



# White County

Georgia

Board of Commissioners

•Agenda Package•

Work Session & Regular Meeting

Monday, June 3, 2024



**WHITE COUNTY BOARD OF COMMISSIONERS  
COMBINED WORK SESSION & REGULAR MEETING**

**MONDAY, JUNE 3, 2024 AT 4:30 P.M.**

**AGENDA**

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1. Call to Order.
2. Pledge of Allegiance.
3. Invocation – Rev. Burnetta Armour, Cleveland Presbyterian Church & White County Ministerial Alliance.
4. Consider adoption of the following meeting minutes:
  - May 6, 2024 Regular Meeting, including Executive Session, and
  - May 20, 2024 Called Meeting.

**New Business**

5. Consider the appeal filed by Mr. John Mitchell requesting the addition of Yonah Mountain Heights Subdivision Cleveland, Georgia to the White County Short-Term Rental Subdivision Map.
6. Consider amending numerous articles of the White County Code of Ordinances to require the digital submission of site plans, plats, plans, and drawings and amending the Code to update the procedure for recording plats and adding the definition of a subdivision to Appendix A to match the definition in Article 16.
7. Consider the purchase of a 35-cubic yard compactor for plastics recycling at the Convenience Center.
8. Consider purchase of a replacement Ford F-150 for the Road Department.
9. Consider approval of an annual contract for chemical application to the Parks & Recreation athletic fields.
10. Consider approval of the 2024-2025 ACCG-IRMA (Association County Commissioners of Georgia-Interlocal Risk Management Agency) Liability Insurance Renewal.
11. Consider the following mid-year Board Appointments:
  - Avita Community Partners: One (1) appointee for a two (2) year term expiring June 30, 2026.
  - Chamber of Commerce Board of Directors: One (1) appointee for a two (2) year term expiring June 30, 2026.
  - Department of Family & Children’s Services (DFACS) Board: Two (2) appointees for a five (5) year term expiring June 30, 2029.
  - Development Authority: Two (2) appointees for a six (6) year term expiring June 30, 2030.
  - Georgia Mountains Regional Commission Council (GMRC) Private Sector Representative: One (1) appointee for a one (1) year term expiring June 30, 2025.
  - White County Water Authority: Two (2) appointees, one representing the Upper Chattahoochee River

Soil and Water Conservation District and one representing the general public – both for a two (2) year term expiring June 30, 2026.

12. Consider approval of the preliminary Enotah Judicial Circuit Budget for the 2024-2025 Fiscal Year.
13. Consider approval of the 2024-2025 County Fee Schedule.
14. County Manager Comment.
15. Commissioner Comment.
16. Public Comment.
17. Announcements:
  - Thursday, June 6, 2024 - White County and City of Cleveland Public Meeting on the revised Bike Pedestrian and Paddle Plan from 6-7:30 p.m. at the White County Sr. Center 1239 Helen Highway
  - Thursday, June 13, 2024 – Fiscal Year 2025 Budget Public Hearing @ 4:30 p.m.
  - Thursday, June 20, 2024 – Called Meeting for Fiscal Year 2025 Budget Adoption @ 9:00 a.m.
  - Monday, June 24, 2024 - Board of Commissioners Work Session & Called Meeting @ 4:30 p.m.
  - Monday, July 1, 2024 – Board of Commissioners Regular Meeting @ 4:30 p.m.
18. Adjourn.

**WHITE COUNTY BOARD OF COMMISSIONERS**

**MINUTES OF THE REGULAR MEETING HELD**

**MONDAY, MAY 6, 2024 AT 4:30 P.M.**

The White County Board of Commissioners held a Regular Meeting on Monday, May 6, 2024 at 4:30 p.m. in the Board Room at the Administration Building. Present for the meeting were: Chairman Travis Turner, Commissioner Terry Goodger, Commissioner Lyn Holcomb, Commissioner Edwin Nix, Commissioner Craig Bryant, County Manager Billy Pittard, Interim Finance Director Rose Kisaalita, and County Clerk Shanda Murphy.

Chairman Turner called the meeting to order.

Following the Pledge of Allegiance, Pastor Tim Morgan of Faith Lutheran Church, and the White County Ministerial Alliance, presented the invocation.

Upon presentation of proclamation, May 28, 2024 was declared Sgt. Andrew “Andy” Negra Day in White County in honor and celebration of his 100<sup>th</sup> birthday.

Ms. Barbara Overton, Director of Senior Services, presented the FY 2024 Addendum #1 for the Legacy Link contract for services provided by the Senior Center. She explained that this addendum is related to official acceptance of American Rescue Program Act (ARPA) funds which were not spent in FY 2023 – this includes funding for material aid to clients totaling \$35,587.00, congregate meals totaling \$16,901.00, and health promotion and activities totaling \$14,320.00. The total funding was \$66,808.00.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Holcomb there was a unanimous vote to approve the FY 2024 Addendum #1 for the Legacy Link contract for services provided by the Senior Center.

Ms. Shanda Murphy, County Clerk & Director of Human Resources, presented the proposal received from TimeClock Plus (TCP) Software for an automated employee timekeeping solution. She stated this was the only timekeeping solution which is fully compatible with the finance / payroll / human resources software currently utilized. She had spoken with several counties which utilized both and they were all extremely pleased with the dramatic improvement in the efficiency of payroll processing. Ms. Murphy stated that the first-year cost would be \$21,697.50 (not including hardware) and subsequent years would be \$11,220.00. Mr. Pittard encouraged the Board to accept the proposal to improve the efficiency and accuracy of the payroll processing, which would be a great benefit in improving the Finance Department’s operations as currently timekeeping and entry are both done manually and in many different formats.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote to approve the purchase and implementation of TimeClock Plus (TCP) Software at the cost of \$21,697.50 (year 1 plus hardware) and \$11,220.00 (subsequent years) – to be funded as a general fund expenditure.

Mr. Slater Goff, IT Systems Administrator, presented a request for the purchase of three (3) network switches for the Sheriff’s Office. He advised that two (2) of the switches were the oldest set of switches in operation (approximately 15 years old) and the third switch would be a new one to add capacity. He stated that they had hoped to replace these later, however due to some recent issues it was apparent they needed to go ahead and replace them before complete failure of the equipment. Mr. Goff said the vendor would be Appalachian Tech Services, Inc. and the cost would be \$8,148.00. Mr. Pittard recommended SPLOST as the funding source.

May 6, 2024 – Regular Meeting Minutes (continued)

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to approve the purchase of three (3) network switches for the Sheriff’s Office from Appalachian Tech Services, Inc. at the cost of \$8,148.00 – to be funded through SPLOST.

Chairman Turner introduced Ms. Rose Kisaalita, Interim Finance Director, summarizing her extensive experience in local government finance, her educational credentials, and certification as a Certified Public Accountant (CPA). Ms. Kisaalita presented the monthly financial status report (see attached).

During County Manager Comments, Mr. Pittard advised the Board that the net difference in the number residences that are no longer operated as a short-term rental and the number of new host licenses issued since the changes to the regulations earlier in the year was very minimal. Also. Mr. Pittard expressed what a pleasure it had been to meet Mr. Negra, as he is an outstanding individual.

There were no comments from the Commissioners.

Chairman Turner opened the floor for public comment.

Ms. Bobbie Easterday, 171 Stansel Road Cleveland, Ga – expressed her concern regarding an Exxon convenience store being allowed to build at Hwy 129 N & Alternate 75. She said that will be a dangerous location. Chairman Turner stated the Georgia Department of Transportation (GDOT) would have to approve the access because both roads are state highways. Mr. John Sell, Director of Community & Economic Development advised that the developer had not yet provided a site plan or started the commercial plan review process.

With no additional public comments, Chairman Turner closed the floor.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Bryant, there was a unanimous vote to enter into Executive Session in order to discuss matters of personnel.

-See The Following Closed Meeting Affidavit-

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Nix, there was a unanimous vote to exit the Executive Session.

Upon a motion made by Commissioner Goodger, seconded by Commissioner Nix, there was a unanimous vote to adjourn the meeting.

The minutes of the May 6, 2024 Regular Meeting were approved as stated this 3<sup>rd</sup> day of June, 2024.

**WHITE COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Travis C. Turner, Chairman

\_\_\_\_\_  
Terry D. Goodger, District 1

\_\_\_\_\_  
Lyn Holcomb, District 2

\_\_\_\_\_  
Edwin Nix, District 3

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Craig Bryant, District 4

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Shanda Murphy, County Clerk

**WHITE COUNTY BOARD OF COMMISSIONERS**

**MINUTES OF THE CALLED MEETING HELD**

**MONDAY, MAY 20, 2024 AT 4:30 P.M.**

The White County Board of Commissioners held a Called Meeting on Monday, May 20, 2024 at 4:30 p.m. in the Board Room at the Administration Building. Present for the meeting were: Chairman Travis Turner, Commissioner Terry Goodger, Commissioner Lyn Holcomb, Commissioner Edwin Nix, Commissioner Craig Bryant, Interim Finance Director Rose Kisaalita, and County Clerk Shanda Murphy. County Manager Billy Pittard was not in attendance due to scheduled vacation.

Chairman Turner called the meeting to order.

Mr. John Sell, Director of Community & Economic Development, presented the land use application filed by Todd Campbell to redistrict property located at 0 Partin Road Cleveland, Georgia from A-1, Agriculture Forestry District to R-1, Residential Single-Family District. Tax map and parcel 049C-026A. Total acreage is 28.00. He explained that Mr. Campbell planned to subdivide the property into four (4) lots – two (2) of which would be less than the ten (10) acre minimum required for property zoned A-1. He also stated that within the property there is an area which will be subject to the Mountain Protection regulations. The Planning Commission held a public hearing on the application, there was no opposition to the application, and the Planning Commission recommended approval of the application. Mr. Harry Barton, with HB2 Consulting, represented the application. He confirmed that the information presented was accurate.

Upon a motion made by Commissioner Nix, seconded by Commissioner Holcomb there was a unanimous vote to approve the land use application filed by Todd Campbell to redistrict property located at 0 Partin Road Cleveland, Georgia from A-1, Agriculture Forestry District to R-1, Residential Single-Family District. Tax map and parcel 049C-026A. Total acreage is 28.00.

Mr. Sell presented the land use application filed by Karen Thomas to redistrict property located at 100 Cannon Road Cleveland, Georgia from, C-1, Community Commercial District to R-1, Residential Single-Family District. Tax map and parcel 076-130. Total acreage is 3.50. Commissioner Bryant announced that he would be abstaining from voting on this item due to his professional relationship with Ms. Thomas. Mr. Sell stated that there is a home on the property which is occupied by a long-term renter and a mini-storage unit complex is located adjacent to the property and that is the reason the property was zoned commercial. The Planning Commission held a public hearing on the application, there was no opposition to the application, and the Planning Commission recommended approval of the application. Ms. Thomas confirmed the information presented by Mr. Sell and stated that she and her husband planned to make this their retirement home in the future and the renter currently living in the residence manages the mini-storage unit business.

Upon a motion made by Commissioner Holcomb, seconded by Commissioner Goodger there was a unanimous vote (4-0) to approve the land use application filed by Karen Thomas to redistrict property located at 100 Cannon Road Cleveland, Georgia from, C-1 Community Commercial District to R-1, Residential Single-Family District. Tax map and parcel 076-130. Total acreage is 3.50.

Mr. Sell presented the appeal filed by Jordan Bruner requesting the removal of 2105 Adair Mill Road Cleveland, Georgia – Tax Map & Parcel 018 164 / 2.91 acres - from the White County Short-Term Rental Subdivision Map. He reviewed the different phases of Adair Mill subdivision and stated that two (2) lots were platted as out parcels and never platted as part of any phase of the subdivision – one of which was Mr. Bruner’s lot. He also advised that Mr. Bruner’s property is not accessed from the subdivision road, but from Adair Mill Road. Mr. Sell stated that a deed had been brought forward that references the property being subject to the restrictive covenants of the

May 20, 2024 Called Meeting Minutes (continued)

Adair Mill subdivision which is not consistent with the plat. He stated that the subdivision map was created based on how properties were platted and if the Homeowner's Association (HOA) wanted to enforce the covenants that would be a civil matter since the county does not enforce covenants for subdivisions. Mr. Bruner explained that he had constructed a container home on the property without any issue, which would not have been allowed by the subdivision covenants. He had contacted the president (former) of the HOA prior to constructing the home and the HOA president advised he would not be subject to the subdivision covenants. Mr. Bruner stated that he had received the certificate of occupancy for the residence in December 2023 and wanted to operate it as a short-term rental when his family was not using it.

Upon a motion made by Commissioner Nix, seconded by Commissioner Goodger there was a unanimous vote to deny the appeal filed by Jordan Bruner requesting the removal of 2105 Adair Mill Road Cleveland, Georgia – Tax Map & Parcel 018 164 / 2.91 acres - from the White County Short-Term Rental Subdivision Map based on the language contained within the property deed referencing the property being subject to the restrictive covenants of the Adair Mill Road subdivision.

Upon a motion made by Commissioner Bryant, seconded by Commissioner Nix, there was a unanimous vote to adjourn the meeting.

The minutes of the May 20, 2024 Called Meeting were approved as stated this 6<sup>th</sup> day of June, 2024.

**WHITE COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Travis C. Turner, Chairman

\_\_\_\_\_  
Terry D. Goodger, District 1

\_\_\_\_\_  
Lyn Holcomb, District 2

\_\_\_\_\_  
Edwin Nix, District 3

\_\_\_\_\_  
Craig Bryant, District 4

\_\_\_\_\_  
Shanda Murphy, County Clerk





# WHITE COUNTY

## *Board of Commissioners*

**Item Title:** Consider an appeal of the White County Short Term Rental Subdivision Map to add the Yonah Mountain Heights subdivision.

**For Meeting Date:** 6/3/2024

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Other

**Submitted By:** John Sell

**Attachments:** Yes  **If yes, please list each file name below:**

1. White County STR Map Appeals Form with Letter of Intent, list of properties
2. Covenants, original property deed, and Road maintenance agreement
3. Deeds of listed properties

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### **Purpose:**

Consider adding the Yonah Mountain Heights Subdivision to the White County STR Subdivision Map.

### **Background / Summary:**

- Yonah Mountain Heights is requesting that 33 parcels be added to the White County STR Subdivision Map. There is not a plat of the subdivision, but there is evidence that David Denton and Loye Allen intended the area to be a subdivision back in 1980 when they recorded covenants of the property lying in Land Lot 122 and 135 of the 3<sup>rd</sup> Land District of White County. The covenants were recorded Sept. 13, 1980 in Deed Book 5-O, Pages 621-622 and amended in Deed Book 5-U Page 687. Reference to those covenants appear on the deeds of the parcels proposed for inclusion on the subdivision map. Mr. John Mitchell, 762 Yonah Mountain Road, did the research and provided the property deeds. In the letter of request, Billye Sullivan, 406 Yonah Mountain Road and President of Yonah Mountain Heights, points out that there are other subdivisions within Yonah Mountain Heights that are included in the map (based on plats of 4 or more lots of common development.) It also states that 32% of the improved properties are Short Term Rentals and the road owner association residents don't want any additional rentals. At least one property owner, Xavier Morales of Bald Eagle Path, is opposed to Yonah Mountain Heights being added to the subdivision map. He states in an email that there is not a valid Home Owners Association registered with the Secretary of State and he wants to build a cabin on his property to use as a STR. His property is identified by deed to be added to the subdivision map.
- The STR Subdivision Map is based on platted parcels of common development, which does not exist in this case. As an alternative, the Board of Commissioners has determined that they would consider deeds as legal documents that can be used to determine if an area was intended to be a subdivision. Given that the deeds presented for Yonah Mountain Heights identify the properties as being in the land lots that are described in the covenants recorded by David Denton and Loye Allen in the 1980's, it could be interpreted that the intent was that of a subdivision. The BOC used a deed as the determining factor to deny the Bruner

appeal on May 20, and based on that decision it would be consistent for the BOC to use deeds to approve the appeal and add the identified parcels to the STR Subdivision Map.

**Department Recommendation:**

Community and Economic Development recommends adding the identified parcels in the Yonah Mountain Heights subdivision to the White County STR subdivision map.

**Options:**

- Approve the addition of the identified Yonah Mountain Heights parcels to the STR Subdivision map.
- Deny the appeal and leave the map as approved.
- Table the appeal for further review by the BOC.

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- 

**County Manager Comments:**

-



## STR Subdivision Map Appeal Form

### Applicant Completes This Section

Subdivision Name Mt. Yonah Heights Date 5/21/24  
Subdivision Road Names BAUD EAGLE PATH, YONAH MTD ROAD, SPRING HICK  
Affected properties (Map and Parcel #s) SEE ATTACHED  
Contact John Mitchell Phone Number [REDACTED]

The White County Board of Commissioners (BOC) approved the Short Term Rental Subdivision map on Jan. 8, 2024. Any appeal of the map will be processed through the Community and Economic Development Department for consideration by the BOC. A letter of request from the HOA/applicant outlining the appeal must accompany this form.

No STR applications for referenced properties will be granted while under appeal.

**Step 1** – Is there a recorded plat of the subdivision (4 or more parcels of common development)?

Yes – Provide the plat and nothing else is required to appeal.

No – Proceed to Step 2.

**Step 2** – Is there a recorded Deed reference of subdivision properties?

Yes – Provide the Deed and verification of support from 100% of owners of listed subdivision properties (i.e. letters/HOA minutes/signed petition etc...).

No - This request does not qualify for appeal.

Applicants Signature

John Mitchell

## Appeal to request adding Yonah Mt Heights to STR Subdivision Map

John Sell,

Improved properties behind our gate and on our three miles of private roads include three subdivision in entirety and a portion of a neighboring subdivision. Subdivisions include; Yonah Peak seven properties, Eagles Pass two properties, Yonah Mt Heights 26 properties and Camron Acres three properties. Yonah Mt Heights is the only subdivision not on the STR Subdivision Map. Currently 12 houses have STR permits and are active. That makes 32% of the improved properties are rentals. County average STR properties is 6%.

Back in the early 90's there were no rentals. At this time we became a gated community and started an association to provide services. With very few houses the president was also the treasurer and secretary. All the residents belonged to the association, dues were \$150 per year and there was a one time \$600 entrance fee. Yearly meetings were conducted by the president and hosted at various homes. As house construction progressed new members were added. Now the dues are \$350 per year and the administration increased to a president, treasurer, secretary and road manager. Yearly meetings are still conducted at host homes. Prior to the meetings members are challenged to bring solutions to issues facing our community to include road improvements, safety and gate issues. Everyone at the meeting votes on projects. The president and road manager executes the projects.

All the rental traffic on our steep gravel roads has been very challenging. Few visitors seem to have the driving skills for this type of road. We have renters on the weekends and rental property service providers during the remainder of the week all of which drives up the cost of road maintenance. With 32% rentals we appeal the Commissioners to approve adding Yonah Mt Heights to the STR Subdivision Map. We have submitted 26 deeds for the improved properties and seven deeds for vacant lots.

Your consideration to this appeal is appreciated.

Billye Sullivan   
President Yonah Mt Heights

**Appeal for request adding Yonah Mt Heights to STR Subdivision Map**

John Sell,

Additionally I would add that it appears that David Denton intended Yonah Mt Heights to be a subdivision with the covenants that he recorded with White County in 1980 as he was selling these properties. The property deeds reflect the inclusion of the covenants today even though they have expired.

Billye Sullivan   
President Yonah Mt Heights

**Yonah Mountain Heights Properties**

Full Time Residents	Address	Map & Parcel #	Current owner Deed-Page #	Old Deed Page#
Phil and Deb Kos	640 Yonah Mountain Road	059 066	1579-605	
Dawn Carlisle	748 Yonah Mountain Road	059 068	1837-246	625-176
John and Mahalious Mitchell	762 Yonah Mountain Road	059 069	888-439	
Jim and Judy Vickoren	897 Yonah Mountain Road	059 031	481-433	5F-445
Jean Bradley	901 Yonah Mountain Road	059 028	1696-468	6X-131
Lee and Mark Insley	1371 Yonah Mountain Road	059 034	1761-30/31	6N-294
Kirk and Brenda Poole	287 Bald Eagle Path	059 011	1691-234	
Patrick and Clarissa Evans	293 Bald Eagle Path	059 012	1179-419	
Russell and Donna Hatcher	307 Bald Eagle Path	058C 068B	1914-722	32-284
John and Lorraine Smith	311 Bald Eagle Path	059 013	1691-257	70-475
Vasalik (Vie) Binga and Tim Ganley	345 Bald Eagle Path	059 014	1914-321	104-278
Jeffrey Dalrymple	456 Bald Eagle Path	059 027	1572-269/270	479-382
Tim Debey	57 Soaring Hawk Trail	059 005	1391-220	562-380
Scott and Melanie Futrell	100 Soaring Hawk Trail	058C 065	1586-65	
Mark and Denise Workman	189 Soaring Hawk Trail	058C 045	1077-537	36-273
Tom Pomeroy	233 Soaring Hawk Trail	058C 046	463-84	230-273
<b>Weekend Residents</b>				
Bobby Moss	722 Yonah Mountain Road	059 067	1587-581	139-232
Lonnie and Gretchen Bowen	85 Bald Eagle Path	059 066	1865-286	5G-8
Nick and Gail Serba	108 Bald Eagle Path	059 030	1827-645	7D-26
Robert and Louise Sparks	229 Bald Eagle Path	059 010	1585-467	501-133
Derrick and Rhonda Williams	146 Soaring Hawk Trail	058C 066	1865-327	70-194
<b>Rentals</b>				
Lee and Mindy Forbes	373 Yonah Mountain Road	059 002	1745-558	371-436
Alan and Sheelyn Craig	115 Bald Eagle Path	059 008	1821-121	646-201
Alan and Sheelyn Craig	22 Soaring Hawk Trail	059 007A	1164-22	722-177
Alan and Sheelyn Craig	64 Soaring Hawk Trail	059 007	1837-527	567-308
David Rankin	88 Soaring Hawk Trail	058C 064	1908-294	

<b>Empty Lots</b>						
Xavier Morales	1.86 acres Bald Eagle Path	059 029	1803-38	51-13		
Tom Pomeroy	2.84 acres Soaring Hawk Trail	058C 068A	463-84			
Tim Debey	1.1 acres Soaring Hawk Trail	059 004	1391-220			
Paula Osborne	6.9 acres Soaring Hawk Trail	058C 044	5U-590/591			
Ray and Lisa Johnson	2.16 acres Soaring Hawk Trail	058C 043	1739-390	364-54		
Recently sold(Roy Brogdon)						
Nick and Gail Serba	4.00 acres Soaring Hawk Trail	059-006A	1827-652	1035-415		
Date Created-April 23-2024	John Mitchell					
Date-Revised-April 24-2024						

Return Recorded Document to:  
MARTIN W. WELCH  
603 HELEN HWY.  
CLEVELAND, GEORGIA 30528

PHIL KOS  
M&D  
059 066  
COPY

WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF WHITE

File #: OCT05-13

This Indenture made this 15th day of November, 2005 between MANFRED FUNKE and MARION KRAUSE FUNKE, of BURGSTRASSE 48, 34346 HANN.MUNDEN, GERMANY, as party or parties of the first part, hereinafter called Grantor, and PHILIP H. KOS and DEBORAH M. KOS, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, containing 4.12 acres, more or less, as shown on a plat of survey prepared by R.N. Johnson and Associates, Inc., under date of November 16, 1983, recorded in Plat Book 17, Page 249, White County, Georgia records; said plat and the record thereof being incorporated herein by reference for a more complete description. The above described property is conveyed SUBJECT TO Agreement as to Roadways dated September 19-1980 executed by David Denton and Loye Allen, recorded in Deed Book 5-O, Pages 617-620, White County, Georgia records. The above described property is conveyed SUBJECT TO Covenants and Restrictions dated September 13, 1980 executed by David Denton and Loye Allen recorded in Deed Book 5-O, Pages 621-622, White County, Georgia records, and Amendment thereto dated October 29, 1981, recorded in Deed Book 5-U, Pages 687, White County, Georgia records, as amended. Also conveyed to Grantees herein, for themselves, their heirs and assigns, are the necessary rights-of-ways for public utilities, which shall run along and within the existing 40-foot Road Easement.

This Deed is given subject to all easements and restrictions of record, if any.

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

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

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

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public U.R. No. 376/05

Manfred Funke  
MANFRED FUNKE



[Signature]  
Witness

[Signature]  
Notary Public U.R. No. 377/05

Marion Krause Funke  
MARION KRAUSE FUNKE





**After Recording, Return and  
Mail Tax Statements To:**

Philip Henry Kos and Deborah Marie Kos, as co-Trustees  
1155 Robmar Rd.  
Dunedin, FL 34698

## QUITCLAIM DEED

State of Georgia

White County

THIS INDENTURE, made this 20<sup>th</sup> day of OCTOBER, 2015, between

PHILIP H. KOS and DEBORAH M. KOS, husband and wife, as the parties of the first part, hereinafter called the Grantors,

Whose address is 1155 Robmar Rd., Dunedin, FL 34698;

AND

PHILIP HENRY KOS and DEBORAH MARIE KOS, as co-Trustees of THE KOS REVOCABLE LIVING TRUST, U/A dated OCTOBER 20, 2015, as the party of the second part, hereinafter called the Grantee,

Whose address is 1155 Robmar Rd., Dunedin, FL 34698;

*The words "Grantor" and "Grantee" are to include their respective heirs, successors and assigns where the context requires or permits*

WITNESSETH: That Grantors, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, hereby convey and quitclaim to the said Grantee all of THE FOLLOWING described tract or parcel of land situated in the County of White, State of Georgia:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

More commonly known as 640 Yonah Mountain Road, Cleveland, GA.

Assessor's Parcel Number: 059 066

SUBJECT TO the Restrictions, Conditions, Covenants, Rights, Rights of Way, and Easements now of record, if any.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging in anywise appertaining, to the only proper use, benefit and behoof of the aforesaid Grantees, forever, in fee simple.



## EXHIBIT A

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, containing 4.12 acres, more or less, as shown on a plat of survey prepared by R.N. Johnson and Associates, Inc., under date of November 16, 1983, recorded in Plat Book 17, Page 249, White County, Georgia records; said plat and the record thereof being incorporated herein by reference for a more complete description. The above described property is conveyed SUBJECT TO Agreement as to Roadways dated September 19-1980 executed by David Denton and Loye Allen, recorded in Deed Book 5-O, Pages 617-620, White County, Georgia records. The above described property is conveyed SUBJECT TO Covenants and Restrictions dated September 13, 1980 executed by David Denton and Loye Allen recorded in Deed Book 5-O, Pages 621-622, White County, Georgia records, and Amendment thereto dated October 29, 1981, recorded in Deed Book 5-U, Pages 687, White County, Georgia records, as amended. Also conveyed to Grantees herein, for themselves, their heirs and assigns, are the necessary rights-of-ways for public utilities, which shall run along and within the existing 40-foot Road Easement.

This Deed is given subject to all easements and restrictions of record, if any.

and more commonly known as 640 Yonah Mountain Road, Cleveland, GA.

TAX PARCEL NUMBER: 059 066

DAWN CARLISLE  
059 068

PLEASE RETURN TO:  
CARL S. FREE  
ATTORNEY AT LAW  
P.O. BOX 884  
CLEVELAND, GA 30528  
FILE # 21-592

FILED & RECORDED  
DATE: 12/13/2021  
TIME: 11:39AM  
DEED BOOK: 1837  
PAGES: 246-247  
PT-61: 1542021003658  
FILING FEES: \$25.00  
TRANSFER TAX: \$270.00  
Dens N Adms: C.S.C.  
White County, GA

**LIMITED  
WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF WHITE

THIS INDENTURE, made this 9th of December in the year of our Lord Two Thousand Twenty-One (2021), between **Benito Posada and Candy N. Posada**, Grantors, and **Melissa Dawn Carlisle**, Grantee,

WITNESSETH, that the said Grantors, for and in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said Grantee:

**All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 122 of the 3<sup>rd</sup> Land District, White County, Georgia and consisting of 1.52 acres as shown on a plat of survey dated August 12, 1991 prepared by Eddie Hood, CS, recorded in Plat Book 29, page 295, in the office of the Clerk of Superior Court of White County, Georgia, which plat is incorporated herein and made a part hereof by reference.**

**Subject to Covenants and Restrictions dated September 13, 1980 recorded in Deed Book 5-O, pages 621-622; as amended by Amendments to Covenants and Restrictions dated October 19, 1981 recorded in Deed Book 5-U, pages 678-688.**

**Subject to Agreement dated September 19, 1980 recorded in Deed Book 5-O, pages 617-620.**

**Subject to the right of Magdalene Mendoza and Linda Mendoza, their heirs and assigns, to the use of Water from the Existing Well situated on the hereinabove described property and Subject to existing easements in favor of said Mendozas for access to said well and the associated water system extending from said well to the adjoining property of said Mendozas.**

**Subject to other easements, restrictions, reservations and rights-of-way of record, if any.**

JOHN MITCHELL

After recording return to:  
Don Ferguson, Attorney  
Post Office Box 3105  
Cleveland, GA 30528  
706/865-3999

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 9-29-2003  
Date John M. Adams  
Clerk of Superior Court

2003 SEP 29 AM 11:38  
BOOK 888 PAGE 439-440  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

STATE OF GEORGIA  
COUNTY OF WHITE

Mahalious Mitchell  
1214 Brian Ridge Court  
E Plover, AL 36111

(Space Above This Line for Recording Data)

### SURVIVORSHIP WARRANTY DEED

THIS INDENTURE, Made this 5 day of Sept., in the Year of Our Lord Two Thousand Three (2003) between, **Mahalious McDonald** as party of the first part, hereinafter called Grantor, and **Mahalious McDonald Mitchell and John Mitchell** as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits:

WITNESSETH, That Grantor for and in consideration of the sum of (\$10.00) Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said Grantee, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

**See Exhibit A, attached hereto and incorporated herein by reference.**

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

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

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

Signed, sealed and delivered in the presence of:

Jacques Hays  
Witness  
Diana L. Pivoney  
Notary Public  
Comm. Expires: 2-28-2007

Mahalious Mitchell (Seal)  
OFFICIAL SEAL  
DIANA L. PIVONEY  
NOTARY PUBLIC - STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2-28-2007

## EXHIBIT "A"

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in **Land Lot 122** of the **3rd Land District of White County, Georgia**, being designated as that certain 2.25 acres as shown by a plat of survey prepared by Eddie Hood, recorded plat book 29 page 296 of the White County, Georgia deed records to which said plat and the record thereof, reference is hereby made for a more complete description. Said parcel is subject to the **Restrictive Covenants of Record**. Also conveyed is the right of ingress and egress along the existing subdivision roadway to the public road. Said parcel is subject to the existing easements and restrictive covenants of record.

JIM VICKOREN

WARRANTY DEED (Joint Tenancy)  
STATE OF COLORADO

97 JAN 22 PM 12:59  
BOOK 481 PAGE 433-434  
CLERK'S OFFICE  
CLERK  
WHITE COUNTY, GA.

RETURN TO:  
K. GOSWAMI  
ATTORNEY AT LAW  
60 GOUTHAMER STREET  
P.O. BOX 204  
CLEVELAND, GEORGIA 30309  
770-538-2019

COUNTY OF BOULDER

THIS INDENTURE, made this 6 day of Dec. in the Year of Our Lord One Thousand  
Nine Hundred and Ninety-Six ----- between

WILLIAM O. HOLLINGSWORTH

of the County of Boulder and State of Colorado of the first part, and

JAMES A. VICKOREN and JUDY B. VICKOREN

of the County of Fulton and State of Georgia of the second part.

WITNESSETH: That said party of the first part for and in consideration of the sum of  
--Ten Dollars and Other Valuable Considerations--

in and paid, at and before the sealing and delivery of these presents, the receipt of  
which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these  
presents does grant, bargain, sell and convey unto the said parties of the second part  
as joint tenants with right of survivorship as defined and created by Georgia Laws  
1976, pages 1438-1439 (O.C.G.A. Section 44-6-190), the heirs, executors and assigns of  
the survivor, all the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot Number 135 of the 3rd Land  
District of White County, Georgia, containing 5.12 acres, more or less, all in  
accordance with Plat of Survey of the Property of Tony Tipton dated September 12, 1978,  
prepared by Henry G. Jarrard, Georgia Registered Land Surveyor, recorded in Plat Book  
12, page 184, Office of Clerk, Superior Court, White County, Georgia. Reference is  
hereby made to said Plat of Survey and the record thereof for a more complete  
description of said property.

The above-described property is the same property described and conveyed in  
Warranty Deed dated April 14, 1979, from Tony Tipton and Bobby Canup to William O.  
Hollingsworth, recorded in Deed Book 5-F, pages 445-446, said Clerk's Office.

SUBJECT TO existing easements for public utilities and public and private road  
rights-of-way.

LESS AND EXCEPT all that tract or parcel of land lying and being in Land Lot  
Number 135 of the 3rd Land District of White County, Georgia, and being more  
particularly described as follows:

BEGINNING at the Northwest-most corner of this property at a point in the center  
of Yonah Mountain Road and at the Southwest-most corner of property, now or formerly,  
of Peeper; thence along and with said property, now of formerly, of Peeper South 70  
degrees 00 minutes East 325 feet to an iron pin at property of William O.  
Hollingsworth; thence along and with said property of Hollingsworth South 20 degrees 00  
minutes West 389.70 feet to a point in the center of Yonah Mountain Road; thence along  
and with the center and meanderings of said Yonah Mountain Road the following courses  
and distances: North 69 degrees 57 minutes West 21.55 feet to a point; North 51  
degrees 41 minutes West 36.22 feet to a point; North 33 degrees 42 minutes West 72.31  
feet to a point; North 39 degrees 09 minutes West 84.19 feet to a point; North 21  
degrees 52 minutes West 43.75 feet to a point; North 07 degrees 50 minutes West 70.68  
feet to a point; North 02 degrees 59 minutes West 68.37 feet to a point; North 00  
degrees 18 minutes West 143.15 feet to a point at the Northwest-most corner of this  
property and Beginning Corner, containing 2.030 acres, all in accordance with Plat of  
Survey conducted by Roy A. Terrell and Associates, Registered Land Surveyor, for James  
A. Vickoren, on October 5, 1983, and recorded in Plat Book 16, page 174, Office of  
Clerk, Superior Court, White County, Georgia, and being the same property as that  
described and conveyed in Warranty Deed dated October 15, 1984, from William O.  
Hollingsworth to James A. Vickoren and Judy B. Vickoren, recorded in Deed Book 6-Z,  
page 456, said Clerk's Office.

White County, Georgia  
Real Estate  
Filed 5  
Date 12-97  
Case 97-97

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the  
rights, members and appurtenances thereof, to the same being, belonging, or in anywise  
appertaining, to the only proper use, benefit and behoof of the said parties of the  
second part (the Grantees) as joint tenants with the right of survivorship as defined  
above, the heirs, executors and assigns of the survivor, forever, in Fee Simple.

AND SUBJECT TO the title matters expressly set forth hereinabove, if any, said  
party of the first part (the Grantor) will warrant and forever defend the right and title  
to the above described property, against the claims of all persons whomsoever.

With regard to the party of the first part (the Grantor) where the same is more  
appropriate herein, the singular denotes the plural in number and the masculine denotes  
the feminine and neuter in gender.

434

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

Signed, sealed and delivered in the presence of:

Cady Hansen  
WITNESS

Catherine Vickoren  
NOTARY PUBLIC  
(SEAL)

My Commission Expires: 6-7-00

William O. Hollingsworth (Seal)  
WILLIAM O. HOLLINGSWORTH



WARRANTY DEED	
From	
WILLIAM O. HOLLINGSWORTH	
To	
JAMES A. VICKOREN and JUDY B. VICKOREN	
Georgia, _____ County	
Office of Clerk, Superior Court Filed for Record	
At _____ M _____ 19____	
Recorded in Deed Book _____	
Page(s) _____ This _____ day	
of _____, 19____ A.D.	
_____ Clerk	
KEENE & KEENE, Attorneys P.O. Box 246 Cleveland, Georgia 30528 1-706-865-2519 K. Grant Keene Kenneth R. Keene (1922-1993)	



STATE OF GEORGIA, HABERSHAM County

This Indenture, Made this 14th day of April in the year of our Lord

One Thousand, Nine Hundred and Seventy-nine, between

TONY TIPTON and BOBBY CANUP of the County of Habersham and State of Georgia, of the first part,

and WILLIAM O. HOLLINGSWORTH of the County of Leon and State of Florida, of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of

TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS----- Dollars,

in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns, all that tract or parcel of land lying and being in

Land Lot No. 135 of the 3rd Land District of White County, Georgia, containing 5.12 ACRES and being more fully described as the property surveyed by Henry Grady Jarrard, R. S., dated September 12, 1978, said plat being recorded in the office of the Clerk of Superior Court of White Co. Ga. in Flat Book 12, Page 184, and the description contained in said plat being specifically incorporated herein and made a part of this instrument.

NOTE: This deed is made subject to that certain deed to Secure Debt from Tony Tipton and Bobby Canup to Lora Black Chambers, dated January 9, 1979, recorded in the office of the Clerk of Superior Court of White County, Georgia, in Deed Book 5-E, Page 132, which said deed was given to secure an indebtedness in the original principal amount of \$3,635.20, which Grantee herein assumes and agrees to pay.

White County, Georgia  
Paid Taxes and Tax  
Date 4/17/79  
Clerk of Superior Court

To have and to hold the said land, premises, together with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of him the said part Y of the second part his heirs and assigns, forever, in fee simple

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

In witness whereof, the said parties of the first part have hereunto set their hands and affixed their seals, the day and year first above written.

Witness my hand and the seal of the said County of \_\_\_\_\_

Notary Public  
*[Signature]*

Tony Tipton  
 Bobby Canup

(Seal)  
 (Seal)

WARRANTY DEED

FROM  
 TONY TIPTON & BOBBY CANUP

TO  
 WILLIAM O. HOLLINGSWORTH

GEORGIA, White County  
 CLERK'S OFFICE, SUPERIOR COURT

Filed for Record 4-17-78  
 Recorded in Book 445-46  
 4-17-78  
 Clerk

Adams, Ellard & Frankum, P. C.  
 P. O. BOX 82  
 CLARKESVILLE, GEORGIA 30522

JEAN BRADLY  
MAP  
059 028

FILED & RECORDED  
DATE: 11/16/2018  
TIME: 10:24AM  
DEED BOOK: 1696  
PAGES: 468-470  
FILING FEES: \$16.00  
Dena M Adams, C.S.C.  
White County, GA  
CROSS REF: 1



Joy R. Parks, Attorney, P.C.  
Post Office Box 804  
Cleveland, GA 30528

**AFFIDAVIT OF FACTS AFFECTING TITLE**

RE: Property belonging to Jean H. Bradley (present owner) and being all the interest described and conveyed in Warranty Deed (Joint Tenancy) dated March 29, 2001, executed by James Glen Dixon, Jr. and Wanda F. Dixon, as parties of the first part, to Samuel E. Bradley, Jr. and Jean H. Bradley (as Joint Tenants with right of survivorship), recorded in Deed Book 680, Pages 85-86, Office of Clerk, Superior Court, White County, Georgia, which describes property lying and being in Land Lots 122 & 135 of the 3rd Land District, White County, Georgia, containing 0.96 acres, more or less, and 0.51 acres, more or less, said Clerk's Office.

**GEORGIA, WHITE COUNTY**

Before me, a Notary Public in and for said State and County, came JEAN H. BRADLEY, whose age is \_\_\_ years and whose address is 901 Yonah Mountain Road, Cleveland, Georgia 30528, who being duly sworn deposes and states on oath that she has known and been familiar with the history of the possession of the property described in the captioned Deeds over a period of 17 years; that the property described on the above referenced Warranty Deed was conveyed to Samuel E. Bradley, Jr. and Jean H. Bradley, on March 29, 2001, jointly, by means of said Warranty Deed; that her said husband died a domiciliary of White County, Georgia on June 28, 2018, and that a Death Certificate reflecting that fact is recorded in the Vital Records of White County, State of Georgia, a copy of which Death Certificate is attached hereto as Exhibit "A"; that prior to the death

I, Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the said Jean H. Bradley, who being duly sworn deposes and states on oath that she has known and been familiar with the history of the possession of the property described in the captioned Deeds over a period of 17 years; that the property described on the above referenced Warranty Deed was conveyed to Samuel E. Bradley, Jr. and Jean H. Bradley, on March 29, 2001, jointly, by means of said Warranty Deed; that her said husband died a domiciliary of White County, Georgia on June 28, 2018, and that a Death Certificate reflecting that fact is recorded in the Vital Records of White County, State of Georgia, a copy of which Death Certificate is attached hereto as Exhibit "A"; that prior to the death

of her husband, SAMUEL E. BRADLEY, JR, neither he nor Affiant performed or allowed to be performed any act which would have destroyed the aforesaid Joint Tenancy; that all debts of the Estate of Samuel E. Bradley, Jr. have been paid in full; and that said Estate was not subject to Federal or State Estate taxes.

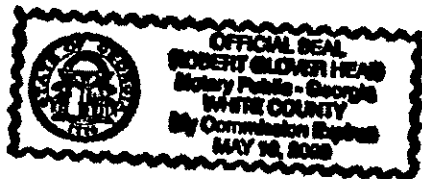
Thus, this Affidavit is made pursuant to the provisions of the Act approved March 9, 1955, Georgia Laws 1955, pp. 614 and 615, and in connection with the clearing of the title it said premises for the present owner thereof.

Sworn to and subscribed before me,  
This \_\_\_\_ day of August 2018.

*Alicia Latham*  
Witness

*Jean H. Bradley* (Seal)  
JEAN H. BRADLEY

*Robert Glover Head*  
Notary Public



## GEORGIA DEATH CERTIFICATE

State File Number 2018GA000041322

1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) SAMUEL EDWARD BRADLEY JR		1a. IF FEMALE, ENTER LAST NAME AT BIRTH		2. SEX MALE	2a. DATE OF DEATH (Mo., Day, Year) ACTUAL DATE OF DEATH 06/28/2018	
3. SOCIAL SECURITY NUMBER	4a. AGE (Years) 80	4b. UNDER 1 YEAR Mos. Days		4c. UNDER 1 DAY Hours Mins.		5. DATE OF BIRTH (Mo., Day, Year) 06/31
6. BIRTHPLACE GEORGIA	7a. RESIDENCE - STATE GEORGIA	7b. COUNTY WHITE		7c. CITY, TOWN CLEVELAND		
7d. STREET AND NUMBER 901 YONAH MOUNTAIN ROAD		7e. ZIP CODE 30528	7f. INSIDE CITY LIMITS? NO		8. ARMED FORCES? YES	
8a. USUAL OCCUPATION VICE PRESIDENT		8b. KIND OF INDUSTRY OR BUSINESS				
9. MARITAL STATUS MARRIED	10. SPOUSE NAME JEAN HURT		11. FATHER'S FULL NAME (First, Middle, Last) SAMUEL EDWARD BRADLEY SR			
12. MOTHER'S MAIDEN NAME (First, Middle, Last) ELSIE WADE		13a. INFORMANT'S NAME (First, Middle, Last) JEAN BRADLEY		13b. RELATIONSHIP TO DECEDENT WIFE		
13c. MAILING ADDRESS: PO BOX 742 CLEVELAND GEORGIA 30528				14. DECEDENT'S EDUCATION BACHELOR'S DEGREE		
15. ORIGIN OF DECEDENT (Italian, Mex., French, English, etc.) NO, NOT SPANISH/HISPANIC/LATINO		16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) WHITE				
17a. IF DEATH OCCURRED IN HOSPITAL			17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify) DECEDENT'S HOME			
18. HOSPITAL OR OTHER INSTITUTION NAME (if not in either give street and no.) 901 YONAH MOUNTAIN ROAD			19. CITY, TOWN or LOCATION OF DEATH CLEVELAND		20. COUNTY OF DEATH WHITE	
21. METHOD OF DISPOSITION (specify) CREMATION		22. PLACE OF DISPOSITION CREMATORY AT BALDWIN MOUNTAIN 1370 INDUSTRIAL BOULEVARD BALDWIN GEORGIA 30511			23. DISPOSITION DATE (Mo., Day, Year) 06/30/2018	
24a. ENBALMER'S NAME		24b. ENBALMER LICENSE NO.		25. FUNERAL HOME NAME BARRETT FUNERAL HOME		
26a. FUNERAL HOME ADDRESS 118 N. BROOK STREET PO BOX 825 CLEVELAND GEORGIA 30528						
26a. SIGNATURE OF FUNERAL DIRECTOR BRANDON L HESTER			26b. FUN. DIR. LICENSE NO 5163		AMENDMENTS	
27. DATE PRONOUNCED DEAD (Mo., Day, Year) 06/28/2018		28. HOUR PRONOUNCED DEAD 08:20 AM				
29a. PRONOUNCER'S NAME LYNN ANTOINETTE ROTALSKY			29b. LICENSE NUMBER RN215167		29c. DATE SIGNED 06/28/2018	
30. TIME OF DEATH 08:20 AM			31. WAS CASE REFERRED TO MEDICAL EXAMINER NO			
32. Part I. Enter the chain of events-diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.					Approximate interval between onset and death	
IMMEDIATE CAUSE (Final disease or condition resulting in death)					DAYS	
A. MULTIPLE ORGAN FAILURE Due to, or as a consequence of					MONTHS	
B. ACUTE MYELOID LEUKEMIA Due to, or as a consequence of						
C. Due to, or as a consequence of						
D. Due to, or as a consequence of						
Part II. Enter significant conditions contributing to death but not related to cause given in Part I. If female, indicate if pregnant or birth occurred within 90 days of death.			33. WAS AUTOPSY PERFORMED? NO		34. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?	
35. TOBACCO USE CONTRIBUTED TO DEATH NO		36. IF FEMALE (range 10-54) PREGNANT NOT APPLICABLE		37. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) NATURAL		
38. DATE OF INJURY (Mo., Day, Year)		39. TIME OF INJURY		40. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify)		41. INJURY AT WORK? (Yes or No)
42. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County)						
43. DESCRIBE HOW INJURY OCCURRED				44. IF TRANSPORTATION INJURY		
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certifier (Name, Title, License No.) FRANK G LAKE, MD, 011972				46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)		
45a. DATE SIGNED (Mo., Day, Year) 07/06/2018		45b. HOUR OF DEATH 08:20 AM		46a. DATE SIGNED (Mo., Day, Year)		46b. HOUR OF DEATH
47. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH FRANK G LAKE 743 SPRING STREET GAINESVILLE GEORGIA 30601						
48. REGISTRAR (Signature) /S/ DONNA L. MOORE				49. DATE FILED - REGISTRAR (Mo., Day, Year) 07/06/2018		

WARRANTY DEED (Long Form)

STATE OF GEORGIA, County of WHITE

THIS INDENTURE, Made this 8th day of August in the Year of Our Lord One Thousand Nine Hundred and Eighty-Four between

LOYE ALLEN, MAYLON LONDON and ROY E. BROGDON, JR. of the County of White and State of Georgia of the first part, and

BENNY SIMS of the County of Gwinnett and State of Georgia of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations

in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto the said party of the second part, his heirs, succes-

sors and assigns, all the following described property, to wit: All that tract or parcel of land lying and being in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGINNING on the Westerly right-of-way of a 40-foot road easement at an iron pin located North 84 degrees 24 minutes East 2132.76 feet from an iron pin at Original Land Lot Corner common to Land Lots Number 122, 123, 134 and 135, said District and County; thence North 65 degrees 17 minutes East 20 feet to a point in the center of said 40-foot road easement; thence along and with the center and meanderings of said 40-foot road easement the following courses and distances: South 28 degrees 23 minutes East 75.18 feet to a point; South 48 degrees 30 minutes East 44.23 feet to a point; South 80 degrees 18 minutes East 41.22 feet to a point; North 61 degrees 49 minutes East 55.67 feet to a point at property of Loye Allen; thence along and with said property of Allen South 10 degrees 40 minutes East 235.68 feet to an iron pin at property, now or formerly, of Tipton; thence along and with said property, now or formerly, of Tipton the following three courses and distances: South 18 degrees 47 minutes West 156.42 feet to a point in Yonah Mountain Road; North 20 degrees 20 minutes West 55.30 feet to an iron pin; North 20 degrees 09 minutes West 454.87 feet to an iron pin on the Westerly right-of-way of a 40-foot road easement and Beginning Corner, containing 0.96 acre, all in accordance with Plat of Survey conducted by R. N. Johnson and Associates, Inc., Surveying Consultants, Cleveland, Georgia, for Benny Sims, on August 2, 1984, and recorded in Plat Book 18, page 142, Office of Clerk, Superior Court, White County, Georgia.

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

RESERVED AND EXCEPTED from this conveyance by the Grantors herein, for themselves their heirs and assigns, as a part of the purchase price herein set out, is the non-exclusive and unobstructed right of ingress and egress over and through the above-described property, via roads or drives delineated on aforesaid Plat.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, Office of Clerk, Superior Court, White County, Georgia.

ALSO SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-622, said Clerk's Office, and Amendment thereto dated October 29, 1981, recorded in Deed Book 5-U, pages 687-688, said Clerk's Office.

ALSO CONVEYED to Grantee herein, for himself, his heirs and assigns, is the necessary rights-of-ways for public utilities, which shall run along and within the existing 40-foot Road Easement.

White County, Georgia
Real Estate Transfer Tax
Paid to 4.20
Date 8-21-84
Richard J. Allen
Clerk of Superior Court

MARK INSLEY

FILED & RECORDED  
DATE: 7/13/2020  
TIME: 12:16PM  
DEED BOOK: 1761  
PAGES: 30-31  
PT-61: 1542020001411  
FILING FEES: \$25.00  
TRANSFER TAX: \$625.00  
Dena M Adams, C.S.C.  
White County, GA



Return Recorded Document to:  
Carr & Gibbs, Attorneys at Law, PC  
P.O. Box 999  
Clarkeville, GA 30523  
File No: 220351  
File Name: Lee Insley and Mark Insley

**JOINT TENANCY WITH SURVIVORSHIP  
WARRANTY DEED**

STATE OF GEORGIA,  
COUNTY OF WHITE

This Indenture made this 10th day of July, 2020, between Borden E Taylor, Jr aka Borden Taylor, of the County of White, State of Georgia, as party of the first part, hereinafter called Grantor, and Lee Insley and Mark Insley, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH that:** Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

See Exhibit "A" attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

**THIS CONVEYANCE** is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

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

*Borden E Taylor, Jr* (Seal)  
Borden E Taylor, Jr aka Borden Taylor

Signed, sealed and delivered in the presence of:

*[Signature]*  
Unofficial Witness  
*[Signature]*  
Notary Public



**EXHIBIT A**

**TRACT ONE:**

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3<sup>rd</sup> Land District of White County, Georgia, containing 1.8 acres, more or less, as shown by plat of survey made by Hubert Lovell, Registered Surveyor, under date of April 17, 1974, and revised under date of June 26, 1974, a copy of said plat being of record in the office of the Clerk of the Superior Court of White County, Georgia, in Plat Book 8, Page 51, and being more particularly described as follows:

BEGINNING at the Southeast-most corner of this property at an iron pin located North 79 degrees 26 minutes West 528.95 feet from a U.S. Forest Service Corner and Land Lot Corner common to Land Lots Nos. 121, 122, 135 and 136, said District and County; thence along and with property now or formerly of Chambers North 79 degrees 26 minutes West 312.75 feet to an iron pin; thence continuing with said property now or formerly Chambers North 79 degrees 25 minutes West 20 feet to an old mail found in the center of Yonah Mountain Road; thence along and with the center of said Yonah Mountain Road the following two courses and distances: North 8 degrees 37 minutes West 49.7 feet to an old nail and North 21 degrees 4 minutes West 71.9 feet to an old nail; thence leaving the center of said Yonah Mountain Road North 19 degrees 10 minutes West 50 feet to an iron pin at property now or formerly of Denton; thence along and with said property now or formerly of Denton the following two courses and distances: South 62 degrees 56 minutes East 390.6 feet to an iron pin and South 14 degrees 45 minutes West 152.5 feet to an iron pin at property now or formerly of Chambers and the BEGINNING CORNER, containing 1.8 acres, more or less.

**LESS AND EXCEPT:**

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3<sup>rd</sup> Land District of White County, Georgia, and being more particularly described as follows:

TO OBTAIN THE TRUE POINT OF BEGINNING, begin at the common corners to Land Lot Nos. 121, 122, 135 and 136 said District and County, and run thence North 79 degrees 19 minutes 25 seconds West a distance of 527.59 feet to an iron pin found; thence continuing North 79 degrees 19 minutes 25 seconds West a distance of 332.75 feet to a point in the center line of Yonah Mountain Road; thence along and with the center of said Yonah Mountain Road the following two courses and distances: North 8 degrees 37 minutes West a distance of 49.70 feet to a point and North 21 degrees 04 minutes West a distance of 11.10 feet to THE TRUE POINT OF BEGINNING; and from said point thus established run thence along the center line of Yonah Mountain Road North 21 degrees 04 minutes West a distance of 60.80 feet to a point thence along property line of property now or formerly of Dixon North 19 degrees 10 minutes East a distance of 156.6 feet to an iron pin found; thence South 62 degrees 55 minutes East a distance of 195.30 feet to a point; thence South 60 degrees 21 minutes 53 seconds West a distance of 234.06 feet to a point in the center line of Yonah Mountain Road at the POINT OF BEGINNING; and containing 0.51 acres, more or less.

THIS CONVEYANCE is made subject to any and all covenants, easements, and restrictions of record.

**TRACT TWO:**

ALL THAT TRACT or parcel of land lying and being in Land Lot 135 of the 3<sup>rd</sup> Land District of White County, Georgia, containing 12.00 acres, more or less, accord to a certain Plat of Survey dated December 12, 1996, prepared by Hubert Lovell, Georgia Registered Land Surveyor No. 1553, which Plat is recorded in Plat Book 40, Page 35. Office of Clerk of Superior Court, White County, Georgia. Reference is hereto made to the Plat for a full and complete description of the herein identified tract of land.

THIS tract is a portion of the property identified as the Lora B Chambers estate of White County, Georgia. Said tract of land is bound on the South and West by lands of Chambers, on the North by the centerline of Yonah Mountain Road, and on the East by the original land lot between Land Lots 135 and 136 and the land of the U.S. Forest Service.

THIS CONVEYANCE is made subject to any and all covenants, easements, and restrictions of record.

**TRACT THREE:**

ALL THAT TRACT or parcel of land lying and being in Land Lot 135, 3<sup>rd</sup> Land District, White County, Georgia, as shown on a plat of survey prepared by Henry Grady Jarrard, Registered Land Surveyor, under of July 11, 1978, recorded in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 12, Page 185, containing 8.85 acres, more or less, to which said plat and the record thereof reference is hereby made for a more particular description.

THIS CONVEYANCE is made subject to any and all covenants, easements, and restrictions of record.



NOTICE TO DEED  
THIS 11 DAY OF Apr, 1983

DEED TO SECURE DEBT WITH POWER OF SALE

1983

CLERK OF SUPERIOR COURT

Tax Collector/Commissioner

State of Georgia County

ORDER OF CANCELLATION RECORDED  
IN DEED BOOK 278, PAGE 193

Payment of SEVEN THOUSAND AND NO/100 (67,000.00)

DOLLARS

the undersigned, hereinafter called Grantor, hereby grants, bargains, sells and conveys to  
TONY TIPTON

hereinafter called Grantee, the following described property, to-wit:

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, containing 1.8 ACRES, more or less, as shown by plat of survey made by Hubert Lovell, Registered Surveyor, under date of April 17, 1974, and revised under date of June 26, 1974, a copy of said plat being of record in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 8, Page 51, and being more particularly described as follows: BEGINNING at the Southeast-most corner of this property at an iron pin located North 79 degrees 26 minutes West 528.95 feet from a U. S. Forest Service Corner and Land Lot Corner common to Land Lots Numbers 121, 122, 135 and 136, said District and County; thence along and with property of Chambers North 79 degrees 26 minutes West 312.75 feet to an iron pin; thence continuing with said property of Chambers North 79 degrees 26 minutes West 20 feet to an old nail found in the center of Yonah Mountain Road; thence along and with the center of said Yonah Mountain Road the following two courses and distances: North 8 degrees 37 minutes West 49.7 feet to an old nail; North 21 degrees 4 minutes West 71.9 feet to an old nail; thence leaving the center of said Yonah Mountain Road North 19 degrees 10 minutes East 50 feet to an iron pin; thence North 19 degrees 10 minutes East 106.6 feet to an iron pin at property of Denton; thence along and with said property of Denton the following two courses and distances: South 62 degrees 56 minutes East 390.6 feet to an iron pin; South 14 degrees 45 minutes West 152.5 feet to an iron pin at property of Chambers and Beginning Corner, containing 1.8 acres, more or less.

NOTE: This deed is made subject to existing easements for roads and utilities and restrictive covenants as set forth in Warranty Deed from Tony Tipton to Warren G. Brown, dated August 29, 1975, recorded in the office of the Clerk of Superior Court of White County, Georgia, in Deed Book 4K, Page 455.

Filed \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_ o'clock  
Recorded in book \_\_\_\_\_  
Page \_\_\_\_\_

with all rights and appurtenances thereto belonging.

To Have and to Hold said property to said Grantee and to the successors, heirs and assigns of Grantee forever, in Fee Simple. Grantor covenants that he has the right to execute this conveyance and that there is no incumbrance of any kind whatsoever on said property not herein noted; that all taxes thereon shall be paid as they mature; and title to said property is warranted against the lawful claims of all persons.

The indebtedness secured hereby is described as follows:

One Installment Promissory Note of even date herewith in the principal amount of \$7,000.00, bearing interest at the rate of eleven (11%) percent per annum, payable in 84 equal consecutively monthly installments of principal and interest in the amount of \$119.86 each, with the first payment being due January 1, 1984. Default in the payment of any one installment renders the entire unpaid balance due immediately at the option of the holder and accelerates the power of sale herein granted. The final installment on said Note becomes due December 1, 1990.

This instrument is to secure any renewal or extension of the above described indebtedness or any part thereof, and any other indebtedness which Grantor now owes or may hereafter owe Grantee herein, or any part thereof, during the time this instrument remains uncancelled.

In case said indebtedness is not paid at maturity, and Grantee places same in the hands of an attorney at law for collection, 15 percent of same shall be added as attorney's fees. All improvements on said property shall be covered to the extent of their fair value by fire insurance policies carrying appropriate loss riders in favor of Grantee. All attorney's fees which may accrue on said indebtedness, together with taxes and insurance premiums which Grantee may be compelled to pay to protect said property, with lawful interest from the date of such payments, shall be added to said indebtedness and secured hereby.

In case of default in the payment of the indebtedness secured hereby, Grantee, his heirs, successors or assigns may enter upon and take possession of the said premises and sell the same at public outcry, after first advertising the time, place and terms of said sale in some newspaper published in the county in which the land lies, once a week for four weeks immediately preceding said sale, which shall be on a legal sale day within the legal hours of sale and at the usual place for conducting legal sales at the courthouse in said county. All other notice of said sale is hereby waived by Grantor. Said sale shall divest all of Grantor's right, title, interest or equity in said premises, and shall vest same in fee simple in the purchaser or purchasers at said sale. This power of sale is cumulative to other remedies, but nevertheless all process of foreclosure other than the above is hereby waived. Proceeds of said sale shall be applied first to the expenses of conducting same, including 15 percent commission to said attorney in fact for advertising and selling said property, next to the payment of the indebtedness secured hereby with interest, the remainder, if any, to be paid to Grantor. Grantee, his heirs, successors or assigns may bid at said sale and become the purchasers of said property. For the purpose of carrying out and effectuating the power of sale, Grantee his heirs, successors or assigns are hereby constituted and appointed the true and lawful Attorney in Fact for Grantor, to sell said property and convey the same to the purchaser or purchasers at said sale in as full and ample manner as Grantor could do in person. This power is hereby being coupled with an interest and irrevocable even by death.

All homestead and exemption rights under the law of the land are expressly waived as against said indebtedness and the property hereby conveyed.

IN WITNESS WHEREOF this deed has been duly executed by or on behalf of Grantor under hand and seal and is made a sealed instrument.

This 7th day of December, 1983

Signed, sealed and delivered, in the presence of:

Tony Tipton  
Witness

Randolph W. Perkinson (Seal)  
Randolph W. Perkinson

Stephen M. Perkinson  
Notary Public

Teresa M. Perkinson (Seal)  
Teresa M. Perkinson

AG

296

006086

STATE OF GEORGIA  
HABERSHAM COUNTY

THIS INDENTURE, Made this 30th day of September in the  
Year of Our Lord One Thousand Nine Hundred and Eighty-Six between

TONY TIPTON  
of the State of Georgia and County of Habersham of the first part, and  
DAVID LARRY SMITH and NANCY LEE SMITH

of the State of Florida and County of Palm Beach of the second part,  
WITNESSETH: That the said party of the first part, for and in consideration of the sum of

TEN AND NO/100 (\$10.00) AND OTHER GOOD & VALUABLE CONSIDERATIONS ----- Dollars,  
in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, he

granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part as tenants in common, for and during their joint lives, and, upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot Number 135 of the 3rd Land District of White County, Georgia, as shown on a plat of survey prepared by Henry Grady Jarrard, R. S., under date of July 11, 1978, recorded in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 12, Page 185, containing 8.85 acres, more or less, to which said plat and the record thereof reference is hereby made for a more particular description.

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 40.00  
Date Oct 9, 1986  
Carmel Jarrard  
Clerk of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the said parties of the second part, as hereinabove provided, against the claims of all persons whomsoever.

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

Signed, sealed and delivered in presence of:

*Carol A. Stalling*  
Witness  
*Franklin D. Frankum*  
Notary Public  
Clarke County, Ga. 4-30-84

*Tony Tipton* (Seal)  
Tony Tipton (Seal)  
(Seal)

**WARRANTY DEED**  
(For Life With Remainder to Survivor)

FROM \_\_\_\_\_ TO \_\_\_\_\_

GEORGIA, White County.  
Clerk's Office, Superior Court.

Filed for Record 9 day of October, 1984  
at 1:30 P.M. and Recorded in Deed Book 37 Folio 296-97  
*Franklin D. Frankum* Clerk

ADAMS, ELLARD & FRANKUM, P. C.  
P. O. BOX 82  
CLARKESVILLE, GEORGIA 30523

297

18-339

~~JOHN SMITH~~  
~~ERIK POOLE~~  
~~LEWELL POOLE~~  
MAP  
059 011

FILED & RECORDED  
DATE: 9/25/2018  
TIME: 11:55AM  
DEED BOOK: 1691  
PAGES: 234-235  
PT-61: 1542018001937  
FILING FEES: \$12.00  
TRANSFER TAX: \$199.90  
Dena M Adams, C.S.C.  
White County, GA



Return Recorded Document to:  
The Law Office of Chad Knott, LLC  
670 East Kyle Street  
Cleveland, Georgia 30528

**JOINT TENANCY WITH SURVIVORSHIP  
LIMITED  
WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF WHITE

FILE #: 18-339

THIS INDENTURE made this 21st day of September, 2018, between John H Smith and Lorraine J Smith, of the County of White, and State of Georgia, as party or parties of the first part, hereinunder called Grantor, and Kirk Lowell Poole and Brenda Jean Poole, as joint tenants with survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, and being 1.00 acre, more or less, as shown on Plat of Survey prepared for Martha M. Lopez by Eddie Hood, County Surveyor, White County, Georgia, under date of 7/11/1985 and being of record in the Office of the Clerk of Superior Court, White County, Georgia in Plat Book 20, Page 195. Said Plat and the record thereof is incorporated herein by reference for a more complete description.

Subject to Private Road Agreement recorded in Deed Book 5-O, Pages 617-620, White County, Georgia Deed Records.

Subject to Covenants and Restrictions recorded in Deed Book 5-O, Pages 621-622, White County, Georgia Deed Records.

Subject to Amendment to Covenants and Restrictions recorded in Deed Book 5-U, Pages 687-688, White County, Georgia Deed Records.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

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

*[Handwritten signatures]*

EVANS  
M. + P  
059 012

2007 APR -6 AM 11:23  
BOOK 1179 PAGE 419  
DEBRA H. ADAMS, CLERK  
WHITE COUNTY, GA

Return Recorded Document to:  
The Law Office of Chad Knott  
670 East Kytte Street  
Cleveland, GA 30528

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 45.00  
Date 4-6-2007  
Debra H. Adams  
Clerk of Superior Court  
154-2007-000 808

JOINT TENANCY WITH SURVIVORSHIP  
WARRANTY DEED

STATE OF GEORGIA,  
COUNTY OF WHITE

File #: 07-066

This Indenture made this 30th day of March, 2007 between Peter M. Goda Sr., of the County of White, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Patrick E. Evans and Clarissa M. Evans, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land, together with improvements thereon, lying and being in Land Lot 122, of the 3rd District of White County, Georgia, and being 0.94 acres, more or less and 0.06 acres, more or less, as shown on a Plat of Survey prepared for Martha M. Lopez, by Eddie Hood, County Surveyor, under date of 7/11/1985, and being of record in the Office of the Clerk of Superior Court, White County, Georgia, and being recorded in Plat Book 20, Page 194. Said plat and the record thereof is incorporated herein by reference for a more complete description.

**THIS CONVEYANCE** is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

**THIS CONVEYANCE** is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

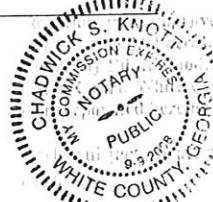
**AND THE SAID Grantor** will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

*Judith A. Huff*  
Witness  
*Chad Knott*  
Notary Public

*Peter M. Goda Sr.* (Seal)  
Peter M. Goda Sr.



005148

WARRANTY DEED

STATE OF GEORGIA, <sup>White</sup> MORGAN COUNTY;

This Indenture, Made the 30 day of July in the year of our Lord One Thousand

Nine Hundred and eighty-six between SHEILA J. JERNIGAN

of the County of Morgan and State of Georgia of the first part, and

J. CARROLL CLARK of the County of Morgan and State of Georgia of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of - TEN AND NO/100 (\$10.00) DOLLARS, AND OTHER GOOD AND VALUABLE CONSIDERATIONS - - ~~REMAINS~~ in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents, do es grant, bargain, sell, alien, convey, and confirm unto the said party of the second part, his heirs and assigns, all the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

W.M. County Clerk  
Filed 33-53  
Date 7-29-86  
C. J. [Signature]  
Clerk of Superior Ct.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members, appurtenances thereto appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs, executors, administrators and assigns, in fee simple; and that said party of the first part, the said bargained property above described unto the said party of the second part, his heirs, executors, administrators, and assigns, against the said party of the first part, her heirs, executors, administrators, and assigns, and against all and every other person or persons, shall and will, and does hereby warrant and forever defend by virtue of these presents.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and affixed her seal, and delivered these presents, the day and year first above written.

Signed, sealed and delivered in presence of us the day and year above written.

Alexander W. Johnson  
Unofficial Witness

[Notary Seal] Sheila J. Jernigan (SEAL)

Notary Public, Morgan County, GA  
My commission expires 6/30/89

PLEASE RETURN TO:  
CARL S. FREE  
ATTORNEY AT LAW  
P.O. BOX 884  
CLEVELAND, GA 30528  
FILE # 23-523

HATCHER LOT

eFiled & eRecorded  
DATE: 12/19/2023  
TIME: 2:14 PM  
DEED BOOK: 01914  
PAGE: 00722 - 00723  
RECORDING FEES: \$25.00  
TRANSFER TAX: \$0.00  
PARTICIPANT ID: 1491131756  
CLERK: Dena M. Adams  
White County, GA  
PT61: 154-2023-003104

**WARRANTY DEED  
JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR**

STATE OF GEORGIA  
COUNTY OF WHITE

THIS INDENTURE, made this 18 day of December in the year of our Lord Two Thousand Twenty-Three (2023), between **RUSSELL HATCHER**, Grantor, and **RUSSELL HATCHER** and **DONNA HATCHER** Grantees,

WITNESSETH, that the said Grantor, for and in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion; the following described real estate:

All that tract or parcel of land lying and being in **Land Lot 122** of the 3<sup>rd</sup> Land District of White County, Georgia, and consisting of 10.90 acres, more or less, as shown on a plat of survey prepared by J. Scott Stroud, G.R.L.S., under date of July 13, 2023, and recorded in Plat Book 2023, Page 129, Office of the Clerk of Superior Court of White County, Georgia. The description of said property shown on said plat of survey is incorporated herein by reference for a more complete description thereof.

Also conveyed is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen via the existing subdivision roads known as Yonah Mountain Road, Bald Eagle Road and Soaring Hawk Drive to the above described tract.

Subject to the agreement as to Roadways recorded in Deed Book 50, page 617, Office of the Clerk of Superior Court of White County, Georgia.

Subject to Protective Covenants recorded in Deed Book 50, Page 621, and any amendments thereto affecting the above-described property; all in the Office of the Clerk of Superior Court of White County, Georgia.

eFiled & eRecorded  
DATE: 12/19/2023  
TIME: 2:14 PM  
DEED BOOK: 01914  
PAGE: 00723

Also conveyed to Grantees herein for themselves, their heirs and assigns, are the necessary rights of way for public utilities, which shall run along and within the existing 40-foot road easements of said existing subdivision roads to the above described tract.

Subject to restrictions, reservations, easements and rights of way of record, if any.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantees, their heirs and assigns, forever in fee simple.

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the Grantor has hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered  
in the presence of:

Wancy W. Truelove  
Witness

Russell Hatcher (SEAL)  
RUSSELL HATCHER, Grantor

Kim Campbell  
Notary Public  
My Commission Expires:



*The Law Office of Carl S. Free was retained for purposes of Deed Preparation Only.  
No Title Examination or Certification was rendered in conjunction with same.*



HATCHER

058C 068B

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 10.80  
Date 10-18-99  
Dena M. Adams  
Clerk of Superior Court

Carl S. Frec  
Attorney at Law  
P. O. Box 884  
226 W. Kyle Street  
Cleveland, Georgia 30528

99 OCT 18 PM 2:09  
BOOK 608 PAGE 493  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

### WARRANTY DEED

GEORGIA, WHITE COUNTY

THIS INDENTURE, Made the 15th day of October in the year of our Lord One Thousand Nine Hundred and Ninety-Nine between Sautee Land Management Corp., Grantor, and Russell L. Hatcher and Donna Hatcher, Grantees,

WITNESSETH, that the said Grantor, for and in consideration of TEN (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantees,

ALL THAT TRACT or parcel of land, lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at corner common to this property, property of Martha M. Lopez and property of Patenaude, said beginning iron pin being located North 71 degrees 53 minutes East 2320.20 feet from an iron pin at Original Land Lot Corner common to Land Lots Number 122, 123, 134, and 135, said District and County; thence along and with said property of Patenaude North 12 degrees 29 minutes West 114.43 feet to an iron pin at property, now or formerly, of Jady Copeland; thence along and with said property, now or formerly, of Jady Copeland the following two courses and distances; North 44 degrees 29 minutes East 248.42 feet to an iron pin; North 10 degrees 00 minutes West 40 feet to an iron pin at property of Dale Hoffman; thence along and with said property of Dale Hoffman North 10 degrees 00 minutes West 100 feet to an iron pin at property of Harvy Newman; thence along and with said property of Harvy Newman North 10 degrees 00 minutes West 120.05 feet to an iron pin at property of Loye Allen; thence along and with said property of Loye Allen the following two courses and distances; South 33 degrees 32 minutes East 221.54 feet to an iron pin; South 09 degrees 29 minutes East 550 feet to a point in the center of a 40-foot road easement thence along and with the center and meanderings of said 40-foot road easement South 29 degrees 55 minutes West 130 feet to a point at property of Martha M. Lopez; thence along and with said property of Lopez North 40 degrees 34 minutes West 388.03 feet to an iron pin at property of Patenaude and Beginning corner, containing 3 acres, all in accordance with Plat of Survey conducted by Eddie Hood, C.S., White County, Georgia, for Steve Anderson and Jane Malone, on August 25, 1986, and recorded in Plat Book 21, Page 271, in the office of the Clerk of Superior Court of White County, Georgia, said plat being incorporated herein by reference.

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

ALSO CONVEYED is the necessary right-of-ways for public utilities, which shall run along the within the existing 40-foot road easement.

NOTE: The above described property is conveyed subject to Protective Covenants imposed by instruments dated September 13, 1980, recorded in the office of the Clerk of Superior Court of White County, Georgia, in Deed Book 5-O, Page 621; and dated October 15, 1981, recorded in said office in Deed Book 5-U, Page 687.

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances unto the said Grantees, forever in FEE SIMPLE, and the said Grantor WARRANTS the title to same against the lawful claims of all persons whomsoever.

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the Grantor has hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered in the presence of

WITNESS  
NOTARY PUBLIC  
My Commission expires: 12/26/99

Sautee Land Management Corp., Grantor (SEAL)  
By: Gregory Ford, President (SEAL)

JOHN SMITH MHP 059 013

FILED & RECORDED  
DATE: 9/25/2018  
TIME: 11:55AM  
DEED BOOK: 1691  
PAGES: 257-258  
PT-61: 1542018001938  
FILING FEES: \$12.00  
TRANSFER TAX: \$275.00  
Dena M Adams, C.S.C.  
White County, GA



Return Recorded Document to:  
The Law Office of Chad Knott, LLC  
670 East Kyle Street  
Cleveland, Georgia 30528

**JOINT TENANCY WITH SURVIVORSHIP  
LIMITED  
WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF WHITE

FILE #: 18-311

THIS INDENTURE made this 21st day of September, 2018, between Roland H. Jaeh and Yoko I. Jaeh, of the County of HALL, and State of Georgia, as party or parties of the first part, hereinunder called Grantor, and **John H. Smith and Lorraine J. Smith**, as joint tenants with survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being in Land Lot Number 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGINNING in the center of a 40-foot road easement at a point located North 79 degrees 18 minutes East 2525.96 feet from an iron pin at Original Land Lot Corner common to Land Lots Number 122, 123, 134 and 135, said District and County; thence along and with the line running between this property and property of Loye Allen the following courses and distances: North 69 degrees 10 minutes East 400 feet to an iron pin; North 56 degrees 45 minutes East 260 feet to an iron pin; South 00 degrees 00 minutes West 30 feet to an iron pin; South 43 degrees 26 minutes West 403.65 feet to an iron pin; South 41 degrees 00 minutes West 420 feet to a point in the center of a 40-foot road easement; thence along and with the center and meanderings of said 40-foot road easement the following courses and distance: North 61 degrees 30 minutes West 104.72 feet to a point; North 73 degrees 01 minute West 15.17 feet to a point; North 73 degrees 01 minute West 35.27 feet to a point where said 40-foot road easement is intersected by the center of another 40-foot road easement; thence along and with the center and meanderings of said other 40-foot road easement the following courses and distances: North 10 degrees 46 minutes East 134.09 feet to a point; North 22 degrees 15 minutes East 93.94 feet to a point; North 29 degrees 55 minutes East 34.06 feet to a point; North 29 degrees 55 minutes East 48.94 feet to a point in the center of said 40-foot road easement and Beginning Corner, containing 3.00 acres, all in accordance with Plat of Survey conducted by Eddie Hood, County, Surveyor, White County, Georgia, for W.M. Victor or Joan E. Forbes, on August 8, 1985, and recorded in Plat Book 20, Page 223, Office of Clerk, Superior Court, White County, Georgia.

*[Handwritten signatures]*

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office.

ALSO SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-622, said Clerk's Office, and Amendments thereto dated October 29, 1981, recorded in Deed Book 5-U, pages 687-688, said Clerk's Office.

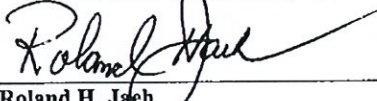
ALSO CONVEYED to Grantees herein, for themselves, their heirs and assigns, are the necessary rights-of-ways for public utilities, which shall run along and within the existing 40-foot Road Easement.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

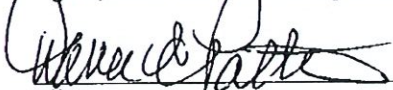
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

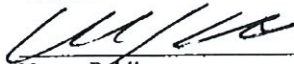
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

  
\_\_\_\_\_  
Roland H. Jaeh (SEAL)

  
\_\_\_\_\_  
Yoko I. Jaeh (SEAL)

Signed, sealed and delivered in presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public



TIM GANLEY  
MAP  
059 014

eFiled & eRecorded  
DATE: 12/15/2023  
TIME: 11:51 AM  
DEED BOOK: 01914  
PAGE: 00321 - 00322  
RECORDING FEES: \$25.00  
TRANSFER TAX: \$32.00  
PARTICIPANT ID: 0667578635  
CLERK: Dena M. Adams  
White County, GA  
PT61: 154-2023-003067

RETURN TO: 2023110004  
ADAMS, ELLARD & FRANKUM, P.C.  
P. O. BOX 82  
CLARKESVILLE, GA 30523  
706-754-2171

**LIMITED WARRANTY DEED WITH RIGHT OF SURVIVORSHIP**

**STATE OF GEORGIA,**

**COUNTY OF HABERSHAM.**

**THIS INDENTURE**, made this 15<sup>th</sup> day of December in the Year of Our Lord Two Thousand and Twenty-Three between **VASILIKI BINGA** of the State of Georgia and County of Habersham of the first part, and **TIMOTHY GANLEY and KAREN E. GANLEY** of the State of Georgia and County of White of the second part,

**WITNESSETH**, That the said party(ies) of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and Other Good and Valuable Considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has(ve) granted, bargained, sold, and conveyed, and by these presents do(es) grant, bargain, sell, and convey unto the said parties of the second part their heirs and assigns, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, containing 8.00 acres, more or less, as shown on a plat of survey prepared for Vasiliki Binga by Eddie Hood, R.S., under date of March 25, 2016, a copy of said plat being of record in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 68, Page 179, to which said plat and the record thereof reference is hereby made for a more complete description.

**TO HAVE AND HOLD** said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

eFiled & eRecorded  
DATE: 12/15/2023  
TIME: 11:51 AM  
DEED BOOK: 01914  
PAGE: 00322

AND THE SAID party(ies) of the first part, for his/her/their heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said parties of the second part, their heirs and assigns, against all persons claiming by, through or under party(ies) of the first part, but not otherwise.

IN WITNESS WHEREOF, the said party(ies) of the first part has(ve) hereunto set his/her/their hand and affixed his/her/their seal.

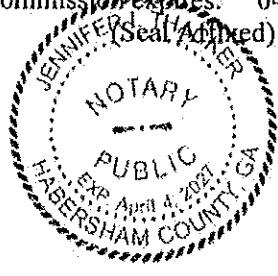
Signed, sealed and delivered in the presence of:

*[Handwritten Signature]*  
\_\_\_\_\_  
Witness

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

*[Handwritten Signature]*  
\_\_\_\_\_  
VASILIKI BINGA (SEAL)

My commission expires: 04/04/2027



WARRANTY DEED  
(Joint Tenancy)

278

STATE OF GEORGIA  
COUNTY OF WHITE

018271

THIS INDENTURE, made this 4th day of November in the Year of Our Lord One Thousand Nine Hundred and Eighty-Seven between

ROY E. BROGDON, JR. ("Grantor") of the State of Georgia and County of White, and LYNWOOD T. JOHNSON, JR. and ELIZABETH A. JOHNSON ("Grantees") of the State of Florida and County of Pasco

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations

\_\_\_\_\_ BELIEVING in hand paid; at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantees, as joint tenants with right of survivorship as defined and created by Ga. Laws 1976, p. 1438 and 1439 (O.C.G.A. Section 44-6-190), the heirs, executors and assigns of the survivor, the following described property, to-wit: All that tract or parcel of land lying and being in Land Lot Number 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows: BEGINNING in the center of a 40-foot road easement at a point located North 87 degrees 25 minutes East 2522.86 feet from an iron pin at corner common to Land Lots Number 122, 123, 134 and 135, said District and County; thence along and with the line running between this property and property of Forbes the following two courses and distances: North 41 degrees 00 minutes East 420 feet to an iron pin; North 43 degrees 26 minutes East 403.65 feet to an iron pin at property of Loye Allen; thence along and with said property of Loye Allen South 21 degrees 48 minutes 59 seconds West 881.2 feet to a point in the center of a 40-foot road easement; thence along and with the center and meanderings of said 40-foot road easement the following courses and distances: North 81 degrees 01 minute West 35.70 feet to a point; North 51 degrees 14 minutes West 56.76 feet to a point; North 33 degrees 20 minutes West 32.12 feet to a point; North 25 degrees 38 minutes West 38.21 feet to a point; North 25 degrees 38 minutes West 67.27 feet to a point; North 61 degrees 30 minutes West 94.19 feet to a point at property of Forbes and Beginning Corner, containing 3 acres, all in accordance with Plat of Survey conducted by Eddie Hood, County Surveyor, White County, Georgia, for Lynwood T. Johnson, Jr. and Elizabeth A. Johnson, on July 7, 1987, and recorded in Plat Book 23, page 92, Office of Clerk, Superior Court, White County, Georgia.

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed. SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office. ALSO SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-622, said Clerk's Office, and Amendments thereto dated October 29, 1981, recorded in Deed Book 5-U, pages 687-688, said Clerk's Office. ALSO CONVEYED to Grantees herein, for themselves, their heirs and assigns, are the necessary rights-of-ways for public utilities, which shall run along and within the existing 40-foot road easement.

12.00  
1175-07  
Clerk of Superior Court

JEFF DALRYMPLE (NEW)

FILED & RECORDED  
DATE: 8/4/2015  
TIME: 11:19AM  
DEED BOOK: 1572  
PAGE: 269-270  
FILING FEES: 12.00  
PT61: 1542015001495  
TRANSFER TAX: 300.00  
Dena Adams, C.S.C.  
White County, GA



STATE OF GEORGIA  
COUNTY OF WHITE

### WARRANTY DEED

THIS INDENTURE, Made this 31 day of **July**, in the Year of Our Lord Two Thousand Fifteen (2015)  
between,

**Charles W. Franklin Jr., and Jacquelyn M. Franklin,**

as party of the first part, hereinafter called Grantor, and

**Jeffrey Dalrymple,**

as party of the second part, hereinafter called Grantee (the words Grantor and Grantee to include their respective heirs, successors and assigns where the context requires or permits:

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

**See Exhibit A, attached hereto and incorporated herein by reference for a full and complete description thereof.**

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

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

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

Signed this day of July 31, 2015 in the  
Presence of:

Unofficial Witness

Charles W. Franklin (Seal)

Notary Public  
Notary Public (My Commission Expires): 11-9-19  
White County, GA

Jacquelyn M. Franklin (Seal)

## Exhibit "A"

All that tract or parcel of land lying and being in **Land Lot 122 of the 3<sup>rd</sup> Land District of White County, Georgia**, containing **6.15 acres**, more or less, as shown on Plat of Survey recorded in the White County, Georgia records in **Plat Book 47, Page 16**, reference to said plat is being made for a more full and complete description.

**Also conveyed** is the unobstructed nonexclusive right of ingress and egress along the roadways extending from the public road to the above described property.

**Subject to** existing restrictions, easements and rights of way for public roads and highways and public utilities, if any, extending into, through, over, or across the above described property.



JERF (OLD)

382

DAIRYMPL

WARRANTY DEED (Joint Tenancy)  
STATE OF GEORGIA

96 DEC 26 PM 4: 36

RETURN TO:  
K. GRANT KEEHE  
ATTORNEY AT LAW  
23 SOUTH MAIN STREET  
P.O. BOX 248  
LAVELAND, GEORGIA 30528  
706-666-2819

COUNTY OF WHITE

BOOK 479 PAGE 382  
CAROL JACKSON, CLERK  
WHITE COUNTY, GA

THIS INDENTURE, made this 20th day of December, 1996, Our Lord One Thousand  
Nine Hundred and Ninety-Six ----- between

PAUL EDWARD DORSEY, a/k/a Paul Ed Dorsey

of the County of Escambia and State of Florida of the first part, and

DWIGHT ANTHONY GRAMMER, a/k/a Dwight A. Grammer, and BETTY A. GRAMMER

of the County of Lumpkin and State of Georgia of the second part.

WITNESSETH: That said party of the first part for and in consideration of the sum of  
--Ten Dollars and Other Valuable Considerations--

in and paid, at and before the sealing and delivery of these presents, the receipt of  
which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these  
presents does grant, bargain, sell and convey unto the said parties of the second part  
as joint tenants with right of survivorship as defined and created by Georgia Laws  
1976, pages 1438-1439 (O.C.G.A. Section 44-6-190), the heirs, executors and assigns of  
the survivor, all the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot Number 122 of the 3rd Land  
District of White County, Georgia, and being more particularly described as follows:

BEGINNING at a concrete marker at Original Land Lot Corner common to Land Lots  
Number 121, 122, 135 and 136, said District and County; thence North 79 degrees 48  
minutes 39 seconds West 527.82 feet to an iron pin at property, now or formerly, of  
Tipton; thence along and with said property of Tipton the following two courses and  
distances: North 14 degrees 24 minutes 31 seconds East to an iron pin; North 63 degrees  
04 minutes 40 seconds West 210.46 feet to an iron pin at property, now or formerly, of  
Harvey Newman; thence along and with said property of Newman the following three  
courses and distances: North 44 degrees 32 minutes 09 seconds East 169.62 feet to an  
iron pin; North 57 degrees 04 minutes West 32.07 feet to an iron pin; North 50 degrees  
40 minutes East 60.26 feet to a point in the center of a road easement; thence along  
and with the centerline of said road easement the following three courses and  
distances: South 33 degrees 20 minutes East 32.12 feet to a point; South 51 degrees 14  
minutes East 56.76 feet to a point; South 81 degrees 01 minutes 35.70 feet to a point;  
thence leaving the centerline of said road easement North 21 degrees 48 minutes 59  
seconds East 110.30 feet to an iron pin at property, now or formerly, of Brogdon;  
thence along and with said property of Brogdon, the following courses and distances:  
South 90 degrees 00 minutes East 400.17 feet to an iron pin; South 00 degrees 48  
minutes West 546.76 feet to a concrete marker at Original Land Lot Corner common to  
Land Lots Number 121, 122, 135 and 136, said District and County, and the Point of  
Beginning, containing 6.15 acres, more or less, all in accordance with Plat of Survey  
dated November 20, 1991, prepared for Keith Alexander by Eddie Hood, County Surveyor,  
White County, Georgia, recorded in Plat Book 29, page 294, Office of Clerk, Superior  
Court, White County, Georgia.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the  
rights, members and appurtenances thereof, to the same being, belonging, or in anywise  
appertaining, to the only proper use, benefit and behoof of the said parties of the  
second part (the Grantees), as joint tenants with the right of survivorship as defined  
above, the heirs, executors and assigns of the survivor, forever, in Fee Simple.

AND SUBJECT TO the title matters expressly set forth hereinabove, if any, said  
party of the first part (the Grantor) will warrant and forever defend the right and title  
to the above described property, against the claims of all persons whomsoever.

With regard to the party of the first part (the Grantor) where the same is more  
appropriate herein, the singular denotes the plural in number and the masculine denotes  
the feminine and neuter in gender.

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

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
WITNESS

*[Signature]*  
NOTARY PUBLIC  
(SEAL)  
Notary Public, White County, Georgia  
My Commission Expires Aug. 25, 1997.

15-50  
12-20-96

*[Signature]* (Seal)  
PAUL EDWARD DORSEY a/k/a  
Paul Ed Dorsey

2000 APR 27 PM 2: 16

**AFTER RECORDATION RETURN TO:**  
Wofford & Associates  
26 Perimeter Center East #2660  
Atlanta, GA 30343  
Attn: Post Closing

BOOK 633 PAGE 207-208  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 0  
Date 4-27-2000  
Dena M Adams  
Clerk of Superior Court

GRAMMER-00W01041

### QUITCLAIM DEED

STATE OF GEORGIA  
COUNTY OF FULTON

**THIS INDENTURE**, Made the 17th day of April, in the year Two thousand , between **BETTY A. GRAMMER**, of the County of **WHITE**, and the State of **GEORGIA**, as party or parties of the first part, hereinafter called Grantor, and **DWIGHT A. GRAMMER AND BETTY A. GRAMMER** of the county of **WHITE**, and the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT NUMBER 122 OF THE 3RD DISTRICT, WHITE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A CONCRETE MARKER AT ORIGINAL LAND LOT CORNER COMMON TO LAND LOTS NUMBER 121, 122, 135 AND 136, SAID DISTRICT AND COUNTY; THENCE NORTH 79 DEGREES 48 MINUTES 39 SECONDS WEST 527.82 FEET TO AN IRON PIN AT PROPERTY, NOW OR FORMERLY, OF TIPTON; THENCE ALONG WITH SAID PROPERTY OF TIPTON THE FOLLOWING TWO COURSES AND DISTANCES; NORTH 14 DEGREES 24 MINUTES 31 SECONDS EAST TO AN IRON PIN; NORTH 63 DEGREES 04 MINUTES 40 SECONDS WEST 210.46 FEET TO AN IRON PIN AT PROPERTY, NOW OR FORMERLY OF HARVEY NEWMAN; THENCE ALONG AND WITH SAID PROPERTY OF NEWMAN THE FOLLOWING THREE COURSES AND DISTANCES; NORTH 44 DEGREES 32 MINUTES 09 SECONDS EAST 169.62 FEET TO AN IRON PIN; NORTH 57 DEGREES 04 MINUTES WEST 32.07 FEET TO AN IRON PIN; NORTH 50 DEGREES 40 MINUTES EAST 60.26 FEET TO A POINT IN THE CENTER OF A ROAD EASEMENT; THENCE ALONG AND WITH THE CENTERLINE OF SAID ROAD EASEMENT THE FOLLOWING THREE COURSES AND DISTANCES; SOUTH 33 DEGREES 20 MINUTES EAST 32.12 FEET TO A POINT; SOUTH 51 DEGREES 34 MINUTES EAST 56.76 FEET TO A POINT; SOUTH 51 DEGREES 01 MINUTES 35.70 FEET TO A POINT; THENCE LEAVING THE CENTERLINE OF SAID ROAD EASEMENT NORTH 21 DEGREES 48 MINUTES 59 SECONDS EAST 110.30 FEET TO AN IRON PIN AT PROPERTY, NOW OR FORMERLY, OF BROGDON, THENCE ALONG AND WITH SAID PROPERTY OF BROGDON, THE FOLLOWING COURSES AND DISTANCES, SOUTH 90 DEGREES 00 MINUTES EAST 400.17 FEET TO AN IRON PIN; SOUTH 00 DEGREES 48 MINUTES WEST 546.76 FEET TO A CONCRETE MARKER AT ORIGINAL LAND LOT CORNER COMMON TO LAND LOTS NUMBER 121, 122, 135 AND 136. SAID DISTRICT AND COUNTY, AND THE POINT OF BEGINNING, CONTAINING 6.15 ACRES, MORE OR LESS, ALL IN ACCORDANCE WITH PLAT OF SURVEY DATED NOVEMBER 20, 1991 PREPARED FOR KEITH ALEXANDER BY EDDIE ROAD, COUNTY SURVEYOR, WHITE COUNTY, GEORGIA, RECORDED IN PLAT BOOK 29, PAGE 294, OFFICE OF CLERK, SUPERIOR COURT, WHITE COUNTY, GEORGIA.**

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

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

Signed, sealed and delivered in the presence of:

*Betty A. Grammer* (Seal)  
BETTY A. GRAMMER

*Danielle Williamson*  
(Unofficial witness)

\_\_\_\_\_ (Seal)

*[Signature]*  
(Notary Public)

\_\_\_\_\_ (Seal)

WSD 4/17/08



White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 172.50  
Date 12-8-2003  
Dena M. Adams  
Clerk of Superior Court

2003 DEC -8 PM 1:46  
BOOK 905 PAGE 446-447  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

Please Return to:

~~McCallister, Brown, Pritchett, Cobb, Nichols & Clark  
Building 400, Suite 1450  
1000 Abernathy Road  
Atlanta, GA 30328~~

Amy Brown Harbst  
Attorney at Law  
P.O. Box 236  
Cleveland GA 30528

Purchaser: David T. Huey and Peggy J. Huey  
Property: 456 Bald Eagle Path, Cleveland, GA 30528

**SPECIAL WARRANTY DEED**

**STATE OF GA  
COUNTY OF**

THIS INDENTURE, made this 24<sup>th</sup> day of November, 2003, in the year of our Lord Two Thousand and Three, between Option One Mortgage Corporation as attorney in fact for Wells Fargo Bank Minnesota, N.A., as Trustee, without recourse as party of the first part; and David T. Huey and Peggy J. Huey as party of the second part.

WITNESSETH; that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, and assigns:

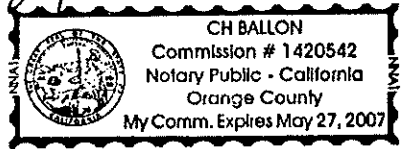
All that tract or parcel of land lying and being in Land Lot 122 of the 3rd Land District, White County, Georgia, containing 6.15 acres, more or less, all in accordance with plat of survey dated August 29, 1999, prepared for Betty Ann Grammer by Eddie Hood, County Surveyor, White County, Georgia, recorded in Plat Book 47, Page 16, Office of Clerk of Superior Court, White County, Georgia.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the only proper use, benefit and behoof of the said party of the second part, and assigns, forever, IN FEE SIMPLE.

And the said party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said party of the second part, and assigns, against the lawful claims of all persons claiming by, through or under the party of the first part, but not otherwise.

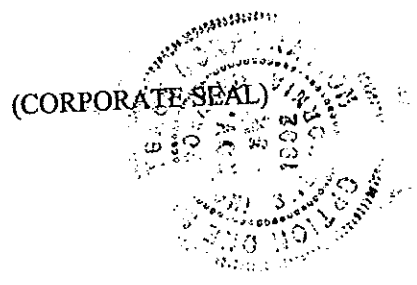
IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and affixed its seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:  
Diana Myles Diana Myles  
Witness  
[Signature]  
Notary Public



Option One Mortgage Corporation as attorney  
in fact for Wells Fargo Bank Minnesota, N.A.,  
as Trustee, without recourse

By: [Signature]  
Name:  
Title: **DEBORAH J. WATSON, ASSISTANT SECRETARY**  
By: \_\_\_\_\_  
Name:  
Title:



TIM DEBEY  
M+P  
059 005

2011 FEB 16 AM 10:55  
BOOK 1391 PAGE 220-221  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

Return Recorded Document to:  
J. BRISTOW ANDERSON, P.C.  
624 HOLCOMB BRIDGE ROAD, SUITE 22  
ROSWELL, GA 30076  
Roswell, Georgia 30076

White County, Georgia  
Dena M. Adams, Superior Court Clerk  
Date 2-16-2011  
RE TRANSFER TAX \$ 137.50  
No 134-2011-000280  
INTANGIBLE TAX \$ -  
X-REF REQUESTED # -

**WARRANTY DEED**

STATE OF FLORIDA  
COUNTY OF Volusia

File #: A14442

This Indenture made this 10th day of February, 2011, between **LAURIE A. SERRAO nka LAURIE CARPIONE**, of the County of Volusia, State of FLORIDA, as party or parties of the first part, hereinafter called Grantor, and **TIMOTHY E. DEBEY**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

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

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

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

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature: Laurie A. Serrao nka Laurie Carpione] (Seal)  
LAURIE A. SERRAO nka LAURIE CARPIONE

[Signature]  
Notary Public

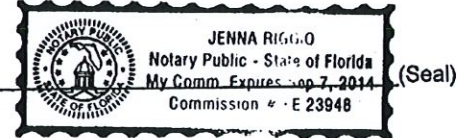


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 122, 3rd District, White County, Georgia, and being all of Tract "A", comprised of 2.10 acres, according to the plat prepared for Roy E. Brogdon, Sr. and Ramona M. Brogdon, by Eddie Hood, White County Surveyor, dated August 20, 1998, said plat of survey recorded in Deed Book 562, Page 379, White County, Georgia Records, said plat is incorporated herein by reference for a more complete description, and which tract is more fully and completely described according to said Hood Plat of Survey as follows:

In order to locate the Point of Beginning, commence at the Southwesterly Land Lot corner of the above referenced Land Lot 122; thence North 41 degrees 31 minutes East 1691.57 feet to a point at the center line of a branch; thence along the center line of said branch following courses and distances; South 70 degrees 38 minutes East 31.87 feet to a point; thence South 47 degrees 30 minutes East 55 feet to a point; thence South 38 degrees 05 minutes East 97.68 feet to a point; thence South 0 degrees 45 minutes East 32.46 feet to the Point of Beginning; thence North 86 degrees 00 minutes 04 seconds East 548.36 feet to a point along the centerline of the right-of-way of Soaring Hawk Trail (40 foot right-of-way); thence along said centerline South 1 degree 42 minutes East 155.78 feet to a point; thence departing from said centerline South 82 degrees 36 minutes West 30.79 feet to an iron pin found; thence South 82 degrees 05 minutes West 466.04 feet to an iron pin found along the centerline of a branch; thence along the centerline of said branch the following courses and distances: North 22 degrees 11 minutes West 156.20 feet to a point; thence North 0 degrees 45 minutes West 41 feet to the Point of Beginning; being the same property conveyed to Laurie A. Serrao by warranty deed recorded in Deed Book 1286, Page 445, White County, Georgia Records.

Also conveyed is the unobstructed and non-exclusive right of ingress and egress over property now or formerly of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

Subject to Shared Well Agreement recorded in Deed Book 562, Page 378, White County, Georgia Records.

380

TIM OGD

(2)

98 NOV 20 PM 1:30  
BOOK 562 PAGE 380-382  
DEBRA H. ADAMS, CLERK  
WHITE COUNTY, GA

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 80.00  
Date 11-20-98  
Debra Adams  
Clerk of Superior Court

Richard R. Harste  
210 Washington Street  
Suite 208  
Gainesville, GA 30501  
FILE #9350

WARRANTY DEED

STATE OF GEORGIA )  
COUNTY OF HALL )

THIS INDENTURE, Made this 29th day of August, 1998, between ROY E. BROGDON AND RAMONA MARETT BROGDON Grantors and O'NEAL THOMPSON AND DEANA THOMPSON, Grantees,

W I T N E S S E T H:

That the said Grantor, for and in consideration of TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said Grantee the following described property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.



This conveyance is made subject to easements and restrictions of record affecting subject property.

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances unto the said Grantee, forever in **FREE SIMPLE**, and the said Grantor **WARRANTS** the title to same against the lawful claims of all persons whomsoever.

Whenever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered in the presence of:

Roy E. Brogdon Sr (SEAL)  
ROY E. BROGDON, SR.

Angie Edwards  
Unofficial Witness  
W. Williams  
Notary Public  
My Commission Expires: \_\_\_\_\_

Ramona M. Brogdon (SEAL)  
RAMONA MARRETT BROGDON



My Commission Expires  
JANUARY 12, 2002

## EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND, together with improvements thereon situate, lying and being in Land Lot 122 of the 3rd District, White County, Georgia and being all of Tract A comprising 2.10 acres as shown on a Plat prepared for Roy E. Brogdon, Sr. and Ramona M. Brogdon, by Eddie Hood, White County Surveyor, dated August 20, 1998, which Tract is more fully and completely described according to said Hood Plat of Survey as follows:

In order to locate the POINT OF BEGINNING, commence at the Southwesterly Land Lot corner of the above-referenced Land Lot 122; thence North 41 degrees 31 minutes East 1691.57 feet to a point at the centerline of a branch; thence along the centerline of said branch the following courses and distances: South 70 degrees 38 minutes East 31.87 feet to a point; thence South 47 degrees 30 minutes East 55 feet to a point; thence South 38 degrees 05 minutes East 97.68 feet to a point; thence South 0 degree 45 minutes East 32.46 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING, thence North 86 degrees 00 minutes 04 seconds 548.36 feet to a point along the centerline of the right-of-way of Soaring Hawk Trail (40-foot right-of-way); thence along said centerline South 1 degree 42 minutes East 155.79 feet to a point; thence departing from said centerline South 82 degrees 36 minutes West 30.79 feet to an iron pin found; thence South 82 degrees 05 minutes West 466.04 feet to an iron pin found along the centerline of a branch; thence along the centerline of said branch the following courses and distances: North 22 degrees 11 minutes West 156.20 feet to a point; thence North 0 degree 45 minutes West 41 feet to the POINT OF BEGINNING.

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.



ENGINE HENRY J. ASSOCIATES  
2000 GARDNER SQUARE  
CLEVELAND, OH 44122  
PHONE (706) 865-1876  
FAC (706) 865-7300

JOB NO. 98-248

THE FIELD DATA UPON WHICH THIS MAP IS BASED  
AND ALL MEASUREMENTS OF DISTANCE, AREA, PERCENTAGE  
AND WAS ADVISED BY THE FIELD DATA.

L.L.123  
L.L.134  
L.L.135  
L.L.122

# MAP PREPARED FOR ROY E. BROGDON SR. AND RAMONA M. BROGDON

LAND LOT 122 3rd DISTRICT  
WHITE COUNTY, GEORGIA  
DATE: 08-20-98 SCALE: 1" = 60'

B/S 8/148  
GRAPHIC SCALE  
0 30 60 90 120 150

EQUIPMENT USED - TOPCON GPS-30 TOTAL STATION  
THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLASSIC AND  
IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN DISTANCE

PROPERTY ADDRESS  
57 SOARING HAWK TRAIL  
CLEVELAND, OH 44122

TRACT A  
2.10 ACRES

TRACT B  
2.16 ACRES

THIS PLAN WAS FOR LOTS ALDIN & SAND CONVEY  
DATED 10-22-91 BY RALPH JOHNSON & ASSOC.

MAGNETIC MERIDIAN

SOARING HAWK TRAIL

SCOTT FUTRELL

0586 065

FILED & RECORDED  
DATE: 12/29/2015  
TIME: 03:21PM  
DEED BOOK: 1586  
PAGE: 65  
FILING FEES: 10.00  
PT61: 1542015002685  
TRANSFER TAX: 0.00  
Dana Adams, C.S.C.  
White County, GA



Return Recorded Document to:  
The Law Office of Chad Knott, LLC  
670 E. Kytle Street  
Cleveland, GA 30528

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF WHITE

File #: 15-373

This Indenture made this 22<sup>nd</sup> day of December, 2015 between Edward Scott Futrell a/k/a Edward Scott Futrell, Jr. and Melanie E. Futrell a/k/a Melanie Elaine Futrell, of the County of White, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Edward Scott Futrell, Jr. and Melanie Elaine Futrell, as Trustees of the Futrell Family Revocable Trust dated December 22<sup>nd</sup>, 2015, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

All that tract or parcel of land together with improvements thereon, lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, containing 2.02 acres, more or less, all in accordance with Plat of Survey, dated February 10, 1984, prepared for Larry Caudell, by Eddie Hood, County Surveyor, White County, Georgia, recorded in Plat Book 17, Page 307, Office of the Clerk of Superior Court, White County, Georgia. Reference is hereby made to said Plat of Survey and the record thereof for a more complete description of said property.

Also conveyed is the unobstructed and non-exclusive right of ingress and egress over property now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

Subject to Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-U, Pages 687-688, said Clerk's Office.

Also Subject to Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-O, Pages 621-622, said Clerk's Office, and Amendment thereto dated October 29, 1981, recorded in Deed Book 5-U, Pages 687-688, said Clerk's Office.

Also conveyed to Grantees herein, for themselves, their heirs and assigns, are the necessary rights of way for public utilities, which shall run along and within the existing 40 foot road easement.

This Deed is given subject to all easements and restrictions of record, if any.

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

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

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

Signed, sealed and delivered in the presence of:

*Karen Chaney*  
Witness  
*[Signature]*  
Notary Public



*[Signature]* (Seal)  
Edward Scott Futrell

*[Signature]* (Seal)  
Melanie E. Futrell

\*This Deed was prepared at the request of the Grantor without the benefit of a title examination.

WORKMAN  
0586 045

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 8-2006  
Date 1-4-2006  
Denise M. Adams  
Clerk of Superior Court  
154-2006-00011

2005 JAN -4 AM 10: 59  
BOOK 1077 PAGE 537  
DENISE M. ADAMS, CLERK  
WHITE COUNTY, GA

Return Recorded Document to:  
MARTIN W. WELCH  
603 HELEN HWY.  
CLEVELAND, GEORGIA 30528

JOINT TENANCY WITH SURVIVORSHIP  
WARRANTY DEED

STATE OF GEORGIA,  
COUNTY OF WHITE

File #: DEC05-1

This Indenture made this 28<sup>th</sup> day of December, 2005 between DENISE M. WORKMAN, of the County of White, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and DENISE M. WORKMAN and MARK D. WORKMAN, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, consisting of 8.00 acres, all in accordance with a Plat of Survey entitled Harry B. and Nan Maddox, Jr., dated September 19, 1986, conducted by Eddie Hood, County Surveyor, recorded in Plat Book 22, Page 6 of the White County, Georgia deed records. Reference to said plat and the description contained therein being incorporated herein by reference for a full and complete description thereof. ALSO CONVEYED is the unobstructed and nonexclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed. SUBJECT TO Agreement as to roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, Pages 617-620, said Clerk's Office. ALSO SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, Pages 621-622, said Clerk's Office, and Amendments thereto dated October 29, 1981, recorded in Deed Book 5-0, Pages 687-688, said Clerk's Office. ALSO CONVEYED to Grantees herein, for themselves, their heirs and assigns, are the necessary rights of ways for public utilities, which shall run along and within the existing 40 foot road easement.

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restrictions of record affecting said bargained premises.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

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

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

Signed, sealed and delivered in the presence of:

Denise M. Workman  
Witness

Martin W. Welch  
Notary Public  
OFFICIAL SEAL  
Notary Public, State of Georgia  
County of White  
Martin W. Welch  
My Commission Expires 03-18-2006

Denise M. Workman (Seal)  
DENISE M. WORKMAN

WORKMAN  
COLD

WARRANTY DEED  
(Joint Tenancy)

005889

STATE OF GEORGIA

COUNTY OF WHITE

THIS INDENTURE, made this 23rd day of September in the Year of Our Lord One Thousand Nine Hundred and Eighty-Six between

ROY E. BROGDON, JR. ("Grantor") of the

State of Georgia and County of White, and

HARRY B. MADDOX, JR. and NAN MADDOX ("Grantees") of the

State of Georgia and County of DeKalb

WITNESSETH; That the said Grantor, for and in consideration of the sum of \_\_\_\_\_

Ten Dollars and Other Valuable Considerations in hand

paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantees,

as joint tenants with right of survivorship as defined and created by Ga. Laws 1976, p. 1438 and 1439 (O.C.G.A. Section 44-6-190), the heirs, executors and assigns of the survivor, the following described property, to-wit: All that tract or parcel of land lying and being in Land Lot Number 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at corner common to this property, property, now or formerly of Lewis and property of Paula L. Osborne, said beginning iron pin being located North 28 degrees 34 minutes East 1690.88 feet from an iron pin at Original Land Lot Corner common to Land Lots Number 122, 123, 134 and 135, said District and County; thence along and with said property, now or formerly, of Lewis North 16 degrees 33 minutes East 210 feet to an iron pin at property, now or formerly, of Denton; thence along and with said property, now or formerly, of Denton North 34 degrees 05 minutes East 420.11 feet to an iron pin at property, now or formerly, of Thomas Turner; thence along and with said property, now or formerly, of Thomas Turner North 49 degrees 32 minutes East 176.50 feet to an iron pin at property of Allen and Denton; thence along and with said property of Allen and Denton South 59 degrees 25 minutes East 488.87 feet to a point in the center of a 40-foot road easement; thence along and with the center and meanderings of said 40-foot road easement the following two courses and distances: South 00 degrees 09 minutes West 74.30 feet to a point; South 13 degrees 42 minutes East 199.71 feet to a point at property of Paula L. Osborne; thence along and with said property of Paula L. Osborne South 80 degrees 43 minutes West 909.38 feet to an iron pin at property, now or formerly, of Lewis and Beginning Corner, containing 8 acres, all in accordance with Plat of Survey conducted by Eddie Hood, County Surveyor, White County, Georgia, for Harry B. Maddox, Jr. and Nan Maddox, on September 19, 1986, and recorded in Plat Book 21, page 6, Office of Clerk, Superior Court, White County, Georgia.

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office.

ALSO SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-622, said Clerk's Office, and Amendments thereto dated October 29, 1981, recorded in Deed Book 5-U, pages 687-688, said Clerk's Office.

ALSO CONVEYED to Grantees herein, for themselves, their heirs and assigns, are the necessary rights-of-ways for public utilities, which shall run along and within the existing 40-foot Road Easement.

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 21.00  
Date 10-1-86  
Charles S. ...  
Clerk of Superior Court

2  
3

274

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the duly proper use, benefit and behoof of the Grantees, as joint tenants with the right of survivorship as defined above, the heirs, executors and assigns of the survivor, forever, in Fee Simple.

AND, SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above described tract or parcel of land unto the Grantees against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the Presence of:

David Jones  
Unofficial Witness

Roy E. Brogdon, Jr. (SEAL)

Carl Whinnick  
Notary Public

\_\_\_\_\_ (SEAL)

NO  
NOTARY  
PUBLIC  
AFFIX N. P. SEAL

Notary Public, Georgia State of Large  
My Commission Expires Aug. 3, 1988

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Date Executed: 9-23-86

<b>WARRANTY DEED</b> (Joint Tenancy)	<b>FROM</b> ROY E. BROGDON, JR.	<b>TO</b> HARRY B. MADDOX, JR. and NAN MADDOX	<b>GEORGIA</b> , <u>Wilkes</u> County. Clerk's Office, Superior Court. Filed for Record at <u>3:30</u> o'clock <u>P.M.</u> on <u>10-1</u> day of <u>October</u> , 19 <u>86</u> Recorded in Deed Book <u>36</u> Page <u>23274</u> Filed <u>10-1</u> 19 <u>86</u> <u>Charles Jackson</u> , Clerk	<b>KENNETH R. KEENE</b> Attorney At Law P. O. Box 246 Cleveland, Georgia 30626
---	------------------------------------	--	---	---

002800

Map

84

POMEROY

0586.046

QUITCLAIM DEED

STATE OF GEORGIA, WHITE COUNTY

86 JUN 17 AM 9:18  
463 PAGE 84-85  
CLERK

THIS INDENTURE, made this 6 day of May in the year one thousand nine hundred and ninety-six, between Tari Lynn Pomeroy and Bruce William Pomeroy of the County of \_\_\_\_\_, and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Thomas H. Pomeroy, of the County of \_\_\_\_\_, and State of Georgia as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

See Exhibit "A" attached hereto and incorporated herein by reference.

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

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

Signed, sealed and delivered in the presence of:

[Signature]  
(Witness)

[Signature] (Seal)  
Tari Lynn Pomeroy

[Signature]  
Notary Public  
My Com Exp 7-16-96

[Signature] (Seal)  
Bruce William Pomeroy

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ \_\_\_\_\_  
Date May 17 1996

RETURN TO:  
DON PERCIBON, ATTY  
P.O. BOX 8109  
CLEVELAND, GA 30523



## Exhibit A

All that tract or parcel of land lying and being in Land Lot Number 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

Beginning at an iron pin at Original Land Lot Corner common to Land Lots Number 122, 123, 134, and 135, said District and County; thence North 29 degrees 56 minutes 56 seconds East 2479.98 feet to an iron pin at property, now or formerly, of Turner and the True Point of Beginning; thence along and with said property of Turner the following courses and distances: North 49 degrees 32 minutes East 244.23 feet to an iron pin; North 55 degrees 47 minutes West 139.87 feet to an iron pin; North 62 degrees 13 minutes East 69.0 feet to an iron pin at property, now or formerly, of Loye Allen; thence along and with said property of Allen South 37 degrees 55 minutes 29 seconds East 542.92 feet to a point in the center of a 40-foot Road Easement; thence along and with the centerline of said Easement South 26 degrees 07 minutes West 100.0 feet to a point at property, now or formerly, of Harry B. & Nan Maddox, Jr.; thence along and with said property of Maddox North 59 degrees 25 minutes West 488.87 feet to an iron pin and the said True Point of Beginning, containing 2.00 acres, as shown on Plat of Survey conducted by Eddie Hood, County Surveyor, dated September 28, 1989, for Tom Pomeroy, recorded in Plat Book 24, page 324, Office of Clerk, Superior Court, White County, Georgia.

Also conveyed is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

Subject to Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office.

Also subject to Covenants and restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-622, said Clerk's Office, and Amendments thereto dated October 29, 1981, recorded in Deed Book 5-U, pages 687-688, said Clerk's office.

Also conveyed are the necessary rights-of-way for public utilities, which shall run along and within the existing 40-foot road easement.

POMEROY (OLD)  
WARRANTY DEED  
(Joint Tenancy)

8910872

STATE OF GEORGIA

COUNTY OF WHITE

THIS INDENTURE, made this 13th day of October in the Year of Our Lord One Thousand Nine Hundred and Eighty-Nine between ROY E. BROGDON, JR. ("Grantor") of the

State of Georgia and County of White, and THOMAS H. POMEROY, TARI LYNN POMEROY and BRUCE WILLIAM POMEROY ("Grantees") of the State of Georgia and County of Hall

WITNESSETH: That the said Grantor, for and in consideration of the sum of ----- Ten Dollars and Other Valuable Considerations ~~XXXXXXXXXX~~ in hand

paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantees, as joint tenants with right of survivorship as defined and created by Ga. Laws 1976, p. 1438 and 1439 (O.C.G.A. Section 44-6-190), the heirs, executors and assigns of the survivor, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot Number 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at Original Land Lot Corner common to Land Lots Number 122, 123, 134, and 135, said District and County; thence North 29 degrees 56 minutes 56 seconds East 2479.98 feet to an iron pin at property, now or formerly, of Turner and the TRUE POINT OF BEGINNING; thence along and with said property of Turner the following courses and distances: North 49 degrees 32 minutes East 244.23 feet to an iron pin; North 55 degrees 47 minutes West 139.87 feet to an iron pin; North 62 degrees 13 minutes East 69.0 feet to an iron pin at property, now or formerly, of Loye Allen; thence along and with said property of Allen South 37 degrees 55 minutes 29 seconds East 542.92 feet to a point in the center of a 40-foot Road Easement; thence along and with the centerline of said Easement South 26 degrees 07 minutes West 100.0 feet to a point at property, now or formerly, of Harry B. & Nan Maddox, Jr.; thence along and with said property of Maddox North 59 degrees 25 minutes West 488.87 feet to an iron pin and the said TRUE POINT OF BEGINNING, containing 2.00 acres, as shown on Plat of Survey conducted by Eddie Hood, County Surveyor, dated September 28, 1989, for Tom Pomeroy, recorded in Plat Book 24, page 324, Office of Clerk, Superior Court, White County, Georgia.

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office.

ALSO SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-622, said Clerk's Office, and Amendments thereto dated October 29, 1981, recorded in Deed Book 5-U, pages 687-688, said Clerk's Office.

ALSO CONVEYED are the necessary rights-of-way for public utilities, which shall run along and within the existing 40-foot road easement.

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 10.00  
Date 10-25-89  
Carrie Johnson  
Clerk of Superior Court

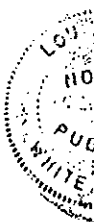
274018

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantees, as joint tenants with the right of survivorship as defined above, the heirs, executors and assigns of the survivor, forever, in Fee Simple.

AND, SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above described tract or parcel of land unto the Grantees against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the Presence of:



K. Grant Keene  
Unofficial Witness  
Thomas R. Keene  
Notary Public  
Notary Public, White County, Georgia  
My Commission Expires: Dec. 29, 1990  
(AFFIX N. P. SEAL)

Roy E. Brogdon, Jr. (SEAL)  
Roy E. BROGDON, JR. (SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

DATE EXECUTED: 10-13-89

<b>WARRANTY DEED</b> (Joint Tenancy)	<b>FROM</b> ROY E. BROGDON, JR.
<b>TO</b> THOMAS H. POMEROY, TARI LYNN POMEROY and BRUCE WILLIAM POMEROY	
GEORGIA, <u>White</u> County.	
Clerk's Office, Superior Court.	
Filed for Record at <u>11:55</u> o'clock <u>A.M.</u>	
<u>10-25</u> 19 <u>89</u>	
Recorded in Deed Book <u>230</u>	
Folio <u>273-274</u>	
<u>10-25</u> 19 <u>89</u>	
<u>Carol Johnson</u> Clerk	
K. GRANT KEENE KENNETH R. KEENE, RET. Attorney At Law P. O. Box 246 Cleveland, Georgia 30528	

Please return to Raymer Law Group, LLC - Post Closing  
5775-D Glenridge Drive, Suite 150  
Atlanta, GA 30328  
File # 15126917

BOBBY MOSS



059.067

FILED & RECORDED  
DATE: 1/19/2016  
TIME: 10:39AM  
DEED BOOK: 1587  
PAGE: 581-582  
FILING FEES: 12.00  
PT61:1542016000069  
TRANSFER TAX: 125.00  
Dena Adams, C.S.C.  
White County, GA



STATE OF GEORGIA

COUNTY OF GWINNETT

**LIMITED WARRANTY DEED**

THIS INDENTURE made this 14th day of January, 2016, between

**J. Wayne Norris,**

as party or parties of the first part, hereinafter called Grantor, and

**Robert Moss,**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

All that tract or parcel of land lying and being in Land Lot 122, 3rd District, White County, Georgia, containing 1.23 acres as shown on a Plat of Survey prepared for Linda and Magdalene Medoza, dated December 11, 1987, recorded in Plat Book 24, Page 133, White County, Georgia Records, which plat is hereby referred to and made a part of this description, being improved property known as 722 Yonah Mountain Road according to the present system of numbering property in White County, Georgia.

Subject to and together with all easements, restrictions and rights-of-way of record in White County, Georgia.

Subject to the Well Easement recorded in Deed Book 480, Page 12, White County, Georgia Records.

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

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

NEED PAGE TWO

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

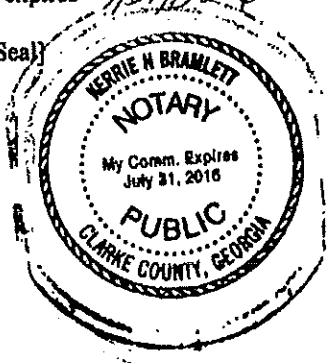
Signed, sealed and delivered in the presence of:

J. Wayne Norris (Seal)  
J. Wayne Norris

Marianna McCarthy  
Witness

Kevin Bramlett  
Notary Public  
My commission expires 7/31/2016

[Attach Notary Seal]



232

MOSS / OLD

WARRANTY DEED  
(Joint Tenancy)

885620

STATE OF GEORGIA

COUNTY OF WHITE

THIS INDENTURE, made this 13th day of May in the Year of Our Lord One Thousand Nine Hundred and Eighty-Eight between

ROY E. BROGDON, JR. ("Grantor") of the

State of Georgia and County of White, and

MAGDALENO MENDOZA and LINDA MENDOZA ("Grantees") of the

State of Georgia and County of DeKalb.

WITNESSETH: That the said Grantor, for and in consideration of the sum of -----

Ten Dollars and Other Valuable Considerations ----- ~~XXXXXXXXXX~~ in hand

paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantees, as joint tenants with right of survivorship as defined and created by Ga. Laws 1976, p. 1438 and 1439 (O.C.G.A. Section 44-6-190), the heirs, executors and assigns of the survivor, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lot Number 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin at the Southwest-most corner of this property and at property of Ralph E. Wolf, said iron pin being located South 58 degrees 48 minutes 49 seconds East 1060.18 feet from an iron pin at corner common to Land Lots Number 122, 123, 134 and 135, said District and County; thence North 31 degrees 59 minutes West 100.00 feet to an iron pin; thence North 31 degrees 59 minutes West 20.14 feet to a point in the center of Yonah Mountain Road; thence along and with the center and meanderings of said Yonah Mountain Road the following courses and distances: North 44 degrees 24 minutes East 137.30 feet to a point; North 63 degrees 14 minutes East 74.65 feet to a point; North 80 degrees 08 minutes East 31.82 feet to a point; South 78 degrees 49 minutes East 64.04 feet to a point; South 43 degrees 00 minutes East 42.64 feet to a point; South 10 degrees 27 minutes East 74.45 feet to a point; South 31 degrees 30 minutes East 61.65 feet to a point; and South 52 degrees 01 minute East 32.00 feet to a point at property of Loye Allen; thence leaving the center of said Yonah Mountain Road and with said property of Loye Allen the following three courses and distances: South 80 degrees 01 minute 29 seconds West 35.58 feet to an iron pin; South 79 degrees 24 minutes 03 seconds West 133.67 feet to an iron pin; and South 81 degrees 22 minutes 26 seconds West 128.29 feet to an iron pin and Beginning Corner, containing 1.23 acres, all in accordance with Plat of Survey conducted by Eddie Hood, County Surveyor, White County, Georgia, for Linda & Magololeno Mendoza on December 11, 1987, recorded in Plat Book 44, page 133, Office of Clerk, Superior Court, White County, Georgia.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, Pages 617-620, Office of Clerk, Superior Court, White County, Georgia.

ALSO SUBJECT TO the Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-622, said Clerk's Office.

ALSO CONVEYED are the necessary rights-of-ways for public utilities, which shall run along and within the existing 40-foot Road Easement.

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 52.00  
Date 5-13-88  
Carol Denton  
Clerk of Superior Court

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantees, as joint tenants with the right of survivorship as defined above, the heirs, executors and assigns of the survivor, forever, in Fee Simple.

AND, SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above described tract or parcel of land unto the Grantees against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the Presence of:

*John Welborn*  
 \_\_\_\_\_  
 Official Witness

*Debra Bowen*  
 \_\_\_\_\_  
 Notary Public

Notary Public, White County, Georgia  
 My Commission Expires Dec. 29, 1990

My Commission Expires: \_\_\_\_\_  
 (AFFIX HERE SEAL)

DATE EXECUTED: 5-13-88

*Roy E. Brogdon Jr.*  
 \_\_\_\_\_ (SEAL)  
 ROY E. BROGDON JR.  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

<b>WARRANTY DEED</b> (Joint Tenancy)	
FROM	ROY E. BROGDON, JR.
TO	MAGDALENO MENDOZA and LINDA MENDOZA
GEORGIA, ... County.	White County
Clerk's Office, Superior Court.	
Filed for Record at ... o'clock P. M.	6:30 1988
Recorded in Deed Book ...	139
Folio ...	232-33
Clerk	<i>Carle Johnson</i> 1988
K. GRANT KEENE KENNETH R. KEENE, RET. Attorney At Law P. O. Box 246 Cleveland, Georgia 30528	

22-273

LONNIE BOWEN  
059 066

FILED & RECORDED  
DATE: 7/22/2022  
TIME: 10:11AM  
DEED BOOK: 1865  
PAGES: 286-288  
FT-61: 1542022001756  
FILING FEES: \$25.00  
TRANSFER TAX: \$339.00  
Dena M Adams, C.S.C.  
White County, GA

Return Recorded Document to:  
The Law Office of Chad Knott, LLC,  
670 East Kyle Street  
Cleveland, Georgia 30528

**JOINT TENANCY WITH SURVIVORSHIP  
LIMITED  
WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF WHITE

FILE #: 22-273

THIS INDENTURE made this 29th day of June, 2022, between Kenneth G. Taylor, Trustee of the Michèle Taylor Revocable Trust dated May 4, 2020, of the County of Fulton and State of Georgia, and Elaine E. Taylor-Klaus, of the County of Fulton and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Lonnie F. Bowen and Gretchen M. Bowen, as joint tenants with survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, being Tract I on Plat of Survey entitled "Survey for Frank Griffin", prepared by London Land Surveying, Dated July 27, 2005, certified by A. Darin Cain, Georgia Registered Professional Land Surveyor No. 2719, recorded in Plat Book 59, Page 29, White County, Georgia Records, to which plat reference is made for a more detailed description.

This Deed is given subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

**[SIGNATURES TO FOLLOW ON THE FOLLOWING PAGES.]**

Page 1 of 3

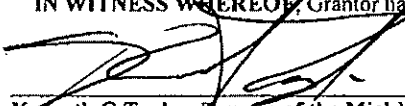
Survey for Frank Griffin, prepared by London Land Surveying, Dated July 27, 2005, certified by A. Darin Cain, Georgia Registered Professional Land Surveyor No. 2719, recorded in Plat Book 59, Page 29, White County, Georgia Records, to which plat reference is made for a more detailed description.

and restrictions, of record

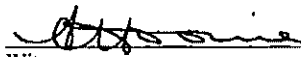



22-273

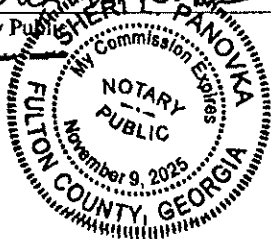
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

  
\_\_\_\_\_  
(SEAL)  
Kenneth G Taylor, Trustee of the Michèle Taylor  
Revocable Trust dated May 4, 2020  
\_\_\_\_\_

Signed, sealed and delivered in presence of:


  
\_\_\_\_\_  
Witness  
\_\_\_\_\_

  
\_\_\_\_\_  
Notary Public




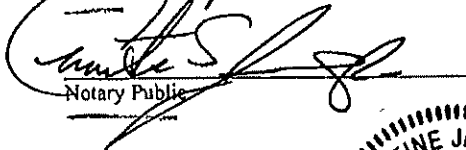
22-273

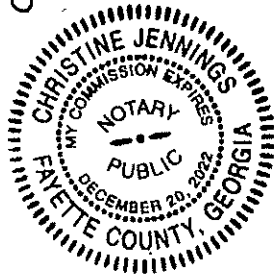
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

  
 \_\_\_\_\_ (SEAL)  
 Elaine E. Taylor-Klaus

Signed, sealed and delivered in presence of:

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Notary Public



8

ROLOFF (OLD)

Form No. 100-1001

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF WHITE

THIS INSTRUMENT, made the 5th day of September in the year one thousand nine hundred and Seventy-Eight, between MERCANTILE TRUST CO., N.A., A corporation existing under the Laws of the United States,

of the County of St. Louis, and State of Missouri, as party or parties of the first part, hereinafter called Grantor, and

Tony Tipton

of the County of Habersham, and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration, and before the signing and delivery of this instrument, the receipt whereof is hereby acknowledged by these parties, has hereby conveyed and to have (GIVEN) sold and granted unto the Grantee, all that tract or parcel of land lying and being in Land Lot No. 121, of the Old Town District of White County, Georgia, and being more particularly described as follows: BEGINNING at a point in center of intersection of proposed roads at the southeast corner of this property and at properties, now or formerly, of Denton (said beginning corner being located the following courses and distances from concrete monument at corner corner to land use numbers 121, 122, 123 and 156, said District and County, as shown on Plat of Survey conducted by Hubert Loyd, Registered Land Surveyor, Clarkesville, Georgia, for John A. Carroll and Tony Tipton on April 19, 1974, and revised on June 26, 1974, recorded in Plat Book 8, Page 62, Office of Clerk, Superior Court, White County, Georgia: North 8 degrees 26 minutes West 801.7 feet to an old nail; North 8 degrees 37 minutes West 49.7 feet to an old nail; North 24 degrees 7 minutes West 71.9 feet to an old nail in center of Yonah Mountain Road; North 15 degrees 54 minutes West 104 feet to an iron pin; and South 60 degrees 29 minutes West 71.5 feet to a point in center of said intersection of roads and TRUE POINT OF BEGINNING; thence along and with the center and meandering of said proposed road and along and with the North line of property described in aforesaid Plat for Carroll and Tipton the following courses and distances: South 2 degrees 33 minutes West 140.9 feet to a point; South 41 degrees 11 minutes West 202.4 feet to a point; South 79 degrees 21 minutes West 93.4 feet to a point; South 77 degrees 39 minutes West 127.7 feet to a point in center of said proposed road where same intersects the center of said Yonah Mountain Road; thence along and with the center of said Yonah Mountain Road the following courses and distances: North 47 degrees 14 minutes West 100 feet to a point; North 57 degrees 37 minutes West 68.4 feet to a point; North 27 degrees 11 minutes West 60 feet to a point; North 43 degrees 42 minutes West 58.2 feet to a point; North 26 degrees 51 minutes West 55.4 feet to a point; thence North 18 degrees 18 minutes West 94.4 feet to a point; thence North 46 degrees West 29.4 feet to a point; thence North 26 degrees 10 minutes West 50.4 feet to an old nail on the northerly side of said Yonah Mountain Road on property of Denton; thence along and with said property now or formerly of Denton the following courses and distances: North 61 degrees 17 minutes East 313.5 feet to an iron pin; North 52 degrees 30 minutes East 196.45 feet to a point in center of proposed road; thence along and with the center of said proposed road and continuing with said property now or formerly of Denton the following courses and distances: South 2 degrees 12 minutes West 158.1 feet to a point; South 18 degrees 57 minutes East 177.5 feet to a point in center of said intersection of said proposed roads and said Road CORNER, containing 5.8 acres, all in accordance with Plat of Survey conducted by Hubert Loyd, Georgia Registered Land Surveyor, Clarkesville, Georgia, for David Denton on August 13, 1971, recorded in Plat Book 11, Page 89, Office of Clerk, Superior Court, White County, Georgia, and CONTAINING LEGAL DESCRIPTION ON REVERSE SIDE OF THIS (QUITCLAIM DEED).

TO HAVE AND TO HOLD the said described premises to grantee, or the grantee's grantor or any person or persons claiming under grantee, shall at any time, by any means or ways, have claim or demand any right or title to said premises or appurtenances or any rights thereof.

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

Signed, sealed and delivered in the presence of: MERCANTILE TRUST CO., N.A., a corporation existing under the Laws of the United States, at the City of St. Louis, Mo.

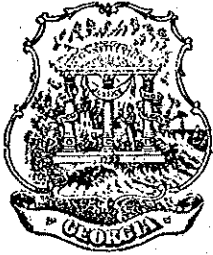
BY: [Signature] (Seal)

ATTEST: [Signature] (Seal)

Notary Public in and for the State of Georgia, My Commission Expires: AUG 31 1987

BOWEN (OLD)

STANDARD WARRANTY DEED



STATE OF GEORGIA,

HABERSHAM County.

THIS INDENTURE, made this 24th day of August

in the year of our Lord One Thousand Nine Hundred and Eighty-Four

between AUDREY A. PARKER of the State of Georgia and County of \_\_\_\_\_ of the first part and FRANKLIN D. GRIFFIN and MYRTICE W. GRIFFIN of the State of Georgia and County of \_\_\_\_\_ of the second part

WITNESSETH: That the said part Y of the first part, for and in consideration of the sum of OTHER GOOD AND VALUABLE CONSIDERATIONS AND TEN AND NO/100----- DOLLARS

in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged he S granted, bargained, sold and conveyed and by these presents do es grant, bargain, sell and convey unto the said part, ies of the second part, themselves/their heirs and assigns, all that tract or

parcel of land lying and being in parcel of land lying and being in Land Lot No. 122 of the 3rd Land District of White County, Georgia, containing 5.8 acres, as shown on plat of survey prepared by Hubert Lovell, R.S., Georgia Registered Surveyor, Clarkesville, Georgia, for David Denton on August 13, 1977, recorded in Plat Book 11, page 89, Office of Clerk, Superior Court, White County, Georgia. Reference to said plat and description thereof is incorporated herein for a more detailed description.

This conveyance is made subject to an outstanding deed to secure debt from Audrey A. Parker and John H. Parker to Habersham Bank, dated February 26, 1983, and recorded among the deed records of White County, Georgia, in Deed Book 6E, page 325. As a consideration of this conveyance Grantees herein agree to assum and be responsible for the repayment of the indebtedness secured by said deed to secure debt.

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 60.00  
Date 9-4-84  
Richard W. [Signature]  
Clerk of Superior Court

220

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 138.00  
Date 11-22-99  
Dena Adams  
Clerk of Superior Court

99 NOV 22 11:10:52  
BOOK 613 PAGE 220  
DENA ADAMS, CLERK  
WHITE COUNTY, GA

When Recorded Return To:  
K. Grant Keene  
Attorney at Law  
P. O. Box 246  
Cleveland, Georgia 30528  
WARRANTY DEED  
STATE OF GEORGIA  
COUNTY OF WHITE

THIS INDENTURE, made this 19th day of November in the Year of Our Lord One  
Thousand Nine Hundred and Ninety-Nine ----- between  
ROBERT D. SMITH and JOANNE B. SMITH  
of the County of Barry and State of Missouri of the first part, and  
SHANK P. MCTIGUE  
of the County of Cobb and State of Georgia of the second part.

WITNESSETH: That said party of the first part, for and in consideration of the sum of  
-- Ten Dollars and Other Valuable Considerations --  
in hand paid, at and before the sealing and delivery of these presents, the receipt of  
which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these  
presents does grant, bargain, sell and convey unto the said party of the second part,  
his heirs, successors and assigns, all the following described property, to wit:  
All that tract or parcel of land lying and being in Land Lot 122 of the 3rd Land  
District of White County, Georgia, containing 2.34 acres, more or less, all in  
accordance with Plat of Survey, dated October 17, 1997, prepared for Robert D. Smith  
and Joanne E. Smith, by Eddie Hood, County Surveyor, White County, Georgia, recorded in  
Plat Book 42, page 71, Office of Clerk, Superior Court, White County, Georgia.  
Reference is hereby made to said Plat of Survey and the record thereof for a more  
complete description of said property.

ALSO CONVEYED is a 40-foot road easement over existing roadways to the above  
described property.  
SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David  
Denton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office.  
ALSO SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed  
by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-622, said Clerk's  
Office, and Amendment thereto dated October 29, 1981, recorded in Deed Book 5-U, pages  
687-688, said Clerk's Office.

ALSO CONVEYED to Grantees herein, for themselves, their heirs and assigns, are the  
necessary rights-of-way for public utilities, which shall run along and within the  
existing 40 foot road easement.

SUBJECT TO existing easements for public utilities.  
SUBJECT TO the 40-foot road easement shown on the above referenced Plat of Survey.  
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the  
rights, members and appurtenances thereof, to the same being, belonging, or in anywise  
appertaining, to the only proper use, benefit and behoof of the said party of the  
second part, his heirs, successors and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for himself and his heirs, executors and  
administrators, will warrant and forever defend the right and title to the above  
described property, unto the said party of the second part, his heirs, successors and  
assigns, against the claims of all persons whomsoever.

Where the same is more appropriate herein, the singular denotes the plural in  
number and the masculine denotes the feminine and neuter in gender.

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

Signed, sealed and delivered,  
in the presence of:  
[Signature]  
WITNESS  
[Signature]  
NOTARY PUBLIC  
WHITE COUNTY, GA

Robert D. Smith (SEAL)  
ROBERT D. SMITH  
Joanne B. Smith (SEAL)  
JOANNE B. SMITH

M & Parcel

Parcel Id. No. 059030

SERBA

FILED & RECORDED  
DATE: 10/4/2021  
TIME: 11:20AM  
DEED BOOK: 1827  
PAGES: 645-647  
PT-61: 1542021002823  
FILING FEES: \$25.00  
TRANSFER TAX: \$.00  
Dena M Adams, C.S.C.  
White County, GA

STATE OF GEORGIA  
COUNTY OF DEKALB

After recording please return to:  
Deming, Parker, Hoffman,  
Campbell & Daly, LLC  
2200 Century Pkwy NE, Ste. 800  
Atlanta, Georgia 30345  
*(no title work performed)*

**QUITCLAIM DEED**

THIS INDENTURE, made the 23<sup>rd</sup> day of September, 2021, between John Nicholas Serba, Gayle G. Serba, and Intra-Mark, Inc., ("Grantors") as party of the first part, and John Nicholas Serba and Gayle G. Serba as Joint Tenants with Rights of Survivorship, not as Tenants in Common, ("Grantees") as party of the second part, the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits:

WITNESSETH that: Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, by these presents hereby does grant, bargain, sell, alien, convey, confirm, remise and enfeoff unto the said Grantees and their heirs all the right, title and interest which the said Grantors have or may have had in and to the real estate commonly known as Bald Eagle Path and more particularly described as:

**ALL THAT TRACT or parcel of land lying and being in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia (in accordance with Plat of Survey conducted by Henry Grady Jarrard, Registered Land Surveyor, Gainesville, Georgia, in April 1973, and revised January 31, 1974, for David and Reginald Denton, and recorded in Plat Book 8, Page 53, Office of the Clerk of Superior Court, White County, Georgia), and being in Land Lot Number 122 of the 3rd Land District of White County, Georgia, in accordance with Plat of Survey conducted by Hubert Lovell, Registered Land Surveyor, Clarkesville, Georgia, on April 19, 1974, revised June 26, 1974, for John A. Carroll and Tony Tipton, and recorded in Plat Book 8, Page 52, Office of the Clerk of Superior Court, White County, Georgia, said property is more particularly described as follows:**

**BEGINNING at the South-most corner of this property al an old nail found in**

the center of Yonah Mountain Road, said old nail being located the following three courses and distances from a cement marker at U.S. Forest Service Corner and Land Lot Corner common to Land Lots Numbers 121, 122, 135 and 136, said District and County: North 79 degrees 26 minutes West 861.7 feet to an old nail ; North 08 degrees 37 minutes West 49.7 feet to an old nail; North 21 degrees 04 minutes West 71.9 feet to an old nail in the center of said Yonah Mountain Road and True Point of Beginning; thence along and with property of Chambers the following six courses and distances: North 60 degrees 22 minutes West 74.85 feet to an iron pin al stake; North 69 degrees 29 minutes West 216.3 feet to an old nail found; South 83 degrees 26 minutes West 64.95 feet to an old nail found; North 78 degrees 50 minutes West 85.2 feet to an iron pin; North 71 degrees 40 minutes West 488.6 feet to an iron pin on the Easterly side of Yonah Mountain Road; North 71 degrees 40 minutes West 24 feet to an old nail found in the center of said Yonah Mountain Road; thence along and with said Yonah Mountain Road the following three courses and distances: North 06 degrees 14 minutes West 290.35 feet to a point; North 04 degrees 07 minutes West 154.4 feet to a point; North 15 degrees 40 minutes West 53 feet to a point; thence with property of Denton and with the center of another road the following four courses and distances: North 77 degrees 09 minutes East 132.2 feet to a point; North 79 degrees 21 minutes East 93.4 feet to a point; North 61 degrees 44 minutes East 202.4 feet to a point; North 57 degrees 33 minutes East 146.9 feet to a point; thence continuing with property of Denton the following three courses and distance: North 60 degrees 29 minutes East 71.5 feet to an iron pin; South 19 degrees 54 minutes East 1,044 feet to an iron pin; South 19 degrees 54 minutes East 55 feet to nail found and center of said Yonah Mountain Road and Beginning Corner, containing 12.5 acres, all in accordance with said Plat of Survey conducted by Hubert Lovell, Registered Land Surveyor, Clarkesville, Georgia, for John A. Carroll and Tony Tipton on April 19, 1974, and revised on June 26, 1974, and recorded in Plat Book 9, Page 52, Office of the Clerk of Superior Court, White County, Georgia. Also see Plat of Survey, above referred to, conducted by Henry Grady Jarrard, Registered Land Surveyor, and recorded in Plat Book 8, Page 53, said Clerk's Office.

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

*(Signature on following page)*

IN WITNESS WHEREOF, Grantors have signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

John Nicholas Serba  
John Nicholas Serba, Grantor

Gayle G. Serba  
Gayle G. Serba, Grantor

Amanda Lane  
Unofficial Witness

Amanda Lane  
Unofficial Witness

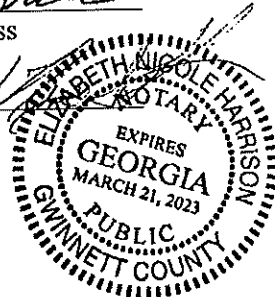
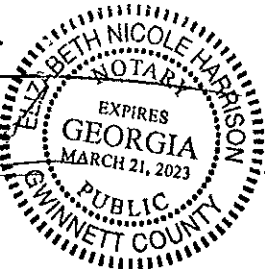
Elizabeth Nicole Harrison  
Notary Public

Elizabeth Nicole Harrison  
Notary Public

John Nicholas Serba  
John Nicholas Serba for Intra-Mark, Inc., Grantor  
as CEO, CFO, and Secretary

Amanda Lane  
Unofficial Witness

Elizabeth Nicole Harrison  
Notary Public





40

WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF HABERSHAM

THIS INDENTURE, made this 15th day of December, 1984,  
between CHARLES M. PIEPER and GWENDOLYN D. PIEPER as Grantors and  
STEVEN H. KRAMS and LORE KRAMS, as Grantees.

WITNESSETH:

Grantors, for and in consideration of the sum of Ten  
Dollars and other Valuable Considerations, in had paid, at and  
before the sealing and delivery of these presents, the receipt of  
of which is hereby acknowledged, has granted, bargained, sold, and  
conveyed, and by these presents does grant, bargain, sell, and  
convey unto the said Grantees, for and during their joint lives,  
and, upon the death of either of them, then, to the survivor of  
them, in fee simple, together with every contingent, remainder,  
and right of reversion, and to the heirs and assigns of said  
survivor, the following described property, to wit:

ALL that tract or parcel of land lying and being in Land  
Lots Number 122 and 135 of the 3rd Land District of White County,  
Georgia (in accordance with Plat of Survey conducted by Henry  
Grady Jarrard, Registered Land Surveyor, Gainesville, Georgia, in  
April, 1973, and revised January 31, 1974, for David and Reginald  
Denton, and recorded in Plat Book 8, Page 53, Office of Clerk,  
Superior Court, White County, Georgia), and being in Land Lot  
Number 122 of the 3rd Land District of White County, Georgia, in  
accordance with Plat of Survey conducted by Hubert Lovell,  
Registered Land Surveyor, Clarkesville, Georgia, on April 19, 1974,  
revised June 26, 1974, for John A. Carroll and Tony Tipton, and  
recorded in Plat Book 8, Page 52, Office of Clerk, Superior Court,  
White County, Georgia, Said property is more particularly described  
as follows:

BEGINNING at the South-most corner of this property at  
an old nail found in the center of Yonah Mountain Road, said old  
nail being located the following three courses and distances from  
a cement marker at U. S. Forest Service Corner and Land Lot Corner  
common to Land Lots Number 121, 122, 135, and 136, said District  
and County: North 79 degrees 26 minutes West 861.7 feet to an old  
nail; North 08 degrees 37 minutes West 49.7 feet to an old nail;  
North 21 degrees 04 minutes West 71.9 feet to an old nail in the  
center of said Yonah Mountain Road and True Point of Beginning;  
thence along and with property of Chambers the following six  
courses and distances: North 60 degrees 22 minutes West 74.85  
feet to an iron pin at stake; North 69 degrees 29 minutes West  
216.3 feet to an old nail found; South 83 degrees 26 minutes West  
64.95 feet to an old nail found; North 78 degrees 50 minutes West

White County, Georgia  
Notary Public  
[Signature]  
Clerk of Superior Court

85.2 feet to an iron pin; North 71 degrees 40 minutes West 488.6 feet to an iron pin on the Easterly side of Yonah Mountain Road; North 71 degrees 40 minutes West 24 feet to an old nail found in the center of said Yonah Mountain Road; thence along and with said Yonah Mountain Road the following three courses and distances: North 06 degrees 14 minutes West 290.35 feet to a point; North 04 degrees 07 minutes West 154.4 feet to a point; North 15 degrees 40 minutes West 53 feet to a point; thence with property of Denton and with the center of another road the following four courses and distances: North 77 degrees 09 minutes East 132.2 feet to a point; North 79 degrees 21 minutes East 93.4 feet to a point; North 61 degrees 44 minutes East 202.4 feet to a point; North 57 degrees 33 minutes East 146.9 feet to a point; thence continuing with property of Denton the following three courses and distances: North 60 degrees 29 minutes East 71.5 feet to an iron pin; South 19 degrees 54 minutes East 1,044 feet to an iron pin; South 19 degrees 54 minutes East 55 feet to an old nail found and center of said Yonah Mountain Road and Beginning Corner, containing 12.5 acres, all in accordance with said Plat of Survey conducted by Hubert Lovell, Registered Land Surveyor, Clarkesville, Georgia, for John A. Carroll and Tony Tipton on April 19, 1974, and revised on June 26, 1974, and recorded in Plat Book 8, Page 52, Office of Clerk, Superior Court, White County, Georgia. Also see Plat of Survey, above referred to, conducted by Henry Grady Jarrard, Registered Land Surveyor, and recorded in Plat Book 8, Page 53, said Clerk's office.

ALSO CONVEYED is the unobstructed right of ingress and egress over and through property; nor or formerly, of Denton, via existing roads or drives and roads or drives to be built in the future, running from the Easterly right of way of Georgia State Highway Number 75 to property herein conveyed. Said right shall not be defeated for lack of use or maintenance but shall be a covenant running with the land.

SUBJECT TO the unobstructed right of ingress and egress over and through the above-described property, via existing roads or drives and roads or drives to be built in the future, to property, now or formerly, of Denton. Said right shall not be defeated for lack of use or maintenance but shall be a covenant running with the land.

ALSO SUBJECT TO the necessary rights of ways over and through the above-described property, along existing roads or drives and roads or drives to be built in the future for public utilities, which in the future may be necessary to serve the adjoining property, now or formerly, of Denton, including the right of ingress and egress for public utilities over and through the above-described property. Said right shall not be defeated for lack of use or maintenance but shall be a covenant running with the land.

THIS CONVEYANCE IS ALSO MADE SUBJECT TO the following RESTRICTIONS:

- (1) No mobile or "double-wide" homes shall be placed on the above-described property.
- (2) Only single-family homes of at least 850 square feet of floor space, exclusive of carports, porches, and basements, shall be allowed.
- (3) No homes shall be finished with tarpaper, asbestos shingles, aluminum or any siding unapproved by FHA.
- (4) No homes shall be built within 50 feet of the back and sound boundary lines of said property or within 50 feet of any roads or drives running through the above-described property.

28

(5) No septic tanks, drain fields, or wells shall be located within 50 feet of streams, back and side boundary lines of said property, or of any roads located in said property.

(6) No commercial establishments shall be allowed on said property.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit, and behoof of the said Grantees, for and during their joint lives and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID Grantors, for themselves, their heirs, executors, and administrators, will warrant and forever defend the right and title to the above-described property, unto the Grantees, as hereinbefore provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantees have hereunto set their hands and affixed their seals the day and year first above-written.

*Charles M. Pieper* (SEAL)  
Charles M. Pieper, Grantor

*Gwendolyn D. Pieper*  
Gwendolyn D. Pieper

Signed, sealed, and delivered in the presence of:

*Hally Langford*  
Witness

*Janette R. Handley*  
Notary Public



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPTEMBER 22, 1988  
BONDED THRU LAWYER'S SURETY CORP.

12/10/84

GEORGIA, White County  
Filed 7 day of Jan 1985  
12:28 o'clock PM  
Recorded in book 1-1-2  
Page 1-1-2 date Jan 10 1985  
Janette Handley  
Clerk

SPARKS  
059 010

FILED & RECORDED  
DATE: 12/28/2015  
TIME: 10:33AM  
DEED BOOK: 1585  
PAGE: 467  
FILING FEES: 10.00  
PT61: 1542015002671  
TRANSFER TAX: 143.00  
Dena Adams, C.S.C.  
White County, GA



File #: 15P-693  
Russell C Petersen, LLC  
P.O. Box 6499  
Gainesville, GA 30504

**JOINT TENANCY WITH SURVIVORSHIP  
LIMITED WARRANTY DEED**

**STATE OF GEORGIA,  
COUNTY OF HALL**

This Indenture made this 22nd day of December, 2015 between J. WAYNE NORRIS and SUSAN C. NORRIS, of the County of White, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and ROBERT AB SPARKS, IV and LOUISE LACKEY SPARKS, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH that:** Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, containing 2.34 acres, more or less, all in accordance with Plat of Survey, dated October 17, 1997, prepared for Robert D. Smith and Joanne E. Smith, by Eddie Hood, County Surveyor, White County, Georgia, recorded in Plat Book 42, Page 71, Office of Clerk, Superior Court, White County, Georgia. Reference is hereby made to said Plat of Survey and the record thereof for a more complete description of said property. ALSO CONVEYED is a 40-foot road easement over existing roadways to the above described property. ALSO CONVEYED to Grantees herein, for themselves, their heirs and assigns are the necessary rights-of-way for public utilities, which shall run along and within the existing 40 foot road easement. SUBJECT TO existing easements for public utilities. SUBJECT TO the 40 foot road easement shown on the above referenced Plat of Survey. The property address is 229 Bald Eagle Path, Cleveland, Georgia 30528.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

**THIS CONVEYANCE** is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

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

Signed, sealed and delivered in the presence of:

*Linda Ingwa* (Witness)  
*J. Wayne Norris* (Seal)  
*Susan C. Norris* (Seal)  
Notary Public

SPARKS (COO)

97 JUL 17 PM 4:18

Limited Warranty Deed

BOOK 501 PAGE 133-134  
CAROL JACKSON, CLERK  
WHITE COUNTY, GA.

STATE OF GEORGIA, White County

THIS INDENTURE, Made this 7<sup>th</sup> day of July, in the year of our Lord One Thousand Nine Hundred and ninety-five, between Regions Bank, of the County of White, and State of Georgia, of the first part, and Robert D. Smith and JoAnne B. Smith, of the County of White, and State of Georgia, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of (\$10.00) Ten Dollars and other valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part their heirs and assigns, all the following described property, to wit:

See Exhibit A, attached hereto and incorporated herein by reference.

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

And the said party of the first part, for its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said parties of the second part their heirs and assigns, against the claims of all person owning, holding or claiming by, through or under the said party of the first party.

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

Signed, sealed and delivered in the presence of:

[Signature]  
(Witness)  
[Signature]  
(Notary Public)  
MY COMMISSION EXPIRES JUNE 1, 2001

Regions Bank (SEAL) -  
By [Signature] (Seal)  
attest [Signature]

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 45.00  
Date 7-17-97  
[Signature]  
Clerk of Superior Court

134

Exhibit A

All that tract or parcel lying and being in Land Lot #122 of the 3rd Land District of White County, Georgia, and being more particularly described as follow;

BEGINNING at an iron pin on the West side of a 40-foot road easement; said iron pin being North 72 degrees 33 minutes East 2065.31 feet from the original land lot corner between land lots #122, #123, #134 and #135; thence from said point of beginning North 44 degrees 29 minutes East 300 feet to an iron pin; thence south 12 degrees 29 minutes East 349.43 feet to an iron pin; thence South 15 degrees 56 minutes West 121.71 feet to an iron pin; thence South 2 degrees 47 minutes West 123.69 feet to an iron pin; thence South 65 degrees 17 minutes West 103.52 feet to an iron pin on the West side of a 40-foot road easement; thence along and with said road easement North 20 degrees 20 minutes West 438.30 feet to the point of beginning; said tract or parcel of land contains 2.34 acres according to a certain plat of survey prepared by R. N. Johnson and Associates, Inc., dated May 9, 1984, recorded in the Deed Records of White County, Georgia, in deed Book 18, Page 79.

Grantors herein convey a 40-foot road easement over the existing roadways to the within described property. Said property is sold SUBJECT to a 40-foot road easement along the Western boundary of said property as indicated in the above referred to plat. Said property is sold SUBJECT to the Road Owners Agreement recorded in the Deed Records of White County, Georgia, in deed Book 5-0, Page 687. Also conveyed are the necessary rights of ways for public utilities, which shall run along and within the existing 40-foot road easement.

22-297

WILLIAMS  
058c 066

FILED & RECORDED  
DATE: 7/22/2022  
TIME: 10:11AM  
DEED BOOK: 1865  
PAGES: 327-328  
PT-61: 1542022001763  
FILING FEES: \$25.00  
TRANSFER TAX: \$335.00  
Dena M Adams, C.S.C.  
White County, GA

Return Recorded Document to:  
The Law Office of Chad Knott, LLC  
670 East Kytte Street  
Cleveland, Georgia 30528

**JOINT TENANCY WITH SURVIVORSHIP  
LIMITED  
WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF WHITE

FILE #: 22-297

THIS INDENTURE made this 1st day of July, 2022, between Ryan Altenhof and Jordan Altenhof, of the County of Brevard and State of Florida, as party or parties of the first part, hereinunder called Grantor, and Rhonda Lowry Williams and Charles Derrick Williams, as joint tenants with survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, containing 1.99 acres, more or less, being shown on plat of survey prepared by Eddie Hood, G.R.L.S., dated July 24, 1985 and recorded in Plat Book 20, Page 218, of the White County, Georgia Plat Records, said plat is incorporated herein by reference for a more complete description.

TOGETHER WITH an unobstructed and nonexclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads.

SUBJECT TO rights of ways for public utilities, which shall run along and within the existing 40-foot road easement.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen recorded in Deed Book 5-O, Pages 617-620.

SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen recorded in Deed Book 5-O, Pages 621-622; as amended by instrument dated October 29, 1982, recorded in Deed Book 5-U, Pages 687.

Subject to all easements, restrictions, reservations, set-backs, and rights-of-way of record or those delineated on the above-referenced plat of survey, if any.

This is the same property conveyed to TWALA Properties, LLC by virtue of a Limited Warranty Deed from Jody Anne Anderson, dated April 9, 2021 and recorded in Deed Book 1801, Pages 561-562.



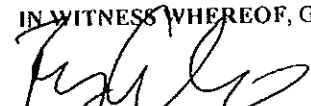
22-297

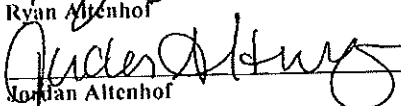
This Deed is given subject to all easements and restrictions of record.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

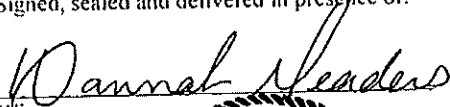
**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

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

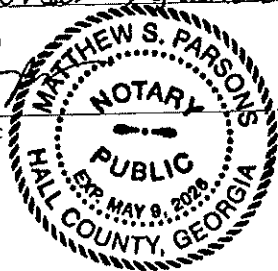
  
\_\_\_\_\_  
Ryan Altenhof (SEAL)

  
\_\_\_\_\_  
Jordan Altenhof (SEAL)

Signed, sealed and delivered in presence of:

  
\_\_\_\_\_  
Wannat Sanders  
Witness

  
\_\_\_\_\_  
Matthew S. Parsons  
Notary Public





Cross Ref:  
AFF 1770/136  
MISC 1770/137

*WILLIAMS (OLD)?*

*FORBES  
MHP  
059 002*

FILED & RECORDED  
DATE: 3/6/2020  
TIME: 09:26AM  
DEED BOOK: 1745  
PAGES: 558-562  
PT-61: 1542020000417  
FILING FEES: \$25.00  
TRANSFER TAX: -0-  
Dena N Adams, C.S.C.  
White County, GA



**Return recorded document to:**

Wilson Hamilton, LLC  
316 Summit Street  
Blue Ridge, GA 30513  
File No. 19-1655-CD 1031

**General Warranty Deed**

STATE OF GEORGIA  
COUNTY OF FANNIN

THIS INDENTURE is made **February 27<sup>th</sup> 2020**, between **Lee Daniel Forbes and Mindy Marie Forbes**, as Joint Tenants with Right of Survivorship ("Grantor"), and **National Barrister Group LLC**, as Trustee of **Huckleberry Cabin Trust** dated **February 27<sup>th</sup> 2020** ("Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors, and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto Grantee, the following described property:

All that tract or parcel of land lying and being in the 3th District, **Land Lots 122 & 135**, White County, Georgia, being described as 1.66 acres, more or less, as shown on a plat of survey by Ray Neal Johnson, GRLS No. 2102, dated September 11, 1980 and recorded in Plat Book 14, Page 100, White County Records, to which reference is hereby made for a more complete and accurate legal description.

For informational purposes only: Map Parcel No. 059 002

**TOGETHER WITH** right of ingress, egress and utility easement along existing roads to the subject property; **AND SUBJECT TO** all existing easements, restrictions, reservations and rights of way of record.

*Chain of Title:* This being the same property as was conveyed to Grantor herein by Limited Warranty Deed from John Barry Della and Tina Marie Della, dated August 15th, 2019 and recorded in Deed Book 1723, Pages 192-193, White County Records.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights of record; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the year of this deed, which Grantee assumes and agrees to pay.

Full power and authority are granted to the Trustee with respect to the Property, and the Trustee shall have all of the powers conferred upon trustees by the Georgia Trust Code, and by any future amendments to the Georgia Trust Code or any corresponding statute. In addition to such powers, the Trustee is specifically authorized a) to purchase any real property for the Trust at such times and on such terms as may be deemed beneficial to the Beneficiaries, including the power to assume loans, solely in his or her capacity as Trustee, or to take title to Trust Property subject to an existing loan; b) to borrow money in his or her capacity as Trustee, and, solely in his or her capacity as Trustee, to give bonds or sign notes, deeds of trust or other security instruments conveying a lien on the whole or any part of the Trust Property; c) to take possession of the Trust Property in the event it becomes vacant; d) to sell at public auction or private sale, or to barter or exchange or otherwise dispose of any part or all of the Trust Property which may from time to time form part of the Trust estate, subject to such terms, conditions, and restrictions, and for such consideration, either cash or credit, as may be deemed beneficial to the Beneficiaries; e) to lease the whole or any part of the Trust Property for such consideration and on such terms as may be deemed beneficial to the Beneficiaries; f) to repair, alter, tear down, add to or erect any building or buildings upon land belonging to the Trust; g) to fill, grade, drain, improve, and otherwise develop any land belonging to the Trust; h) to make, execute, acknowledge and deliver, solely in his or her capacity as Trustee, any and all documents, instruments or other obligations of whatever nature relating to the Trust Property, including, but not limited to, deeds, notes, deeds of trust,

releases, easements, leases, option agreements or addendums, contracts, management and other agreements, closing statements, and affidavits, and generally to have full power to do all things and perform all acts necessary to make them proper and legal; i) to collect any and all money relating to the Trust Property which may be due and payable to the Trustee or to the Trust, from whatever source it may be derived, including, but not limited to, notes, rents, obligations, dividends, insurance proceeds, and payments of any type, and to deposit the money in any bank or other depository deemed beneficial to the Beneficiaries; j) to pay all lawful taxes and assessments and the necessary expenses of the Trust; k) to employ such officers, brokers, engineers, architects, carpenters, contractors, agents, accountants, attorneys, counselors and such other persons deemed expedient or necessary, and to designate their duties and fix their compensation; l) to represent the Trust and the Beneficiaries in all suits and legal proceedings relating to the Trust Property in any court of law or equity, or before any other bodies or tribunals; m) to begin suits and to prosecute them to final judgment or decree; n) to compromise claims or suits, and to submit the same to arbitration when deemed necessary or proper; o) to arrange, pay for and keep in force such insurance as is deemed advisable with such companies, in such amounts and against such risks as are deemed necessary by the Trustee; and p) to perform any act which the Beneficiaries direct the Trustee to perform.


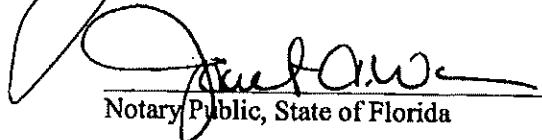
No party dealing with the Trustee regarding the Property in any manner whatsoever, including, but not limited to, a party to whom the Property or any part of it or any interest in it shall be conveyed, contracted to be sold, leased or mortgaged by the Trustee, shall be obliged to see to the application of any purchase money, rent, money borrowed, paid or otherwise advanced to the Trustee; to see that the terms of the Trust Agreement have been complied with; to inquire into the authority, necessity or expediency of any act of the Trustee; or be privileged to inquire into any of the terms of the Trust Agreement. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest from the Trustee that at the time of its delivery the Trust created under the Trust Agreement was in full force and effect; that the instrument was executed in accordance with the terms and conditions of the Trust Agreement and all its amendments, if any, and is binding upon the Beneficiaries under it; that the Trustee was duly authorized and empowered to execute and deliver every such instrument; and if a conveyance has been made to a successor or successors in trust, that the successor or successors have been appointed properly and are vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust.



The interests of each and every Beneficiary under the Trust Agreement and all persons claiming under them shall be only the right to receive or direct the disposition of the proceeds from the rental, mortgage, sale, or other disposition of the Property, and such interest is hereby declared to be personal property. No Beneficiary now has, or shall subsequently at any time have, any right, title or interest, in or to any portion of the Property, it being the intention of this instrument to vest the full legal and equitable title to the Property in the Trustee. No Beneficiary shall have the right to require partition of the Property.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

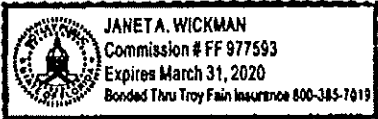
Grantee accepts the conveyance of the Property subject to the liens securing the payment of a note which is described in and secured by a Deed of Trust recorded in Fannin County. Grantee does not assume payment of the note or liability under any instrument securing it. By this deed, Grantor does hereby assign, transfer and deliver to Grantee all of Grantor's interest in the funds held in the existing escrow account, if any, with the lienholder, its successors and assigns. Further, by this deed Grantor does hereby transfer and assign to Grantee all of Grantor's right, title and interest to any unearned insurance premium that may exist at this time as well as Grantor's interest in any insurance claims, past, present or future, relating to the Property.

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

  
\_\_\_\_\_  
Unofficial Witness *JANETA A. WICKMAN*  
  
  
\_\_\_\_\_  
Notary Public, State of Florida

  
\_\_\_\_\_  
Lee D. Forbes  
  
  
\_\_\_\_\_  
Mindy M. Forbes





My Commission Expires: \_\_\_\_\_  
Affix Notary Stamp/Seal

436

WARRANTY DEED  
(Joint Tenancy)

FORBES (COO)

STATE OF GEORGIA

COUNTY OF WHITE

THIS INDENTURE, made this 14th day of May in the Year of Our Lord One Thousand Nine Hundred and Ninety-Three between

JOEL S. WHISENANT and BEVERLY L. WHISENANT ("Grantor") of the

State of Georgia and County of Fulton, and

GEORGE R. HOUSER and KATHERINE E. HOUSER ("Grantees") of the

State of Florida and County of Broward

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations DOLLARS, in hand

paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantees,

as joint tenants with right of survivorship as defined and created by Ga. Laws 1976, p. 1438 and 1439 (O.C.G.A. Section 44-6-190), the heirs, executors and assigns of the survivor, the following described property, to-wit:

All that tract or parcel of land lying and being in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia, containing 1.66 acres as shown on a certain Plat of Survey made for Joel S. and Beverly L. Whisenant by R. N. Johnson & Associates, Inc. dated September 11, 1980, with said Plat of Survey being recorded in Plat Book 14, page 100, Office of Clerk, Superior Court, White County, Georgia.

BEGINNING at an iron pin (said iron pin being a point common to Land Lots Number 122, 123, 134 and 135, said District and County); thence North 49 degrees 22 minutes East 237.05 feet to a point in the center of a branch; thence along and with the center and meanderings of said branch South 48 degrees 45 minutes East 90.80 feet to a point; South 50 degrees 00 minutes East 50.00 feet to a point; South 55 degrees 09 minutes East 104.48 feet to a point; South 83 degrees 28 minutes East 137.58 feet to a point; North 72 degrees 30 minutes East 44.00 feet to a point; South 64 degrees 34 minutes East 38.56 feet to a point; South 75 degrees 00 minutes East 58.00 feet to a point; North 61 degrees 56 minutes East 53.88 feet to a point; North 82 degrees 59 minutes East 71.98 feet to a point where the center of said branch intersects with the center of Yonah Mtn. Road; thence leaving the center of said branch and along and with the center of Yonah Mtn. Road South 31 degrees 51 minutes West 40.21 feet to a point; South 66 degrees 29 minutes West 67.89 feet to a point; South 76 degrees 09 minutes West 117.76 feet to a point; North 82 degrees 44 minutes West 388.87 feet to a point; South 79 degrees 05 minutes West 73.93 feet to a point; South 55 degrees 46 minutes West 126.60 feet to a point; thence leaving the center of Yonah Mtn. Road North 00 degrees 00 minutes East 123.00 feet to the POINT OF BEGINNING.

SUBJECT TO all existing easements and rights-of-way. Said easements and rights-of-way are for ingress and egress and shall be for utilities.

SUBJECT TO Covenants and Restrictions on Real Property dated September 13, 1980, recorded in Deed Book 5-0, pages 621-622, Office of Clerk, Superior Court, White County, Georgia.

SUBJECT TO Mt. Yonah Heights Road Owners Association, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office.

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 8.00  
Date 5-22-93  
Curtis J. [Signature]  
Clerk of Superior Court

53 JUN 27 PM 2:13  
371  
436-439

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the Grantees, as joint tenants with the right of survivorship as defined above, the heirs, executors and assigns of the survivor, forever, in Fee Simple.

AND, SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above described tract or parcel of land unto the Grantees against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the Presence of:

Kerry H. Tonia  
Unofficial Witness  
Lynda K. Oleson  
Notary Public Notary Public, Fayette County, Georgia  
My Commission Expires May 4, 1997

Joel S. Whisenant (SEAL)  
JOEL S. WHISENANT  
Beverly L. Whisenant (SEAL)  
BEVERLY L. WHISENANT (SEAL)  
\_\_\_\_\_ (SEAL)

My Commission Expires: \_\_\_\_\_



<b>WARRANTY DEED</b> <small>(Joint Tenancy)</small>	
FROM	
JOEL S. WHISENANT and BEVERLY L. WHISENANT	
TO	
GEORGE R. HOUSER and KATHERINE E. HOUSER	
GEORGIA, _____ County.	
Clerk's Office, Superior Court.	
Filed for Record at . . . . . o' clock . . . M	19 . . . . .
Recorded in Deed Book . . . . .	19 . . . . .
Folio . . . . .	19 . . . . .
_____ Clerk	
K. GRANT KEENE KENNETH R. KEENE RET. Attorney At Law P. O. Box 246 Cleveland, Georgia 30528	

ALAN CRAIG  
059 008

FILED & RECORDED  
DATE: 8/19/2021  
TIME: 11:07AM  
DEED BOOK: 1821  
PAGES: 121-122  
PT-61: 1542021002203  
FILING FEES: \$25.00  
TRANSFER TAX: \$180.00  
Dena M Adams, C.S.C.  
White County, GA



Return Recorded Document to:  
The Law Office of Chad Knott, LLC  
670 East Kyle Street  
Cleveland, Georgia 30528

**JOINT TENANCY WITH SURVIVORSHIP  
LIMITED  
WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF WHITE

FILE #: 21-414

**THIS INDENTURE** made this 29th day of July, 2021, between WLC, LLC, of the County of Marion and State of Florida, as party or parties of the first part, hereinunder called Grantor, and Alan Craig and Sheelyn Craig, as joint tenants with survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

All that tract or parcel of land situate, lying and being in Land Lot 122 of the 3rd District of White County, Georgia and comprising 1.92 acres as shown on a plat prepared for Joe F. Carlo, II by Eddie Hood, White County Surveyor, dated February 25, 2001, recorded in Plat Book 50, Page 34, White County, Georgia Records, which plat is incorporated by reference for a more full and complete description.

This Deed is given subject to all easements and restrictions of record.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

[SIGNATURES TO FOLLOW ON NEXT PAGE.]

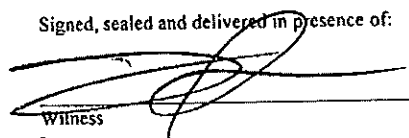


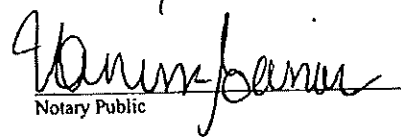
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

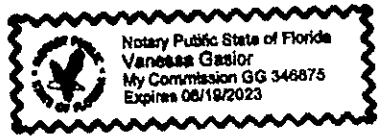
WLC, LLC

 (SEAL)  
Walter Timothy Curtis, Manager

Signed, sealed and delivered in presence of:

  
Witness

  
Notary Public



ALAN (COLE)

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 11.32  
Date 7-28-2000  
Dena M. Adams  
Clerk of Superior Court

2000 JUL 28 PM 12: 55  
BOOK 646 PAGE 201-202  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

When Recorded Return To:  
K. Grant Keene  
Attorney at Law  
P. O. Box 246  
Cleveland, Georgia 30528

WARRANTY DEED  
STATE OF FLORIDA  
COUNTY OF POLK

THIS INDENTURE, made this 28th day of July in the Year of Our Lord Two  
Thousand ----- between

DOROTHY M. COPELAND, as Trustee of THE DOROTHY M. COPELAND TRUST UNDER AGREEMENT  
dated October 24, 1996

of the County of Polk and State of Florida of the first part,  
JOE E. CARLO, SR.

of the County of Gwinnett and State of Georgia of the second part.

WITNESSETH: That said party of the first part, for and in consideration of the sum of  
--Ten Dollars and Other Valuable Considerations--

in hand paid, at and before the sealing and delivery of these presents, the receipt of  
which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these  
presents does grant, bargain, sell and convey unto the said party of the second part,  
his heirs, successors and assigns, all the following described property, to wit:  
AN UNDIVIDED ONE-HALF INTEREST IN AND TO:

All that tract or parcel of land lying and being in Land Lot 122 of the 3rd Land  
District of White County, Georgia, containing 2.00 acres, more or less, all in  
accordance with Plat of Survey dated November 5, 1980, prepared for Jady W. Copeland by  
R. N. Johnson and Associates, Inc., Surveying Consultants, Inc., Cleveland, Georgia,  
and Ray Neal Johnson, Georgia Registered Land Surveyor, recorded in Plat Book 17, page  
46, Office of Clerk, Superior Court, White County, Georgia. Reference is hereby made  
to said Plat of Survey and the record thereof for a more complete description of said  
property.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David  
Dalton and Loye Allen, recorded in Deed Book 5-O, pages 617-620, said Clerk's Office.

ALSO SUBJECT TO Covenants and Restrictions set forth in instrument dated September  
13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-O, pages  
621-622, said Clerk's Office, and the Amendment thereto dated October 29, 1981,  
recorded in Deed Book 5-U, pages 687-688, said Clerk's Office.

ALSO CONVEYED are the necessary rights-of-way for public utilities which shall run  
along and within the existing 40-foot road easement, as granted and conveyed in  
Warranty Deed dated February 18, 1983, executed by David Denton and Loye Allen to Jady  
W. Copeland, Dorothy M. Copeland, D. Douglas Hoffman and Neva C. Hoffman, recorded in  
Deed Book 6-E, page 465, said Clerk's Office.

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 122  
of the 3rd Land District of White County, Georgia, and being all of Tract II,  
containing 0.086 acres, more or less, as delineated on Plat of Survey dated March 26,  
1999, prepared for Gene Dahse by London Land Surveying, Cleveland, Georgia, and Roger  
N. London, Georgia Registered Land Surveyor, recorded in Plat Book 46, page 58, said  
Clerk's Office.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the  
rights, members and appurtenances thereof, to the same being, belonging, or in anywise  
appertaining, to the only proper use, benefit and behoof of the said party of the  
second part, his heirs, successors and assigns, forever, in Fee Simple.

AND THE SAID party of the first part, for himself and his heirs, executors and  
administrators, will warrant and forever defend the right and title to the above  
described property, unto the said party of the second part, his heirs, successors and  
assigns, against the claims of all persons whomsoever.

Where the same is more appropriate herein, the singular denotes the plural in  
number and the masculine denotes the feminine and neuter in gender.

Initials: DMA D.M.C. as Trustee

(Concluded on following page)

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

Signed, sealed and delivered,  
in the presence of:

Colin Williamson  
WITNESS

Betty Williamson  
NOTARY PUBLIC  
(SEAL)

My Commission Expires: 11/2/02

Dorothy M Copeland (Seal)  
DOROTHY M. COPELAND, as Trustee of THE  
DOROTHY M. COPELAND TRUST UNDER AGREEMENT  
dated October 24, 1996



ALAN CRAIG  
059 007A

CLERK PLEASE RETURN TO:  
Nationwide Appraisal Services Corp.  
Southpointe Plaza II, Suite 300  
380 Southpointe Blvd.  
Canonsburg, PA 15317  
20265106

2007 JAN 19 PM 3:40  
BOOK 1164 PAGE 22-23  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 12.00  
Date 1-19-2007  
QUITCLAIM DEED  
Dena M. Adams  
Clerk of Superior Court  
154-2006-003740

STATE OF Florida

COUNTY OF Broward

**THIS INDENTURE**, made the 8 day of December in the year two thousand and six, between Alan Craig and Sheelyn Reid - Mulligan n/k/a Sheelyn Craig of the County of White and State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Alan Craig and Sheelyn Craig of the County of White and State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH** that: Grantor, for and in consideration of the sum of TEN Dollars (\$10) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee, the following described property in the County of White and State of Georgia:

All that tract or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, and shown on a plat of survey for Thomas W. Smith, Sr. and Gloria D. Smith, dated March 26, 1999, revised September 25, 2001, prepared by London Land Surveying and recorded in Plat Book 50, Page 210, White County, Georgia Records.

**BEING THE SAME PROPERTY CONVEYED TO SHEELYN REID-MULLIGAN AND ALAN CRAIG, AS JOINT TENANTS WITH SURVIVORSHIP BY DEED FROM WLC, LLC RECORDED 12/03/2004 IN DEED BOOK 986 PAGE 314, IN THE OFFICE OF THE CLERK OF THE SUPERIOR COURT OF WHITE COUNTY, GEORGIA.**

Tax ID: MAP 059 PARCEL 007

Grantor, for and in consideration of the sum of TEN Dollars (\$10) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said grantee, the following described property in the County of White and State of Georgia:

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

This transfer is a Deed of Gift, and is therefore exempt from transfer tax pursuant to Georgia Code §48-6-2(2).

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

Signed, sealed and delivered in the presence of:

*David Wiseberg*  
(Unofficial Witness)

*Elizabeth Reid*  
(Unofficial Witness)

ELIZABETH REID  
*David Wiseberg*  
(Notary Public)

*Alan Craig* (Seal)  
Alan Craig

*Sheelyn Reid - Mulligan n/k/a Sheelyn Craig* (Seal)  
Sheelyn Reid - Mulligan n/k/a Sheelyn Craig

NOTARY PUBLIC-STATE OF FLORIDA  
David Wiseberg  
Commission # DD406703  
Expires: APR. 27, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

6

CRAIG (OLD)

2001 OCT 29 PM 4: 48

BOOK 722 PAGE 177-178  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 100.00  
Date 10-29-2001  
Dena M Adams  
Clerk of Superior Court

When Recorded Return To:  
R. Grant Keene  
Attorney at Law  
P. O. Box 246  
Cleveland, Georgia 30528

WARRANTY DEED (Joint Tenancy)  
STATE OF FLORIDA

COUNTY OF WALTON

THIS INDENTURE, made this 19th day of October in the Year of Our Lord Two

Thousand One ----- between

GENE ARTHUR DAHSE and SHARON R. DAHSE, also known as Sharon Fruchting Dahse

of the County of Walton and State of Florida of the first part, and

THOMAS W. SMITH, SR. and GLORIA D. SMITH

of the County of Beaufort and State of South Carolina of the second part.

WITNESSETH: That said party of the first part for and in consideration of the sum of  
--Ten Dollars and Other Valuable Considerations--  
in and paid, at and before the sealing and delivery of these presents, the receipt of  
which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these  
presents does grant, bargain, sell and convey unto the said parties of the second part  
as joint tenants with right of survivorship as defined and created by Georgia Laws  
1976, pages 1438-1439 (O.C.G.A. Section 44-6-190), the heirs, executors and assigns of  
the survivor, all the following described property, to-wit:  
All that tract or parcel of land lying and being in Land Lot 122 of the 3rd Land  
District of White County, Georgia, containing 1.089 acres, more or less, and being all  
of the 1.089-acre tract delineated on Plat of Survey dated March 26, 1999, revised  
September 25, 2001, prepared for Thomas W. Smith, Sr. and Gloria D. Smith by London  
Land Surveying, Cleveland, Georgia, and Roger N. London, Georgia Registered Land  
Surveyor, recorded in Plat Book 50, page 210, Office of Clerk, Superior Court, White  
County, Georgia. Reference is hereby made to said Plat of Survey and the record  
thereof for a more complete description of said property.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David  
Dalton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office.

Initials: GAD GAD  
Initials: SRD SRD

(Continued on following page)

ALSO SUBJECT TO Covenants and Restrictions set forth in instrument dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-O, pages 621-622, said Clerk's Office, and the Amendment thereto dated October 29, 1981, recorded in Deed Book 5-U, pages 667-688, said Clerk's Office.

ALSO CONVEYED are the necessary rights-of-way for public utilities which shall run along and within the existing 40-foot road easement, as granted and conveyed in Warranty Deed dated March 29, 1983, executed by David Denton and Loye Allen to Dale D. Hoffman, Rose Hoffman, C. Joseph Hoffman and Vicki Hoffman, recorded in Deed Book 6-G, pages 326-327, said Clerk's Office.

SUBJECT TO the 40-foot road easement for Soaring Hawk Trail, as shown on the above referenced Plat of Survey.

SUBJECT TO existing easements for public and private utilities.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part (the Grantees), as joint tenants with the right of survivorship as defined above, the heirs, executors and assigns of the survivor, forever, in Fee Simple.

AND SUBJECT TO the title matters expressly set forth hereinabove, if any, said party of the first part (the Grantor) will warrant and forever defend the right and title to the above described property, against the claims of all persons whomsoever.

With regard to the party of the first part (the Grantor) where the same is more appropriate herein, the singular denotes the plural in number and the masculine denotes the feminine and neuter in gender.

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

Signed, sealed and delivered, as to Gene Arthur Dahse, in the presence of:

Witness Jennifer Dickey

Notary Public Tammy Y. Brown (SEAL) My Commission Expires: 02/03/04

Gene Arthur Dahse (Seal) GENE ARTHUR DAHSE



Signed, sealed and delivered, as to Sharon R. Dahse, in the presence of:

Witness Jennifer Dickey

Notary Public Tammy Y. Brown (SEAL) My Commission Expires: 02/03/04

Sharon R. Dahse (Seal) SHARON R. DAHSE, also known as Sharon Fruchting Dahse



ALAN CRAIG  
059-007

FILED & RECORDED  
DATE: 12/15/2021  
TIME: 1:13PM  
DEED BOOK: 1837  
PAGES: 527-528  
PT-61: 1542021003637  
FILING FEES: \$25.00  
TRANSFER TAX: \$185.00  
Dana M Adams, C.S.C.  
White County, GA

Return Recorded Document to:  
The Law Office of Chad Knott, LLC  
670 East Kyle Street  
Cleveland, GA 30528

**JOINT TENANCY WITH SURVIVORSHIP  
LIMITED  
WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF WHITE

FILE #: 21-415

THIS INDENTURE made this 8th day of December, 2021, between WLC, LLC of the County of Volusia and State of Florida, as party or parties of the first part, hereinafter called Grantor, and Alan Craig and Sheelyn Craig as joint tenants with survivorship and not as tenants in common, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows: BEGINNING at a point in the center of Soaring Hawk Trail, a private road, said point being located by extending a traverse line from the original Land Lot corner between Land Lots 122, 123, 134, and 135 of the 3rd Land District of White County, Georgia, North 64 degrees 44 minutes East 2003.57 feet to a point in the center of Soaring Hawk Trail; thence North 3 degrees 18 minutes 00 seconds West 137.39 feet to the point of Beginning; thence from said point of beginning leaving the center of said Soaring Hawk Trail North 81 degrees 33 minutes 26 seconds East 545.51 feet to an iron pin; thence North 10 degrees 00 minutes 00 seconds West 77.07 feet; thence South 82 degrees 19 minutes West 533.48 feet to a point in the center of Soaring Hawk Trail; thence along and with the center of said Soaring Hawk Trail South 1 degree 44 minutes East 85 feet to the point of beginning. Said tract or parcel of land contains one acre, more or less.

The above-described property is the same property as described in deed book 871, page 378, despite errors in the metes and bounds as set forth in that deed recorded in deed book 871, page 378.

The above-described property is also the same property as that property designated as Tract I, containing 2.003 acres, more or less, and Tract II, containing 0.086 acre, more or less, as shown on that plat of survey recorded in plat book 46, page 58, White County, Georgia deed records, less and except that property containing 1.089 acres, more or less, as shown on that plat of survey recorded in plat book 50, page 210, White County, Georgia deed records. The plats and the record thereof are incorporated herein by reference for a more complete description of the subject property.

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows: BEGINNING at a point in the center of Soaring Hawk Trail, a private road, said point being located by extending a traverse line from the original Land Lot corner between Land Lots 122, 123, 134, and 135 of the 3rd Land District of White County, Georgia, North 64 degrees 44 minutes East 2003.57 feet to a point in the center of Soaring Hawk Trail; thence North 3 degrees 18 minutes 00 seconds West 137.39 feet to the point of Beginning; thence from said point of beginning leaving the center of said Soaring Hawk Trail North 81 degrees 33 minutes 26 seconds East 545.51 feet to an iron pin; thence North 10 degrees 00 minutes 00 seconds West 77.07 feet; thence South 82 degrees 19 minutes West 533.48 feet to a point in the center of Soaring Hawk Trail; thence along and with the center of said Soaring Hawk Trail South 1 degree 44 minutes East 85 feet to the point of beginning. Said tract or parcel of land contains one acre, more or less.



This Deed is given subject to all easements and restrictions of record.

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in **FEE SIMPLE**, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

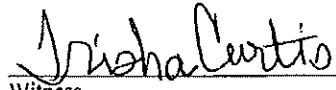
**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

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

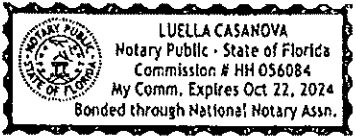
  
\_\_\_\_\_  
(SEAL)

WLC, LLC  
By: Patrick Curtis  
It's: Manager

Signed, sealed, and delivered in presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Notary Public



308

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 84.00  
Date 12-28-98  
Dena Adams  
Clerk of Superior Court

98 DEC 28 PM 1:21

BOOK 567 PAGE 308  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

RETURN TO: 98110087 Cherie Kinney  
ADAMS, ELLARD & FRANKUM, P.C.  
P. O. BOX 42  
CLARKSVILLE, GA 30523  
706-734-2171

**WARRANTY DEED WITH RIGHT OF SURVIVORSHIP**

STATE OF FLORIDA  
COUNTY OF ORANGE

THIS INDENTURE, made this 15th day of December in the Year of Our Lord Nineteen Hundred and Ninety-Eight between CHRISTOPHER DUFFETT of the State of Florida and County of HILLSBOROUGH of the first part, and GENE ARTHUR DAISE, SHARON R. DAISE, WILLIAM E. DAISE AND KIMBERLY DAISE MACDOUGALL of the State of \_\_\_\_\_ and County of \_\_\_\_\_ of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and Other Good and Valuable Considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said parties of the second part as tenants in common, for and during their joint lives, and upon the death of either or them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT or parcel of land lying and being in Land Lot 122 of the 3rd Land District of White County, Georgia and being more particularly described as follows:  
Beginning at the common corner of Land Lots 122, 123, 134 and 135 of the 2nd Land District of White County, Georgia thence North 64° 44' East 2003.57 feet to a point in the center of the 40 foot road easement and the True Point of Beginning; thence along the center of the 40 foot road easement North 3° 18' West 48.82 feet to a point; thence North 3° 18' West 88.57 feet to a point; thence North 1° 42' West 85.00 feet to a point; thence leaving the 40 foot road easement North 82° 19' East 533.40 feet to an iron pin; thence South 70° 00' 570.00 feet to a point; thence South 70° 00' West 142.50 feet to the TRUE POINT OF BEGINNING. Said Tract containing 2.00 acres all in accordance with a plat of survey conducted by Eddis Hood for Dale D. Hoffman, Rose Hoffman, C. Joseph Hoffman and Vicki Hoffman dated December 21, 1982, recorded in the office of the Clerk of Superior Court of White County, Georgia, in Plat Book 17, Page 93.  
TOGETHER WITH necessary rights of ways for public utilities and the rights of ingress and egress along and within the existing 40 foot road easement.

NOTE: The above described property is subject to Restrictive Covenants imposed by an instrument recorded in the office of the Clerk of Superior of White County, Georgia, in Deed Book 5-O, Page 621; and as amended by an instrument recorded in said office in Deed Book 5-U, Page 687.

TO HAVE AND HOLD said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE SAID party of the first part, for his heirs, executors, and administrators, will warrant and forever defend the right and title of the above described property unto the said parties of the second part, as hereinabove provided, against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

Dena Adams  
Witness

Christopher Duffett (SEAL)  
CHRISTOPHER DUFFETT

Marie Wong  
Notary Public  
My commission expires: 06/30/2001  
(Seal Affixed)



DAVID RANKIN

058C 064

eFiled & eRecorded  
DATE: 10/4/2023  
TIME: 2:50 PM  
DEED BOOK: 01908  
PAGE: 00294 - 00295  
RECORDING FEES: \$25.00  
TRANSFER TAX: \$620.00  
PARTICIPANT ID: 2040374787  
CLERK: Dena M. Adams  
White County, GA  
PT61: 154-2023-002453

State of Georgia,  
County of Habersham.

Return to: Weidner Law Firm, LLC  
Post Office Box 2017  
Clarkesville, GA 30523

**WARRANTY DEED**

This INDENTURE, made this 4<sup>TH</sup> day of October in the Year of Our Lord Two Thousand Twenty-  
Three between

**HOWARD T. WHITE and BETH C. WHITE**  
Grantors, of the State of Georgia and County of Forsyth of the first part

and

**GREENBRIAR LEASING LLC**  
Grantee, of the State of Georgia and County of Greene of the second part,

**WITNESSETH:** That the said parties of the first part, for and in consideration of Ten Dollars and Other Valuable Considerations (\$10.00 & O.V.C.), in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors and/or assigns:

All that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot 122 of the 3<sup>RD</sup> Land District of White County, Georgia, containing 1.76 acres, more or less, being shown on plat of survey prepared for Harvey Newman and Tom Newman by Eddie Hood, G.R.L.S., dated December 18, 1984, and recorded in Plat Book 20, page 19, of the White County, Georgia Plat Records, said plat is incorporated herein by reference for a more complete description.

TOGETHER WITH a permanent non-exclusive easement for ingress and egress to and from the above-described property to Highway 17 via the subdivision roads in existence.

eFiled & eRecorded  
DATE: 10/4/2023  
TIME: 2:50 PM  
DEED BOOK: 01908  
PAGE: 00295

**SUBJECT TO Restrictive Covenants recorded in Deed Book 50, page 621, as amended.**

**Subject to all easements, restrictions, reservations, set-backs, and rights-of-way of record or those delineated on the above-referenced plat of survey, if any.**

**This is the same property conveyed to Howard T. White and Beth C. White, by virtue of a Warranty Deed from Daniel Friebus and Laura Friebus, dated April 21, 2016, and recorded in Deed Book 1597, page 531.**

**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its successors and/or assigns, forever, in Fee Simple.

**AND THE SAID** parties of the first part, for themselves and their heirs, executors and administrators, will warrant and forever defend the right and title to the above-described property, unto the said party of the second part, its successors and/or assigns, against the claims of all persons whomsoever.

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

Signed, Sealed and delivered in the presence of:

*Katrina A. Lane*  
\_\_\_\_\_  
Witness

*Howard T. White*  
\_\_\_\_\_  
HOWARD T. WHITE (SEAL)

*James C. Weidner*  
\_\_\_\_\_  
Notary Public

*Beth C. White*  
\_\_\_\_\_  
BETH C. WHITE (SEAL)



RETURN TO:  
Hoyle Law Firm  
16 N. Park Street  
Dahlonega, GA 30533

eFiled & eRecorded  
DATE: 4/21/2021  
TIME: 2:30 PM  
DEED BOOK: 01803  
PAGE: 00038 - 00039  
RECORDING FEES: \$25.00  
TRANSFER TAX: \$22.00  
PARTICIPANT ID: 6654512780  
CLERK: Dena M. Adams  
White County, GA  
PT61: 154-2021-000984

MORALES  
059-029

**LIMITED WARRANTY DEED**

**STATE OF GEORGIA**

**COUNTY OF LUMPKIN**

THIS INDENTURE, Made the 19th day of April, 2021 between Doris H. Clark, as party or parties of the first part, hereinafter called Grantor, and Moises Xavier Morales as party or parties of the second part, hereinafter called Grantee.

**WITNESSETH**

Grantor, for and in consideration of TEN AND 00/100 dollars (\$10.00) received at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto the Grantee the following described property:

---

All that tract or parcel of land, lying and being in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

Beginning in the center of a road at corner common to this property and property of Benny Sims at a point located North 86 degrees 30 minutes East 2303.59 feet from an iron pin at Original Land Lot Corner common to Land Lots Number 122, 123, 134 and 135, said District and County; thence along and with the center and meanderings of said road the following courses and distances: North 64 degrees 43 minutes East 89.25 feet to a point; South 73 degrees 01 minute East 50.44 feet to a point; South 61 degrees 30 minutes East 198.91 feet to a point; South 25 degrees 38 minutes East 67.27 feet to a point; South 25 degrees 38 minutes East 38.21 feet to a point at property of Loye Allen; thence along and with said property of Loye Allen the following courses and distances: South 50 degrees 40 minutes West 60.26 feet to an iron pin; South 57 degrees 04 minutes East 32.06 feet to an iron pin; South 44 degrees 31 minutes West 169.73 feet to an iron pin at property, now or formerly, of Tipton; thence along and with said property, now or formerly, of Tipton, North 63 degrees 32 minutes West 180 feet to an iron pin at property of Benny Sims; thence along and with said property of Benny Sims North 10 degrees 40 minutes West 267.68 feet to a point in the center of a road and Beginning Corner, containing 1.96 acres, all in accordance with Plat of Survey

[CONTINUED ON FOLLOWING PAGE]

eFiled & eRecorded  
DATE: 4/21/2021  
TIME: 2:30 PM  
DEED BOOK: 01803  
PAGE: 00039

conducted by Eddie Hood, County Surveyor, White County, Georgia, for Harvey and Tom Newman, on April 30, 1985, and recorded in Plat Book 22, Page 141, Office of the Clerk, Superior Court, White County, Georgia.

Also conveyed is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

Subject to Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, Pages 617-620, said Clerk's Office.

Also subject to Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, Pages 621-622, said Clerk's Office, and Amendments thereto dated October 29, 1981, recorded in Deed Book 5-U, Pages 687-688, said Clerk's Office.

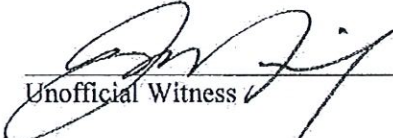
Also conveyed to Grantee herein, for herself, her heirs and assigns, are the necessary rights of ways for public utilities, which shall run along and within the existing 40 foot Road Easement.

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


AND THE SAID Grantor, heirs, executors and administrators, will warrant and forever defend the right and title to the above described property, unto the Grantee, heirs and assigns, against all claims of all persons owning, holding and claiming by through or under the Grantor.


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

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Unofficial Witness

 (SEAL)  
\_\_\_\_\_  
Doris H. Clark

  
\_\_\_\_\_  
Notary Public



Cross Ref:  
 CANC 52/417  
 COVE 1050/150  
 WD 1053/170  
 QCD 1072/481  
 WD 1104/217  
 QCD 1105/1  
 QCD 1120/217  
 QCD 1120/218  
 WD 1120/238  
 WD 1120/239  
 WD 1124/440  
 QCD 1127/220  
 WD 1134/244  
 QCD 1135/274  
 WD 1138/96  
 SD 1138/97  
 QCD 1138/110  
 WD 1141/197  
 QCD 1141/229  
 SD 1162/365  
 WD 1206/78  
 SD 1206/79  
 QCD 1206/351  
 WD 1217/166  
 SD 1217/167  
 QCD 1221/8  
 WD 1222/135  
 QCD 1223/363  
 QCD 1250/343  
 WD 1265/96  
 SD 1265/97  
 WD 1267/264  
 QCD 1268/344  
 QCD 1272/252  
 WD 1279/324  
 SD 1279/326  
 WD 1311/434  
 WD 1313/47  
 SD 1313/49  
 WD 1318/297  
 SD 1318/298  
 WD 1327/132  
 QCD 1327/133  
 COVE 1338/479  
 WD 1346/73  
 QCD 1346/74  
 FCD 1346/113  
 WD 1376/1  
 WD 1376/3  
 QCD 1376/4  
 WD 1376/436  
 WD 1380/77  
 WD 1396/350  
 QCD 1396/355  
 FCD 1399/3  
 WD 1399/86  
 WD 1399/226  
 SD 1399/227  
 QCD 1400/223  
 SD 1400/496  
 WD 1416/254  
 QCD 1421/352  
 WD 1449/352  
 WD 1458/138  
 WD 1462/28  
 WD 1466/588  
 WD 1467/492  
 SD 1467/493  
 QCD 1468/107  
 QCD 1468/464  
 WD 1468/465  
 SD 1468/466  
 WD 1476/145  
 WD 1478/507  
 QCD 1482/151  
 WD 1489/196  
 QCD 1512/333  
 WD 1515/306  
 QCD 1515/307  
 WD 1515/308

MORALES (OLD)

008319

WARRANTY DEED

State of Georgia,      White County

Filed for Record, Georgia  
 Public Trust, Recorder's Office  
 Date 9-15-86 5:00 PM  
 10/1/86  
 10/1/86  
 10/1/86

This Indenture, Made this 15th day of September in the year of our Lord One Thousand, Nine Hundred and Eighty-Six, between

ROY E. BROGDON, JR.      of the first part, and

of the County of White      and State of Georgia

CARROLL CLARK      of the first part, and

of the County of Morgan      and State of Georgia      of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and Other Valuable Considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part his heirs, successors and assigns, all the following described property to wit: All that tract or parcel of land lying and being in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGINNING in the center of a road at corner common to this property and property of Benny Sims at a point located North 86 degrees 30 minutes East 2303.59 feet from an iron pin at Original Land Lot Corner common to Land Lots Number 122, 123, 134 and 135, said District and County; thence along end with the center and meanderings of said road the following courses and distances: North 64 degrees 43 minutes East 89.25 feet to a point; South 73 degrees 01 minute East 30.44 feet to a point; South 61 degrees 30 minutes East 198.91 feet to a point; South 25 degrees 38 minutes East 67.27 feet to a point; South 25 degrees 38 minutes East 38.21 feet to a point at property of Loye Allen; thence along and with said property of Loye Allen the following courses and distances: South 50 degrees 40 minutes West 60.26 feet to an iron pin; South 57 degrees 04 minutes East 32.06 feet to an iron pin; South 44 degrees 31 minutes West 169.73 feet to an iron pin at property, now or formerly, of Tipton; thence along and with said property, now or formerly, of Tipton North 63 degrees 32 minutes West 180 feet to an iron pin at property of Benny Sims; thence along and with said property of Benny Sims North 10 degrees 40 minutes West 267.68 feet to a point in the center of a road and Beginning Corner, containing 1.96 acres, all in accordance with Plat of Survey conducted by Eddie Hood, County Surveyor, White County, Georgia, for Harvey and Tom Newman, on April 30, 1985, and recorded in Plat Book 22, page 141, Office of Clerk, Superior Court, White County, Georgia.

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office.

ALSO SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-622, said Clerk's Office, and Amendments thereto dated October 29, 1981, recorded in Deed Book 5-U, pages 687-688, said Clerk's Office.

ALSO CONVEYED to Grantee herein, for himself, his heirs and assigns, are the necessary rights-of-ways for public utilities, which shall run along and within the existing 40-foot Road Easement.

TO HAVE AND TO HOLD, The said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Carroll Clark, the said party of the second part, his heirs, successors and assigns forever in Fee Simple.

And the said party of the first part, for himself, his heirs, executors and administrators, will warrant and defend the right and title to the above-described property unto the said party of the second part his heirs, successors and assigns, against the claims of all persons whomsoever.

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

Signed, Sealed and Delivered in the presence of:

*Carroll Clark*      *Roy E. Brogdon, Jr.*      (Seal.)  
 Roy E. Brogdon, Jr.      GEORGIA - WHITE County      (Seal.)  
 Notary Public, Georgia State of Large      Filed 10/1/86 by      10/1/86  
 County      Recorder's Office      10/1/86  
 My Commission Expires March 12, 1989      Page 12 of 12

Notarized: 9/15/86

*Christ Jensen*

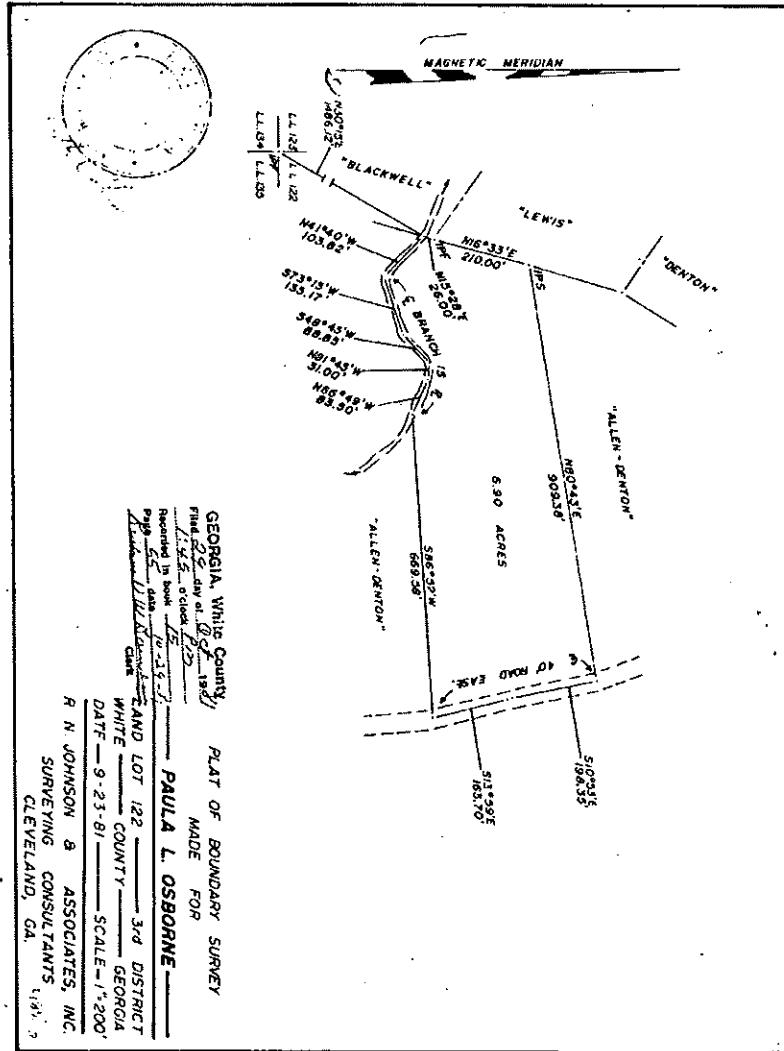
April 24, 2024  
John Sell,

Ran into a problem with the Paula L Osborne property. The deed of record 5U 590-591 does not match the piece of property. Angela down at the courthouse looked it up on the system and agrees with me that this deed does not belong to the piece of property in Yonah Mt Heights. She even looked up the deed in the actual paper book. I have attached a print of the plat boundary survey which includes Paula's name. It is on Spring Hawk Ln and bordered by other LL122 properties that are in our subdivision. The White County land line report list the legal address as LL 122LD3 5U/591 PB 15/55. You can see the 5U/591 which is the second page of this wrong deed. I have attached this deed.

Finally Angela gave up looking and said only a legal researcher could settle this issue. I can't do that. Therefore I ask that you to consider this 6.9 AC vacant lot part of our Yonah Mt Heights subdivision.

John Mitchell





GEORGIA, White County PLAT OF BOUNDARY SURVEY  
 MADE FOR  
**PAULA L. OSBORNE**  
 LAND LOT 122 COUNTY 3-d DISTRICT  
 DATE 9-23-81 SCALE 1"=200'  
 R. N. JOHNSON & ASSOCIATES, INC.  
 SURVEYING CONSULTANTS  
 CLEVELAND, GA.

OSBORNE

WARRANTY DEED—Form 36

CITIZEN PUBLISHING & OFFICE SUPPLY CO. CONYERS



STATE OF GEORGIA,

STANDARD WARRANTY DEED

WHITE

County

THIS INDENTURE, made this 1st day of AUGUST

in the year of our Lord One Thousand Nine Hundred and EIGHTY-ONE

Between MARGARET HAWES of the State of GEORGIA and County of WHITE and ROBIN SHARON LVEY of the State of GEORGIA and County of GWINNETT

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATIONS DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, HER heirs and assigns, all that tract and parcel of land lying and being in Land Lot 108 of the 2nd Land District of White County, Georgia,

designated as Lot B on a compiled survey made by R.A. Hathaway and Associates, Registered Land Surveyor, Cleveland, Georgia, dated April 5, 1973, recorded in Plat Book 7, page 55, Office of Clerk, Superior Court, White County, Georgia, and being a re-subdivision of Tracts 4 and 5 as shown on a Plat of Survey of the property of B. E. Sims conducted by Hubert Lovell, Registered Land Surveyor, dated September 8, 1971, recorded in Plat Book 6, page 41, Office of Clerk, Superior, White County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the District Line between the 2nd and 3rd Land Districts, said County, said point being located South 89 degrees 55 minutes West 861 feet, more less, from the Northeast corner of Land Lot 108, 2nd Land District, White County, Georgia; thence South 06 degrees 40 minutes East 491 feet to a point in the center of a 40-foot road; thence North 74 degrees 41 minutes West 136.5 feet to a point in the center of said road, thence North 86 degrees 18 minutes West 74.5 feet to a point in the center of said road; thence North 04 degrees 07 minutes West 450.7 feet to a point on the District Line between the 2nd and 3rd Land Districts, said County; thence North 89 degrees 55 minutes East 69.3 feet to a point and the POINT OF BEGINNING. Said tract containing three (3.0) acres, more or less.

ALSO CONVEYED: A 1/20th undivided interest in and to all that tract or parcel of land lying and being in Land Lot 108 of the 2nd Land District of White County, Georgia, being known and designated as Tract 11 of the Surveying Plat of the Property of B.E. Sims made by Hubert Lovall, Registered Land Surveyor, R.S., on the date of September 8, 1971 and being more particularly described as follows:

BEGINNING at a most Southerly corner of the tract hereby conveyed, the same being an iron pin corner on the North right-of-way of a 40-foot road and a corner common with Tract 2 of the survey referred to above and running thence the right-of-way of said 40-foot road the following courses and distances; North 72 degrees 38 minutes West 75.9 feet to a corner; thence North 48 degrees 36 minutes West 24.3 feet to a corner; thence North 57 degrees 21 minutes West 145.4 feet to a corner; thence North 56 degrees 19 minutes East 365.6 feet to a corner; thence South 58 degrees 03 minutes East 69 feet to Sweet Gum corner; thence South 52 degrees 23 minutes East 143.7 feet to Pine corner; thence South 34 degrees 16 minutes West 359 feet to the Beginning Corner, containing 2.31 acres, more or less.

NOTE: This Deed is made subject to protective covenants recorded in Deed Book 3-S, page 439, said Clerk's Office.

ALSO CONVEYED is the right of ingress and egress over the 40-foot road shown on said Hubert Lovell Plat of Survey dated September 8, 1971.

The above described property is the same property described and conveyed in Warranty Deed dated April 14, 1973, executed by Barry L. Fischer and Darlene Fischer to Bill Ricker and Penny Ricker and recorded in Deed Book, page, Office of Clerk, Superior Court, White County, Georgia.

White County, Georgia
Local State Income Tax
Paid \$
Date

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of the said party of the second part, her heirs and assigns forever, IN FEE SIMPLE.

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

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

Signed, sealed and delivered in the presence of

William B. Linder } Margaret Humes (Seal)
MARGARET HAWES (Seal)
Clerk of Superior Court, Dec. 7, 1951 (Seal)
(Seal)

WARRANTY DEED

FROM MARGARET HAWES

TO ROBIN SHARON IVEY

GEORGIA, Spalding County, Clerk's Office Superior Court
Filed for Record at 6:00 clock P. M.
10-21, 1951
Recorded Book 56, Folio 570-71
10-21, 1951
Margaret Humes, Clerk

STANDARD WARRANTY DEED
CITIZEN PUBLISHING & OFFICE SUPPLY CO. - CONVERS

Map & Parcel  
058C 043

Roy + Lisa ~~JOHNSON~~  
~~Broddon~~

FILED & RECORDED  
DATE: 1/10/2020  
TIME: 09:58AM  
DEED BOOK: 1739  
PAGES: 390-393  
FILING FEES: \$25.00  
Dena M Adams, C.S.C.  
White County, GA



PLEASE RETURN TO:  
CARL S. FREE  
ATTORNEY AT LAW  
P.O. BOX 884  
CLEVELAND, GA 30528  
FILE # 19-438

**AFFIDAVIT OF FACTS AFFECTING TITLE**

STATE OF GEORGIA  
COUNTY OF WHITE

In Re: Warranty Deed with Right of Survivorship from Roy E. Brogdon, Jr., to Roy Edsel Brogdon, Sr., and Ramona Marett Brogdon recorded November 1, 1989 in Deed Book 231, Pages 183-184, Office of the Clerk of Superior Court of White County, Georgia.

BEFORE ME, the undersigned Notary Public in and for said State and County, came the undersigned Affiant, who being duly sworn, deposes and says under oath that the following is relevant and material as to the ownership of said property.

1.

The undersigned affiant is the son of Roy E. Brogdon, Sr., and is personally familiar with the facts and averments as contained herein.

2.

That Roy Edsel Brogdon, Sr., a resident of White County, Georgia, died on April 4, 2017. A copy of the Certificate of Death of Roy Edsel Brogdon, Sr., is attached hereto as Exhibit "A."

3.

That, at the time of his death, Roy Edsel Brogdon, Sr., owned the subject property jointly with Ramona Marett Brogdon and that, pursuant to the survivorship provisions of the above-referenced Warranty Deed, title in said property vested in Ramona Marett Brogdon upon his death.

4.

Affiant makes the above "Affidavit of Facts Affecting Title" pursuant to O.C.G.A. § 44-2-20 under oath, as relevant to the ownership of the above-described property, with the knowledge that it will be relied upon by attorneys, lenders and title insurance companies in the course of business. The Clerk of Superior Court of White County, Georgia, is asked to make a notation of the above upon the deed records of White County, Georgia.

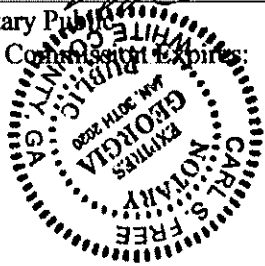
This 8th day of January, 2020.

Sworn to and subscribed before me:

*Kim Campbell*  
Witness

*Roy E. Brogdon, Jr.* (SEAL)  
Roy E. Brogdon, Jr., Affiant

Notary Public  
My Commission Expires: \_\_\_\_\_



GEORGIA DEATH CERTIFICATE



State File Number 2017GA000019002

1. DECEDENT'S LEGAL FULL NAME (First, Middle, Last) <b>ROY EISEL BROGDON SR</b>		1a. IF FEMALE, ENTER LAST NAME AT BIRTH		2. SEX <b>MALE</b>	2a. DATE OF DEATH (Mo., Day, Year) <b>ACTUAL DATE OF DEATH 04/04/2017</b>
3. SOCIAL SECURITY NUMBER <b>████████-3263</b>	4a. AGE (Years) <b>88</b>	4b. UNDER 1 YEAR Mo. Days	4c. UNDER 1 DAY Hours Mins.	5. DATE OF BIRTH (Mo., Day, Year)	
6. BIRTHPLACE <b>GEORGIA</b>	7a. RESIDENCE - STATE <b>GEORGIA</b>	7b. COUNTY <b>GLYNN</b>	7c. CITY, TOWN <b>BRUNSWICK</b>		8. ARMED FORCES? <b>NO</b>
7d. STREET AND NUMBER <b>201 NORWICH STREET</b>	7e. ZIP CODE <b>31520</b>		7f. INSIDE CITY LIMITS? <b>YES</b>	8b. KIND OF INDUSTRY OR BUSINESS <b>COUNTY GOVERNMENT</b>	
8a. USUAL OCCUPATION <b>CIVIL ENGINEER</b>	9. MARITAL STATUS <b>MARRIED</b>		10. SPOUSE NAME <b>RAMONA MARETT</b>		11. FATHER'S FULL NAME (First, Middle, Last) <b>JOHN D BROGDON</b>
12. MOTHER'S MAIDEN NAME (First, Middle, Last) <b>GERTIE MOORE</b>	13a. INFORMANT'S NAME (First, Middle, Last) <b>RAMONA M BROGDON</b>		13b. RELATIONSHIP TO DECEDENT <b>WIFE</b>		
13c. MAILING ADDRESS <b>201 NORWICH STREET BRUNSWICK GEORGIA 31520</b>		14. DECEDENT'S EDUCATION <b>DOCTORATE DEGREE</b>			
15. ORIGIN OF DECEDENT (Italian, Mex., French, English, etc.) <b>NO, NOT SPANISH/HISPANIC/LATINO</b>		16. DECEDENT'S RACE (White, Black, American Indian, etc.) (Specify) <b>WHITE</b>			
17a. IF DEATH OCCURRED IN HOSPITAL		17b. IF DEATH OCCURRED OTHER THAN HOSPITAL (Specify) <b>HOSPICE FACILITY</b>			
18. HOSPITAL OR OTHER INSTITUTION NAME (If not in either give street and no.) <b>HOSPICE OF GOLDEN ISLES</b>		19. CITY, TOWN or LOCATION OF DEATH <b>BRUNSWICK</b>		20. COUNTY OF DEATH <b>GLYNN</b>	
21. METHOD OF DISPOSITION (specify) <b>BURIAL</b>		22. PLACE OF DISPOSITION <b>NEW GRIFFIN CHURCH CEMETERY CO RD 253 NEW GRIFFIN CHURCH ROAD ALAPAHUA GEORGIA 31822</b>		23. DISPOSITION DATE (Mo., Day, Year) <b>04/07/2017</b>	
24a. EMBALMER'S NAME <b>JANA INGLES</b>	24b. EMBALMER LICENSE NO. <b>5048</b>	25. FUNERAL HOME NAME <b>EDO MILLER AND SONS FUNERAL HOME</b>			
25a. FUNERAL HOME ADDRESS <b>3321 GLYNN AVENUE BRUNSWICK GEORGIA 31520</b>		26a. SIGNATURE OF FUNERAL DIRECTOR <b>JASON FOSKEY</b>			
27. DATE PRONOUNCED DEAD (Mo., Day, Year) <b>04/04/2017</b>		28. HOUR PRONOUNCED DEAD <b>09:37 AM</b>		26b. FUN. DIR. LICENSE NO. AMENDMENTS <b>5470</b>	
29a. PRONOUNCER'S NAME <b>PEGGY L GRAVERSON</b>		29b. LICENSE NUMBER <b>085104</b>		29c. DATE SIGNED <b>04/04/2017</b>	
30. TIME OF DEATH <b>09:37 AM</b>		31. WAS CASE REFERRED TO MEDICAL EXAMINER <b>NO</b>			
32. Part I. Enter the chain of events, diseases, injuries, or complications that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.		Approximate interval between onset and death			
IMMEDIATE CAUSE (Final disease or condition resulting in death)		A. <b>MULTI ORGAN SYSTEM FAILURE</b>		DAYS	
		B. <b>ADVANCED STAGE DEMENTIA</b>		WEEKS-MONTHS	
		C. <b>ALZHEIMER'S DISEASE</b>		YEARS	
		D.			
Part II. Enter significant conditions contributing to death but not related to cause given in Part I.A. If female, indicate if pregnant or birth occurred within 90 days of death.		33. WAS AUTOPSY PERFORMED? <b>NO</b>		34. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?	
35. TOBACCO USE CONTRIBUTED TO DEATH <b>NO</b>		36. IF FEMALE (range 10-54) PREGNANT <b>NOT APPLICABLE</b>		37. ACCIDENT, SUICIDE, HOMICIDE, UNDETERMINED (Specify) <b>NATURAL</b>	
38. DATE OF INJURY (Mo., Day, Year)		39. TIME OF INJURY		40. PLACE OF INJURY (Home, Farm, Street, Factory, Office, Etc.) (Specify)	
41. INJURY AT WORK? (Yes or No)		42. LOCATION OF INJURY (Street, Apartment Number, City or Town, State, Zip, County)			
43. DESCRIBE HOW INJURY OCCURRED		44. IF TRANSPORTATION INJURY			
45. To the best of my knowledge death occurred at the time, date and place and due to the cause(s) stated. Medical Certifier (Name, Title, License No.) <b>JOHN E SHANER, MD, 65178</b>		46. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated. Medical Examiner/Coroner (Name, Title, License No.)			
45a. DATE SIGNED (Mo., Day, Year) <b>04/06/2017</b>		45b. HOUR OF DEATH <b>09:37 AM</b>		46a. DATE SIGNED (Mo., Day, Year)	
46b. HOUR OF DEATH		47. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH <b>JOHN E SHANER 1592 GLYNCO PARKWAY BRUNSWICK GEORGIA 31525</b>			
48. REGISTRAR (Signature) <b>/S/ DONNA L. MOORE</b>		49. DATE FILED - REGISTRAR (Mo., Day, Year) <b>04/06/2017</b>			

THIS IS TO CERTIFY THAT THIS IS A TRUE REPRODUCTION OF THE ORIGINAL RECORD ON FILE WITH THE STATE OFFICE OF VITAL RECORDS, GEORGIA DEPARTMENT OF PUBLIC HEALTH. THIS CERTIFIED COPY IS ISSUED UNDER THE AUTHORITY OF CHAPTER 31-10, CODE OF GEORGIA, AND 511-1-3 DPH RULES AND REGULATIONS.



STATE REGISTRAR AND CUSTODIAN  
GEORGIA STATE OFFICE OF VITAL RECORDS

County Custodian:   
Issued by:   
Date issued: APR 06 2017

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VOID IF ALTERED OR COPIED

54

BROGDON (OOD)

WARRANTY DEED

693

REC-5 PH 4-53  
BOOK 364 PAGE 54  
CAROL ANN WHITE COUNTY CLERK

State of Georgia, WHITE County

This Indenture, Made this 3rd day of February in the year of our Lord One Thousand, Nine Hundred and Ninety-Three, between TED W. GIBSON of the County of and State of Georgia, of the first part, and ROY E. BROGDON, SR. and RAMONA MARETT BROGDON of the County of White and State of Georgia, of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of----- Ten Dollars and Other Valuable Considerations-----, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part his heirs, successors and assigns, all the following described property to wit: All that tract or parcel of land lying and being in Land Lot Number 122 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGINNING at a point in the center of a 40 foot road easement at property, now or formerly, of Paula L. Osborne; thence along and with the center of said road easement in a Southerly direction 137.34 feet, more or less, to a point at property, now or formerly, of Roy Edsel Brogdon, Sr.; thence leaving the center of said road easement and along with said property of Roy Edsel Brogdon, Sr. the following two courses and distances: South 82 degrees 05 minutes West 250.00 feet, more or less, to a point; South 01 degrees 42 minutes East 174.24 feet, more or less, to a point; thence South 82 degrees 05 minutes West 246.83 feet, more or less, to an iron pin in the center of a branch; thence along and with the center of said branch in a Northwesterly direction 414.21 feet, more or less, to a point at property, now or formerly of Paula L. Osborne; thence leaving the center of said branch and along with said property of Osborne North 86 degrees 52 minutes East 669.58 feet, more or less, to a point in the center of a 40 foot road easement and the POINT OF BEGINNING, containing 3.26 acres, more or less, all in accordance with Plat of Survey dated April 29, 1992 compiled for Roy E. Brogdon, Jr. et al by Eddie Hood, County Surveyor, White County, Georgia.

ALSO CONVEYED is the unobstructed and non-exclusive right of ingress and egress over property, now or formerly, of Allen running from the East side of Highway Number 75 via subdivision roads in existence or to be built to reach property herein conveyed.

SUBJECT TO Agreement as to Roadways dated September 19, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 617-620, said Clerk's Office.

ALSO SUBJECT TO Covenants and Restrictions dated September 13, 1980, executed by David Denton and Loye Allen, recorded in Deed Book 5-0, pages 621-620, said Clerk's Office, and Amendment thereto dated October 29, 1981, recorded in Deed Book 5-U, pages 687-688, said Clerk's Office.

ALSO CONVEYED are the necessary rights-of-way for public utilities, which shall run along and within the existing 40-foot road easement.

TO HAVE AND TO HOLD, The said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of Roy E. Brogdon, Sr. and Ramona Marett Brogdon the said party of the second part, his heirs, successors and assigns forever in Fee Simple.

And the said party of the first part, for himself/ his heirs, executors and administrators, will warrant and forever defend the right and title to the above-described property unto the said party of the second part his heirs, successors and assigns, against the claims of all persons whomsoever.

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

Signed, Sealed and Delivered in the presence of:

WITNESSES: [Signatures]

NOTARY PUBLIC Notary Public, White County, Georgia My Commission Expires Aug 25, 1993

[Signature] (Seal)  
TED W. GIBSON (Seal)

White County, Georgia Real Estate Transfer Tax Paid \$ 230 Date 2-5-93



NICE SERBA

LOT 4A

Parcel Id. No. 059006A

059-006A

FILED & RECORDED  
DATE: 10/4/2021  
TIME: 11:20AM  
DEED BOOK: 1827  
PAGES: 652-653  
FT-61: 1542021002826  
FILING FEES: \$25.00  
TRANSFER TAX: \$.00  
Dena M Adams, C.S.C.  
White County, GA

STATE OF GEORGIA

COUNTY OF DEKALB

After recording please return to:  
Deming, Parker, Hoffman,  
Campbell & Daly, LLC  
2200 Century Pkwy NE, Ste. 800  
Atlanta, Georgia 30345  
*(no title work performed)*

**QUITCLAIM DEED**

THIS INDENTURE, made the 23<sup>rd</sup> day of September, 2021, between John Nicholas Serba, Gayle G. Serba, and New Biz LLC ("Grantors") as party of the first part, and John Nicholas Serba and Gayle G. Serba as Joint Tenants with Rights of Survivorship, not as Tenants in Common, ("Grantees") as party of the second part, the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits:

WITNESSETH that: Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, by these presents hereby does grant, bargain, sell, alien, convey, confirm, remise and enfeoff unto the said Grantees and their heirs all the right, title and interest which the said Grantors have or may have had in and to the real estate particularly described as:

**ALL THAT TRACT OR PARCEL OF LAND BEING AND BEING IN LAND LOT 122, 3<sup>RD</sup> DISTRICT, WHITE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT 2 OF PLAT OF SURVEY FOR FRANK GRIFFIN RECORDED IN PLAT BOOK 59, PAGE 29, WHITE COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.**

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

*(Signatures on following page)*

IN WITNESS WHEREOF, Grantors have signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in the presence of:

John Nicholas Serba  
John Nicholas Serba, Grantor

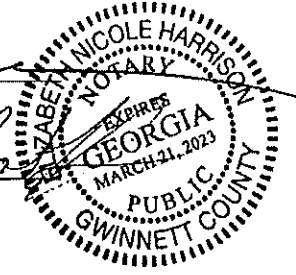
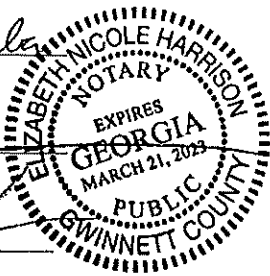
Gayle G. Serba  
Gayle G. Serba, Grantor

Amanda Grace  
Unofficial Witness

Amanda Grace  
Unofficial Witness

Elizabeth Nicole Harrison  
Notary Public

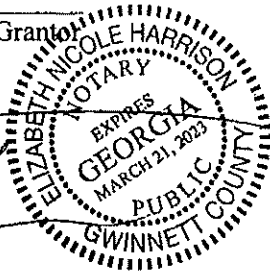
Elizabeth Nicole Harrison  
Notary Public



John Nicholas Serba  
John Nicholas Serba for New Biz, LLC, Grantor  
Member-Manager

Amanda Grace  
Unofficial Witness

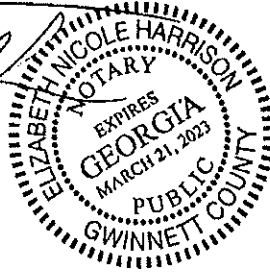
Elizabeth Nicole Harrison  
Notary Public



Gayle G. Serba  
Gayle G. Serba for New Biz LLC, Grantor  
Secretary

Amanda Grace  
Unofficial Witness

Elizabeth Nicole Harrison  
Notary Public



SERBA (OLD)

White County, Georgia  
Real Estate Transfer Tax  
Paid \$ 88.00  
Date 7-11-2005  
Dena M. Adams  
Clerk of Superior Court  
154-2005-002047

2005 JUL 11 PM 3:38  
BOOK 1035 PAGE 415  
DENA M. ADAMS, CLERK  
WHITE COUNTY, GA

Return Recorded Document to:  
THE SOUTHERN LAW GROUP, LLC.  
5491 ROSWELL RD., BLDG A, 2ND FLOOR  
ATLANTA, GEORGIA 30342

WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF FULTON

File #: 05-838

This Indenture made this 17th day of June, 2005 between FRANKLIN D. GRIFFIN and MYRTICE W. GRIFFIN, of the County of Cobb, state of Georgia, as party or parties of the first part, hereinafter called Grantor, and NEW BIZ, LLC, A GEORGIA LIMITED LIABILITY COMPANY, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT TRACT OR PARCEL OF LAND BEING AND BEING IN LAND LOT 122, 3RD DISTRICT, WHITE COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS TRACT 2 OF PLAT OF SURVEY FOR FRANK GRIFFIN RECORDED IN PLAT BOOK 59, PAGE 29, WHITE COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

ALSO CONVEYED IS THE UNOBSTRUCTED RIGHT OF INGRESS AND EGRESS OVER AND THROUGH PROPERTY, NOW OR FORMERLY, OF DENTON, VIA EXISTING ROADS OR DRIVES AND ROADS OR DRIVES TO BE BUILT IN THE FUTURE, RUNNING FROM THE EASTERLY RIGHT-OF-WAY OF GEORGIA STATE HIGHWAY NUMBER 75 TO PROPERTY HEREIN CONVEYED. SAID RIGHT SHALL NOT BE DEFEATED FOR LACK OF USE OR MAINTENANCE BUT SHALL BE A COVENANT RUNNING WITH THE LAND.

SUBJECT TO THE UNOBSTRUCTED RIGHT OF INGRESS AND EGRESS OVER AND THROUGH THE ABOVE-DESCRIBED PROPERTY, VIA EXISTING ROADS OR DRIVES AND ROADS OR DRIVES TO BE BUILT IN THE FUTURE, TO PROPERTY, NOW OR FORMERLY, OF DENTON. SAID RIGHT SHALL NOT BE DEFEATED FOR LACK OF USE OR MAINTENANCE BUT SHALL BE A COVENANT RUNNING WITH THE LAND.

ALSO SUBJECT TO THE NECESSARY RIGHTS-OF-WAYS OVER AND THROUGH THE ABOVE-DESCRIBED PROPERTY, ALONG EXISTING ROADS OR DRIVES AND ROADS OR DRIVES TO BE BUILT IN THE FUTURE, FOR PUBLIC UTILITIES, WHICH IN THE FUTURE MAY BE NECESSARY TO SERVE THE ADJOINING PROPERTY, NOW OR FORMERLY, OF DENTON, INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR PUBLIC UTILITIES OVER AND THROUGH THE ABOVE-DESCRIBED PROPERTY. SAID RIGHT SHALL NOT BE DEFEATED FOR LACK OF USE OR MAINTENANCE BUT SHALL BE A COVENANT RUNNING WITH THE LAND.

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

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

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

Signed, sealed and delivered in the presence of:

*Ginger Allen*  
Witness

*Dianne Pyles*  
Notary Public

*Franklin D. Griffin* (Seal)  
FRANKLIN D. GRIFFIN

*Myrtice W. Griffin* (Seal)  
MYRTICE W. GRIFFIN



STATE OF GEORGIA

COUNTY OF WHITE

COVENANTS AND RESTRICTIONS ON REAL PROPERTY

Now comes David Denton and Loye Allen of White County, Georgia and herewith files, records, and declares these conditions and limitations of usage and covenants to hereafter apply to the following real property:

All that tract or parcel of land lying and being in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia and being more particularly described in a certain Warranty Deed dated 20 May 1980 from David Denton to Loye Allen which is recorded in the Office of the Clerk of Superior Court of White County, Georgia in Deed Book 5-0, Pages 246-248.

David Denton and Loye Allen are the present owners in fee simple of the above described property. The 154.80 acres, more or less, is being subdivided and sold by the owners. The hereafter conditions, provisions, covenances, and restrictions shall hereafter apply to said property. All of said above described real property hereafter sold by David Denton and Loye Allen shall be sold and conveyed SUBJECT TO the following provisions and limitations:

1. No concrete block houses shall be constructed on said property unless said block work is stuccoed.
2. No offensive animals shall be allowed on said property. This pertains mostly to swine which could cause an offensive odor and unsightly conditions to neighbors.
3. No mobile homes shall be allowed on said property.
4. All property owners excepting those with highway frontage shall be members of the Mt. Yonah Heights Road Owners Association and shall comply with the terms of the association by-laws and requirements.
5. No garbage dumps shall be allowed on said property.
6. No building shall be constructed on the site of any landowner's lot so as to have any part of the building closer than ten (10) feet of the adjoining property owner's land line.

These covenants and restrictions are hereby made applicable to said  
real property, declared and recorded this 13th day of September, 1980.

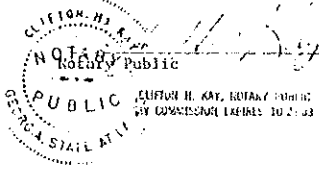
Witnesseth our hand and seals this 13th day of September, 1980.

*David Denton*  
\_\_\_\_\_  
David Denton

*Loye Allen*  
\_\_\_\_\_  
Loye Allen

Signed, sealed, and  
delivered in the presence  
of:

*Clifford H. Kay*  
\_\_\_\_\_  
*Clifford H. Kay*  
\_\_\_\_\_



GEORGIA, White County  
Filed 3 day of Sept, 1980  
11:32 o'clock 1:07  
Recorded in book 222  
Page 622 Date 10-7-82  
*Clifford H. Kay*  
Clerk

STATE OF GEORGIA  
 COUNTY OF WHITE

AMENDMENT TO COVENANTS AND RESTRICTIONS ON IDEAL PROPERTY

Now comes David Denton and Loye Allen of White County, Georgia, and herewith file, record, and declare this Amendment to the Conditions and limitations of covenants heretofore entered into and applying to the following real property:

All that tract or parcel of land lying and being in Land Lots Number 122 and 145 of the 3rd Land District of White County, Georgia and being more particularly described in a certain Warranty Deed dated May 20, 1980, from David Denton to Loye Allen which is recorded in the Office of the Clerk of Superior Court of White County, Georgia, in Deed Book 5-0, Pages 246-248.

David Denton and Loye Allen are the present owners in fee simple of the above-described property. The 154.80 acres, more or less, is being subdivided and sold by the owners. On September 13, 1980, David Denton and Loye Allen filed the original covenants and restrictions on the above identified real property. Said covenants and restrictions are recorded in the deed records of White County, Georgia, in Deed Book 5-0, Pages 621-622, Office of the Clerk of the Superior Court of White County, Georgia. The following additional conditions, covenants and restrictions shall be added to the original six (6) conditions involving said real property. The hereinafter identified additional covenants and restrictions shall apply to all property hereafter subdivided and sold in said original subdivision. Said conditions, covenants, and restrictions shall apply to the original property owners, their future heirs, transferees and assigns. The following provision is identified as amendment no. 1:

1. No dwelling house shall be constructed on the subject real property with less than 1200 square feet of habitable floor space.

This Amendment to the Covenants and Restrictions  
is hereby made applicable to said real property, declared  
and recorded this 22<sup>nd</sup> day of \_\_\_\_\_ 1981.

Witnesseth our hands and seals this 15th day of  
October, 1981.

*David Denton*  
\_\_\_\_\_  
DAVID DENTON

*John Allen*  
\_\_\_\_\_  
JOHN ALLEN

Signed, sealed, and delivered  
in the presence of:

*[Signature]*  
\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

CLERK, White County  
Filed \_\_\_\_\_ day of \_\_\_\_\_ 1981  
at \_\_\_\_\_  
by *[Signature]*  
\_\_\_\_\_

246

# Deed of Property

## WARRANTY DEED

### Pioneer National Title Insurance Company

ATLANTA, GEORGIA

STATE OF GEORGIA

COUNTY WHITE

## WARRANTY DEED

THIS DEED, made this 20th day of May in the

Year of Our Lord One Thousand Nine Hundred Eight (1980)

between David Denton ("Grantor") of

the State of Georgia and County of \_\_\_\_\_, and

Loye Allen ("Grantee") of the State of

Georgia and county of White, (the terms

Grantor and Grantee to include their respective heirs, successors and assigns where the context hereof requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS

### AND OTHER VALUABLE CONSIDERATIONS

and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto Grantee, the following described real property, to wit: a one-half (1/2) undivided interest in all that tract or parcel of land lying and being in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot Number 122 and corners common to Land Lots Number 121, 104, and 103, said District and County; thence along and with the East Original Line of said Lot number 122 first, and 135 next, South 00 degrees 51 minutes West 3536.5 feet to a concrete monument at property of Chambers; thence along and with said property of Chambers the following courses and distances: North 80 degrees 21 minutes West 862 feet to a point; North 09 degrees 25 minutes West 49.3 feet to a point; North 20 degrees 56 minutes West 72 feet to a point; North 60 degrees 22 minutes West 75 feet to a point; North 69 degrees 36 minutes West 215.9 feet to a point; South 83 degrees 23 minutes West 65 feet to a point; North 78 degrees 47 minutes West 85 feet to a point; North 71 degrees 39 minutes West 512.7 feet to a point on the Original Line running East and West between said Lots Number 122 and 135; thence along and with said Original Line North 89 degrees 59 minutes West 638.3 feet to a point in the center of a road; thence along and with the center and meanderings of said road the following courses and distances: South 37 degrees 38 minutes West 50 feet to a point; South 70 degrees 28 minutes West 115 feet to a point; South 80 degrees 27 minutes West 65 feet to a point; North 83 degrees 01 minutes West 326.4 feet to a point; North 87 degrees 40 minutes West 109.1 feet to a point; South 57 degrees 53 minutes West 146.8 feet to a point in center of said road where same is intersected by the West Original Line of said Lot Number 135; thence along and with said West Original Line North 123 feet to a point at corners common to Land Lots Number 134, 135, 122 and 123, said District and County, and at property of Denton; thence along and with said property of Denton North 49 degrees 22 minutes East 287.3 feet to an iron pin at property now or formerly of Craven; thence along and with said property of Craven North 37 degrees 41 minutes East 420 feet to an iron pin at property, now or formerly, of Hulsey; thence along and with said property of Hulsey North 23 degrees 35 minutes East 420 feet to an iron pin at property, now or formerly of Blackwell; thence along and with said property of Blackwell North 15 degrees 23 minutes East 420 feet to an iron pin at property now or formerly of Behn & Lewis; thence along and with said property of Behn & Lewis North 16 degrees 28 minutes East 420 feet to an iron pin at property now or formerly of Denton; thence along and with said property of Denton North 33 degrees 56 minutes East 420 feet to an iron pin at property now or formerly of Turner; thence along and with said property of Turner the following two courses and distances: North 49 degrees 23 minutes East 420 feet to an iron pin; North 55 degrees 55 minutes West 140 feet to an iron pin; thence North 70 degrees 24 minutes East 500 feet to an iron pin; thence North 46 degrees 31 minutes West 720 feet to an iron pin; thence South 88 degrees 49 minutes East 354.4 feet to an iron pin; thence South 87 degrees 23 minutes East 1624.6 feet to a rock at corners common to Land Lots 103, 104, 121, & 122, said District and County, & Beginning Corner containing 174.9 acres, more or less, all in accordance with plat of survey conducted by Henry Grady Jarrard, Registered Land Surveyor, Gainesville, Ga. for David Denton and Reginald Denton, April 1973, & revised January 31, 1974 & recorded in Plat Book 8 page 53 Office of the Clerk, Superior Court, White County, Georgia. This sale will be by the tract and not by the acre.

(CONTINUED ON ATTACHMENT "A" ATTACHED HERETO AND MADE A PART HEREOF)



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

AND, SUBJECT TO the title matters expressly set forth hereinabove, if any, Grantor will warrant and forever defend the right and title to the above-described tract or parcel of land unto the Grantee against the claims of all persons whomsoever.

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


Signed, sealed and delivered in the presence of:

*Clayton H. King* (SEAL)  
 Unofficial Witness

*David Denton* (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL)

*Clayton H. King*  
 Notary Public  
 My Commission Expires 10-1-83

NOTARY PUBLIC  
 GEORGIA STATE AT LARGE

<b>WARRANTY DEED</b>	
FROM	TO
GEORGIA, _____ County.	
Clerk's Office, Superior Court.	
Filed for Record at _____ o'clock _____ M.	
Recorded in Deed Book _____	
Folio _____	
_____ Clerk.	
 <b>PIONEER NATIONAL TITLE INSURANCE</b> <small>A TITLE COMPANY</small>	

ATTACHMENT "A"

(ATTACHED HERETO AND MADE A PART HEREOF THAT CERTAIN WARRANTY DEED DATED MAY 20, 1980, FROM DAVID DENTON TO LOVE FOR ONE-HALF UNDIVIDED INTEREST IN LAND LOTS 122 and 135 OF THE 3rd LAND DISTRICT OF WHITE COUNTY, GEORGIA)

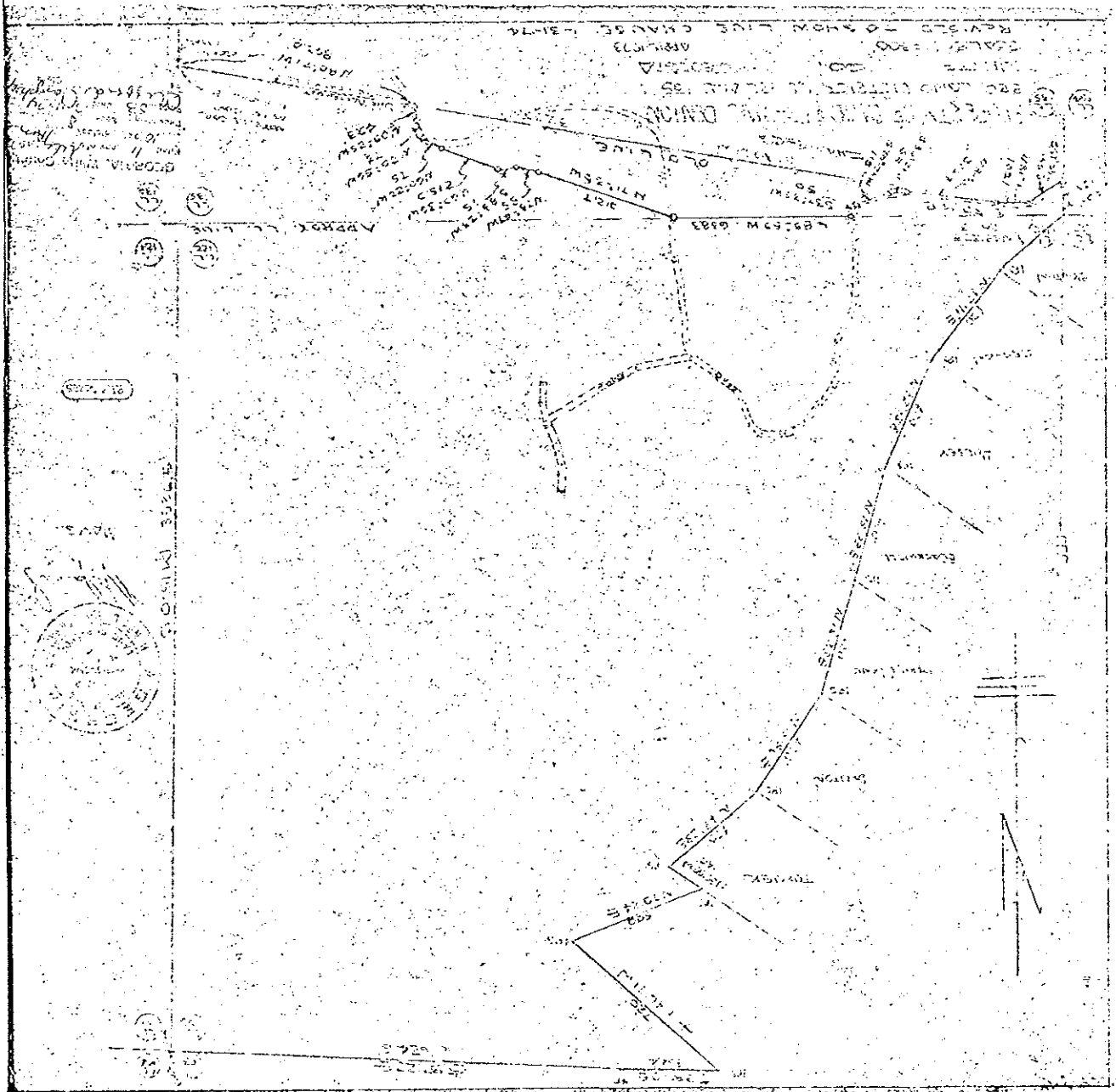
Less, 12.5 acres, described and conveyed in Warranty Deed dated July 5, 1974 executed by Reginald Denton and David Denton to John A. Carroll, Sr., and Tony Tipton, recorded in Deed Book 4-D, Page 284, Office of the Clerk of Superior Court, White County, Georgia.

ALSO LESS, 1.8 acres, described and conveyed in Warranty Deed dated July 5, 1980 executed by Reginald Denton and David Denton to Tony Tipton, recorded in Deed Book 4-D Page 289-290, Office of Clerk of Superior Court of White County, Georgia.

This property is subject to an unsatisfied Deed to Secure Debt dated February 26, 1972, executed by Reginald Denton and David Denton to Billy Denton, recorded in White County, Georgia, Office of the Clerk of Superior Court in Deed Book 3-Q Page 471-472.

ALSO LESS AND EXCEPT 5.8 acres, more or less, described in a QuitClaim Deed dated August 25, 1977, naming the First National Bank of Habersham County as grantor and Reginald Denton and David Denton as grantees and recorded in White County, Georgia Deed Book 4-V, Page 495.

# Plat of Property



# Road Agreement

A G R E E M E N T

WHEREAS the parties hereto desire to form an Association of Roadowners owning Land in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia and being more particularly described in a certain Warranty Deed dated 20 May 1980 from David Denton to Loye Allen which is recorded in the Office of the Clerk of Superior Court of White County, Georgia in Deed Book 5-0, Pages 246-248, for the purposes of maintaining, repairing and/or improving existing private roads or future such roads built in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia.

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the mutual benefits to be derived from the association herein after established we, the undersigned, do hereby contract, agree, pledge, understand and establish the following:

1.

An association of all the roadowners in the tract of land identified in a certain Warranty Deed recorded in Deed Book 5-0, Pages 246-248, of the Office of the Clerk of Superior Court of White County, Georgia and being located in Land Lots No. 122 and 135 of the 3rd Land District of White County, Georgia, who own any subdivision road within the confines of the property described in the Warranty Deed mentioned above, is hereby formed and established to be known as the Mt. Yonah Heights Association.

2.

The undersigned individual hereby agrees to become a member of the Mt. Yonah Heights Roadowners Association and covenants to participate therein during the tenure of the ownership by the undersigned of any interest of the real property which is the property conveyed from David Denton to Loye Allen placing a one-half (1/2) undivided interest in David Denton and Loye Allen. The Warranty Deed from David Denton to Loye Allen is referenced above

3.

Said association shall be responsible for developing a landowners network of ingress and egress roads to serve the landowners individually and collectively and for maintaining, repairing and/or improving all present subdivision roads built on the property identified in a certain Warranty Deed recorded in Deed Book 5-0, Pages 246-248, of the Office of the Clerk of Superior Court of White County, Georgia and being located in Land Lots No. 122 and 135 of the 3rd Land District of White County, Georgia, which provides access to property fronting on said road, and to achieve said purposes and carry out said responsibilities said association shall be governed as follows:

a. Any and all actions of said association must be authorized by a majority of all the members of said association.

b. Said members shall have the power to establish any offices and define the obligations and limits thereof that they deem necessary for said association and elect officers to fill same.

c. Select any person, agent, or contractor necessary to carry out the purposes and responsibilities of said association.

d. To finance the maintenance, repair and improvements of subject roads. Said members can raise or lower the basic \$60.00 per year so as to be able to maintain said roads.

e. Said members shall have the authority to select and designate a depository, establish a banking account with same and authorize any member or members to draw checks thereon to meet the duly authorized expenditures of said association.

f. The undersigned members hereto do hereby bond themselves to promptly pay any and all assessments as described and authorized in subparagraph "d" above.

g. Said members shall have any and all other powers necessary to accomplish the objectives and responsibilities of said association.

h. Said members shall have the right and responsibility to conduct organizational meetings and such further regular meetings as may be necessary; to establish by-laws; organizational procedures; appointment or election of officers; appointment, designation or election of proper road commissioners to achieve the desired goals, purposes and objectives of the association; to maintain any appropriate records that may be necessary; and to otherwise conduct the affairs of the organization so as to assure an adequate network of roads to serve the landowners assuring ingress and egress along the network of roads and for such other and further objectives as may hereafter be created or established by the association.

i. By becoming a part of the landowners association organization and binding and obligating themselves to the purposes, objectives, goals, terms and conditions of this written agreement, the undersigned does hereby have a vested right and interest in any and all of the present subdivision roadways and such other further roadways that are developed to serve the landowners within this subdivision. Each landowner that signs and agrees to this landowners organization shall at all times have the right to an unobstructed ingress and egress along the subdivision road specifically extending from the undersigned landowners property to the public road identified as Georgia Highway 75. This right of ingress and egress shall be a part of the property ownership vested in the undersigned by virtue of the purchase of a tract of land from David Denton and Loye Allen in Land Lots Number 122 and 135 of the 3rd Land District of White County, Georgia. This right in the road system may be transferred and assigned to any future purchaser of the tract of land which the undersigned has their interest in which is subject to this landowners association. Provide further that the undersigned acknowledges and agrees that David Denton and Loye Allen shall have no further right, obligation, title or control over the subject road

other than the right to use said subdivision roads during the periods of time that David Denton or Loye Allen individually or jointly own or have an interest in the real property where the roads serve.

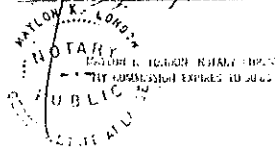
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals, this 17<sup>th</sup> day of September, 1980.

David Denton

Loye Allen

Executed in the presence of:

W. J. [Signature]  
[Signature]



GEORGIA, White County  
Filed 3 day of Sept, 1980  
4:26 o'clock PM  
Recorded in book 5-0  
1980-2-29 10-3-80  
Chapman Clerk



# WHITE COUNTY

## *Board of Commissioners*

**Item Title:** Amend several articles of the White County Code to require the digital submission of site plans, plats, plans and drawings and to update the procedure for recording a plat.

**For Meeting Date:** 6/3/2024

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Resolution

**Submitted By:** John Sell

**Attachments:** Yes  **If yes, please list each file name below:**

1. Proposed Changes by Article and Section
2. \_
3. \_

---

### **Purpose:**

Consider amending numerous articles of the White County Code of Ordinances to require the digital submission of site plans, plats, plans and drawings. Also amending the code to update the procedure for recording plats, and adding the definition of a subdivision to Appendix A to match the definition in Article 16.

### **Background / Summary:**

- While most surveyors, engineers and architects have gone digital in their drawings, White County is still requiring multiple sets of paper copies of site plans, plats, plans and drawings. Having the digital submissions will allow for more accurate and timely updating of information and limit the necessity of scanning in those same documents. This will be especially true for subdivisions to ensure that map and parcel lines are consistent with plats submitted by surveyors.
- The White County Community and Economic Development department has not paid to record documents in the Clerk of Superior Court's office in several years. The code was never updated to reflect the responsibility of recording the documents is now on the applicant.
- When changes were made in the definition of a subdivision in Chapter 16, the Short Term Rental Host License ordinance, the same change was not made in Appendix A for subdivisions. This addition makes the code consistent.

### **Department Recommendation:**

Community and Economic Development staff recommend approving the changes.



**Options:**

- Uphold staff's recommendation and approve the amendments.
- Reverse staff's recommendation and deny the amendments
- Table the application for further review or to send back to staff.

**Budget Information:** Applicable       Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- 

**County Manager Comments:**

-

## Chapter 30, Appendix A, Appendix B, and Appendix C Proposed Amendments for 2024: Digital Submission Requirements and Subdivision Procedural Updates/Definitions

### **Chapter 30/Article II/ Sec. 30-35 (b)(2):**

The application for a permit shall be submitted to the planning department and must include the applicant's erosion, sedimentation and pollution control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in subsection [30-35\(c\)](#) of this article. Soil erosion and sedimentation control plans shall conform to the provisions of subsections [30-34\(b\)](#) and (c) of this article. Applications for a permit will not be accepted unless accompanied by two **hard** copies and **one digital copy** of the applicant's soil erosion and sedimentation control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan or that such a visit was not required in accordance with EPD Rule 391-3-7-.10.

### **Chapter 30/Article III/ Sec. 30-106 (b)(1):**

No separate permit shall be issued under this article; however, when permits for grading, construction or development is requested from the applicable issuing authorities in the county (the county planning commission and/or county building inspections department), sufficient data to determine applicability of this article to the proposed activity shall be included in the application. The regulations herein set out shall apply to any land disturbing activity or development; and, the exemption from the requirement of a permit under the county soil erosion and sediment control regulations, the county land subdivision regulations or the county building inspection regulations does not relieve the activity from the regulations and penalties under this article. **All plan submittals must include two hardcopies and one digital copy.**

### **Chapter 30/Article IV/Sec. 30-123 (b):**

Permit procedures. Application for a development permit, including building permits, shall be made to the county building inspector on forms furnished by the community prior to any development activities, and may include, but not be limited to the following: plans in duplicate drawn to scale showing the elevations of the area in question and the nature, location, dimensions, of existing or proposed structures, earthen fill placement, storage of materials or equipment, and drainage facilities. **All plan submittals must include two hardcopies and one digital copy.**

### **Chapter 30/Article V/Sec. 30-146 (a):**

All persons desiring to undertake a permitted activity within a river corridor as mapped in the Comprehensive Land Use Plan, as amended January 27, 1994, must first obtain a permit from White County. Permit applications shall be filed according to White County Erosion and Sediment Control Resolution, as amended. **All plan submittals must include two hardcopies and one digital copy.**

### **Chapter 30/Article VI/Sec. 30-164 (2):**

Permit review and site plan requirement. With the exception of certain exempted activities identified in subsection (3) here-in-below, applications for a development permit within the groundwater recharge area district shall include a site plan, **submitted in the form of two hardcopies and one digital copy if not included as part of a land disturbing permit.** The following information is required for all site plans.

### **Chapter 30/Article VII/Sec. 30-183 (d):**

*Site plans.* Applications for a development permit within the generalized wetland protection district shall include a site plan, **submitted as two hardcopies and one digital copy**, drawn at a scale of one inch equals 100 feet (the county may approve a different scale where necessary to clearly provide the required information) with the following information:

# Chapter 30, Appendix A, Appendix B, and Appendix C Proposed Amendments for 2024: Digital Submission Requirements and Subdivision Procedural Updates/Definitions

Appendix A/Article 3/Definitions:

*Common Development: A group of 4 or more platted lots approved by White County Planning Commission, the White County Community and Economic Development Department and/or recorded in a plat book with the White County Clerk of Court.*

## Appendix A/Article 5/Section 505/ Table 5.1

Requirement	Preliminary Plat	Development Plans	Final Plat
Number of <del>hard</del> copies of plat/plans	7 <del>3</del> Copies	3 Copies	4 Copies
Digital copy of plat/plans	Required	Required	Required

### Appendix A/Article 5/Section 513 (b):

~~One time stable reproducible film~~ Digital copy ~~or and~~ original of the plat.

### Appendix A/Article 5/Section 515:

If said plat is in conformance with the preliminary plat and is approved by the administrative officer, the signatures of the administrative officer shall be placed on the ~~reproducible film~~ digital copy or original plat.

### Appendix A/Article 5/Section 516:

Upon approval and without undue delay, the ~~administrative officer~~ applicant or designated representative shall have approved final plats recorded in the records of the clerk of the superior court of the county, and a ~~time stable reproducible film~~ digital copy or original shall be filed in the office of the administrative officer. ~~Recording fees shall be included in the fee charged for final plats and therefore paid by the county.~~ Recording fees shall be paid by the applicant or designated representative at the time of plat recording to the clerk of superior court. The clerk of the superior court shall indicate on the filed copy, as well as the time-stable reproducible film copy or original, the book and page number in the county records where the final plat is recorded. Recordation of a final plat constitutes approval to begin the sale or transfer of subdivision lots.

In addition to the requirements of this Development Code for the submission of printed copies, as-built data drawings and all final plats approved for recordation shall be submitted to the Planning Director in a digital format as follows:

- a. Digital drawing files shall be submitted in AutoCAD DWG or DXF format and shall include:
  - (1) Final plat as approved.
  - (2) Model space drawing of the engineering plans, reflecting any changes approved by the county.
- b. The DXF or DWG file shall have data divided into the following distinct and separate layers:
  - (1) Parcel Lines (PL)
  - (2) Right-Of-Way (ROW)
  - (3) Boundary (BL)
  - (4) Water Lines (WL), when available
  - (5) Sewer Lines (SL), when available
  - (6) Electrical Lines (EL), when available
  - (7) GPS Monuments, when required or available. A digital index spreadsheet in a Microsoft Excel compatible format must also be provided of the pipe chart.
- c. In engineering plans, line and arc data must be unbroken where appropriate, such as no breaks in intersecting lot lines at corner pins and no breaks in utility lines.
- d. The projection shall be in Georgia State Plane West Coordinate System North American Datum 1983.

# Chapter 30, Appendix A, Appendix B, and Appendix C Proposed Amendments for 2024: Digital Submission Requirements and Subdivision Procedural Updates/Definitions

- e. Control shall be indicated.
- f. Such additional information or requirements as may be established by the White County GIS Administrator necessary to convert the DXF or DWG file to ArcGIS format.

**Appendix B/Article 5/Section 505/ Table 5.1:**

Requirement	Preliminary Plat	Development Plans	Final Plat
Number of <del>hard</del> copies of plat/plans	7 <del>3</del> Copies	3 Copies	4 Copies
Digital copy of plat/plans	Required	Required	Required

**Appendix B/Article 5/Section 513:**

If said plat is in conformance with the preliminary plat and is approved by the plan review committee, the signature of the administrative officer shall be placed on the ~~reproducible film~~ digital copy or original of the plat.

**Appendix B/Article 5/Section 514:**

Upon approval and without undue delay, the ~~administrative officer~~ applicant or designated representative shall have approved final plats recorded in the records of the clerk of the superior court of the county, and a ~~time-stable reproducible film~~ digital copy or original shall be filed in the office of the administrative officer. ~~Recording fees shall be included in the fee charged for final plats and therefore paid by the county.~~ Recording fees shall be paid by the applicant or designated representative at the time of plat recording to the clerk of superior court. The clerk of the superior court shall indicate on the filed copy, as well as the time-stable reproducible film copy or original, the book and page number in the county records where the final plat is recorded. Recordation of a final plat constitutes approval to begin the sale or transfer of subdivision lots.

In addition to the requirements of this Development Code for the submission of printed copies, as-built data drawings and all final plats approved for recordation shall be submitted to the Planning Director in a digital format as follows:

- a. Digital drawing files shall be submitted in AutoCAD DWG or DXF format and shall include:
  - (1) Final plat as approved.
  - (2) Model space drawing of the engineering plans, reflecting any changes approved by the county.
- b. The DXF or DWG file shall have data divided into the following distinct and separate layers:
  - (1) Parcel Lines (PL)
  - (2) Right-Of-Way (ROW)
  - (3) Boundary (BL)
  - (4) Water Lines (WL), when available
  - (5) Sewer Lines (SL), when available
  - (6) Electrical Lines (EL), when available
  - (7) GPS Monuments, when required or available. A digital index spreadsheet in a Microsoft Excel compatible format must also be provided of the pipe chart.
- c. In engineering plans, line and arc data must be unbroken where appropriate, such as no breaks in intersecting lot lines at corner pins and no breaks in utility lines.
- d. The projection shall be in Georgia State Plane West Coordinate System North American Datum 1983.
- e. Control shall be indicated.
- f. Such additional information or requirements as may be established by the White County GIS Administrator necessary to convert the DXF or DWG file to ArcGIS format.

## Chapter 30, Appendix A, Appendix B, and Appendix C Proposed Amendments for 2024: Digital Submission Requirements and Subdivision Procedural Updates/Definitions

### **Appendix C/Article XVIII/Section 1804:**

Applicants shall submit ~~three copies~~ **two hardcopies and one digital copy** of any required site plans or development plans and letters of intent to the planning director for distribution to the applicable bodies and/or review agencies. The planning director may require more or less copies depending on the nature and extent of required review.

### **Chapter 14/Article 3/Section 14-78 (5a):**

When required by state statute, two **paper** and **a digital .pdf file** of specifications and of drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the application for a permit. Such drawings and specifications shall contain information as to the quality of materials, where quality is essential to conformity with the construction codes. Such information shall be specific, and the construction codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used, as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.



# WHITE COUNTY

## *Board of Commissioners*

**Item Title:**

Compactor for Plastic Recycling at Convenience Center

**For Meeting Date:** 6/3/2024

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Other

**Submitted By:** Derick Canupp

**Attachments:** Yes  **If yes, please list each file name below:**

1. Compactor Quote
2. ROI Analysis
3. \_\_\_\_\_

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**Purpose:**

The purpose of this agenda item is to consider purchasing a 35 CY Compactor for plastic recycling

**Background / Summary:**

- The county utilizes a covered roll off container for citizens to take advantage of recycling plastics at the convenience center
- The existing unit does not have a compactor and requires to be hauled at least twice per week at a cost of \$295 per haul
- Replacing the existing unit with a self-contained compactor will reduce the hauling at least by 50% and as much as 75%
- It will also make it easier on citizens to unload plastic materials since they will not have to put individual items through small holes. They will be able to dump materials more quickly and easily
- The unit will pay for itself in at most 24 months, but likely sooner
- Overall, the project will improve efficiency, make it easier on citizens, and reduce cost
- Funding for the project will be the solid waste fund
- 

**Department Recommendation:**

Staff recommends purchase of self-contained compactor.

**Options:**

- Approve purchase
- Do not approve
- Commission defined alternative

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- \$30,680 is the cost for this equipment. It will be funded from the Solid Waste Enterprise Fund.

**County Manager Comments:**

-

### Plastics Compactor Analysis

Capital Investment Cost	
Description	Cost
Boring & Elect. Work	\$ 3,385
Compactor	\$ 26,805
Unload / Setup	\$ 500
	\$ 30,690

Current Hauling Cost	
Each Trip	\$ 295
Cost per Week (2 trips / wk)	\$ 590
Annual Cost / Yr.	\$ 30,680

Estimated Hauling Cost w/ Compactor	
Each Trip	\$ 295
Cost per Week (1 trip / wk)	\$ 295
Est. Annual Cost / Yr.	\$ 15,340

*(Reduce Hauling by AT LEAST 50%)*

Estimated ROI	
Capital Investment	\$ 30,690
Annual Hauling Savings	\$ 15,340
ROI (Years)	2
ROI (Months)	24



# FleetGenius of NC

1808 Norwood St SW  
 Lenoir NC 28645  
 USA



# QUOTATION

Original

**Quote No.:** 53193  
**Date:** 04/05/24  
**Valid Until:** 05/05/24  
**Customer No.:** C09397  
**Customer Ref. No.:**  
**Page No.:** Page 1 of 2

BILL TO
<b>White County GA</b> 675 Truelove Rd  Cleveland GA 30528 USA

SHIP TO
<b>White County - Truelove Rd</b> 675 Truelove Rd Derick Canupp 706-865-2510 Cleveland GA 30528 USA

TOTAL
<b>\$ 26,805.00</b>

**Sales Employee:** Missi Templeton  
**Contact Name:** Derick Canupp  
**Terms:** N30

**Ship Via:** FGT, LLC  
**FOB:**

Item No.	Description	Unit Price	Quantity	Total
SC-35	<b>Self Cont Compactor-35cy</b> (278"L x 96"W x 105"H)  Tide Water Green - FN047,  Remote Power Unit w/ weather cover w/ key lock start, reverse, & e-stop controls in panel w/ 8ft hydraulic hoses  Voltage: 208 / 3ph  Warning lights 80% & 100% Color Coded Pressure gauge on Power Unit Multicycle Extended Breaker Bar Teeth-approx 1" above Ram Sealed Clean Out Door (hinged) in Compactor Head (sub for bolt on panel)  Hydraulic Connections / Disconnects: Hard Piping to Door End Both Sides with Fittings  *No Load Option / No Hold To Run	\$ 26,023.00	1.000	\$ 26,023.00
CO-GdSC110"+Stop	SC Guide(110")- Lg Stops		1.000	

We Appreciate Your Interest In FleetGenius, And For This Opportunity To Do Business,

Missi Templeton  
 South Region Sales Manager  
 FleetGenius & Pinnacle Compactors  
 828-448-8371 (cell)  
 828-726-3001 (main office)  
 mtempleton@fleetgenius.com (email)  
 https://www.fleetgenius.com (website)

\*Lead Time: Approx (6) Weeks After Receipt Of Order - Subject To Change At Time Of Order

\*Prices Quoted Are Good For 30 Days From The Date Of The Quote

\*Sales Tax Will Be Applied Unless FG Has A Tax Exempt Certificate On File



# FleetGenius of NC

1808 Norwood St SW  
 Lenoir NC 28645  
 USA

# QUOTATION

Original

**Quote No.:** 53193  
**Date:** 04/05/24  
**Valid Until:** 05/05/24  
**Customer No.:** C09397  
**Customer Ref. No.:**  
**Page No.:** Page 2 of 2

Item No.	Description	Unit Price	Quantity	Total
----------	-------------	------------	----------	-------

\*Customer Is Responsible And Liable For Offloading Equipment Upon Delivery Unless Alternate Methods Have Been Arranged Prior To Delivery

Order Terms and Conditions:

Order Confirmation – quotes are confirmed into orders based on customer verbal or written confirmation.

ALL INFORMATION CONTAINED IN A CONFIRMED QUOTE WILL BE CONSIDERED CORRECT AND ACCURATE AT THE TIME OF THE ORDER

Purchase Orders are required for order confirmation. The quoted product item, price, quantity, and specifications are also acknowledged at the time the order is confirmed.

Prices will be subject to change based on any subsequent alteration to quantity, product design or specification, logistics, or delivery schedule.

\*Order Cancellations – canceled or revised orders will be subject to 30% cancelation or change order fee.

\*Fees may be higher on custom engineered products.

Payment Terms – method and payment terms are confirmed at time of order. New and COD accounts will be subject to a 30% (nonrefundable) deposit, also 70% final payment due upon delivery. All credit card payments will be subject to a convenience fee of 4% (excluding parts orders)

SHIPMENT AND F.O.B. POINT. All shipments will be made after completion of manufacture unless otherwise agreed to in writing.

In the event the equipment delivery is delayed or postponed by the Purchaser the Purchaser will be invoiced immediately for the equipment

(less freight), and such invoice shall be due and payable according to these terms.

Storage shall be at the risk of the Purchaser and FleetGenius shall be liable only for the ordinary care of the property.

Unless stated in writing, all prices quoted or otherwise listed are F.O.B. point of manufacture.

All Products are invoiced upon completion when the sales order has met it's due date.

Warranty – standard FG warranty applies to all new products sold. Warranty date begins on the date the product is received.

Subtotal	\$ 26,023.00
Discount	
Shipping	\$ 782.00
Tax	
<b>Total</b>	<b>\$ 26,805.00</b>

**Remarks:** SC-35  
 1 TL Freight  
 Lead Time Approx 6 Weeks



# WHITE COUNTY

## *Board of Commissioners*

**Item Title:**

Replacement F-150

**For Meeting Date:** 6/3/2024

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** SPLOST Request

**Submitted By:** Derick Canupp

**Attachments:** Yes  **If yes, please list each file name below:**

1. Bid Tabulation
2. Contract
3. \_\_\_\_\_

---

**Purpose:**

The purpose of this agenda item is to consider purchase of replacement F-150 for the Road Department

**Background / Summary:**

- CIP plan has \$45,000 budgeted for a replacement F-150 for the Road Dept.
- Bids were advertised and we received 5 bids
- Jackey Jones Ford submitted the lowest base bid of \$44,002.52
- Staff verified the state bid price from Allan Vigil Ford is \$53,417
- If approved, the new vehicle will replace a 1997 F-150 that now has a slipping transmission and 275,000 miles.
- The 1997 vehicle to be replaced has been in the shop 14 times in the last two years at a cost of \$1,222 which is likely more than the truck will bring at auction.
- Lead time on new F-150 is 3 months

**Department Recommendation:**

Staff recommends approval of replacement F-150 work truck

**Options:**

- Approve the purchase
- Deny the purchase
- Commission defined alternative

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- Lowest bid was for \$44,002.52.
- It is to be funded from SPLOST 2022.

**County Manager Comments:**

-

New F-150 Bid Opening

Bid Opening Date: May 07, 2024

Bidder	Total Base Bid	Note
Jackey Jones Ford	\$ 44,002.52	
John Megel Ford	\$ 45,913.00	<i>Did not submit a sealed bid</i>
Automotive Fleet Group	\$ 46,138.00	<i>Quote was for a 2023</i>
JC Lewis Motor Company	\$ 48,172.00	
Southern Bell Supply Company	\$ 50,683.00	
Batt Analytics	\$ 64,284.74	



Appendix A

**BIDDER'S CERTIFICATION**  
*F-150 4X4 SUPERCAB*

*Project# 2024-ROADDEPT-04092024*

**Date of Bid**

I certify that this Bid is submitted without prior understanding, agreement or connection with any corporation, firm or person submitting a Bid for the same goods/services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and Federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information**  
(Type or Print)

Jacky Jones Ford  
Name of Company

1493 Hwy 64 West  
Address

Hayesville, NC 28904  
City, State, & Zip Code

828-389-6325  
Phone Number

828-389-6915  
Fax #

**Name and Mailing Address**  
(Where to Send Payment)

Jacky Jones Ford  
Name of Company

1493 Hwy 64 West  
Address

Hayesville, NC 28904  
City, State, & Zip Code

828-389-6325  
Phone Number

828-389-6915  
Email Address

62-1861052 OR

Tax ID Number

Social Security Number

**Name & Title of Person Authorized to Sign**

Name Hal Pardue

Title Sales manager

Hal Pardue

SIGNATURE

Proposals or Bids not signed shall be declared as "Non-Responsive" and may not be considered for award



Appendix C  
F-150 4X4 SUPERCAB  
Project# 2024-ROADDEPT-04092024  
Pricing Sheet

Product	Qty	Price Each	Total
F-150 4X4 Supercab (see 2.0 for complete specs)	1	44002.52	44002.52
Additional Fees, Delivery, etc (if applicable)			
	<b>Total Bid:</b>		44002.52
Expected Completion Time Frame:			

Name of Company: Jacky Jones Ford  
Address of Company: 1493 Hwy 64 West Hayesville NC 28904

Printed Name and Title of Person Authorized to Sign Pricing Sheet:

Signature: Hal Pardon Date: 5-3-2024



Preview Order 1111 - X1L - 4x4 XL SuperCab: Order Summary Time of Preview: 04/10/2024 11:55:57 Receipt: NA

Dealership Name: Jacky Jones Ford of Hayesville, Inc.

Sales Code : F21453

Dealer Rep.	Dennis Pardue	Type	Fleet	Vehicle Line	F-150	Order Code	1111
Customer Name	white county	Priority Code	F2	Model Year	2024	Price Level	440

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F150 4X4 SUPERCAB XL - 145	\$44980	FORD FLEET SPECIAL ADJUSTMENT	\$0
145 INCH WHEELBASE	\$0	FRONT LICENSE PLATE BRACKET	\$0
TOTAL BASE VEHICLE	\$44980	50 STATE EMISSIONS	\$0
OXFORD WHITE	\$0	EXTENDED RANGE 36GAL FUEL TANK	\$0
VINYL 40/20/40 FRONT SEAT	\$0	PRICE CONCESSION INDICATOR	\$0
MEDIUM DARK SLATE	\$0	REMARKS TRAILER	\$0
EQUIPMENT GROUP 101A	\$0	ALUMINUM TOOLBOX-BRIGHT *ACCY	\$950
.XL SERIES	\$0	BEDLINER-TOUGHBED SPRAYIN*ACCY	\$595
.17" SILVER STEEL WHEELS	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
5.0L V8 ENGINE	\$1570	SPECIAL FLEET ACCOUNT CREDIT	\$0
ELEC TEN-SPEED AUTO TRANS	\$0	FUEL CHARGE	\$0
.265/70R 17 BSW ALL-TERRAIN	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
3.31 RATIO REGULAR AXLE	\$0	PRICED DORA	\$0
7100# GVWR PACKAGE	\$0	ADVERTISING ASSESSMENT	\$0
JOB #2 ORDER	\$0	DESTINATION & DELIVERY	\$1995
			MSRP
TOTAL BASE AND OPTIONS			\$50090
DISCOUNTS			NA
TOTAL			\$50090

ORDERING FIN: KH035 END USER FIN: KH035 PO NUMBER: 1234

INCENTIVES

Acc. Code ID :10 Contract/Ref # :03-462R Bid Date :05/23/23State : GA

DISCOUNTS:

\$-1600.00

*Includes Tool Box*

Customer Name:  
Customer Address:

Customer Email:  
Customer Phone:

*44002.52*





**Appendix B**  
**F-150 4X4 SUPERCAB ITB – Project# 2024-ROADDEPT-04092024**  
**E-Verify Affidavit**

*Georgia Security & Immigration Compliance (GSIC) Act*  
**(CONTRACTOR) E-VERIFY AFFIDAVIT AND AGREEMENT**

White County Commissioner and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91 and Rule 300-101-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the White County Commissioner has registered with and is participating in the federal work authorization program known as "E-Verify", web address <https://e-verify.uscis.gov/evull/> operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 [(IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned Contractor also verifies that he/she/it is using and will continue to use the federal work authorization program throughout the contract period.

The undersigned Contractor agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the White County Commissioner, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 30010-01-.08 or a substantially similar form. Contractor further agrees the Contractor will advise the White County Commissioner of the hiring of a new subcontractor and will provide White County Commissioner with a Subcontractor Affidavit attesting to the Subcontractor's name, address, user identification number, and date of authorization to use the Federal Work Authorization Program within five (5) days of the hiring before the Subcontractor begins working on the Project. Contractor also agrees to maintain all records of such compliance for inspection by White County Commissioner at any time and to provide a copy of each such verification to the White County Commissioner at the time the subcontractor(s) is retained to perform such services.

\_\_\_\_\_  
 E-Verify Employment Eligibility Verification User identification Number

\_\_\_\_\_  
 Date of Authorization to Use Federal Work Authorization Program

Jacky Jones Ford.  
 NAME OF CONTRACTOR

Hal Pardue  
 Title of Authorized Officer or Agent of Contractor

Hal Pardue Hal Pardue  
 Signature and Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 6 DAY OF MAY, 2024.

[Signature]  
 Notary Public

My Commission Expires: 8/24/2025

\* As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Authority O.C.G.A. § 13-10-91. History: Original Rule entitled "Contractor Affidavit and Agreement" adopted F. May 23, 2007; eff. June

**5. Indemnification:**

The **CONTRACTOR** shall hold harmless and indemnify the **COUNTY** and its officials, employees, and agents from and against any and all claims, damages, liabilities, suits, actions, judgments, and expenses of litigation (including, without limitation, reasonable attorney's fees) arising from or in any way related to the **CONTRACTOR'S** performance of this Agreement.

**6. Proof of Insurance:**

The **CONTRACTOR** shall maintain insurance in the types and amounts stated below during the term of this Agreement and any renewals or extensions thereof, and shall provide adequate proof of same to the **COUNTY** prior to commencing performance under this Agreement.

*Insurance- Contractor shall maintain at a minimum the following types and amounts of insurance: (i) statutorily required workmen's compensation insurance; (ii) comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and with an endorsement naming White County as an additional insured; and (iii) automobile liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Workman's Compensation and Employer's Liability in limits of liability as provided by statutes of the State of Georgia.*

**7. Assignability/Transferability:**

The **CONTRACTOR** shall not assign or transfer any interest in this **AGREEMENT** without the written consent of the **COUNTY**.

**8. Entire Agreement; Amendments:**

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

**9. Notices**

Any notices permitted or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent via U.S. mail to the respective parties at the following addresses:

If to the **COUNTY**:  
White County Board of Commissioners  
Attn: Shanda Murphy, County Clerk  
1235 Helen Hwy  
Cleveland, GA 30528

If to the **CONTRACTOR**:  
Sacky Jones Ford  
Attn: Hal Pardoe  
1493 Hwy 64 West  
Hayesville, NC 28904

If sent via regular U.S. mail, such written notice shall be deemed to have been "received" three business days after it is deposited in the mail with a proper address and with adequate postage affixed.

**10. No Waiver:**

No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition or in any way affect such party's right to enforce such term or condition, and no waiver on the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition hereof.

**CONTRACT FOR F-150 4X4 SUPERCAB PROJECT# 2024-ROADDEPT-04092024**

**STATE OF GEORGIA  
WHITE COUNTY**

**THIS AGREEMENT**, made and entered into this 6 day of MAY, 2024, by and between **WHITE COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the White County Board of Commissioners (hereinafter referred to as the "COUNTY") and JACKY JONES FORD (hereinafter referred to as the "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, the **CONTRACTOR** has submitted to the **COUNTY** a description of the services it is willing to undertake in the performance of certain professional services; and

**WHEREAS**, the proposal submitted (as attached) by the **CONTRACTOR** has been approved and accepted by the **COUNTY**; and

**WHEREAS**, the parties hereto desire to reduce the terms of this **AGREEMENT** to writing;

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree to the following:

**1. Character of the Work:**

The **CONTRACTOR** agrees to perform F-150 4X4 SUPERCAB PROJECT# 2024-ROADDEPT-04092024, in a manner satisfactory to the **COUNTY**, set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

**2. Compensation:**

The **COUNTY** agrees to pay the **CONTRACTOR** for services rendered under this agreement in accordance with the bid price set forth in Exhibit "A". **CONTRACTOR** shall submit invoices at the completion of the project, and payment shall be due within ten (10) days of receipt of the invoice by the **COUNTY**. All payments shall be mailed to the **CONTRACTOR**, unless prior arrangements to pick up the payment have been made.

**3. Term of Agreement:**

The term of this Agreement shall be for a period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

**4. Termination:**

If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **COUNTY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than fourteen (14) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by the virtue of any breach of this Agreement, and the **COUNTY** may withhold payment to the **CONTRACTOR** for the purpose of setoff until such time as the exact amount of damages sustained by the **COUNTY** from such breach can be determined.

**11. Immunity:**

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties or their officials, employees, or agents are legally entitled.

**12. Legal Construction; Severability:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this agreement as of the first date above written.

COUNTY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACTOR:

BY: Jacky Jones Ford

TITLE: Salesmanager

ATTEST: Hol Parker

DATE: 5-6-2024



# WHITE COUNTY

## *Board of Commissioners*

**Item Title:** Field Chemical Services

**For Meeting Date:** 6/3/2024

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Contract / IGA

**Submitted By:** Kimberly McEntire

**Attachments:** Yes  **If yes, please list each file name below:**

1. Request for Proposal from TruGreen
2. Pricing comparison
- 3.

---

### **Purpose:**

The purpose of this RFP was to solicit bids from lawn care services for chemical applications to our athletic fields.

### **Background / Summary:**

- Due to issues in the past with TruGreen, we solicited bids.
- TruGreen has improved their service in the last six months to a point where I feel comfortable and confident in their abilities. Our fields at Yonah Preserve Sports Complex are a full green and Mr. Hamby from TruGreen has worked extensively with my Maintenance Supervisor to correct any inconsistencies.
- The second bid was \$18,240 more than the TruGreen bid of \$13,200 per year. Due to their size, TruGreen is able to offer lower pricing.

### **Department Recommendation:**

Due to their improvements over the past six months, I recommend that the BOC approve the contract with TruGreen in the amount of \$13,200/year for chemical application services.

### **Options:**

- Accept the TruGreen bid
- Reject the TruGreen bid

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- The department is recommending to award the contract to TrueGreen at \$13,200/year.
- FY2025 Proposed Budget has \$44,000 budgeted for Building & Grounds Maintenance in the Parks & Rec. Budget.

**County Manager Comments:**

-

PARKS AND RECREATION

FIELD SERVICES

Bids/Quotes Received

Vendor:

TurGreen : \$13,200.00

Environmental Creations : \$31,440.00

White County Staff Present:

*[Signature]* - Finance

*[Signature]*

Parks & Recreation

**Request for Proposal Transmittal Letter:**

In response to **Parks and Recreational Field Services RFP-4162024**

Ferman Scott Hamby

Signature Ferman Scott Hamby Date 4.22.24

Business Development Manager

[scotthamby@trugreenmail.com](mailto:scotthamby@trugreenmail.com)

678-353-4910





Ferman Hamby  
 3630 Swiftwater Park Drive  
 Suwanee, Ga 30024

Phone:

Customer Information

**BILL TO:**

White County Parks & Rec  
 PO BOX 495  
 CLEVELAND, GA 30528

Phone: 7068098538

**SERVICE LOCATION:**

White Co Parks and Rec DEPT CALLB4  
 327 ASBESTOS RD  
 CLEVELAND, GA 30528

Phone: 7068098538

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Total Price
TESNATEE PARK SOCCER CALL B4	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$900.00
TESNATEE PARK SOCCER CALL B4	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$900.00
TESNATEE PARK SOCCER CALL B4	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$900.00
TESNATEE PARK SOCCER CALL B4	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$900.00
TESNATEE PARK SOCCER CALL B4	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$900.00
TESNATEE PARK SOCCER CALL B4	Lime Application	10		\$900.00
White Co Parks and Rec DEPT CALLB4	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$1,300.00
White Co Parks and Rec DEPT CALLB4	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	\$1,300.00
White Co Parks and Rec DEPT CALLB4	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,300.00
White Co Parks and Rec DEPT CALLB4	Lawn Service	6	Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,300.00
White Co Parks and Rec DEPT CALLB4	Lawn Service	7	Late Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,300.00
White Co Parks and Rec DEPT CALLB4	Lime Application	10		\$1,300.00

Subtotal: \$13,200.00  
Total Sales Tax Amount: \$0.00  
Grand Total: \$13,200.00

Description: This proposal is for White County Parks and Recreation Department Athletic Fields.  
327 Asbetsos Road Park includes the Baseball fields for Yonah Preserve Sports Complex.  
FIRE ANT CONTROL IS INCLUDED WITH EACH REGULAR APPLICATION.

## Standard Terms and Conditions

1. Term. The term of this Agreement shall be three (3) years from the date signed by you, the Customer. This Agreement shall automatically renew for additional one (1) year terms unless canceled in writing by either party no less than sixty (60) days written notice prior to the end of the then-current term.
2. Price Increases. (a) Increase in Property Size. Because the size of your property is a significant factor in determining the cost of TruGreen's services, TruGreen may increase the specified charges proportionally to reflect any additional costs incurred should you add property under this Agreement. (b) Fuel, Material, and Labor Cost Increases. Because the product, labor, and fuel costs constitute a significant portion of TruGreen services, TruGreen may increase the price hereunder in the event of a cost increase in any of these areas. Similarly, TruGreen may experience cost increases as a result of other unforeseen circumstances, including, but not limited to, changes in government regulation, etc. To offset cost increases based on any of these issues, TruGreen shall provide you thirty (30) days written notice prior to any such necessary price adjustment, including a statement of the associated reason. If you do not object in writing to the price adjustment within such thirty (30) day period, the Agreement shall continue thereafter at the adjusted price. If you object, you and TruGreen will enter into a ten-day good-faith negotiation period. If a mutually acceptable solution cannot be reached during such ten-day period, either party may terminate this Agreement upon thirty (30) days written notice. (c) Annual Price Increases. TruGreen may elect to increase the price of services under this Agreement after the first year or after any subsequent anniversary date of the Agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. With the exception of increases as described in subparagraphs (a) and (b) of this paragraph 2, TruGreen shall not increase its prices on an elective basis more frequently than once during any Agreement year.
3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event that you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 1.5% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable outside counsel, in-house counsel, paralegal or other professional fees and court costs.
4. Check processing policy. ACH: When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. Termination. In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that TruGreen is provided written notice by you of the details of the breach, and thereafter fails to cure the breach within thirty (30) days after said notice. Additional termination provisions for landscape companies, property management companies, agents and other similar entities. To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property.
7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. Duty to Inspect You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. No Warranties. Except as expressly set forth in this Agreement TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental, regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. Authorization to provide service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability,

unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: {{\*Sig\_es\_:signer2:signature}} Date: {{!Dtel\_es\_:signer2:date}}

REPRESENTATIVE/GENERAL MANAGER

Print Name: {{\*Name1\_es\_:signer1:fullname}} Date: {{!Dtel\_es\_:signer1:date}}

Customer Signature: {{\*Sig\_es\_:signer1:signature}} Date: {{!Dtel\_es\_:signer1:date}}

AUTHORIZED AGENT/CUSTOMER

## **References**

Ricky Sanders, Director

Jackson County Parks and Recreation Department

Phone: 706-367-6350

[rsanders@jacksoncountygov.com](mailto:rsanders@jacksoncountygov.com)

Roy Quilliams, Director

Rabun County Parks and Recreation Department

Phone: 706-782 4600

[roy.quilliams@rabuncounty.ga.gov](mailto:roy.quilliams@rabuncounty.ga.gov)

Andrew Lee

Madison County Parks and Recreation Department

Phone: 706-246-5606

[alee@madisonco.us](mailto:alee@madisonco.us)

Brooke Whitmire, Director

Habersham County Parks and Recreation Department

Phone: 706-839-0234

[bwhitemire@habershamcounty-ga.net](mailto:bwhitemire@habershamcounty-ga.net)

**Contact Information**

**Trugreen Limited Partnership**

1790 Kirby Pkwy

Memphis, TN 38138

**Contact:** David Alexander

**Title:** Ceo

**Phone:** (866) 417-7866

**Website:** www.trugreen.com

There are 5 Companies located at 1790 Kirby Pkwy,  
Memphis, TN 38138

<b>Name:</b> Trugreen Limited Partnership	<b>State of Inc:</b> Tennessee
<b>Year Founded:</b> 2014	<b>Location Type:</b> HO
<b>Engaged In:</b>	<b>Revenue:</b> \$910,278,451
<input checked="" type="checkbox"/> Manufacturing	<b>Employees Here:</b> 300
<input type="checkbox"/> Importing	<b>Employees Total:</b> 19,000
<input type="checkbox"/> Exporting	<b>Facility Size:</b> N/A
	<small>* Revenue &amp; Employees are estimates</small>

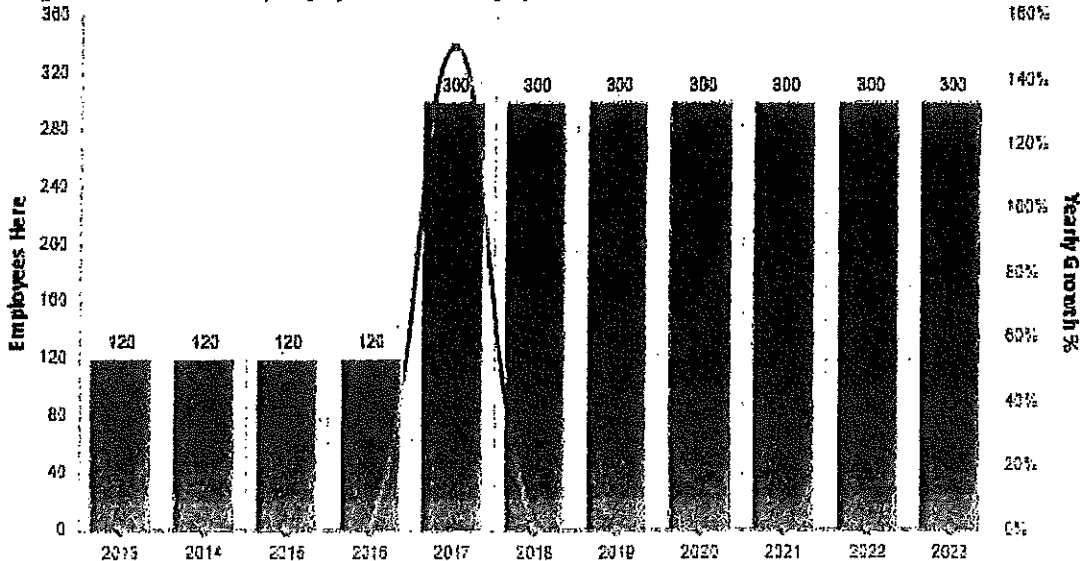
### Business Description

Trugreen Limited Partnership is located in Memphis, Tennessee. This organization primarily operates in the Lawn Care Services business / industry within the Agricultural Services sector. This organization has been operating for approximately 10 years. Trugreen Limited Partnership is estimated to generate \$910.3 million in annual revenues, and employs approximately 300 people at this headquarters location and 13,000 total employees across all locations. This organization is engaged in manufacturing activities at this facility.

**Sector:** Agricultural Services  
**Category:** Lawn and Garden Services  
**Industry:** Lawn Care Services  
 Pest Control Services  
 Lawn Hose Nozzles and Sprinklers  
**SIC Code:** 0782, 7342, 3432  
**NAICS Name:** N/A, Exterminating and Pest Control Services,  
 Plumbing Fixture Fitting and Trim Manufacturing  
**NAICS Code:** 561710, 332913

**Name:** Trugreen Limited Partnership  
**Year Founded:** 2014  
**Engaged In:**  
 Manufacturing  
 Importing  
 Exporting  
**State of Inc:** Tennessee  
**Location Type:** HQ  
**Revenue:** \$910,278,451  
**Employees Here:** 300  
**Employees Total:** 13,000  
**Facility Size:** N/A  
\* Revenue & Employees are estimates

Trugreen Limited Partnership Employees & Annual Employee Growth Rates at This Location





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC Creekside Crossing 8 Cadillac Drive, Suite 200 Brentwood TN 37027	<b>CONTACT NAME:</b> JoAnn Warpool <b>PHONE (A/C, No, Ext):</b> 615-377-5153 <b>E-MAIL ADDRESS:</b> JoAnn_Warpool@ajg.com	<b>FAX (A/C, No):</b> 615-263-5853
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> TruGreen Limited Partnership 1790 Kirby Parkay Forum II Tower Memphis TN 38138	<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburg <b>NAIC #:</b> 19445	
	<b>INSURER B:</b> AIU Insurance Company <b>NAIC #:</b> 19399	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1857754521

REVISION NUMBER:

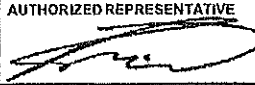
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,000,000 Ded GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	5425760	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ Incl in Gen Aggr \$
A B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$2000000 Ded	Y	Y	4993205 4993206	1/1/2024 1/1/2024	1/1/2025 1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION\$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC80772137 (AOS) WC80772138 (CA) WC80772139 (WI)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

If required by written contract per forms listed, Certificate Holder is included as an Additional Insured under the General Liability per form CG2010 04/13 and CG2037 04/13 and Automobile Liability policies CA4993205-87950 9/14; CA4993206-87950 9/14 and CA4993206 form MM9950 9/98. Waiver of Subrogation applies to the General Liability per form CG2404 5/09, Automobile Liability per form 62897 6/95 and Workers' Compensation policies per form WC000313 4/84; WC040361 11/90-CA. The General Liability policy is primary and non-contributory per forms 90534 3/06 or 83644 8/12; 74434 10/99 if required by written contract, the automobile policy is primary per form #74445 10/99 if required by written contract. General Liability Coverage has Pesticide or Herbicide Applicator Endorsement 30 day notice of cancellation applies per these forms: Auto-#CA4993205 -#108538 03/11; CA4993206 not available for MA; General Liability Form #107414 3/11; Workers Comp-Policy#WC080772137-form #990056 4/11; Policy#WC080772138-form #990056 4/11; Policy#WC080772139 -form #990056 4/11 All Workers Compensation policies have \$2,000,000 Deductible. Effective 3/1/20 the state of Texas is no longer a covered state under the workers compensation policy.

**CERTIFICATE HOLDER****CANCELLATION**

TruGreen Limited Partnership 1790 Kirby Parkway Memphis TN 38138	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# ADDITIONAL REMARKS SCHEDULE

Page \_\_\_ of \_\_\_

AGENCY Arthur J Gallagher Risk Management Services LLC		NAMED INSURED TruGreen Limited Partnership	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE	EFFECTIVE DATE: 1/1/2024	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The Named Insured includes (but is not limited to):

TruGreen Holding Corporation  
TruGreen, Inc.  
TruGreen Companies LLC  
TruGreen Limited Partnership

EG Systems, LLC  
d/b/a Scotts Lawn Service  
d/b/a Orho Pest Control

Outdoor Home Services, Inc  
Outdoor Homes Services Holdings, LLC



**CONTRACT FOR Parks and Recreation Field Services RFP**

**STATE OF GEORGIA  
WHITE COUNTY**

**THIS AGREEMENT**, made and entered into this 2 day of April, 2024, by and between **WHITE COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the **White County Board of Commissioners** (hereinafter referred to as the "**COUNTY**") and TRUGREEN (hereinafter referred to as the "**CONTRACTOR**").

**WITNESSETH:**

**WHEREAS**, the **CONTRACTOR** has submitted to the **COUNTY** a description of the services it is willing to undertake in the performance of certain professional services; and

**WHEREAS**, the proposal submitted (as attached) by the **CONTRACTOR** has been approved and accepted by the **COUNTY**; and

**WHEREAS**, the parties hereto desire to reduce the terms of this **AGREEMENT** to writing;

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree to the following:

**1. Character of the Work:**

The **CONTRACTOR** agrees to perform Parks and Recreation Field Services RFP, in a manner satisfactory to the **COUNTY**, set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.

**2. Compensation:**

The **CONTRACTOR** agrees to pay the **COUNTY** for services rendered under this agreement in accordance with the bid price set forth in Exhibit "A". **CONTRACTOR** shall submit monthly statements of gross sales. **CONTRACTOR** shall make weekly payments to **COUNTY**. All payments shall be mailed to the **COUNTY**, unless prior arrangements to pick up the payment have been made.

**3. Term of Agreement:**

The term of this Agreement shall be for a period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

**4. Termination:**

If, through any cause, the **CONTRACTOR** shall fail to fulfill in a timely and proper manner its obligations under this Agreement, the **COUNTY** shall thereupon have the right to terminate this Agreement by giving written notice to the **CONTRACTOR** of such termination and specifying the effective date thereof, which effective date shall be no earlier than fourteen (14) calendar days after receipt of the written notice by the **CONTRACTOR**. Notwithstanding, the **CONTRACTOR** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by the virtue of any

breach of this Agreement, and the COUNTY may withhold payment to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages sustained by the COUNTY from such breach can be determined.

**5. Indemnification:**

The CONTRACTOR shall hold harmless and indemnify the COUNTY and its officials, employees, and agents from and against any and all claims, damages, liabilities, suits, actions, judgments, and expenses of litigation (including, without limitation, reasonable attorney's fees) arising from or in any way related to the CONTRACTOR'S performance of this Agreement.

**6. Proof of Insurance:**

The CONTRACTOR shall maintain insurance in the types and amounts stated below during the term of this Agreement and any renewals or extensions thereof, and shall provide adequate proof of same to the COUNTY prior to commencing performance under this Agreement.

*Insurance- Contractor shall maintain at a minimum the following types and amounts of insurance: (i) statutorily required workmen's compensation insurance; (ii) comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and with an endorsement naming White County as an additional insured; and (iii) automobile liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Workman's Compensation and Employer's Liability in limits of liability as provided by statutes of the State of Georgia.*

**7. Assignability/Transferability:**

The CONTRACTOR shall not assign or transfer any interest in this AGREEMENT without the written consent of the COUNTY.

**8. Entire Agreement; Amendments:**

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and all prior agreements relating to the subject matter hereof, whether written or oral, are nullified and superseded hereby, and neither party shall have any further rights or obligations under such superseded agreements. This Agreement may be amended or supplemented only by a written amendment duly executed and signed by all parties to this Agreement.

**9. Notices**

Any notices permitted or required to be given pursuant to this Agreement shall be in writing and shall be deemed sufficient if sent via U.S. mail to the respective parties at the following addresses:

If to the COUNTY:

White County Board of Commissioners  
Attn: White County Manager  
1235 Helen Hwy,  
Cleveland, GA 30528

If to the CONTRACTOR:

Attn: TRUGREEN Limited PARTNERSHIP  
1790 Kirby Parkway Forum II tower  
Memphis, TN 38138

If sent via regular U.S. mail, such written notice shall be deemed to have been "received" three business days after it is deposited in the mail with a proper address and with adequate postage affixed.

**10. No Waiver:**

No failure on the part of either party to this Agreement at any time to require performance by the other party of any term or condition of this Agreement shall be taken or held to be a waiver of such term or condition or in any way affect such party's right to enforce such term or condition, and no waiver on the part of either party of any term or condition of this Agreement shall be taken or held to be a waiver of any other term or condition hereof.

**11. Immunity:**

Nothing contained in this Agreement shall be construed or deemed to be a waiver of any immunity to which the parties or their officials, employees, or agents are legally entitled.

**12. Legal Construction; Severability:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**IN WITNESS WHEREOF**, the **COUNTY** and the **CONTRACTOR** have executed this agreement as of the first date above written.

**COUNTY:**

**CONTRACTOR:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



# WHITE COUNTY

## *Board of Commissioners*

**Item Title:** 2024-2025 Property Liability Insurance Renewal

**For Meeting Date:** 6/3/2024

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Contract / IGA

**Submitted By:** Shanda Murphy

**Attachments:** Yes  **If yes, please list each file name below:**

1. Contribution Breakdown for Renewal
2. \_\_\_\_\_
- 3.

---

**Purpose:**

Consider approval of the 2024-2025 ACCG-IRMA Liability Insurance Renewal.

**Background / Summary:**

- Increase for 2023-2024 was \$81,152.00 (27.09%) increase plus deductible increased from \$2500 to \$10,000
- Increase for 2024-2025 is \$9,720.00 (2.55%)
- This covers property, vehicles, liability (law enforcement& public officials) and Cyber-Security
- 2024-2025 premium will be \$390,414.00
- 

**Department Recommendation:**

Approve renewal

**Options:**

- Approve renewal

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- The \$390,414 premium is included in the FY2025 Proposed Budget

**County Manager Comments:**

-

# Protecting Georgia's Counties.



## ACCG Insurance Programs

ACCG - Group Self-Insurance  
Workers' Compensation Fund  
(ACCG-GSIWCF)

ACCG - Interlocal Risk  
Management Agency  
(ACCG-IRMA)

ACCG - Group Health Benefits  
Program, Inc.  
(ACCG-GHBP)

## Table of Contents

Cover Letter

2024 Coverage Changes

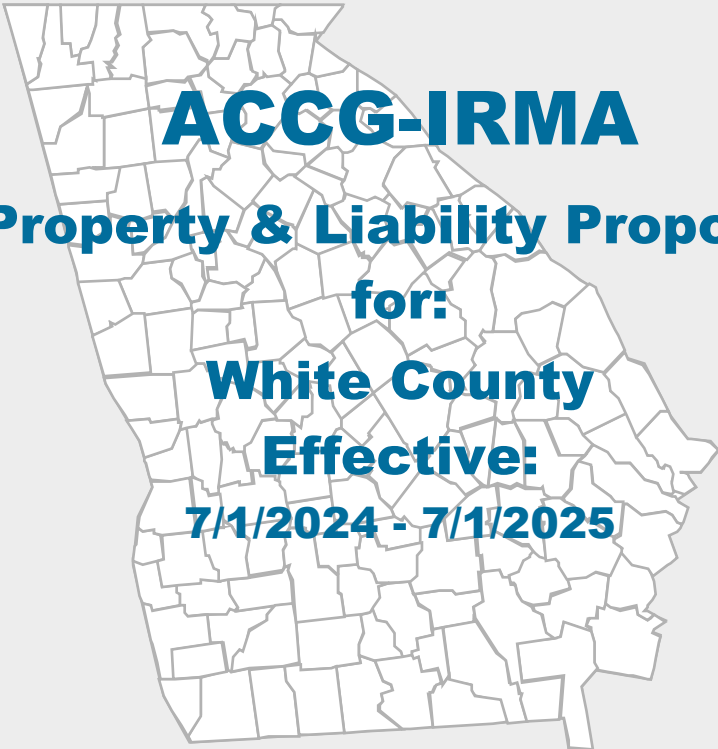
Advantages of  
ACCG-IRMA

Membership Profile

Resource List

Coverage and Limits

Renewal Summary



**ACCG-IRMA**  
**Property & Liability Proposal**  
**for:**  
**White County**  
**Effective:**  
**7/1/2024 - 7/1/2025**

**ACCG**  
**191 Peachtree Street, Suite 700**  
**Atlanta, GA 30303**  
**(404)522-5022**  
**1(800) 858-2224**  
**[www.accg.org](http://www.accg.org)**

Protecting Georgia's Counties.



191 Peachtree Street NE  
Suite 700  
Atlanta, GA 30303  
p 800.858.2224 f 404.522.1897  
[accg.org](http://accg.org)

May 16, 2024

The Honorable Travis Turner, Chairman  
White County  
1235 Helen Hwy  
Cleveland, GA 30528

Attention: Chairman Turner

Enclosed is the ACCG – Interlocal Risk Management Agency (ACCG-IRMA) property & liability renewal for the coverage period 7/1/2024 to 7/1/2025. This includes an overview of the pool's benefits, its coverage and services, a list of fellow Members, and a service contact list. The Contribution Worksheet and invoice are separately attached.

**The Member-owned, non-profit ACCG-IRMA was created in 1987 by Georgia counties and has successfully provided a stable, cost-effective source of specialized property and liability coverages and services.** In the 1980s, commercial insurers abandoned public entities due to costly claims. The situation is similar today, primarily due to increases in auto, law enforcement liability, and property claims. ACCG-IRMA is feeling a similar impact, but remains committed to its purpose to protect Georgia counties.

To cover expected costs, Members' 2024 overall rate will increase 7%. **Equity is paramount, so each Member's renewal contribution is based upon its exposures, such as property, vehicles, payroll, officer counts, etc.; deductibles; geography; safety efforts; and claims experience.**

Due to the timing between collecting contributions and settling claims, insurance companies and pools conservatively invest in fixed income instruments and stocks to earn interest, dividends, and appreciation. Insurance entity regulators allow insurers and pools to invest only in instruments that are highly rated and easily marketable and require them to maintain specific levels of capital and liquid funds to ensure solvency. **ACCG-IRMA's financial strength has helped Members weather recent challenges and has afforded Members the opportunity to receive \$45 million in dividends since the program began.**

**ACCG's dedicated claims staff continues to work diligently to protect and replace Members' assets when a claim occurs. This caliber of service is of great value to Members and to ACCG-IRMA.**

ACCG-IRMA also helps protect Members through the prevention and mitigation of claims through its risk control organization, Local Government Risk Management Services (LGRMS). **Every Member is strongly urged to create and maintain a safety culture and utilize the program's comprehensive risk control services to prevent and reduce future claims. This will help lower the future cost of coverage!**

**ACCG-IRMA Helps Members Reduce Claims Thru:**

- **Risk Control Services:** [LGRMS](#) helps Members understand the causes of claims and works with them to maintain a safer environment.
- **Safety Discounts:** A 5% safety discount is applied when Members meet specified requirements created to encourage loss control. If earned, it is noted on the Contribution Worksheet and invoice.

- **HR Legal Service:** Employment law specialists at Jarrard & Davis provide guidance regarding difficult employment situations in order to avoid preventable lawsuits.
- **Crisis Management Coverage:** A crisis management firm helps Members more effectively respond in certain emergency situations, including workplace violence.
- **Privacy & Security Liability & Expense:** Coverage, loss control, a data breach coach, and incident response services are provided for the actual/reasonably suspected release of private/confidential data. Higher limits may be purchased.

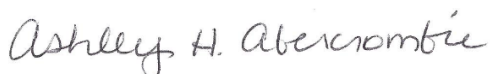
**Contribution Worksheet - Options:** It is imperative that you return the Contribution Worksheet by July 1<sup>st</sup> via email ([accginsurance@accg.org](mailto:accginsurance@accg.org)). If a deductible option is provided and/or higher limits of liability insurance are desired, please check the chosen option(s). If a claim occurs after the new coverage period begins and before we receive notice of a change in deductibles and/or limits, last year's deductibles and/ or limits will apply.

**Payment is due upon receipt; kindly mail payment to the bank noted on the invoice by July 1.** A finance charge of 7% annual, pro-rated daily interest will be necessary on any contributions 30 days past due. If a change in deductibles/limits is noted on the Contribution Worksheet, a separate invoice will be sent for the change in contribution.

**Flood and Earthquake Coverage:** Limited Flood and Earthquake protection is provided as shown in the Coverages and Limits section of this proposal. Higher limits may be purchased. Note that any property located in Special Flood Hazard Areas (SFHAs) must be properly identified as being in Zone A or V on the Statement of Values or Flood coverage will be excluded for that location. Locations in SFHAs have deductibles of \$500,000 per building/structure and \$500,000 contents before the ACCG-IRMA's Flood coverage will apply. Upon your written request, ACCG can assist you with coverage through the National Flood Insurance Program to satisfy the ACCG-IRMA deductible requirements for eligible locations in SFHAs. Should you have questions about any of your affected locations, call 1 (800) 858-2224 or (404) 522-5022.

On behalf of the ACCG-IRMA Board of Trustees and the other Members, we appreciate your continued support of the ACCG Insurance Programs. Please reach out to us should you have any questions about your renewal.

Sincerely,



Ashley H. Abercrombie, CPCU, ARM  
Director of Property & Casualty Programs

cc: Ms. Shanda Murphy, Clerk /H R Director



## ACCG-IRMA COVERAGE AGREEMENT CHANGES

The following changes to the ACCG-IRMA Coverage Agreement effective July 1, 2024 were approved at the ACCG-IRMA Board of Trustees meeting on April 26, 2024:

### GENERAL COVERAGE DECLARATIONS

- Revised Section I – Property Limits of Liability to refer to Schedule of Values on file with IRMA.

### SECTION I – PROPERTY COVERAGE

- Added 125% limitation per Location (Margin Clause) - which caps maximum recovery at 125% of the scheduled values combined for each reported Location.

**Example:**

Building A is listed on the schedule on file with IRMA at \$100,000.

Building A sustains a loss and the actual replacement cost determined after loss will be \$150,000.

Limit is 125%. ( $\$100,000 \text{ scheduled value} \times 1.25 = \$125,000$ )

Maximum loss payable is \$125,000 in accordance with a 125% margin clause, with \$25,000 uninsured of the \$150,000 total loss.

*Please make sure to review included and/or online Property Schedule limits for adequacy..*

- Added \$50,000,000 sublimit for Named Storm.
- Added \$100,000 sublimit for Insect, Animal, and Vermin Damage to Mobile Equipment and Vehicles.
- Removed 1,000 feet extension for property coverage for contractors/subcontractors property.
- Clarified valuation criteria for unscheduled and scheduled Fine Arts.
- Changed name of Historical Reproduction Cost to Reproduction Cost and eliminated redundant wording.
- Added wording for Reproduction Cost option for scheduling non-historical property.
- Revised definition of Vacant to clarify vacancy qualifying % intent.
- Changed Member to Named Member in several sections.
- Non-substantive changes to capitalization, spacing, grammar, punctuation and formats were also made.

### LIABILITY SECTIONS II, III, IV, V and VII

- No Changes

### ADDITIONAL CHANGES

- Updated Named Storm Deductible and Property Upgrade to Green Endorsements to change Member to Named Member.
- Non-substantive changes to capitalization, spacing, grammar, punctuation and formats were also made.

*This overview is not part of the ACCG-IRMA Coverage Agreement and does not provide or explain all provisions of the Coverage Agreement. Please review the Coverage Agreement for complete information on all coverages, terms, conditions and exclusions.*

## About ACCG

ACCG is a non-profit organization formed in 1914 to enhance the role, stature and responsiveness of county government in Georgia. One of the ACCG's services is providing quality, cost-effective risk management and insurance programs to meet the specific needs of Georgia county governments. The ACCG administers the following insurance programs:

- Group Self-Insurance Workers' Compensation Fund
- Interlocal Risk Management Agency (Property & Liability, Firefighters' Cancer)
- Group Health Benefits Program

## About ACCG-IRMA

The ACCG - Interlocal Risk Management Agency (ACCG-IRMA) is a self-insurance pool for Georgia county governments, whereby the members join together to provide a source of coverage for their property, liability, and other risks. Instead of relying on traditional insurance, members contribute to a joint fund to cover risks. In return, they receive financial protection and specialized risk management services tailored to Georgia counties and county authorities.

- Established in 1987 under O.C.G.A. 36-85-1 et. seq,
- ACCG-IRMA began with 14 charter members and now has 179 members, with \$151 million in assets.
- Most of the 500+ intergovernmental pools in existence today were originally formed during the hard insurance market in the 1980s.

## Financially Sound and Stable Source of Coverage

Despite ongoing difficulties in obtaining commercial coverage for public entities, the consistent growth of intergovernmental pools clearly establishes that pools are a successful long-term, stable alternative to traditional insurance carriers.

In a hard insurance market with changing coverage terms and increased pricing in the commercial insurance industry, one need not worry about whether the ACCG-IRMA will be interested in covering the risk management and insurance needs of Georgia county governments in the future. The ACCG-IRMA was created for this very reason.

As evidenced by its financials, ACCG-IRMA continues to be a financially sound program due to the professionals who service the program and the cooperation and dedication of the membership. The ACCG-IRMA also purchases reinsurance to provide additional financial protection to the pool.

The ACCG-IRMA, with over 100 years of experience assisting Georgia's county governments, is owned and operated by its members, who understand the unique needs of county governance. The program offers a tailored coverage package, including property and liability protection, designed specifically for Georgia county governments.

- Quality, cost-effective risk management and insurance programs
- ACCG-IRMA is a non-profit organization created specifically for Georgia county governments
- A successful, long-term alternative to traditional insurance carriers
- Financially sound, stable source of property and liability coverages

## Specialized, Professional Services

The ACCG-IRMA provides the highest level of comprehensive risk management and insurance services available to Georgia county governments.

**Administrative/Brokerage Services** ACCG has in-house expertise for underwriting the exposures of all current and prospective members as well as providing daily service to the membership. Marsh & McLennan Agency provides stand-alone policies outside of ACCG-IRMA for members as needed.

**Risk Control/Safety Services** Local Government Risk Management Services (LGRMS), jointly created by the ACCG and the Georgia Municipal Association (GMA), provides specialized loss control and safety engineering services to the membership at no additional cost. The staff has an average of 15 years' experience in risk control for Georgia public entities and is strategically located throughout the State of Georgia. Services include on-site and regional training, written communications on timely topics, and analysis of and assistance with problem areas. LGRMS' website, [lgrms.com](http://lgrms.com), provides members special access to a video library, sample policies and procedures, and other valuable information that helps reduce risk and improve safety for citizens, employees, volunteers and public officials.

**Claims Administration Services** Effective claims administration is key to a successful program. The ACCG's highly experienced dedicated claims professionals assist in an objective determination of the member's liability and effectively manage expenses based upon that determination. Our claims unit has the unparalleled level of knowledge and expertise that comes from having settled over 175,000 Georgia county government claims. Our Georgia-based professionals manage claims using industry best practices, have extensive knowledge of Georgia law and manageable caseloads, and utilize state-of-the-art claims administration systems so they can handle the members' claims in the most effective, cost-efficient manner.

**Cyber Risk eRisk Hub®** Members also have free access to a private web-based portal called the eRisk Hub®, which contains a wealth of information and technical resources to assist in the prevention of network, cyber and privacy losses. The website includes a risk assessment designed to help counties identify areas for improvement in data security. It also provides support in the timely reporting and recovery of losses if an incident occurs. If a member experiences and reports a data breach or other privacy/cyber liability incident to the ACCG Claims Unit, we will contact the breach coach, a privacy attorney, to help manage the situation.

**Crisis Management Coverage** ACCG-IRMA will pay up to \$100,000 per event and annual aggregate, subject to a \$2,500 deductible, for the services of a crisis management firm in certain emergency situations or for workplace violence counseling expenses due to workplace violence events. The first hour of crisis management service per event is free and that is enough time for many crises. Contact the ACCG Claims Unit to take advantage of this service if needed.

**Property Appraisals** Each ACCG-IRMA member is provided with a professional property appraisal at least once every five years. The appraisals are a valuable tool for county governments to have an accurate accounting and inventory of owned properties. The process often identifies buildings owned by the county which may not have been reported to ACCG-IRMA and buildings scheduled or reported for insurance which have been sold or demolished. Upon completion of the appraisal, the member will be provided an electronic copy of the appraisal, which contains a photograph and valuation data on every building valued at \$100,000 or more.

- Member-owned and controlled
- Managed by Georgia county government officials
- Tailored coverage package to meet the needs of Georgia county governments
- Experienced claims professionals dedicated to ACCG-IRMA members
- Unparalleled level of service, knowledge and expertise in managing Georgia county government claims
- Comprehensive safety services dedicated to Georgia local governments
- A professional appraisal service ready to assist in ascertaining adequate replacement cost values for your property
- Online services for your convenience
- Toll-free numbers for all services

## Specialized, Professional Services (continued)

**HR Legal Service** ACCG-IRMA provides HR legal service designed to help counties handle difficult employment situations. When a problem arises, an appointed county liaison should check with their organization's HR resource and/or legal counsel to determine whether additional guidance is needed. If so, the liaison may contact employment law specialists at Jarrard & Davis through the ACCG's website to seek further input at no additional cost to the member.

The service is available for disciplinary action, including termination, or employee allegations of harassment or retaliation, or questions regarding any of the following:

- Family and Medical Leave Act (FMLA)
- Americans with Disabilities Act (ADA)
- Reductions in force/ reorganizations
- Title VII of the Civil Rights Act of 1964 (i.e., employment discrimination)
- Age Discrimination in Employment Act (ADEA)
- Fair Labor Standards Act (FLSA)

## Success

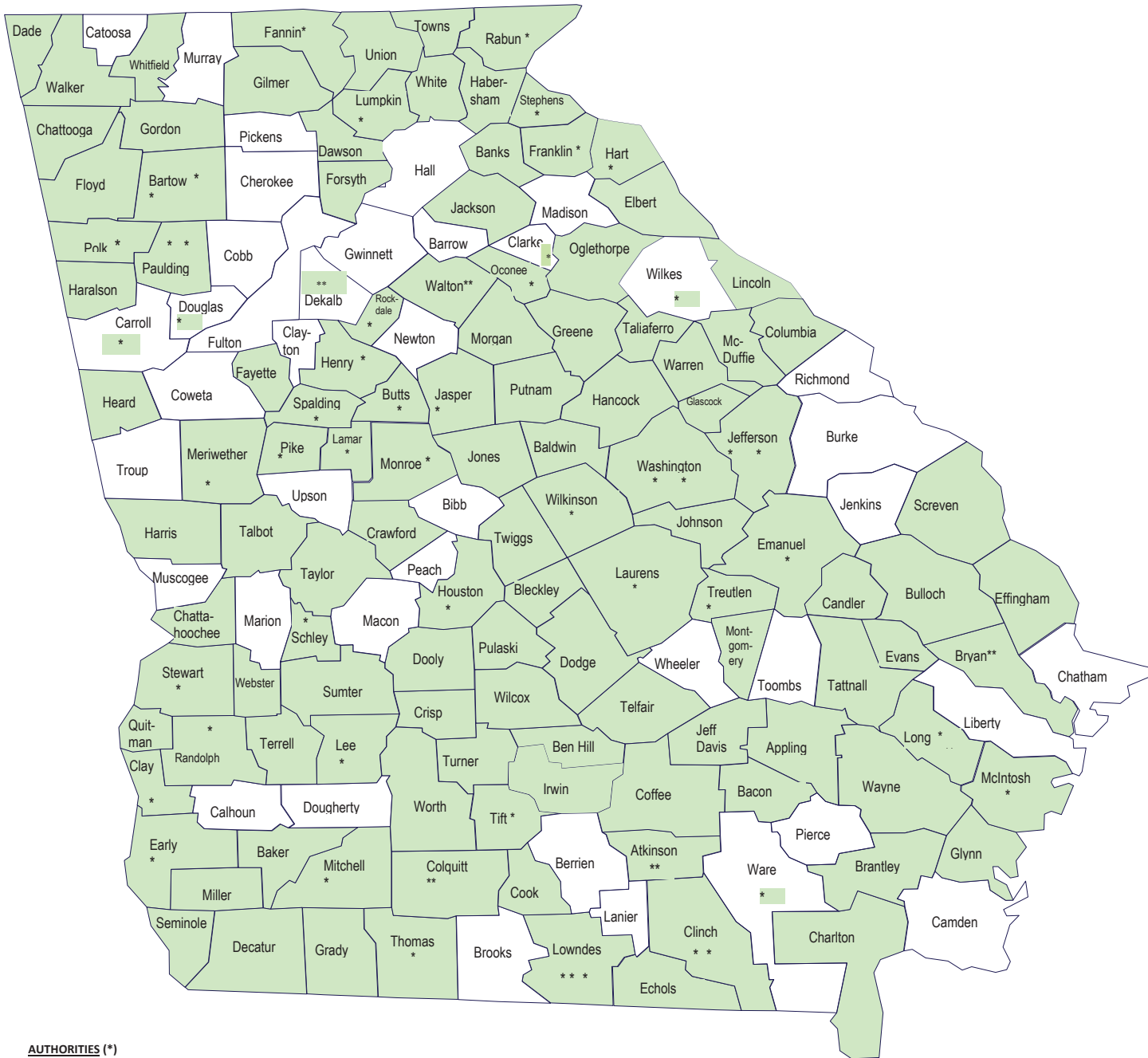
The ACCG-IRMA has been successful because of its commitment to provide a financially sound and stable source of risk management and insurance services specifically for Georgia county governments. The program continues to save the members money up front in premium costs and on the back-end in deductible payments and dividends. The ACCG-IRMA can provide broad coverage and professional services while keeping contribution requirements at a break-even level because of these features:

- Non-profit
- Improved cash flow
- Tax-exempt status
- No premium tax
- No commissions
- Low overhead costs

Insurance companies primarily make money from underwriting income and investment income held in reserve to pay claims. Pooling allows members and their taxpayers to enjoy the benefit of that income in the program as surplus accrues to the benefit of the members. So far, the ACCG-IRMA has returned \$45 million in the form of dividends to its membership!

In conclusion, pool members benefit from having more control over their program costs and from receiving high quality loss control and claims management services that tend to make them better risks in the future. The ACCG-IRMA appreciates the continued commitment and support of its members and service providers which have made this program so successful.

- HR Legal Service included
- Surplus accrues to the benefit of the members
- ACCG-IRMA has returned \$45 million in dividends to the membership!
- We can help make you a better risk in the future
- Success due to continued commitment and support of our members and service providers



**AUTHORITIES (\*)**

Atkinson County Solid Waste Authority  
 Bartow-Cartersville Joint Development Authority  
 Bartram Trail Regional Library System (Wilkes)  
 Bryan County Public Facilities Authority  
 Butts County Water & Sewer Authority  
 Carroll County Water Authority  
 City of Dublin & Laurens County Development Authority  
 Clinch County Development Authority  
 Coastal Plain Regional Library (Tift)  
 Conyers-Rockdale Library System  
 DeKalb County Private Hospital Authority  
 Development Authority of Bartow County  
 Development Authority of Bryan County  
 Development Authority of DeKalb County  
 Development Authority of Jefferson County  
 Development Authority of Long County  
 Development Authority of Monroe County  
 Development Authority of Rabun County  
 Development Authority of Walton County  
 Douglasville-Douglas County Water & Sewer Authority  
 Emanuel County Development Authority

Fall Line Regional Development Authority (Wilkinson)  
 Fannin County Water Authority  
 Flint River Regional Library (Spalding)  
 Franklin County Industrial Building Authority  
 Hart County Water & Sewer Utility Authority  
 Henry County Library System  
 Hospital Authority of Colquitt County  
 Houston County Development Authority  
 Jasper County Water & Sewer Authority  
 Jefferson County Library System  
 Joint Development Authority of Jasper, Morgan, Newton & Walton County  
 Lamar County Regional Solid Waste  
 Lee County Utilities Authority  
 Lower Chattahoochee Regional Transit Authority (Sumter)  
 Lumpkin County Water & Sewerage Authority  
 McIntosh County Industrial Development Authority  
 Meriwether County Water & Sewerage Authority  
 Middle Flint Regional 911 Authority (Schley)  
 Moultrie Colquitt County Parks Recreation Authority  
 Oconee County Industrial Development Authority

Paulding County Airport Authority  
 Paulding County Industrial Building Authority  
 Pike County Parks & Recreation Authority  
 Pine Mountain Regional Library System  
 Polk County Water, Sewer, & Solid Waste Authority  
 Satilla Regional Water & Sewer Authority (Ware)  
 Sinclair Water Authority (Putnam)  
 South Georgia Regional Library System (Lowndes)  
 Southwest Georgia Regional Commission (Mitchell)  
 Stephens County Development Authority  
 Stewart County Water & Sewer Authority  
 Thomas County Public Library  
 Treutlen County Development Authority  
 Tri-County Joint E-911 Authority (Clinch)  
 Upper Oconee Basin Water Authority  
 Valdosta-Lowndes County Airport Authority  
 Valdosta-Lowndes County Conference Center & Tourism Authority  
 Washington County Airport Authority  
 Washington County Development Authority

## Staff

### **ACCG — [accg.org](http://accg.org) /email: [accginsurance@accg.org](mailto:accginsurance@accg.org)**

191 Peachtree St NE, Suite 700

Atlanta, GA 30303

404-522-5022 / 800-858-2224 / 404-522-1897 (Fax)

Ashley Abercrombie, Director of Property & Casualty Programs	404.589.7828	<a href="mailto:aabercrombie@accg.org">aabercrombie@accg.org</a>
Dena Stewart, Property & Casualty Programs Manager	404.589.7864	<a href="mailto:dstewart@accg.org">dstewart@accg.org</a>
Ben Pittarelli, Director of Health Program & Insurance Marketing	404.589.7840	<a href="mailto:bpittarelli@accg.org">bpittarelli@accg.org</a>
Joe Dan Thompson, Marketing & Field Services Representative	404.589.7862	<a href="mailto:jthompson@accg.org">jthompson@accg.org</a>
Matt Autry, Underwriting & Member Services Manager	678.225.4264	<a href="mailto:mautry@accg.org">mautry@accg.org</a>
Glenda Williams, Senior Member Services Associate	678.225.4253	<a href="mailto:gdwilliams@accg.org">gdwilliams@accg.org</a>
Lisa Wood, Senior Member Services Associate	404.589.7874	<a href="mailto:lwood@accg.org">lwood@accg.org</a>
Rylan Little, Underwriting and Member Services Assistant	404.589.7838	<a href="mailto:rlittle@accg.org">rlittle@accg.org</a>

## Claim Services

### **ACCG Claims Administration Services – [accg.org](http://accg.org)**

191 Peachtree St NE, Suite 700

Atlanta, GA 30303

678-591-4079 / 877-421-6298 / 888-221-4079 (Fax)

Melanie Graham, Director of Claims Administration Services	678.225.4250	<a href="mailto:mgraham@accg.org">mgraham@accg.org</a>
Bryan Wells, IRMA Lead Examiner	678.225.4269	<a href="mailto:bwells@accg.org">bwells@accg.org</a>
Mary Reid, Insurance Services Supervisor	678.225.4263	<a href="mailto:mreid@accg.org">mreid@accg.org</a>

## Loss Control

### **Local Government Risk Management Services, Inc. – [lgrms.com](http://lgrms.com)**

3500 Parkway Lane, Suite 110

Norcross, GA 30092

678-686-6279 / 800-650-3120 / 770-246-3149 (Fax)

Dan Beck, CSP

Director of Safety & Loss Control

[dbeck@lgrms.com](mailto:dbeck@lgrms.com)

# Coverages & Limits

This overview is not a part of your Coverage Agreement and does not provide or explain all provisions of the Coverage Agreement. Please review the Coverage Agreement for complete information on all coverages, terms, conditions and exclusions.

## Third-Party Liability Coverage Overview

### COVERAGES

Primary General Liability (Occurrence Form) *	Yes
• Per Occurrence & Aggregate Limits	\$3,000,000; No Aggregate
• Deductible	\$10,000
Law Enforcement Liability (Occurrence Form) *	Yes
• Per Wrongful Act & Aggregate Limits	\$3,000,000; \$6,000,000
• Deductible	\$10,000
Automobile Liability (Occurrence Form) *	Yes
• Per Occurrence & Agg. Limits**	\$3,000,000; No Aggregate
• Deductible	\$10,000
• Uninsured Motorists	\$0
Public Officials E&O Liability (Part A) and Employee Benefits Liability (Part B) *	Yes
• Per Wrongful Act & Aggregate Limits	\$3,000,000; \$6,000,000
• Deductible	\$10,000
• Coverage Form	(A) Occurrence (B) Claims Made

### EXTENSIONS (Including but not limited to)

Blanket Contractual Liability	Yes
Broadened Personal Injury Definition	Yes
Broadened Named Insured Definition	Yes
Care, Custody & Control	Yes
Defense in Addition to Limits	Yes
Incidental Malpractice	Yes
Independent Contractors	Yes
Limited Pesticide/Herbicide Applicator Coverage	Yes
Limited Pollution from Hostile Fire, Firefighting Activities, etc.	Yes
Terrorism Coverage	Yes
Sexual Misconduct	Yes
Single Occurrence Deductible for Multiple-Line Program	Yes

### EXCLUSIONS (Including but not limited to)

Aircraft/Airport Operations; Unmanned Aircraft (Unless Endorsed)	Yes
Asbestosis	Yes
Communicable Disease	Yes
Condemnation/Inverse Condemnation	Yes
Fungus	Yes
Hospital/Clinic Malpractice	Yes
Nuclear Incidents	Yes
Perfluoroalkyl and Polyfluoroalkyl Substances	Yes
Pollution, Contamination and Seepage	Yes
Professional Malpractice (other than Incidental Malpractice)	Yes
War and Risks	Yes
Workers' Compensation/Employers' Liability/Occupational Disease	Yes

- Covers entity, authorized volunteers, employee, public officials, and commissioners, boards and committees and their members appointed by the county governing authority while acting behalf of the county.
- All liability on occurrence basis, except for Employee Benefits Liability
- Defense in addition to the limits
- Includes malpractice for emergency medical services
- Coverage for employment-related claims included
- Excess liability limits available; Dams 25 feet in height and/or 50 acre feet storage capacity must be underwritten separately.

\* Higher limits are available upon request. The limits for Part A and Part B apply in total over Part B and not separately to each part.

\*\* Automobile Liability is subject to limits of \$500,000 bodily injury per person / \$700,000 bodily injury per accident / \$50,000 property damage as stated under O.C.G.A. § 36-92-2 and provided by Sovereign Immunity Protection Endorsement attached to the ACCG-IRMA Coverage Agreement.

## Property and Crime Coverage Overview

### PROPERTY

Real & Personal Property Limit	Per Schedule on file
• Include Increased Cost of Construction	Yes - \$2,500,000
• Include Builders Risk Coverage for New Construction	Yes - \$5,000,000 max
All Risks (subject to the standard exclusions)	Yes
Replacement Cost Coverage (as scheduled; except Auto/Mobile Equipment)	Yes
• Requirement to Rebuild on Same Site	No
• Limitation on combined loss per Location	125% of scheduled value
Deductible	\$10,000*

### CRIME

Blanket Employee Dishonesty Bond	\$50,000 per Employee **
Statutory Bonds	Various Limits as Required **
Computer Theft and Funds Transfer Fraud	\$150,000
Forgery & Alteration	\$150,000
Money & Securities (Loss Inside/Outside)	\$150,000
Social Engineering Fraud – Annual Aggregate	\$25,000
Deductible	\$0 on Statutory Bonds; otherwise, \$10,000

### EXTENSIONS (Including but not limited to)

Accounts Receivable	\$1,000,000
Automobile Physical Damage	Per Schedule on File
Business Income and Extra Expense Combined	\$5,000,000
Contingent Business Income and Extra Expense	\$250,000
Coinsurance Requirements	No
Debris Removal	Lesser of \$2,500,000/25% loss
Earthquake (Annual Aggregate) *	\$5,000,000
Evacuation Expense	\$250,000
Flood (Annual Aggregate)* (Except \$1,000,000 per occurrence and aggregate for scheduled properties in Special Flood Hazard Area)	\$10,000,000
Landscaping (subject to \$15,000 any one shrub or tree)	\$100,000
Miscellaneous Unnamed Property	\$100,000
Mold Resulting from a Defined Peril	\$1,000,000
Newly Acquired Property and Automobile and Mobile Equipment	\$5,000,000
Outdoor Property (Defined Perils)	Yes
Personal Effects (Property of Employees and Others)	\$50,000
Terrorism	Yes
Transit	\$100,000
Unmanned Aircraft Systems	\$100,000
Upgrade to Green	Yes
Valuable Papers & Records	\$1,000,000

### EXCLUSIONS (Including but not limited to)

Aircraft and/or Watercraft (>26ft.)	Yes
Communicable Disease	Yes
Crops or Timber	Yes
Nuclear, Biological & Chemical Incidents	Yes
War Risks	Yes
Wear, Tear, Deterioration	Yes

- Replacement cost/stated value coverage
- Newly acquired vehicles and property valued under \$500,000 automatically covered mid-term without notice to ACCG-IRMA; not auditable
- Crime and blanket bond coverages, including statutory

\* Additional limits per occurrence and aggregate available upon request. For scheduled properties in Special Flood Hazard Areas, the deductible is the maximum limit available in the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents.

\*\* In no event will IRMA pay more than \$500,000 per Occurrence for Blanket Employee Dishonesty and Faithful Performance and Statutory Bonds combined. Higher limits are available for all Crime coverages upon written request and payment of additional contribution.



## Equipment Breakdown Coverage Overview

COVERED OBJECTS	PER VALUES SUBMITTED
Air Conditioning Systems	Yes
Boilers & Pressure Vessels	Yes
Combustion Engines	Yes
Compressors	Yes
Electrical Motors	Yes
Electrical Wiring	Yes
Electronic Computer or Electronic Data Processing Equipment, Media or Data	Yes
Fans/Blowers	Yes
Generators	Yes
Hot Water Heating System Piping	Yes
Pumps	Yes
Refrigeration Systems	Yes
Static Content Vessels	Yes
Switchgear	Yes
Transformers	Yes
Turbines	Yes
Vacuum Vessels	Yes
<b>COVERAGES INCLUDED (Including but not limited to)</b>	
Business Income/Extra Expense	Yes
Explosion	Yes
Refrigeration Interruption	Yes
Replacement Cost Valuation	Yes
Spoilage & Contamination	Yes
<b>SUBLIMITS</b>	
Spoilage	\$500,000
Service Interruption	\$1,000,000
Expediting Expenses	\$500,000
Business Income and Extra Expense	\$10,000,000
Hazardous Substances	\$1,000,000
Ammonia Contamination	\$500,000
Electronic Data and Media	\$1,000,000
CFC Refrigerants	\$250,000
Computer Equipment	\$50,000,000
Deductible	\$10,000

- Jurisdictional inspections included
- Efficiency upgrade enhancement
- Infrared services available at discounted cost
- Privacy & Security incident response services coverage

## Privacy and Security Liability and Expense

<b>COVERAGES INCLUDED (Including but not limited to)</b>	
Liability – Per Occurrence & Aggregate (subject to \$10,000,000 IRMA Annual Aggregate for all Members)	\$1,000,000
Sublimits (including but not limited to):	
Data Breach Expenses	\$500,000
Cyber Extortion Coverage – Annual Aggregate	\$50,000
Deductible	\$25,000

## ACCG-IRMA Renewal Proposal Summary – DEDUCTIBLE OPTION 7/1/2024 to 7/1/2025

**Member: White County**

COVERAGE	EXPIRING DEDUCTIBLES	DEDUCTIBLE OPTION
Auto Liability/Physical Damage (AL/APD)	\$10,000	\$15,000
Crime	\$10,000	\$15,000
General Liability (GL)	\$10,000	\$15,000
Law Enforcement Liability (LEL)	\$10,000	\$15,000
Property & Equip. Breakdown (PROP)	\$10,000	\$15,000
Public Officials Liability (POL)	\$10,000	\$15,000
Privacy & Security (Cyber)	\$25,000	\$25,000
CONTRIBUTIONS	EXPIRING DEDUCTIBLES	DEDUCTIBLE OPTION
<b>Renewal Contribution:</b>	<b>\$405,691</b>	<b>\$392,776</b>
<b>Less Safety Credit:</b>	<b>(\$15,277)</b>	<b>(\$14,631)</b>
<b>Net Contribution Due:</b>	<b>\$390,414</b>	<b>\$378,145</b>

\*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Hazard Zones for Flood, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents. Highest applicable deductible will apply.

### ADDITIONAL LIMITS OF LIABILITY COVERAGE

Your Limit for Liability Coverage (Included in Contribution Above): \$3,000,000  
 Note that these are the limits you chose last year.

With \$3,000,000 on Auto  
Liability

Your liability limits may be increased in increments of \$1,000,000.  
 We have provided the cost of any additional limits below.

(If Automobile Liability is specifically itemized in Your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)

<u>Option</u>	<u>Additional Annual Cost</u>
Increase Limits to \$4,000,000	\$6,734
Increase Limits to \$5,000,000	\$12,308

The Sovereign Immunity Protection Endorsement attached to the ACCG-IRMA Coverage Agreement caps Automobile Liability, where allowed by law, to limits of \$500,000 bodily injury per person / \$700,000 bodily injury per accident / \$50,000 property damage as stated under O.C.G.A. § 36-92-2.

For those members buying a General Liability limit of \$4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to \$3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call ACCG, the ACCG-IRMA Administrator, at 1.800.858.2224.



May 22, 2024

Ms. Shanda Murphy  
 White County  
 1235 Helen Hwy  
 Cleveland, GA 30528

Attention: Ms. Shanda Murphy

Subject: ACCG-IRMA Contribution Breakdown

This document serves to provide assistance in breaking down the IRMA contribution by department for cost allocation purposes. There are numerous acceptable ways of effectively allocating the contribution to the various departments within your county. We have developed one method that will allow you to customize your contribution breakdown according to your county's specific needs. We have attempted to simplify the allocation process due to the many factors that go into the renewal pricing, so that you can easily allocate the contributions as you see fit.

We have provided a standard exposure basis for each of the coverage areas below as well as the exposures you recently provided to us for the renewal. Also provided is the percentage of contribution for each category as it relates to your total contribution. Based on this percentage and the exposures within that category, we have developed an estimated allocated cost per unit for the deductible purchased in the previous coverage period. (If the county chooses a different deductible for the renewal coverage period, you can pro-rate these costs accordingly). In order to calculate a specific department's share of the contribution for a particular category, multiply their portion of the total exposure by the allocated cost per unit.

<b>Coverage</b>	<b>Exposure Basis</b>	<b>Total Exposures</b>	<b>Cost Per Unit</b>	<b>% of Contribution</b>
General Liability, Law Enforcement Liability, Public Officials Liability and Crime	Payroll (Per \$100)	\$13,357,662	\$0.56	24%
Automobile Liability	# of Vehicles	224	\$370	27%
Auto Physical Damage	# of Vehicles	125	\$646	26%
Property, Boiler & Machinery	Total Insurable Values (Per \$100)	\$68,328,464	\$0.10	22%
<b>Total Contribution</b>				<b>\$305,533</b>
Excess Liability (if applicable)				\$100,158
Safety Credit (if applicable)				-\$15,277
Rate Credit (if applicable)				-
Dividend Credit (if applicable)				-\$0

**As an example for the first coverage category, if the Road Department has payroll of \$1,000,000 and an allocated cost per unit for Liability is \$2.2, you would calculate their portion of the contribution as follows:**

$$\$1,000,000/\$100 \text{ Per Payroll} \times \$2.2 = \$22,000$$

On the Auto Liability and Physical Damage, for example, if the Road Department has 10 vehicles and an allocated cost per unit is \$360, you would calculate their portion of the contribution as follows:

$$10 \text{ Vehicles} \times \$360 = \$3,600$$

For the Property and Boiler & Machinery coverage, if the Road Department has \$2,000,000 in total insurable values according to the ACCG-IRMA Statement of Values form and an allocated cost per unit of \$.094, you would calculate their portion of the contribution as follows:

$$\$2,000,000/\$100 \text{ Per TIV} \times .094 = \$1,880$$

As for the Excess Liability that your county may have purchased, since the coverage applies excess over your General Liability, Public Officials Liability, Law Enforcement Liability and Auto Liability coverages, you could allocate the same proportion of the Excess Liability to each of the departments. For instance, if the Road Department is responsible for 20% of the General Liability, Public Officials Liability, Law Enforcement Liability and Auto Liability contributions according to the above cost allocation process, they would pay 20% of the Excess Liability contributions. The same principal could apply to the Safety and Dividend Credits, if you received them for this Coverage Period, and you would like it credited to each of the departments.

Of course, if you have any questions about how to work with this suggested format or if you have any other questions about the allocation of costs, please give me a call. As always, we appreciate your membership in the ACCG-IRMA and look forward to working with you in the coming year.

Sincerely,

Matt Autry, ARM-E, CIC, CSR  
Underwriting and Member Services Manager  
ACCG-IRMA Administrator

<b>ACCG-IRMA Contributions by Coverage</b>	
General Liability	\$8,066
Law Enforcement Liability	\$43,265
Public Officials Liability	\$20,871
Automobile Liability	\$82,872
Automobile Physical Damage	\$80,782
Property	\$63,834
Boiler & Machinery	\$3,195
Crime	\$2,648
Total Primary Contribution	\$305,533
Excess Liability Contribution	\$100,158
Less Safety Credit (if applicable)	-\$15,277
Less Rate Credit (if applicable)	-
Less Dividend Credit (if applicable)	-\$0
<b>Net Contribution Due</b>	<b>\$390,414</b>

INTERLOCAL RISK MANAGEMENT AGENCY  
**INVOICE**



*PLEASE MAKE CHECK PAYABLE TO THE ACCG-IRMA.  
MAIL PAYMENT AND ONE COPY OF INVOICE IN AN ENVELOPE TO:*

**Truist Trust Dept – Income Processing 1**  
**ACCG-IRMA # 0375**  
**P.O. Box 896741**  
**Charlotte, NC 28289-6741**

White County  
1235 Helen Hwy  
Cleveland, GA 30528

MEMBER: NO.: 6650  
INVOICE NO.: 24-07-6650IRMA  
**DUE DATE: 7/1/2024**

INSURANCE DESCRIPTION <b>PROPERTY &amp; LIABILITY</b>	DEPARTMENT <b>ACCG INSURANCE PROGRAMS</b>
--	--

COVERAGE PERIOD		DESCRIPTION	AMOUNT DUE
EFFECTIVE	EXPIRATION		
7/1/2024	7/1/2025	<b>ACCG-IRMA Renewal Contribution</b> <b>Limit of           \$3,000,000</b> <b>Liability:</b> <p style="text-align: center;">With \$3,000,000 on Auto Liability</p> <b>Less Safety Credit:</b>	 <b>\$405,691</b>          <b>(\$15,277)</b>
<b>CONTRIBUTIONS ARE DUE IN FULL BY DUE DATE 7/1/2024.</b>  <b>PAYMENT OPTION 1 (Shown Above): SAME AS EXPIRING DEDUCTIBLES:</b> \$10,000 AL/APD; \$10,000 Crime; \$10,000 GL; \$10,000 LEL; \$10,000 PROP; \$10,000 POL; \$25,000 Cyber			<b>\$390,414</b>
<b>PAYMENT OPTION 2: DEDUCTIBLE OPTION:</b> \$15,000 AL/APD; \$15,000 Crime; \$15,000 GL; \$15,000 LEL; \$15,000 PROP; \$15,000 POL; \$25,000 Cyber			<b>\$378,145</b>

**PLEASE RETURN ONE COPY WITH YOUR REMITTANCE**

The ACCG-IRMA is non-profit and member-owned. Prompt payment of your contribution is necessary to keep the cost of coverage down for all members. A finance charge of 7% annual, pro-rated daily interest will be assessed on any contributions over 30 days past due. Should you have any questions about this invoice, please call Glenda Williams at ACCG at 678.225.4253.

**WE APPRECIATE YOUR PARTICIPATION IN  
THE ACCG – INTERLOCAL RISK MANAGEMENT AGENCY.**

## ACCG-IRMA

### Renewal Contribution Worksheet – Deductible Option

7/1/2024 to 7/1/2025

**Member:** White County

COVERAGE	SAME AS EXPIRING DEDUCTIBLES	DEDUCTIBLE OPTION
Auto Liability/Physical Damage (AL/APD)	\$10,000	\$15,000
Crime	\$10,000	\$15,000
General Liability (GL)	\$10,000	\$15,000
Law Enforcement Liability (LEL)	\$10,000	\$15,000
Property & Equip. Breakdown (PROP)	\$10,000	\$15,000
Public Officials Liability (POL)	\$10,000	\$15,000
Privacy & Security (Cyber)	\$25,000	\$25,000
<b>CONTRIBUTIONS</b>		
<b>Renewal Contribution:</b>	<b>\$405,691</b>	<b>\$392,776</b>
<b>Less Safety Credit:</b>	<b>(\$15,277)</b>	<b>(\$14,631)</b>
<b>Net Contribution Due:</b>	<b>\$390,414</b>	<b>\$378,145</b>

\*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Flood Hazard Areas, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents. Highest applicable deductible will apply.

ADDITIONAL LIMITS OF LIABILITY COVERAGE	
Your Limit for Liability Coverage (Included in Contribution Above): Note that these are the limits you chose last year.	\$3,000,000  With \$3,000,000 on Auto Liability
Your liability limits may be increased in increments of \$1,000,000. We have provided the cost of any additional limits below.	
(If Automobile Liability is specifically itemized in your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)	
<u>Option</u>	<u>Additional Annual Cost</u>
Increase Limits to \$4,000,000	\$6,734
Increase Limits to \$5,000,000	\$12,308

The Sovereign Immunity Protection Endorsement attached to the ACCG-IRMA Coverage Agreement caps Automobile Liability, where allowed by law, to limits of \$500,000 bodily injury per person / \$700,000 bodily injury per accident / \$50,000 property damage as stated under O.C.G.A. § 36-92-2.

For those members buying a General Liability limit of \$4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to \$3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call ACCG Underwriting & Member Services at 1.800.858.2224.

Complete page 2 and return to [accginsurance@accg.org](mailto:accginsurance@accg.org) by 7/1/2024

**EXPOSURES AND VALUES NOTICE**

It is important to maintain an accurate Schedule of Values on your entity's property at 100% replacement cost unless otherwise noted to secure sufficient coverage in the event of a claim. As of 7/1/24 coverage for each location is limited to a maximum of 125% of the scheduled value at the time of loss. It is the member's ultimate responsibility prior to renewal to review the appraisal report and subsequent property schedules and advise ACCG staff of any changes needed in the data or values. Members should also update the property schedule online when additions, changes, or deletions need to be made. Not doing so could impact the amount of coverage provided. Vehicle, equipment, and unmanned aircraft schedule changes also must be updated online. All coverage schedule additions, changes, or deletions should be made online through your Origami Risk Member Dashboard here: <https://live.origamirisk.com/Origami/Account/Login?account=ACCG>

**OPTIONAL UNINSURED MOTORISTS COVERAGE**

Uninsured Motorists coverage provides a source of recovery for the negligent and tortious acts of an owner or operator of an uninsured motor vehicle. County governments are not legally responsible for the liability caused by uninsured motorists. Any bodily injury suffered by a county employee during and in the course of employment is covered by Workers' Compensation; otherwise, their injuries should be covered by their health insurance. Physical damage to county-owned vehicles should be covered under the Physical Damage section of the ACCG-IRMA Coverage Agreement.

Your current Uninsured Motorists coverage limit selection on file is \$0. Should you wish to change this coverage selection to a different limit please call ACCG Underwriting & Member Services at 1.800.858.2224.

**IMPORTANT: This Contribution Worksheet must be completed, signed, dated and returned to:**

**email: [accginsurance@accg.org](mailto:accginsurance@accg.org)  
no later than 7/1/2024**

<b>Please check ONE of the following deductible options:</b>	
<input type="checkbox"/>	<b>SAME AS EXPIRING DEDUCTIBLES:</b> \$10,000 AL/APD; \$10,000 Crime; \$10,000 GL; \$10,000 LEL; \$10,000 PROP; \$10,000 POL; \$25,000 Cyber
<input type="checkbox"/>	<b>DEDUCTIBLE OPTION:</b> \$15,000 AL/APD; \$15,000 Crime; \$15,000 GL; \$15,000 LEL; \$15,000 PROP; \$15,000 POL; \$25,000 Cyber
<b>Please check ONE of the following limit options:</b>	
<input type="checkbox"/>	<b>Same Limit of Liability as Expiring Coverage:</b> \$3,000,000 with \$3,000,000 on Automobile Liability
<input type="checkbox"/>	<b>Different Limit of Liability Option (Insert Desired Limit):</b> \$ _____

Accepting For: White County

**SIGN  
HERE** →

\_\_\_\_\_  
Signature Title Date

***Please do not let the lack of payment delay your return of this worksheet. Until we are otherwise notified, your expiring limits and deductibles will apply in the event of a claim.***

## 2024 Mid-Year Board Appointments

Board Name	Term	Current Appointee	Reappointment ?	Applicants
Avita Community Partners Board	2 Year Term	Sharon Bucek	No	
Chamber of Commerce	2 Year Term	Jason Hogan	Yes	Amelia Boyd
Development Authority	6 Year Term	Virginia Roberts	Yes	
Development Authority	6 Year Term	Michael Meuse	Yes	
Department of Family & Childrens Svcs	5 Year Term	Kim Parham	No	
Department of Family & Childrens Svcs	5 Year Term	Michael Fisher	Yes	
GMRC – Private Sector	1 Year Term	Susan Cremering	No	Amelia Boyd
Water Authority	2 Year Term	David Sills (UC)	Yes	
Water Authority	2 Year Term	Mike Mays	Yes	

**AVITA COMMUNITY PARTNERS BOARD:** The appointee (1) must be able to attend meetings at the Administrative Office in Flowery Branch on the fourth Wednesday of each month at 6:00 p.m. The Avita Community Partners Board is seeking a board member with compassion towards individuals, families and communities with mental health, developmental disabilities, addictive diseases, and related needs. This appointment will be for a two (2) year term expiring June 30, 2026.

**WHITE COUNTY CHAMBER OF COMMERCE BOARD OF DIRECTORS:** The appointee (1) must be able to attend meetings on the second Wednesday of each month at 8:00 a.m. at the Chamber Office, have expertise in business, and be able to be involved with Chamber events. This appointment will be for a two-year term to expire June 30, 2026.

**WHITE COUNTY DEVELOPMENT AUTHORITY:** The appointees (2) must attend meetings held on second Tuesdays at least quarterly at 4:30 P.M. at the County Administration Building. The board members should be pro-active in representing White County’s interests in economic development. Appointments will be for a six (6) year term – expiring June 30, 2030.

**WHITE COUNTY DFACS BOARD:** The appointees (2) must be able to attend meetings at the White County DFACS Office the second Tuesday of each quarter at 1:00 p.m. This Board is responsible for the administration of all public assistance and child welfare programs in the county in accordance with state law. The role of the local board is to help make the Division of Family and Children Services’ (DFCS) programs more meaningful to the families and children they are designed to serve. This appointment will be for a five-year term to expire June 30, 2029.

**GEORGIA MOUNTAINS REGIONAL COMMISSION COUNCIL (GMRC) PRIVATE SECTOR REPRESENTATIVE-** The appointee (1) must be able to attend monthly meetings on the last Thursday of each month at 6:00 p.m. These meetings are held throughout the 12-county region. The GMRC serves the local governments of the Georgia Mountains Region by improving the quality of life through economic development, community planning, information technology, and workforce development to support and enhance the region’s prosperity. The Council is responsible for establishing policy and direction to complete these regional objectives. This appointment is for a one-year term to expire June 30, 2025.



**WHITE COUNTY WATER AUTHORITY BOARD:** The appointees (2), one of whom must represent the Upper Chattahoochee River Soil and Water Conservation District, and one of whom must represent the general public of White County, must attend meetings on the second Thursdays at 7:30 A.M. These are two-year terms and will expire June 30, 2026.



**RECEIVED**  
MAY 23 2024  
BY: .....

**Application for Appointment to Board, Authority or Commission**

Applicant's Name: Amelia Boyd

Address: 995 Paradise Valley Rd  
Cleveland GA 30528

Phone: [REDACTED]

Email Address: [REDACTED]

Name of Board, Authority or Commission which you are applying for appointment to:

White County Chamber of Commerce BOD

Are you at least 21 Years of Age? Yes  or  No

Are you a resident of White County? Yes  or  No

Have you ever been convicted of a felony? Yes  or  No

Do you owe any delinquent tax to White County? Yes  or  No

Do you have a high school diploma or its equivalent? Yes  or  No

Are you willing to attend training relative to the responsibilities of the Board Membership, as provided by White County? Yes  or  No

Do you meet all requirements prescribed by law as to the particular Board, Authority, or Commission for which you are applying? Yes  or  No

### Educational Background

School	Name and Location	Degree Earned	Completed
High School	Nitro HS, Nitro, WV	Diploma	<del>0</del> 10 11 12
Technical School			1 2 3 4
College	WV University, Morgantown WV	BS	1 2 3 4
Graduate School	Florida Tech, Melbourne, FL	MBA/MHA	1 2 3 4

Please summarize any prior experience you possess which would be applicable to the appointment you are requesting:

I have served on multiple community boards in the past, including a Chamber Board. Please see my resume for additional information.

Please summarize why you wish to serve in the appointment you are requesting:

I have always volunteered in the community in which I live and would like to contribute to White County now that we have moved here.

**Please attach a resume detailing work experience, qualifications, etc. In lieu of a resume, please complete the following form.**

# AMELIA BOYD, MBA

Remote & Cleveland, GA | AmeliaGB11@yahoo.com | 321-213-1667

## OBJECTIVE

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Dedicated and experienced professional seeking to contribute to the local community through a volunteer position.

## EDUCATION AND CERTIFICATION

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- Master of Business Administration/Health Administration; cum laude: Florida Institute of Technology
- Bachelor of Science in Journalism, Public Relations; Minors in English & Psychology: West Virginia University

## COMPETENCIES

---

- Strategic Planning
- Research
- Customer Service
- Communication
- Marketing
- Leadership
- Bus. Development
- Project Management
- Management
- Analytics
- Teamwork
- Problem Solving

## PROFESSIONAL EXPERIENCE

---

**2018-2023** **UnityPoint Health/Carle Health** **Remote & Peoria, IL**  
*Regional VP, Strategy & Marketing for Central IL*

- Led planning, business development, process engineering, and marketing activities of the Central IL Region
- Achieved earnings growth through expansion, service development, market segmentation, and diversification.
- Evaluated existing services, re-engineered business processes, and supported subsidiaries and strategic business units.

**2015-2018** **SSM Health** **St. Louis, MO**  
*System VP Strategic Development Mid/Northwest MO*

Oversaw regional strategy and business development activities:

- Developed strategic plans, medical group strategies, local joint ventures, and rural health business development for 3 hospitals and 27 physician offices.
- Established telemedicine capabilities for multiple service lines and implemented Direct-to-Employer strategies.
- Increased revenue-generating service lines by aligning with employed and independent proceduralists.

## SELECTED PROFESSIONAL AFFILIATIONS

---

- American College of Healthcare Executives, Fellow
- Women Business Leaders in Healthcare
- Society for Healthcare Strategy & Market Development
- Greater Peoria Economic Development Council
- United Way Campaign Chair: UnityPoint Central IL
- Board: Jefferson City Chamber of Commerce
- Board: SSM Health St. Mary's Hospital
- Board: American Heart Association Jefferson City
- Executive Leadership Team: American Heart Association Central IL

**GEORGIA**  
DRIVER'S LICENSE

**DRIVER'S LICENSE**



Governor: *B. Perdue*



Commissioner: *Sharon R. Mac*

*Amelia Boyd*

4d DL NO [REDACTED] 3 DOB [REDACTED]  
9 CLASS C 4b EXP 07/21/2030  
2 AMELIA ANN  
1 BOYD  
8 995 PARADISE VALLEY RD  
CLEVELAND, GA 30528  
WHITE  
12 REST B  
9a END NONE  
4a ISS 10/19/2022  
15 SEX F 18 EYES HAZ  
16 HGT 5'-06" 17 WGT [REDACTED] (07/21/1959)

5 DD 506350850870020000



# WHITE COUNTY

## *Board of Commissioners*

### Agenda Request Form

**Item Title:** FY2025 Enotah Circuit Proposed Budget

**For Meeting Date:** 6/5/2023

**Work Session**  **Regular Meeting**  **Public Hearing**

**Category (Select One):** Other

**Submitted By:** Rose Kisaalita

**Attachments:** Yes  **If yes, please list each file name below:**

1. FY2025 Enotah Circuit Budget Worksheet
2. \_\_\_\_\_
3. \_\_\_\_\_

---

#### **Purpose:**

To consider approval of the Enotah Circuit budget for Fiscal Year 2024-2025

#### **Background / Summary:**

- On Thursday, May 23, 2024 at 8:30 a.m., members of the Enotah Judicial Circuit counties met in order to discuss the proposed budgets for Fiscal Year 2025 for Superior Court, Juvenile Court, District Attorney's Office, and Public Defender's Office.
- Chief Judge Joy Parks stated the only substantial increase to the Superior Court budget would be the addition of a \$10,000.00 salary supplement for each of the three (3) law clerks totaling \$30,000.00. This resulted in the Superior Court Circuit Budget being presented as \$419,985.00 (\$19,377.00 or 4.84% increase from FY 2024). Judge Parks provided a summary of the grants received by Superior Court, stating that none of the grants received are reflected in the Circuit budget. She explained that ARPA (American Rescue Plan Act) funding would be available to the Circuit through December 2025 which covered some salaries, supplies, and technology.
- Juvenile Court Judge Jeremy Clough expressed appreciation to the Circuit counties for the approval of two (2) days per week for an Associate Juvenile Court Judge in the FY 2024 Budget. He stated that he had attempted to gain funding from the State for a third day per week, however that additional funding was not available. Judge Clough said that having an Associate Judge had freed him up to work on other policy level issues, including work he was able to participate in with the Council on Accountability Courts which resulted in accountability courts being made available to juveniles in Georgia. He also advised that the FY 2024 Budget included funding to hire for a court reporter, however he was unable to make that hire; therefore, he had reduced the FY 2025 proposed budget by \$65,000.00 on that line item since court reporters are not required in Juvenile Court. Judge Clough stated that he did include a salary increase for the Judicial Assistant position. This resulted in the Juvenile Court Circuit Budget being presented as

\$275,042.00 (\$55,788 or 16.86% decrease from FY 2024). Judge Clough provided a summary of the grants received by Juvenile Court as pass-thru, salary related grants.

- The Public Defender Penny Hunter advised that she currently has three (3) attorney vacancies in her office, and she wanted to focus on providing adequate compensation for retention, therefore she had budgeted an increase for two (2) attorneys. This resulted in the Public Defender Circuit Budget being presented as \$535,026.00 (\$25,999.00 or 5.11% increase from FY 2024). Ms. Branon stated that the current fund balance for the Public Defender is \$265,000.00 and there was a consensus to utilize the \$68,890.74 fund balance in order to keep the county contributions consistent with FY 2024. Ms. Hunter provided a summary of the grants received by the Public Defender's Office, stating the grants were ARPA (American Rescue Plan Act) funds that were administered at the state level.
- The District Attorney Jeff Langley advised he had included pay increases for the Assistant District Attorney's funded through the Circuit Budget. He stated that he has three (3) grant positions and once the grant funding has ended, he plans to retain two (2) of the three (3) positions. He also indicated that the budget being presented was based on the ARPA (American Rescue Plan Act) grant funding ending December 2024, therefore since those funds actually continue through December 2025, the proposed FY 2025 budget would contain some excess funding. The proposed Circuit Budget presented for the District Attorney's Office was \$ 638,802.00 (\$26,284.00 or 4.29% increase from FY 2024).
- The FY2025 proposed Circuit budget uses \$71,468 of fund balance.
- The FY2025 proposed Public Defender budget uses \$68,891 of fund balance.
- The FY2025 proposed Enotah Circuit budget is \$1,387,182, a decreased of \$10,532 or 0.75%.
- The FY2025 proposed Public Defender budget is \$535,026, an increased of \$25,999 or 5.11%.
- White County's annual Circuit contribution remained the same as for FY2024 at \$326,481.
- White County's annual Public Defender contribution increased from \$135,903 to \$136,084.

**Department Recommendation:**

Staff recommends approving the FY2025 Enotah Circuit budget as presented.

**Options:**

- Approve the budget as presented.
- Deny the budget as presented.

**Budget Information:** Applicable  Not Applicable

**Budgeted:** Yes  No

**Finance Director's Comments (if applicable):**

- White County's FY2025 Enotah Circuit contribution has been included in the FY2025 General Fund proposed budget.

**County Manager Comments:**

-





**COUNTY RESOLUTION 2024-09**

**A RESOLUTION ADOPTING THE WHITE COUNTY FEE SCHEDULE PURSUANT TO SECTION 1-4 OF THE WHITE COUNTY CODE OF ORDINANCES AND FOR OTHER PURPOSES**

**WHEREAS**, the Board of Commissioners of White County, Georgia reviews its Schedule of Fees from time to time which is set in accordance with the requirements of Section 1-4 of the White County Code; and

**WHEREAS**, County staff have conducted the annual review for reasonableness of said fees during the county's budgetary process to determine if any adjustment to the schedule of fees is necessary.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of White County, Georgia that it is hereby resolved by the authority of the same as follows: Upon motion, second and approval of the Commission, the Schedule of Fees attached hereto is adopted as the Fee Schedule for the White County Board of Commissioners, effective upon passage of the within resolution, and shall remain in effect until revised or amended in accordance with Section 1-4 of the White County Code.

A copy of the approved schedule shall be maintained at the County's Administration Building by the County Clerk and shall be made available on the website to the public, or upon request, therefore.

**PASSED AND ADOPTED** by the Board of Commissioners for White County, Georgia this \_\_\_\_ day of \_\_\_\_\_ 2024.

BY: \_\_\_\_\_ Travis C. Turner, Chairman

The above Resolution was adopted by the White County Board of Commissioners on this \_\_\_\_ day of \_\_\_\_\_ 2024.

ATTEST: \_\_\_\_\_ Shanda Murphy, County Clerk



## **Fiscal Year 2025**

### **County Department Fee Schedules**

Building Inspection – Proposed Changes Included

Development – Proposed Changes Included

Land Use – Proposed Changes Included

GIS/Mapping – No Change

Public Works – Proposed Changes Included

Senior Center – Proposed Change Included

Fire Services – No Change

Animal Control – No Change

Parks & Recreation – No Change

Business Tax Fees – Proposed Change Included

<b>BUILDING PERMITS</b>	<b>Type</b>	<b>Current Fee</b>	<b>Proposed Fee</b>
Residential New	0-672 sq ft	\$30	\$100
	673-2,500 sq ft	\$30 + \$.15 per sq ft above 200 sq ft	\$100 + \$.15 per sq ft above 672 sq ft
	2501 - 5,000 sq ft	\$375 + \$.12 per sq ft above 2,500 sq ft	\$450 + \$.12 per sq ft above 2,500 sq ft
	5,001 or more sq ft	\$800 + \$.10 per sq ft above 5,000 sq ft	\$875 + \$.10 per sq ft above 5,000 sq ft
Residential Other	0-250 sq ft	\$15	\$30
	251-5,000 sq ft	\$15 + \$.06 per sq ft	\$30 + \$.06 per sq ft
	5001 - 10,00 sq ft	\$300 + \$.05 per sq ft above 5,000 sq ft	\$350 + \$.05 per sq ft above 5,000 sq ft
	10,001 or more sq ft	\$550 + \$.04 per sq ft above 10,000 sq ft	\$600 + \$.04 per sq ft above 10,000 sq ft
Mechanical Fees Residential	Electric	\$45	\$50
	Mechanical	\$45	\$50
	Plumbing	\$45	\$50
	Fuel Gas	\$45	\$50
Mechanical Fees Commercial	Electric	\$70	\$75
	Mechanical	\$70	\$75
	Plumbing	\$70	\$75
	Fuel Gas	\$70	\$75
Commercial new/remodel	0-250 sq ft	\$30 (under roof) \$20 (open area)	\$100 (under roof) \$90 (open area)
	251 or more sq ft	\$30 + \$.12 per sq ft      \$20 + \$.08 per sq ft	\$100 + \$.12 per sq ft      \$90 + \$.08 per sq ft
Non-Residential Occupancy		\$60	No change
Agriculture	Farm or Farm Accessory	\$35 plus applicable utility fees	No change
Plan Review	Buildings 5,000 Sq Ft or more	\$100	No change
	Three or more retail stores or offices	\$100	No change
	Assembly, educational, hotels, boarding etc...	\$100	No change
	All others	\$50	No change

Manufactured Homes	Building Permit	\$100	No change
	Electrical, mechanical, plumbing	\$135	\$150
	Fuel Gas	\$45	\$50
	Inspection Fee	\$25	No change
RV Parks - pads and driveway	0-250 sq ft	\$30	No change
	251 sq ft or more	\$30 + \$.08 per sq ft	No change
	Inspection fee	\$25	No change
RV Parks structures - decks	0-250 sq ft	\$15	No change
	251 sq ft or more	\$15 + \$.06 per sq ft	No change
Permit Renewal Fee	1 year only	\$100	No change
Reinspection Fee	If project is not ready or fails inspection	\$25	No change
County Road Access	Road access permit	\$150	Included in Public Works fees
<b>DEVELOPMENT FEES</b>	Residential Subdivision Preliminary	\$100 + \$5/lot	\$200 + \$10/lot
	Residential Subdivision Final Plat	\$100 + \$5/lot	\$200 + \$10/lot
	Commercial Subdivision Preliminary	\$100 + \$5/lot	\$200 + \$10/lot
	Commercial Subdivision Final Plat	\$100 + \$5/lot	\$200 + \$10/lot
Land Disturbance	0-5 acres	\$100	\$200
	>5-25 acres	\$250	\$350
	25 + acres	\$250 + \$10/acre more than 25 acres (\$1,000 max)	\$350 + \$10/acre more than 25 acres (\$1000 max)
NOI	EPD Fee (\$80 total County gets half)	\$40 per acre	\$40 per acre
Upper Chattahoochee Fee	Natural Resource Review	\$25	\$25
RV Park	Preliminary Development Plan	\$50	\$100
	Final Development Plan	\$50	\$100
Mobile Home Park	Preliminary Development Plan	\$40	\$100
	Final Development Plan	\$25	\$100

Rental Cabin Development	Preliminary Development Plan	\$50	\$100
	Final Development Plan	\$50	\$100
Miscellaneous Fees	Signs	\$50	No change
	Cell Towers	\$1,000	No change
	Variance (non-land use)	\$100	No change
	Appeals	\$100	No change
	Addressing	no charge	\$25
	Plan Review Committee	no charge	\$300
	Stand-Alone Tree Cutting Permit (MHPA)	\$100.00	\$100.00
<b>LAND USE</b>	Map Amendments (All Districts)	\$250	\$300
	Conditional Use	\$250	\$300
	Special Use	\$250	\$300
	Variance (Land Use)	\$250	\$300
	Processing Plats	No charge	\$50

## MAPPING

### Custom Maps

Size Availability	8.5X11	11X17	17X22	22X34	36X48
Price	\$15.00	\$25.00	\$30.00	\$40.00	\$50.00

### Available Map Layers

City Limits	Groundwater Recharge Areas
Roads	Hydrants
Structures	Water Mains
Parcels	Contours (5ft, 10ft, 20ft)
Streams	Soils (STATSGO or SSURGO)
Public Lands	Zip Codes
Flood Zones	Voting Districts
Wetlands	Census Data (Tract, Block Group, Block)
Water Supply Watershed Areas	Land Use (2005)
Mountain and Hillside Protection Areas	Other Layers as requested and approved by GIS staff
STR Subdivision	

**Digital GIS Layers**

*Available Formats:	
Geodatabase, Shapefile, Coverage	
2023 Imagery	\$2,500
Parcels	\$2,500
Road Centerlines	\$2,500
Other Layers as requested and approved by the GIS Staff	\$2,500

<b>Pre-Made Maps</b>	<b>Size</b>	<b>Price</b>
Road Map (Color)	36X48	\$25.00
Road Map (Black and White)	36X48	\$10.00
Mtn. Protection Map	36X48	\$25.00
Map Book (Color)	11X17	\$100.00
Map Book (Black and White)	11X17	\$50.00
Map Book (Digital)	CD	\$50.00

**Public Works Fees**

<b>410 - Road Department Fees</b>				
Description	Current Fee	Proposed Fee	Increase Amount	Notes
Residential Driveway Permit	\$ 50.00	\$ 50.00	\$ -	
Commercial Driveway Permit	\$ 100.00	\$ 100.00	\$ -	
Private Utility Encroachment	\$ 50.00	\$ 50.00	\$ -	
Public Utility Encroachment	\$ -	\$ -	\$ -	
Major S/D Inspection	\$ 500.00	\$ 500.00	\$ -	
Minor S/D Inspection	\$ 250.00	\$ 250.00	\$ -	

<b>540 - 420 Transfer Station Fees</b>				
Description	Current Fee	Proposed Fee	Increase Amount	Notes
Tipping Fee (Per Ton)	\$ 64.00	\$ 65.50	\$ 1.50	<i>(The new fee would not go into effect until January 2025. Disposal fee at GFL increases \$1.50 per the contract)</i>
Minimum Fee	\$ 5.50	\$ 6.00	\$ 0.50	
Mattress Fee (New Fee / EA)	\$ -	\$ 15.00	\$ 15.00	

<b>540 - 425 Convenience Center Fees</b>				
Description	Current Fee	Proposed Fee	Increase Amount	Notes
1 - 6 Bags	\$ 5.00	\$ 6.00	\$ 1.00	<i>(Breakeven costs avg. \$8 - \$9)</i>
Each bag over 6	\$ 0.50	\$ 0.50	\$ -	

**White County Senior Center Fees**

Description	Current Fee	Proposed Fee
Guest Lunch	\$6.00	\$8.00



## Fire service fees and charges. (County Code Sec. 26-127.)

### Mitigation Rates Based on Per Hour

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

#### *Motor Vehicle Incidents*

##### Level 1—\$487.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level." This occurs almost every time the fire department responds to an accident/incident.

##### Level 2—\$554.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### Level 3—Car Fire—\$677.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### *Add-On Services:*

##### Extrication—\$1,461.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### Creating a landing zone—\$448.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (CUR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

#### *Additional Time On-Scene*

Engine billed at \$448.00 per hour.

Truck billed at \$560.00 per hour.

Miscellaneous equipment billed at \$336.00.

#### *Hazmat*

##### Level 1—\$784.00

*Basic response:* Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

##### Level 2—\$2,800.00

*Intermediate response:* Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

##### Level 3—\$6,608.00

*Advanced response:* Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection

equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene, includes three hours of on-scene time—*Each additional hour at \$336.00 per hazmat team.*

9

### *Additional Time On-Scene (for all levels of service)*

Engine billed at \$448.00 per hour.

Truck billed at \$560.00 per hour.

Miscellaneous equipment billed at \$336.00.

### *Fire Investigation*

Fire investigation team—\$308.00 per hour.

Includes:

- Scene safety
- Investigation
- Source identification
- K-9/arson dog unit
- Identification equipment
- Mobile detection unit
- Fire report

The claim begins when the fire investigator responds to the incident and is billed for logged time only.

### *Fires*

Assignment—\$448.00 per hour, per engine/\$560.00 per hour, per truck.

Includes:

- Scene safety
- Investigation
- Fire/hazard control

This will be the most common "billing level." This occurs almost every time the fire department responds to an incident.

*Optional:* A fire department has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

Assignment—\$448.00 per hour, per engine/\$500.00 per hour, per truck.

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

*Water Incidents*

*Level 1*

*Basic response:* Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level." This occurs almost every time the fire department responds to a water incident.

Billed at \$448.00 plus \$56.00 per hour, per rescue person.

*Level 2*

*Intermediate response:* Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$896.00 plus \$56.00 per hour, per rescue person.

*Level 3*

*Advanced response:* Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,240.00 plus \$56.00 per hour per rescue person, plus \$112.00 per hour per hazmat team member.

*Level 4*

*Itemized Response:* You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

*Back Country or Special Rescue*

*Itemized response:* Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$448.00 for the first response vehicle plus \$56.00 per rescue person.

Additional rates of \$448.00 per hour per response vehicle and \$56.00 per hour per rescue person.

*Chief Response*

This includes the set-up of command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$280.00 per hour.

Engine billed at \$448.00 per hour.

Truck billed at \$560.00 per hour.

Miscellaneous equipment billed at \$336.00.

*Mitigation Rate Notes*

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

*Late Fees*

If the invoice is not paid within 90 days, a late charge of ten percent of the invoice, as well as one and one-half percent per month, as well as the actual cost of the collections, will be accessed to the responsible party.

The fire chief and county clerk are hereby directed to issue invoices to insurance companies for such fire services and to collect such fees on behalf of the county and to deposit such fees in the county's fire fund, which shall be used to purchase equipment, training, services and supplies for the county fire department. However, if no response or payment is received from the applicable insurance company, the insured will not be contacted or invoiced by the county or any representative or contractor thereof.

Penalty. Any person, firm or corporation who violates any of the provisions of this section shall upon conviction be punished by a fine not to exceed \$100.00 or imprisonment not to exceed 30 days in jail.

Editor's note(s)—Section 6 of Res. No. 2018-24, adopted Nov. 5, 2018, states "The Mitigation Rates lists in Exhibit A will increase by 1.5% annually or based on the annual percentage increase in the Consumer Price Index (CPI), as developed by the Bureau of Labor Statistics of the U.S. Department of Labor, whichever is more. Rate adjustments will occur on the anniversary date of this ordinance/resolution to keep the fire department's cost recovery program in conformity with increasing operating expenses.

**Pet Adoption Fee—\$90.00\*** Dogs and Cats

Includes Spay/Neuter, Microchip, and rabies shots (if necessary)

\*Note: Some animals have been sponsored to assist in cost of adoption. Please Ask.

\*Director of Public Safety authorized to allow half-price adoptions, once quarterly (four times a year)

**Owner Redemption Fees-**

Altered Animal- \$10.00 Impound fee

- Plus one-time charge of \$35.00 (without proof of rabies) for rabies shots. \*\*

Unaltered Animal- \$25.00 impound fee

- One-time charge of \$35.00 (without proof of rabies) for rabies shots. \*\*

Horses/Cattle- \$150.00 impound fee

Chickens/Ducks- \$25.00 impound fee

Exotic Animals/Birds- Impound fees based on type of animal and specialized handling- Minimum of \$100.00

Any special care/feeding - \$20.00 per hour.

Out of County Redemption = \$ 50.00 per animal.

Out of State Redemption = \$ 100.00 per animal.

**Impound Fees**

- Animals brought to the shelter-
  - Cats/Dogs -\$10.00
  - Litters of cats/dogs less than 8 weeks old- \$20.00 per litter
  - Litters older than 8 weeks- \$10.00 per animal
  - Evictions- \$10.00 -
- Animal Control Pet Pickups (from original owner or landlord) \*\*
  - 50.00 transport fee (landlords & individuals)

\*\*Exception to the above fees may be made for elderly and disabled without the ability to transport. Waivers will be given on a case-by-case basis.

**Trap Rental**

Traps may be rented for a fee of \$25.00 refundable when trap is returned. Animals brought in a trap to Animal Control will be charged an impound fee as shown above.

## WCPRD Fee Schedule

Current Services Provided	Fee	Current Services Provided	Fee
<i>Athletics</i>		<i>Facility Rentals</i>	
Instructional Basketball (ages 3-4)	\$35.00	Daytime Ballfield (per hour, normal facility hours)	\$25.00
Instructional Basketball (ages 5-6)	\$60.00	Lighted Ballfield (per hour, normal facility hours)	\$50.00
Basketball (ages 7 & up)	\$70.00	Daytime Ballfield (per hour, non-facility hours)	\$50.00
Tackle Football	\$110.00	Lighted Ballfield (per hour, non-facility hours)	\$75.00
Cheerleading	\$95.00	Travel team/Seasonal Team Ballfield (per month)	\$75.00
Girls' Flag Football	\$70.00	Tournament Field Rental (per field, per day)	\$150.00
Heroes Baseball	\$45.00	Gymnasium (per hour, normal facility hours)	\$25.00
Heroes Golf	\$60.00	Small Meeting Room (up to four hours)	\$50.00
Heroes Basketball	\$45.00	Pavilion Rental	\$25.00
Instructional Baseball (ages 3-4)	\$35.00	YP Trail Rental (per day)	\$100.00
Instructional Baseball (ages 5-6)	\$70.00		
Baseball/Softball (ages 7 & up)	\$80.00		
Instructional Soccer (ages 3-4)	\$45.00		
Youth Soccer (6U-12U)	\$60.00		
Youth Track & Field	\$70.00		
Youth Cross Country	\$70.00		
Youth Volleyball	\$70.00		
Adult Mens'/Womens' Leagues	\$500.00		
Adult Coed Leagues	\$500.00		
<i>Membership Fees</i>			
Household Family	\$48.00		
Couple Membership	\$38.00		
Adult Members	\$28.00		
Young Adult	\$18.00		
Teen	\$15.00		
Senior Adult	\$25.00		
Senior Couple	\$35.00		
Daily Fee (local youth up to 18 free)	\$5.00		
Open Gym (out of county resident)	\$5.00		

## Occupational Tax Certificate Fee Schedule

Bracket No.	No. Employees	Annual Tax Amount
1	0—5	\$100.00
2	6—10	200.00
3	11—15	300.00
4	16—20	400.00
5	21—25	500.00
6	26+	600.00

A non-prorated, nonrefundable administrative fee of \$25.00 shall be required on all business and Occupation tax accounts for the initial start-up.

### Short-Term Rental Host License Fee

\$125.00 / Annually Per Parcel

### Alcohol License Fees

Annual License Fees:

❖	Farm Wineries:		
	Primary Farm Winery Site -	\$1,500.00	
	<u>Plus:</u>		
	To Sell Beer, Malt Beverage Or Wine In Unbroken Packages On The Farm Winery Premises At Retail And Not For Resale		\$1.00
	<u>Plus:</u>		
	To Sell At Retail Beer, Malt Beverage Or Wine For Consumption On The Farm Winery Premises To Consumers		\$1.00
	<u>Plus:</u>		
	Each Tasting Room Location On The Primary Farm Winery Premises	\$100.00	
	<u>Plus:</u>		
	Each Additional Tasting Room Owned or Leased By The Licensed Entity And Which Is Located Off The Primary Farm Winery Premises		\$750.00
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❖	Retail Package Dealer:	\$800.00	
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❖	Retail Consumption Dealer:		
	Beer & Wine	\$1,200.00	
	Distilled Spirits	\$2,500.00	
	<u>Plus:</u> Alcoholic Beverage Caterer for Off Premise Catering	\$100.00	

or  
Plus: Brewpub \$600.00

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❖ Alcoholic Beverage Caterer (not retail licensed) \$800.00  
Or Per Event \$250.00

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❖ Wholesale Dealer: \$800.00

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❖ Manufacturer \$3,000.00

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❖ Temporary Special Event Permit  
(Per Event)

Bona Fide Non-Profit Civic Organization ~~\$50.00~~ \$75.00 Per Event Person, Firm, Corporation \$150.00 Per Event

*\*Proposed increase to cover cost of convening the Alcohol Beverage Commission*

*In addition -an application must be submitted for each event; however, the \$150.00 application fee applies only to the organization's first event of the calendar year with the ordinance limiting to fifteen (15) events per organization per calendar year.*

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General Fees:

❖ Application Fee:  
For Each License Applied For: \$150.00

Plus:

Fingerprinting Fees Of: \$50.00

To be paid to the White County Business Tax Office or other designated county office for each required applicant, owner, partner, etc.

- ❖ Change of Managing Agent \$100.00
- ❖ Change of Registered Agent \$25.00
- ❖ Variance Review Fee \$100.00
- ❖ Appeal \$100.00