S. Currency (Yun Hee Choi) Defendants in rem. CIVIL ACTION NO.: 2023CV330BCO COMPLAINT FOR FORFEITURE NOTICE OF PUBLICATION

By Order for Service by Publication dated the 20th, October, 2023, you are notified that on February 17, 2023, the State of Georgia filed suit against you for forfeiture of \$2,207.00 U.S. Currency. You are required to file with the Clerk of the Superior Court and to serve upon the State of Georgia through the District Attorney, P.O. Box 1690, Gainesville, GA 30503, an Answer in writing within thirty (30) days of the date of final publication.

WITNESS the Honorable Bonnie Chessher Oliver, Judge of this Superior Court. This 1st day of November, 2023. Charles Baker CLERK HALL COUNTY SUPERIOR COURT **127981 11/8, 11/15**

Local Government

NOTICE is hereby given that the **Hall County Planning Commission** shall conduct a Work Session at 4:00 p.m. on the following dates: Thursday, November 16, 2023, Thursday, November 30, 2023, and Thursday, December 14, 2023. The meetings will be held in the 4th floor Banquet Hall at the Hall County Government Center located at 2875 Browns Bridge Road, Gainesville, GA 30504. The purpose of these meetings will be for the review and discussion of items as outlined on the agenda and such other business as may properly come before the Planning Commission. All interested persons are encouraged to attend. Posted: November 15, 2023 **128178 11/15**

PUBLIC NOTICE

In accordance with O.C.G.A. § 32-7-4(b)(2)(B), public notice is hereby given that the City of Gainesville has listed a portion of the public roads within its jurisdiction known as Harrison Street a/k/a Harrison Drive, as more particularly described as: All of that tract or parcel of land lying and being in Georgia Militia District 1385, Hall County, Georgia, City of Gainesville, being more particularly described as follows;

Beginning at the point where the Northwestern Right Of Way of Harrison Square intersects with the Southern Right Of Way of Harrison Drive; THENCE South 55 degrees 47 minutes 15 seconds East for a distance of 133.54 feet to a point; THENCE South 56 degrees 22 minutes 40 seconds East for a distance of 75.10 feet to a point; THENCE South 56 degrees 15 minutes 44 seconds East for a distance of 272.95 feet to a point; THENCE North 33 degrees 40 minutes 00 seconds East for a distance of 50.00 feet to a point; THENCE North 56 degrees 15 minutes 44 seconds West for a distance of 272.89 feet to a point; THENCE North 56 degrees 12 minutes 48 seconds West for a distance of 87.17 feet to a point; THENCE North 61 degrees 58 minutes 13 seconds West for a distance of 163.08 feet to a point; THENCE North 69 degrees 04 minutes 41 seconds West for a distance of 63.09 feet to a point; THENCE North 34 degrees 12 minutes 41 seconds West for a distance of 299.83 feet to a point; THENCE South 38 degrees 29 minutes 35 seconds West for a distance of 52.34 feet to a point; THENCE South 34 degrees 18 minutes 00 seconds East for a distance of 300.04 feet to a point; THENCE South 68 degrees 45 minutes 18 seconds East for a distance of 74.45 feet to a point; THENCE South 59 degrees 55 minutes 45 seconds East for a distance of 259.28 feet to a point being The Point Of Beginning.

Said property contains 1.292 acres more or less. Said parcel of land containing 1.292 acres and being shown on a Right-of-Way Abandonment Exhibit for The Paces Foundation, Inc. by LandTec Surveying dated August 15, 2023. Said exhibit is incorporated herein by specific reference for a more complete and accurate description. The real property described above is hereinafter referred to as "the Property."

The City of Gainesville has listed the Property with Doug Carter of Don Carter Realty Co., a licensed real estate broker. Questions regarding the Property may be directed to Doug Carter at 770-536-1087. 4872-2247-8476, v.1 **127789 11/8, 11/15**

The City of Buford Planning and Zoning Board will meet on Tuesday, November 14, 2023 at 7:00 p.m. and the Buford City Commission will meet on Monday, December 4, 2023 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a rezoning request at 6611 and 6633 McEwer Road from RA-200 to M-1 for Russell Nash. **127288, 10/25, 11/1, 8, 15, 22, 29**

The City of Buford Planning and Zoning Board will meet on Tuesday, November 14, 2023 at 7:00 p.m. and the Buford City Commission will meet on Monday, December 4, 2023 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a rezoning request at 960 Gainesville Highway from O-I to M-1 for MGJ Trading, LLC. **127279, 10/25, 11/1, 8, 15, 22, 29**

The City of Buford

Zoning Board of Appeals will meet on Monday, November 20, 2023 at 7:00 p.m. at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518 to consider a variance request at 5239 Palmero Court for Jason Williams. The variance requested is to allow a retaining wall in the front yard. **127485 11/1, 11/8, 11/15**

Miscellaneous

A B A N D O N E D MOTOR VEHICLE ADVERTISEMENT NOTICE

(TOWING OR STORAGE COMPANY)

You are hereby notified, in accordance with OCGA 40-11-19 (a) (2), that each of the below-referenced vehicles are subject to a lien and a petition may be filed in court to foreclose a lien for all amounts owed. If the lien is foreclosed, a court shall order the sale of the vehicle to satisfy the debt.

The vehicles subject to liens as stated above are identified as: These vehicles are currently located at Statewide Wrecker Service Inc., 2775 Simpson Circle, Norcross, GA 30071: Homemade Trailer, NO VIN, TT89AO5 (Georgia), INV#23003437 Big Tex Trailer, NO VIN, NO TAG, INV#23003729 Anyone with an ownership interest in any of these vehicles should contact the following business immediately: Business Name: Statewide Wrecker Service, Inc. Address: PO Box 875, Lilburn, GA 30048 Telephone #: 770-279-8424 **128101 11/15, 11/22, 11/29**

ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of HALL County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: Statewide Wrecker Service, Inc. 2315 Murphy Blvd, Gainesville, GA 30504

Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 11/19/2023

Answer forms may be found in the Magistrate Court Clerk's office. Forms may also be obtained online at www.georgiamagistratecouncil.com.

2017 Chevrolet Equinox, 2GNALC EK5H6244941, CVH5904 (Georgia), MV-2023-201792

2014 Jeep Wrangler, 1CA4AJWAG5 EL233510, PYC4105 (Georgia), MV-2023-201793

2012 Chevrolet Malibu, 1G1ZD5EU OCF351392, RVV0326 (Georgia), MV-2023-201794

2013 Ford Edge, 2FM3DK4KCXD BC02516, CQX9016 (Georgia), MV-2023-201791

2009 GMC Sierra 1500, 3GTEC23099G131408, XRN702 (Georgia), MV-2023-201795

2001 Dodge Ram 1500, 1B7H C16XX1S199178, NOTAG, MV-2023-201797

2001 Chevrolet Silverado 1500, 2GCEK1 9T811319042, TER8394 (Georgia), MV-2023-201790

2014 Chevrolet Malibu, 1G11A55 LXEF148577, CVB4342 (Georgia), MV-2023-201801

2000 Dodge Dakota, 1B7GL2AX 8YS790015, BSZ6937 (Georgia), MV-2023-201799

MAG 40-10 **127558 11/1, 11/8, 11/15**

ABANDONED MOTOR VEHICLE PETITION ADVERTISEMENT

You are hereby notified, in accordance with O.C.G.A. Section 40-11-19.1, that petitions were filed in the Magistrate Court of HALL County to foreclose liens against the vehicles listed below for all amounts owed. If a lien is foreclosed, the Court shall order the sale of the vehicle to satisfy the debt. The present location of the vehicles is: Statewide Wrecker Service, Inc. 2315 Murphy Blvd, Gainesville, GA 30504

Anyone with an ownership interest in a vehicle listed herein may file an answer to the petition on or before: 12/03/2023

Answer forms may be found in the Magistrate Court Clerk's office.

Forms may also be obtained online at www.georgiamagistratecouncil.com.

2008 Honda Odyssey, 5FNRL386X8B110768, RUZ4100 (Georgia), MV-2023-202021

2002 Chevrolet Astro Van, 1GNMD19X8 2B115018, RJD5608 (Georgia), MV-2023-202022

2012 Chevrolet Equinox, 2GNALBEK 8C6297684, TDN0091 (Georgia), MV-2023-202023

2002 Toyota Camry Solara, 2T1FF22P82C563353, SCX1656 (Georgia), MV-2023-202027

2005 Chrysler Sebring, 1C3EL55R95 N677192, DP94145 (Tennessee), MV-2023-202028

2003 Chevrolet Silverado 1500HD, 1GCGC13U 73F181495, TCB6441 (Georgia), MV-2023-202030

MAG 40-10 **128120 11/15, 22, 29**

IN THE STATE COURT OF HALL COUNTY STATE OF GEORGIA

JEFFERY ZACKERY and SHNITHA ZACKERY, Plaintiffs, v. MAYRA D. FLORES QUINTERO and BRAYAN EDENILSON, Defendants. CIVIL ACTION FILE NO.: 2023SV000224 NOTICE OF PUBLICATION TO: BRAYAN EDENILSON

By order for service of publication dated the 12th day of October 2023, you are hereby notified that on the 7th day of March 2023, Jeffery Zackery and Shnitha Zackery filed suit against you for an automobile accident that occurred on May 29, 2021.

You are required to file with the Clerk of the State Court and serve upon Plaintiffs counsel, Daniel J. Saxton, Saxton Finn, P.C., 1995 North Park Place, SE, Suite 207, Atlanta, GA 30339, an answer in writing within sixty (60) days of the date of the order for publication.

Charles Baker Clerk, State Court of Hall County **127491 11/1, 8, 15, 22**

IN THE MAGISTRATE COURT OF HALL COUNTY STATE OF GEORGIA

Shuli Li Petitioner, vs. Xiaoling He, Defendant. CIVIL ACTION FILE NO. MV2023-200131 NOTICE OF PUBLICATION TO: Xiaoling He

By ORDER of the Court, for service by publication dated the 12th day of October, 2023. You are hereby notified that on the 6th day of July, 2023, above-named Plaintiff filed a claim against you for unpaid labor and attorney fees. You are hereby commanded and required to file with Hall County Magistrate Court, and to serve upon the plaintiffs attorney, Jason Wilson, whose address is P.O. Box 3112, Suwanee, GA 30024, an Answer in writing within 60 days of the date of the Order of Publication. If you fail to do so, judgment by default will be taken against you for the relief demanded in the claim.

WITNESS the Honorable Margaret S. Gregory, Judge of said Court. This, the 12th day of October, 2023. Rosa A. Pizano Deputy Clerk of Magistrate Court **127597 11/8, 15, 22, 29**

IN THE SUPERIOR COURT OF HALL COUNTY STATE OF GEORGIA

LORIE SHORE, f/k/a LORIE BIDDY, Plaintiff, v. SHANE BIDDY, Defendant. CIVIL ACTION FILE NO. 2023-CV-1372-JJD Previous cases: 2 0 2 3 - C V - 3 7 5 J J D (Modification) 2 0 2 2 - C V - 1 7 6 5 C (Contempt) 2 0 1 9 - C V - 2 2 0 9 C (Divorce) Hon. Jason J. Deal

LEGAL NOTICE

To the Defendant named above, SHANE BIDDY: You are hereby given notice of the filing of the above-styled Petition for Contempt on August 2, 2023. A hearing is scheduled in this matter for December 18, 2023 at 9:00 a.m., in Courtroom #401 of the Superior Court of Hall County, Georgia, located at 225 Green Street, Gainesville, Georgia 30501. You are hereby directed to file with the Clerk and serve upon Plaintiff's attorney an Answer to the Petition within sixty (60) days of October 10, 2023, the date an Order for Service by Publication was filed in this case. At the hearing, judgment may be taken



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: November 30, 2023
Date Submitted: November 30, 2023
Final Approval Date: November 30, 2023
Presenter: Bryan Lackey, City Manager
Item of Business: BR-2023-43 2024 Governing Body Meeting Calendar
Meeting Date: December 5, 2023

Purpose of Request:

The purpose of this request is to present the proposed 2024 Work Session and Council Meeting calendar.

Facts & Issues / History & Background:

The regular scheduled meeting calendar was prepared with the first and third Tuesday identified as Council Meeting dates. Work Sessions were scheduled on Thursday prior to each Council Meeting. Adjustments were made to address holidays.

Department Recommendation:

Department Director:

Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. BR-2023-43 2024 Governing Body Meeting Calendar
2. Attachment: 2024 Work Session & Council Meeting Calendar

RESOLUTION BR-2023-43

2024 GOVERNING BODY MEETING CALENDAR

WHEREAS, the governing body holds regular scheduled meetings each month; and

WHEREAS, regular scheduled Mayor/Council Meetings occur on the first and third Tuesday of each month; and

WHEREAS, regular scheduled Work Sessions occur on the Thursday before each Mayor/Council Meeting; and

WHEREAS, the Charter for the City of Gainesville requires a resolution to establish regular meeting dates of the governing body.

NOW, THEREFORE, BE IT RESOLVED, that the governing body of the City of Gainesville hereby adopts the attached as the regularly scheduled meeting calendar for 2024.

BE IT FURTHER RESOLVED that amendments to the meeting calendar may occur in accordance with Chapter 14 of Title 50 of the Official Code of Georgia Annotated and in accordance with the Section 2.20 of the City Charter.

Adopted this ____ day of December, 2023.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

2024 WORK SESSION AND COUNCIL MEETING

Work Session
Thursday, 9:00 AM
Administration Building
Board Room
300 Henry Ward Way

Council Meeting
Tuesday, 5:30 PM
Public Safety Complex
Municipal Court Room
701 Queen City Parkway

1	1/11/2024	1/16/2024
2	2/1/2024	2/6/2024
3	2/15/2024	2/20/2024
4	2/29/2024	3/5/2024
5	3/14/2024	3/19/2024
6	4/11/2024	4/16/2024
7	5/2/2024	5/7/2024
8	5/16/2024	5/21/2024
9	5/30/2024	6/4/2024
10	6/13/2024	6/18/2024
11	7/11/2024	7/16/2024
12	8/1/2024	8/6/2024
13	8/15/2024	8/20/2024
14	9/12/2024	9/17/2024
15	9/26/2024	10/1/2024
16	10/10/2024	10/15/2024
17	10/31/2024	11/5/2024
18	11/14/2024	11/19/2024
19	12/12/2024	12/17/2024
20	1/2/2025	1/7/2025
21	1/16/2025	1/21/2025



CITY OF GAINESVILLE

Mayor/Council Agenda Request

Item Created: November 30, 2023
Date Submitted: November 30, 2023
Final Approval Date: November 30, 2023
Presenter: Abb Hayes, City Attorney
Item of Business: Request from **Heliodora Galeas De Bonilla** to annex a 0.11± acre tract located on the east side of Harrison Drive, northeast of Old Athens Road (a/k/a **1338 Harrison Drive**) and to establish a zoning of Residential-II (R-II). **Ward Number: Three.** Tax Parcel Number(s): 00-142-001-004. **Request: Existing single-family home.**

- Proposed Annexation Ordinance 2023-28
- Proposed Zoning Ordinance 2023-29

Meeting Date: December 5, 2023

Purpose of Request:

To conduct a public hearing regarding the following zoning request as presented at the November 14, 2023 Planning and Appeals Board Meeting.

Facts & Issues / History & Background:

The applicant is proposing to annex a 0.11± acre property with a zoning of Residential-II (R-II) for an existing single-family home for sewer. The property is currently zoned Residential-II (R-II) in Hall County and contains a 1,360 square foot single-family home built in 1940. The existing private septic system is failing and the applicant desires to tie onto sewer which is available on Harrison Drive. There are no other proposed changes to the property.

The adjacent properties include single-family homes in the county and the Harrison Square Apartments which are located within the city of Gainesville.

Department Recommendation:

Staff and PAB recommended approval of this request. See the PAB Recommendation report for details and excerpts from the meeting minutes.

SAMPLE MOTIONS:

Approval of Ordinance 2023-28:

I move to approve the ordinance to annex the subject property for an existing single-family home as presented.

Approval of Ordinance 2023-29:

I move to approve the ordinance to establish zoning as Residential-II (R-II) as presented.

Denial of the Request:

I move to deny the request.

Department Director:

Rusty Ligon

If funding is involved, are funds approved within the current budget? No

Amount Requested:

Sources of Funds:

Finance Comments:

Administrative Comments:

Attachments:

1. Legal Ad
2. PAB Recommendation Report
3. Proposed Annexation Ordinance 2023-28
4. Proposed Zoning Ordinance 2023-29
5. Location Maps
6. Narrative
7. Plat
8. Photos

Corridors Overlay District (GCOD) | on a 0.53± acre parcel located on the north east side of Atlanta Highway, approximately 382 feet from its intersection with Mount Salem Circle | Zoned AR-III, Tax Parcel: 08139 003001 | **Proposed Use: permitted uses within H-B(GCOD)** | ** Commission District 1 | **Daniel Perdomo, applicant.**
14. 0 Candler Road | Rezone | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) within the Gateway Corridors Overlay District (GCOD) on a 51.47± acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV; Tax Parcel 15031A000001 | **Proposed use: welding service** | ** Commission District 3 | **Paden M. Dunagan, applicant.**
15. (A) 1731 Friendship Road | Rezone | from Agricultural Residential IV (AR-IV) to Planned Commercial Development (PCD) / Gateway Corridors Overlay District (GCOD) on a 7.33± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 (pt.) | **Proposed Use: 185-unit multi-family development** | ** Commission District 1 | **Tim Wilbanks, applicant.**
(B) 1731 Friendship Road | Rezone | from Agricultural Residential IV (AR-IV) to Highway Business (H-B) / Gateway Corridors Overlay District (GCOD) on a 2.72± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 (pt.) | **Proposed Use: permitted uses within H-B** | ** **Commission District 1 | Tim Wilbanks, applicant.**
* Unless appealed to the Board of Commissioners within 30 days, the Planning Commission's decision will be the final action taken on Monday, October 16, 2023 or Monday, November 6, 2023. If appealed, the appeal will be heard by the Board of Commissioners on Thursday, December 14, 2023 at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
** The Board of Commissioners' decision will be the final action taken unless appealed. To do so, an appeal must be filed within 30 days of the Board of Commissioners' final decision.
128177 11/15
NOTICE is hereby given that the **Hall County Planning Commission** shall conduct a public hearing at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 5:15 p.m. on **Monday, December 18, 2023** to consider the following:
1. 2392 and 2388 Ford White Road | Variance | 17.240.010 to reduce the front yard setback requirement from 55 feet to 35 feet from centerline of road | on a 1.00± acre tract located on the south side of the terminus of Ford White Road | Zoned V-C, Tax Parcel 10094A000024 & 10094A000025 (pt.) | **Proposed Use: residential addition** | * Commission District 2 | **Margaret M. Thompson, applicant.**
2. 6570 Bermuda Lane | Variance | 17.240.010 to reduce the side yard setback requirement from 10 feet to 0.5 feet from property line | on a 0.49± acre tract located on the north side of the terminus of Bermuda Lane | Zoned R-I, Tax Parcel 08131 009004 | **Proposed Use: carport** | * Commission District 2 | **Tyler Pridemore, applicant.**
3. 4917 Gilstrap Circle | Variance | 17.240.010 to reduce the front yard setback requirement from 65 feet from centerline to 49 feet from centerline of road | on a 0.42± acre parcel located on the south side of Gilstrap Circle, approximately 315 feet west of its intersection with Cleveland Highway | Zoned AR-IV; Tax Parcel 12020 000016A | **Proposed use: single-family residence** | * Commission District 3 | **Jarica Cardoso, applicant**
4. 6409 Lights Ferry

Road | Use Subject to County Commission Approval | on a 19.18± acre tract located on the south west side of Lights Ferry Road, approximately 1,000 feet from its intersection with Ford Road | Zoned V-C, Tax Parcel 08120 000003 (pt.) | **Proposed Use: 22-lot subdivision** | ** Commission District 2 | **Bret Muetzelfeld, applicant.**
5. 2455 Floyd Road | Rezone | from Residential II (R-II) to Planned Residential Development (PRD) on a 5.74± acre tract located on the north side of Floyd Road, approximately 300 feet from its intersection with Barnes Drive | Zoned R-II, Tax Parcel 15022 000037 | **Proposed Use: 44-unit townhome development** | ** Commission District 4 | **Jason Dye, applicant.**
NOTE: In accordance with Georgia law, anyone who (a) wishes to express opposition to the proposed rezoning and (b) has made, within two years immediately preceding the filing of the proposed rezoning, campaign contributions aggregating \$250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior to the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3(C)).
*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.
The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, January 25, 2024 at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
**The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on Thursday, January 25, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.
128176 11/15
NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENTS TO THE GAINESVILLE ZONING MAP
Notice is hereby given that the **Gainesville City Council** will conduct a public hearing on **Tuesday, December 5, 2023 at 5:30 p.m. in the Gainesville Justice Center** (Municipal Courtroom at the Public Safety Complex), 701 Queen City Parkway in Gainesville on the following requests:
1) Request from **Heliodora Galeas De Bonilla** to annex a 0.11± acre tract located on the east side of Harrison Drive, northeast of Old Athens Road (a/k/a **1338 Harrison Drive**) and to establish a zoning of Residential-II (R-II).
Ward Number: Three
Tax Parcel Number(s): 00-142-001-004
Request: Existing single-family home
Additional information is available from the Community and Economic Development Department, Planning Division, by calling 770-531-6570.
NOTE: In accordance with Georgia law, anyone who wishes to express opposition to the proposed zoning action, and has made, within two years immediately preceding the filing of the proposed zoning action, campaign contributions aggregating \$250 or more to a local government official who will consider the application, shall file a disclosure of contribution(s) with the Planning Division at least five (5) days prior to the first reading of the proposed zoning action by the City Council. (OCGA § 36-67A-3 (c))
128145 11/15
Public Sales/Auctions
Notice is hereby given that on November 27, 2023 at 10:00 AM First Place Storage, 912 Gainesville Highway, Ste. A, Buford, GA 30518, the undersigned will sell at public auction by competitive bidding on www.bid13.com the following personal belongings stored at this facility. All sales are paid

in cash only and all items must be removed from the unit within 72 hours. Management reserves the right to withdraw any unit from sale.
Request a Notice of Lien Sale be published on the following listed units.
Unit No: 241
Name: ROBERT SLADE / SLADE MARINE
Address: 1828 DANESTONE CIRCLE BUFORD, GA 30518
General description of goods: Household goods and miscellaneous items
LIEN SALE WILL BE HELD DATE: 11/27/2023 TIME: 10:00 AM
Location: W W W . B I D 1 3 . C O M
128181 11/15, 11/22

Probate Notices

IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF JONATHAN LAMAR BELL, DECEASED
ESTATE NO. E-23-573
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
TO: whom it may concern:
Angela Cheek Bell has petitioned for (Letters of Administration) to be appointed administrator of the estate of **JONATHAN LAMAR BELL**, deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before 10:00 a.m. December 4th, 2023.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be scheduled at a later date. If no objections are filed, the petition may be granted without a hearing.
Mark Loggins
Judge of the Probate Court
By: S. Carley
Clerk of the Probate Court
116 Spring Street First Floor
Gainesville, Georgia 30501
Address
770-531-6923
Telephone Number
127696 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF DONALD G. JOHNSTON DECEASED
ESTATE NO. E-20-375
NOTICE
[For discharge solely from office and all liability]
IN RE: Petition for Discharge of Personal Representative
TO: **WHOM IT MAY CONCERN**,
This is to notify you to file an objection, if there is any, to the petition for discharge of personal representative, in this Court on or before December 4, 2023 by 10:00 a.m.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections: All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Mark D. Loggins
Judge of the Probate Court
By: Cohren Williams
Clerk of the Probate Court
116 Spring Street SE, First Floor
Gainesville, GA 30501
Address
770-535-9710 Ext 7011
Telephone Number
127968 11/15
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF

CHARLES ROWLAND PARRIS DECEASED
ESTATE NO. E-23-565
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
[Strike the sentence in parenthesis below if not applicable.]
TO: **WHOM IT MAY CONCERN**
Amber Michelle Crane has petitioned to be appointed administrator of the estate of Charles Rowland Parris deceased, of said county.
All interested persons arc hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before 10:00 am December 4, 2023.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: Cohren Williams
Clerk of the Probate Court
116 Spring Street SE, First Floor
Gainesville, GA 30501
Address
770-535-9710 Ext 7011
Telephone Number
127427 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF BARNEY A. PARKS .JR DECEASED
ESTATE NO. E-23-563
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
[Strike the sentence in parenthesis below if not applicable.]
TO: **WHOM IT MAY CONCERN**
Heather S. Parks has petitioned to be appointed administrator of the estate of Barney A. Parks, Jr. deceased, of said county.
All interested persons arc hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before 10:00 am December 4, 2023.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Mark Loggins
Judge of the Probate Court
By: Riley Norris
Clerk of the Probate Court
116 Spring Street, SE
Gainesville, GA 30501
Address
770-531-6921
Telephone Number
127433 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF THERESA LYNNE CARDEN, DECEASED
ESTATE NO. E-23-559
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
TO: whom it may concern:
Robert Adrian Carden has petitioned for (Letters of Administration) to be appointed administrator of the estate of **THERESA LYNNE CARDEN**, deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before 10:00 a.m. December 4th, 2023.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Mark Loggins
Judge of the Probate Court
By: Riley Norris
Clerk of the Probate Court
116 Spring Street, SE
Gainesville, GA 30501
Address
770-531-6921
Telephone Number
127431 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF KIMBERLY DAWN SNYDER DECEASED
ESTATE NO. E-23-581
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
[Strike the sentence in parenthesis below if not applicable.]
TO: **WHOM IT MAY CONCERN**
Brenda Gayle Greene Trimble has petitioned to be appointed administrator of the estate of Kimberly Dawn Snyder deceased, of said county.
All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before 10:00 am December 4, 2023.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Mark Loggins
Judge of the Probate Court
By: S. Carley
Clerk of the Probate Court
116 Spring Street Firer Floor
Gainesville, Georgia 30501
Address
770-531-6977
Telephone Number
127154 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF SING PYO HONG. DECEASED
ESTATE NO. E-23-580
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
[Strike the sentence in parenthesis below if not applicable.]
TO: **WHOM IT MAY CONCERN**,
Yong Joon Lee has petitioned for **Letters of Administration** to be appointed administrator of the estate of **Sung Pyo Hong** deceased, of said county. (The petitioner has also applied for waiver of

bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before December 4, 2023 by 10:00 A.M.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: Cohren Williams
Clerk of the Probate Court
116 Spring Street SE, First Floor
Gainesville, GA 30501
Address
770-535-9710 Ext 7011
Telephone Number
127427 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF BETTY JOAN HALL, DECEASED
ESTATE NO. E-23-595
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
[Strike the sentence in parenthesis below if not applicable.]
TO: **WHOM IT MAY CONCERN**,
Laura Edith O'Neill has petitioned for Letters of Administration to be appointed administrator of the estate of Betty Joan Hall deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before December 4, 2023 by 10:00 A.M.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Mark D. Loggins
Judge of the Probate Court
By: Cohren Williams
Clerk of the Probate Court
116 Spring Street SE, First Floor
Gainesville, GA 30501
Address
770-535-9710 Ext 7011
Telephone Number
127698 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF ALMA M. ADAM, DECEASED
ESTATE NO. E-21-691
NOTICE
[For discharge from office and all liability]
IN RE: Petition for Discharge of Personal Representative
TO: **WHOM IT MAY CONCERN**:
This is to notify you to file an objection, if there is any, to the petition for discharge of personal representative, in this Court on or before 10:00 a.m. December 4, 2023.
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: Cohren Williams
Clerk of the Probate Court
116 Spring Street, SF
Gainesville, GA 30501
Address
770-535-9710 Ext 7 0 1 1
Telephone Number
127701 11/15
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF RAY HAKANSON DECEASED
ESTATE NO. E-22-442
NOTICE
[For discharge from office and all liability]
IN RE: Petition for Discharge of Personal Representative
TO: **WHOM IT MAY CONCERN**:
This is to notify you to file an objection, if there is any, to the petition for discharge of personal representative, in this Court on or before 10:00 am, December 4, 2023
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel

a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections arc filed, a hearing will be (scheduled at a later date). If no objections arc filed, the petition may be granted without a hearing.
Mark Loggins
Judge of the Probate Court
By: Riley Norris
Clerk of the Probate Court
116 Spring Street, SF
Gainesville, GA 30501
Address
770-531-6921
Telephone Number
127436 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF BETTY JOAN HALL, DECEASED
ESTATE NO. E-23-595
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
[Strike the sentence in parenthesis below if not applicable.]
TO: **WHOM IT MAY CONCERN**,
Laura Edith O'Neill has petitioned for Letters of Administration to be appointed administrator of the estate of Betty Joan Hall deceased, of said county. (The petitioner has also applied for waiver of bond, waiver of reports, waiver of statements, and/or grant of certain powers contained in O.C.G.A. § 53-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds of any such objections, and must be filed with the Court on or before December 4, 2023 by 10:00 A.M.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Mark Loggins
Judge of the Probate Court
By: S. Carley
Clerk of the Probate Court
116 Spring Street First Floor
Gainesville, Georgia 30501
Address
770-531-6923
Telephone Number
127155 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF LAQUITA RUTH HOLLAND, DECEASED
ESTATE NO. E-18-352
NOTICE
[For discharge from office and all liability]
IN RE: Petition for Discharge of Personal Representative
TO: **WHOM IT MAY CONCERN**:
This is to notify you to file an objection, if there is any, to the petition for discharge of personal representative, in this Court on or before 10:00 am, December 4, 2023
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: Cohren Williams
Clerk of the Probate Court
116 Spring Street, SF
Gainesville, GA 30501
Address
770-535-9710 Ext 7 0 1 1
Telephone Number
127701 11/15
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF RAY HAKANSON DECEASED
ESTATE NO. E-22-442
NOTICE
[For discharge from office and all liability]
IN RE: Petition for Discharge of Personal Representative
TO: **WHOM IT MAY CONCERN**:
This is to notify you to file an objection, if there is any, to the petition for discharge of personal representative, in this Court on or before 10:00 am, December 4, 2023
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel

BERNEDETTO CHARLES CLAYTON, DECEASED
ESTATE NO. E-23-031
PETITION FOR LETTERS OF ADMINISTRATION NOTICE
TO: whom it may concern:
Charles Clayton has petitioned for (Letters of Administration) to be appointed administrator of the estate of **BERNEDETTO CHARLES CLAYTON**, deceased, of said county. (The petitioner has also applied for waiver of bond, wai vcr of reports, waiver of statements, and/or grant of certain powers contained in O. C.G.A.855 3-12-261.) All interested persons are hereby notified to show cause why said petition should not be granted. All objections to the petition must be in writing, setting forth the grounds or any such objections, and must be filed with the Court on or before 10:00 a.m. December 4th, 2023.
BE NOTIFIED FURTHER: All objections to the petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Mark Loggins
Judge of the Probate Court
By: S. Carley
Clerk of the Probate Court
116 Spring Street First Floor
Gainesville, Georgia 30501
Address
770-531-6923
Telephone Number
127155 11/1, 8, 15, 22
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF LAQUITA RUTH HOLLAND, DECEASED
ESTATE NO. E-18-352
NOTICE
[For discharge from office and all liability]
IN RE: Petition for Discharge of Personal Representative
TO: **WHOM IT MAY CONCERN**:
This is to notify you to file an objection, if there is any, to the petition for discharge of personal representative, in this Court on or before 10:00 am, December 4, 2023
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel for the required amount of filing fees. If any objections are filed, a hearing will be (scheduled at a later date). If no objections are filed, the petition may be granted without a hearing.
Patty Walters Laine
Judge of the Probate Court
By: Cohren Williams
Clerk of the Probate Court
116 Spring Street, SF
Gainesville, GA 30501
Address
770-535-9710 Ext 7 0 1 1
Telephone Number
127701 11/15
IN THE PROBATE COURT OF HALL COUNTY STATE OF GEORGIA
IN RE: ESTATE OF RAY HAKANSON DECEASED
ESTATE NO. E-22-442
NOTICE
[For discharge from office and all liability]
IN RE: Petition for Discharge of Personal Representative
TO: **WHOM IT MAY CONCERN**:
This is to notify you to file an objection, if there is any, to the petition for discharge of personal representative, in this Court on or before 10:00 am, December 4, 2023
BE NOTIFIED FURTHER: All objections to the Petition must be in writing, setting forth the grounds of any such objections. All objections should be sworn to before a notary public or before a probate court clerk, and filing fees must be tendered with your objections, unless you qualify to file as an indigent party. Contact probate court personnel

GAINESVILLE PLANNING and APPEALS BOARD RECOMMENDATION

Applicant and Property OwnerHeliodora Galeas De Bonilla
Location1338 Harrison Drive
Request.....Annex, with R-II zoning
Total Acres0.11± acre
WardThree
Proposed Use.....Existing single-family home with access to sewer
Planning Division Staff Recommendation.....**Approval**
Planning & Appeals Board Recommendation.....**Approval**
DateNovember 14, 2023

▪ **Applicant's Proposal and Background Information**

The applicant is proposing to annex a 0.11± acre property with a zoning of Residential-II (R-II) for an existing single-family home for sewer. The property is currently zoned Residential-II (R-II) in Hall County and contains a 1,360 square foot single-family home built in 1940. The existing private septic system is failing and the applicant desires to tie onto sewer which is available on Harrison Drive. There are no other proposed changes to the property. The adjacent properties include single-family homes in the county and the Harrison Square Apartments which are located within the city of Gainesville.

The property is located within the North Oconee Reservoir Watershed Protection District and the adjacent and nearby uses include single-family homes, apartments, commercial and industry.

▪ **Adjacent Land Use and Zoning**

Location	Use	Zoning
North	Single-family home	Residential-II (R-II) -County
South	Single-family home	Residential-II (R-II) -County
East	Single-family home	Residential-II (R-II) -County
West	Harrison Square Apartments	Residential-II (R-II) -City

▪ **Other Departmental Comments**

There were no departmental comments for this request.

▪ **Zoning History**

The following zoning actions have taken place in the immediate area during the last ten years:

2019- A request by the Gainesville Housing Authority to annex and establish Residential-II (R-II) zoning a 2.031± acres property located at 1368 Harrison Drive was approved with conditions for low-income multi-family housing.

2022 – A request by West Ridge Storage, LLC to rezone a 3.69± acres tract located at 891 West Ridge Road, SE from Regional Business (R-B) to Light Industrial (L-I) for climate controlled self-storage was approved with conditions.

2019- A request by Karl Chambers and David Reddicks to annex and establish Residential-II (R-II) zoning a 0.49± acre property located at 1026 Athens Street was approved with conditions for a residential duplex.

2018 – A request by KRM 2016 LLC to rezone a 0.855 ± acre tract located at 827, 831 and 851 Athens Street SE from Residential-II (R-II) and Heavy Industrial (H-I) to Residential-II (R-II) for five residential duplexes was approved with conditions.

2015- A request by Luciano Garcia to annex a 0.15± with a zoning of Residential II (R-II) of located at 1306 Brown Street was approved for sewer for an existing single-family home.

▪ **Staff Analysis**

(1) Is the proposed use suitable in view of the zoning and development of adjacent and nearby property?

The surrounding uses include property within the city and county which includes a mixture of housing types such as single-family homes and apartments. The purpose of the request is to connect sewer which is located adjacent to the subject property.

(2) Will the proposed use adversely affect the existing use or usability of adjacent or nearby property?

The existing single-family home is comparable in size and will function similarly as the adjacent single-family homes. The lot is small in size but is similar to other lots within the city limits served by public sewer.

(3) Is the proposed use compatible with the purpose and intent of the Comprehensive Plan?

The Future Development Map for the City of Gainesville places the subject property within the *Multi-Family Residential* category which includes areas containing or planned for single-family attached or or multi-family housing at densities at a minimum of four dwelling units per acre.

According to the Character Area map for the City of Gainesville, the subject property is located within the *Suburban Neighborhood* Character Area. The vision for this area is to preserve older, stable residential subdivisions and encourage newer projects with smaller lot sizes, pedestrian infrastructure, and buildings patterned after traditional local housing, possibly containing a small neighborhood-serving “village center”. Neighborhood-scale businesses are prioritized that can serve local residents. Future population growth should be balanced between new development and infill areas. Housing choices should be diverse to support a range of household incomes, lifestyles, sizes and types, but consist mostly of single-family detached lots.

Land uses allowed in the *Suburban Neighborhood Character Area* include parks and recreation, single-family residential, limited multi-family residential, limited general mixed-use, limited commercial (retail and office), public and institutional.

(4) Are there substantial reasons why the property cannot or should not be used as currently zoned?

The property could remain in the county under its current zoning of Residential II (R-II) and remain a single-family home. The property is contiguous to the city limits and desires to utilize City sewer

service which requires the property to be annexed. Abandoning the failed private septic system will improve the environmental impacts.

(5) Will the proposed use cause an excessive or burdensome use of public facilities or services, including but not limited to streets, schools, water or sewer utilities, and police or fire protection?

The change from county jurisdiction to city jurisdiction should not substantially affect public facilities or services.

There is sufficient water and sewer capacity that can serve the property. The Gainesville Fire and Police Departments currently respond to adjacent and nearby properties and Gainesville Fire Station #1 is approximately 2.1 miles from the subject property. The existing single-family residential home should have minimal impact on existing roads.

Given the scale of the request (1 home), minimal impacts to the City school system are anticipated as school bus service is currently provided within the immediate area.

(6) Is the proposed use supported by new or changing conditions not anticipated by the Comprehensive Plan or reflected in the existing zoning on the property or surrounding properties?

It is staff's opinion the residential use is consistent with the adjacent single-family homes. While the property could be combined with adjacent property for multi-family purposes, the expected uses will most likely remain single-family in nature.

(7) Does the proposed use reflect a reasonable balance between the promotion of the public health, safety, morality, or general welfare and the right to unrestricted use of property?

Based on the subject property's proximity to city limits and other residential properties, the proposed annexation request appears to promote a reasonable balance between the promotion of the public health, safety, morality, or general welfare, and the right to unrestricted use of property.

▪ **Staff Recommendation**

The Planning Division staff is recommending **approval** of this annexation request with **Residential-II (R-II)** zoning, based on the Comprehensive Land Use Plan and the adjacent residential land uses.

Excerpts from the November 14, 2023 PAB Meeting Minutes

Applicant Presentation: Heliadora Galeas De Bonilla, 1338 Harrison Drive, confirmed the reason for annexation was to connect to the city sewer.

FAVOR: None

OPPOSE: None

Planning and Appeals Board Comments: Board Member Thompson asked if there would be any new construction to the home and Mr. Tate stated there would not be.

There was a motion to recommend approval of the annexation request for an existing single-family home and establish zoning as Residential-II (R-II).

Motion made by Board Member Thompson

Motion seconded by Board Member Simmons

Vote – 5 favor, 1 absent (Carter)

Passed: _____

AN ORDINANCE

No. 2023-28

AN ORDINANCE ANNEXING A 0.11± ACRE TRACT LOCATED ON THE EAST SIDE OF HARRISON DRIVE, NORTHEAST OF OLD ATHENS ROAD (A/K/A 1338 HARRISON DRIVE) AND TO ESTABLISH A ZONING OF RESIDENTIAL-II (R-II) ADJACENT TO BUT NOT NOW WITHIN THE CORPORATE LIMITS OF THE CITY OF GAINESVILLE; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I

That from and after the passage of this Ordinance the following described lands are and shall be annexed into the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

All that tract or parcel of land lying in Hall County, Georgia about one mile southeast of Gainesville, Georgia, known as Lot Number 47 in the Doc F. Harrison Subdivision, per Plat Book 11, Page 59, Hall County, Georgia Records, which plat is incorporated herein by reference and made a part hereof. Beginning at a point 515.0' from the centerline intersection of Harrison Drive and Old Athens Road;

Thence Northeast along the easterly side of the right-of-way of Harrison Drive for a distance of 50.0' feet to a point; Thence Southeast leaving the right-of-way of Harrison Drive for a distance of 100.0' feet to a point; Thence Southwest for a distance of 50.0' feet to a point; Thence Northwest for a distance of 100.0' feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.11 acre more or less, and is further identified as Hall County Tax Map N0, 00142 001004, and as 1338 Harrison Drive, Gainesville, GA 30507.

SECTION II

The Community and Economic Development Department of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands annexed to the City of Gainesville by this Ordinance.

ORDINANCE NO. 2023-28

SECTION III

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION IV

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION V

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Passed: _____

AN ORDINANCE

No. 2023-29

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF GAINESVILLE, GEORGIA BY ESTABLISHING THE ZONING ON A 0.11± ACRE TRACT LOCATED ON THE EAST SIDE OF HARRISON DRIVE, NORTHEAST OF OLD ATHENS ROAD (A/K/A 1338 HARRISON DRIVE) AT THE TIME OF ANNEXATION AS RESIDENTIAL-II (R-II); TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BE IT HEREBY ORDAINED BY THE GOVERNING BODY OF THE CITY OF GAINESVILLE, GEORGIA, AS FOLLOWS:

SECTION I

That from and after the passage of this Ordinance the following described lands shall be zoned and so designated on the Zoning Map of the City of Gainesville as **Residential-II (R-II)**.

Legal Description

All that tract or parcel of land lying in Hall County, Georgia about one mile southeast of Gainesville, Georgia, known as Lot Number 47 in the Doc F. Harrison Subdivision, per Plat Book 11, Page 59, Hall County, Georgia Records, which plat is incorporated herein by reference and made a part hereof. Beginning at a point 515.0' from the centerline intersection of Harrison Drive and Old Athens Road;

Thence Northeast along the easterly side of the right-of-way of Harrison Drive for a distance of 50.0' feet to a point; Thence Southeast leaving the right-of-way of Harrison Drive for a distance of 100.0' feet to a point; Thence Southwest for a distance of 50.0' feet to a point; Thence Northwest for a distance of 100.0' feet to the point of beginning. Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.11 acre more or less, and is further identified as Hall County Tax Map N0, 00142 001004, and as 1338 Harrison Drive, Gainesville, GA 30507.

SECTION II

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

SECTION III

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that

ORDINANCE NO. 2023-29

such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

SECTION IV

The effective date of this Ordinance shall be the first day of the month following approval by the governing body of the City of Gainesville, Georgia.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Ordinance was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk



GAINESVILLE

New Life
Missionary
Baptist Church

Harrison Square
Apartments

EE Butler
Head Start/
Pre-K

Fieldale Farms
Corporation

HARRISON-DR

EUGENE-DR

BROWN-ST

FLOYD-CIR

ATHENS-ST

OLD-ATHENS-RD

G-B

R-II

Applicant: **HELIODORA GALEAS DE BONILLA**

ANNEXATION REQUEST

Subject Property Address:
1338 Harrison Dr.

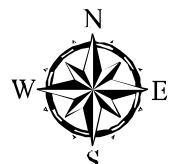
Tax Parcel:
00-142-001-004

Request:

Annex +/- 0.11 AC tract and establish zoning as Residential-II (R-II) for a single family home.



Subject Property



Meeting Date: 11/14/2023

Map Prepared: 10/04/2023

0 100 200 300 400 Feet

SCALE: 1" = 200'



GAINESVILLE

New Life
Missionary
Baptist Church

Harrison Square
Apartments

EE Butler
Head Start/
Pre-K

Fieldale Farms
Corporation

HARRISON DR

EUGENE DR

BROWN ST

FLOYD CIR

ATHENS ST

OLD ATHENS RD

SE ROUNDO RD

Applicant: **HELIODORA GALEAS DE BONILLA**

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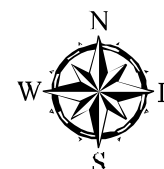
Request:

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Subject Property

Aerial from 2021



Meeting Date: 11/14/2023

Map Prepared: 10/04/2023

0 100 200 300 400 Feet

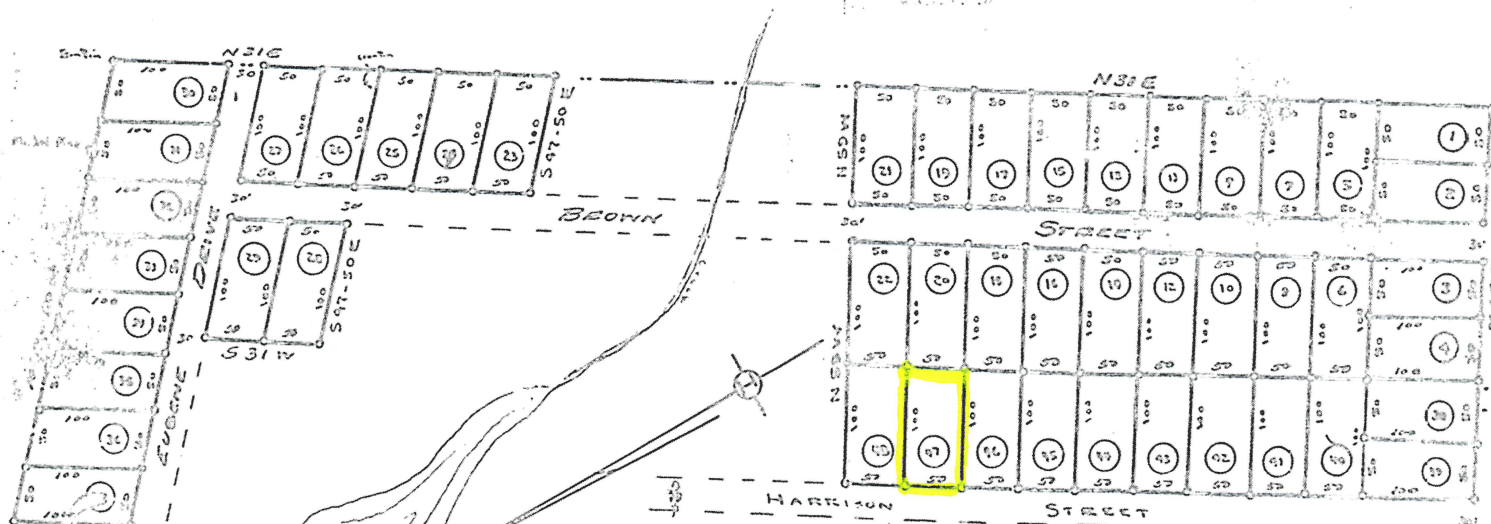
SCALE: 1" = 200'

1338 Harrison Drive Narrative

I would like to annex my 0.11± acre property with Residential-II (R-II) zoning. The property is currently zoned Residential-II (R-II) in Hall County and contains a single-family home with access on Harrison Drive. The existing septic system is failing and I am needing to tie onto City sewer which is located on Harrison Drive. There are no other proposed changes to the property at this time. Thank you for your consideration.

SCALE: 1 inch = 100 feet
DATE: August 26, 1949

GA. REG. LAND SURVEYOR 245



This plot is certified to have returned 48
lots laid out by me this date. ¹⁸⁹³ E. H. Edwards on
his lands about 1 mile southwest of Gadsden, Ga.
These lots are part of lots nos 1 and 2 of the
H. H. Dean survey of the H. H. Dean farm.

Recorded July 16, 1901

R. W. Smith, Clerk

