City of Holly Springs

Date: Monday, August 2, 2021

Location: 3235 Holly Springs Parkway

City Council Work Session
Agenda
7:00 p.m.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

"Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007."

III. INVOCATION

IV. SPECIAL PRESENTATION

- Cherokee County Regional Airport Update
  Presented By: Phil Eberly, Lead Edge Design

V. PUBLIC COMMENTS

VI. NEW BUSINESS

A. Discuss A-03-2021 and MA-04-2021**,** annexation and rezoning of 1.21 +/- acres located off of McArthur Drive, Cherokee County, GA, tax parcel 174 of tax plat 15N19 from R-80, Estate Residential (County), to R-20, Single Family Residential (City)
Presented By: Nancy Moon, Community Development Director

B. Discuss the Title VI Nondiscrimination Agreement between the Georgia Department of Transportation and the City of Holly Springs, Georgia
Presented By: Nancy Moon, Community Development Director

C. Discuss an estimate from Turfwell Athletic Fields
Presented By: Robert H. Logan, City Manager

D. Discuss an Agreement for the Sale and Purchase of Real Property between Maplewood Property Group LLC and the City of Holly Springs, Georgia
Presented By: Robert H. Logan, City Manager

E. Discuss a Commitment Letter from South State Bank
Presented By: Robert H. Logan, City Manager

VII. ADJOURNMENT

City Council Special Called Meeting
Agenda
Immediately following the Work Session

I. CALL TO ORDER

II. NEW BUSINESS

1. Approve/deny an estimate from Turfwell Athletic Fields the purchase and installation of 50 tons of infield clay, 1 ton of conditioner, and grade improvements to J.C. Mullins Field in an amount not to exceed $7,900

2. Approve/deny Agreement for the Sale and Purchase of Real Property between Maplewood Property Group LLC and the City of Holly Springs, Georgia

3. Approve/deny a Commitment Letter among South State Bank, the Urban Redevelopment Agency of the City of Holly Springs, and the City of Holly Springs, Georgia for the financing of the Town Center Project site work, and to authorize the Mayor to execute the document

III. ADJOURNMENT

EXECUTIVE SESSION
- Real Estate

COUNCIL AGENDA REPORT

FROM: **Nancy Moon**

SUBJECT: **A-03-2021,** applicant requests annexation of 1.21 +/- acres located off of McArthur Drive, Cherokee County, GA, tax parcel 174 of tax plat 15N19

MA-04-2021, applicant requests rezoning of 1.21 +/- acres located off of McArthur Drive, Holly Springs, GA, tax parcel 174 of tax plat 15N19, from R-80, Estate Residential (County), to R-20, Single Family Residential (City)

DATE: **July 28, 2021** **PLANNING COMMISSION MEETING DATE: August 2, 2021**

STAFF ANALYSIS

Applicant, Chris Riddle, has requested annexation and rezoning of approximately 1.21+/- acres. The property is located on McArthur Drive, specifically, tax parcel 15N19 174. The applicant plans to split the lot into 2 parcels for the residential development of one home. A home currently exists on the remaining parcel. This property is south of and adjacent to property previously annexed/rezoned/developed by Chris Riddle

Existing Land Use and Zoning Classification of Nearby Property

ADJACENT ZONING		ADJACENT DEVELOPMENT	
NORTH:	R-20	**NORTH:**	SFR
SOUTH:	R-80(County)	**EAST:**	SFR/Undeveloped
EAST:	AG(County)	**EAST:**	SFR/Undeveloped
WEST:	R-80(County)	**WEST:**	SFR/Undeveloped

B. Zoning Proposal Review Standards; Study Required for Amendment

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?

   Surrounding development in the area includes single family residential, undeveloped, and institutional (Indian Knoll Elementary School) and is adjacent to property with similar development.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

   The development of this property should not cause a substantial adverse effect on adjacent or nearby properties with regards to existing uses or usability. Surrounding development contains residential and institutional uses. The proposed development will add one residential home.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned?

   The property, as currently zoned and if undeveloped, would be allowed to develop with those uses associated with the R-80, Estate Residential district, consisting of a minimum lot size of 80,000 square feet. With a lot area of 1.21 acres, no additional residential units would be permitted.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools?

   The addition of one lot should not cause an excessive or burdensome use on existing streets, transportation facilities, utilities, public safety, or schools.

5. Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)?

   The Future Development Map identifies this property with the character area of Suburban Neighborhood. This character area corresponds with conventional suburban subdivisions with approximately 1/3 acre to 1-acre lots that have curvilinear streets. Houses are set back from the road, and lots are spacious. Streets are built to a relatively wide standard when compared with traditional neighborhoods. Connectivity is not necessarily provided, although an objective of this character area is to provide for pedestrian activity and connections among subdivisions to provide more of a true "neighborhood" feel, as opposed to each tract being developed without consideration of connecting to abutting properties.

   Another key objective for this character area is the provision of connected open spaces that are permanently protected. With such protected open space, it is possible for this character area to preserve a more rural, open-space feel if conservation lands are set aside and scenic view analyses are incorporated into development plans. Acceptable uses include single-family residences, stick-built (excluding manufactured homes), along with supportive civic, institutional, and recreational uses. These areas are served by public water supply but not necessarily sanitary sewer service.

   Application: Existing and new single-family residential neighborhoods.

Primary Future Land Uses: Single-family detached residential

Zoning Districts: R-40, R-30, R-20, PD-R, TND

6. Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

   The proposed development, consisting of residential use, conforms with the future development map and the following policies of the Comprehensive Plan:

   a) **Residential Uses. Use the character areas and the Future Land Use Map (FLUM) to guide residential growth, steering appropriate densities to suitable locations. (16.1, #3)**

   b) **Annexation. Consider municipal boundary expansion opportunities as unincorporated property owners petition for annexation. (16.1, #8)**

7. Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity?

   The development of the property will be held to the environmental development standards for all local, state, and federal requirements.

8. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?

   Growth in the area has been occurring for the past several years. The addition of one lot comparable to the adjacent lots on the north side of the property should not impact the area significantly.

C. Summary

The development of one additional residential home is comparable to that of the adjacent lots and the use is consistent with that of the general area.

D. Cherokee County Comments

Cherokee County Board of Commissioners met on July 20, 2021 to discuss the annexation case. They voted unanimously to indicate that there was no basis for an objection. They did request right-of-way to be dedicated along McArthur Drive, as well as, a 10’ buffer on the southern and western property lines.

E. Planning Commission Recommendation

Planning Commission conducted a public hearing on July 15, 2021. There were no public comments. Planning Commission voted to recommend **APPROVAL** of the annexation request (3-0), and **APPROVAL** of the rezoning request (3-0) with staff stipulations.

F. Staff Recommendation

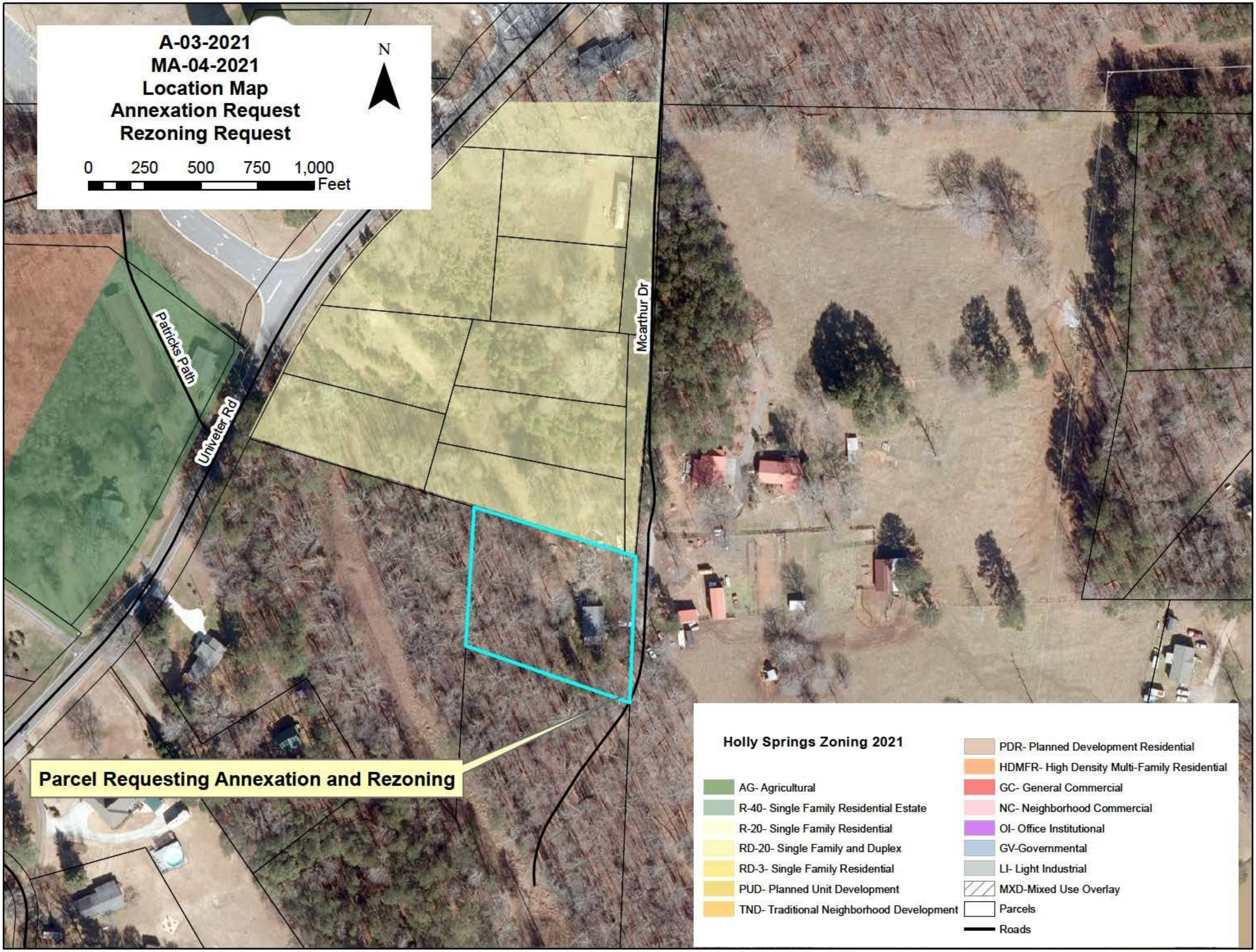
Staff recommends **APPROVAL** to annex and rezone the property to R-20, Single Family Residential with the following stipulations:

1. Property shall be dedicated for additional right-of-way for future improvements of McArthur Drive, subject to approval of the Cherokee County engineer and the Holly Springs engineer.

2. Architectural features shall conform to the design guidelines of the East Residential District, Article 19, Design Guidelines for Model Zoning Districts, of the Holly Springs Zoning Ordinance.

3. A fifteen-foot (15') undisturbed buffer, in compliance with Article 9, Buffer Requirements, of the Holly Springs Zoning Ordinance, shall be maintained along the western property line adjacent to parcel 15N19 175.

** *The recommendations made herein are the opinions of the City of Holly Springs Staff and do not constitute a final decision. The Holly Springs City Council makes the final decision on all rezoning applications at their regularly scheduled meeting. Any site plan submitted as a part of this application is not considered approved and must go through the normal civil site plan review by the City of Holly Springs Community Development Department to ensure compliance with City regulations.*


A-03-2021
MA-04-2021
Location Map
Annexation Request
Rezoning Request
N
0 250 500 750 1,000
Feet
Patricks Path
Univeter Rd
Mcarthur Dr
Parcel Requesting Annexation and Rezoning
Holly Springs Zoning 2021
AG- Agricultural
R-40- Single Family Residential Estate
R-20- Single Family Residential
RD-20- Single Family and Duplex
RD-3- Single Family Residential
PUD- Planned Unit Development
TND- Traditional Neighborhood Development
PDR- Planned Development Residential
HDMFR- High Density Multi-Family Residential
GC- General Commercial
NC- Neighborhood Commercial
OI- Office Institutional
GV-Governmental
LI- Light Industrial
MXD-Mixed Use Overlay
Parcels
Roads

A-03-2021

City of Holly Springs, Georgia

Petition for Annexation

100% Method

Please completed one petition per parcel; duplicate this form as needed. Please print or type.

APPLICANT INFORMATION

Date: June 1, 2021

Applicant's Name: Chris Riddle

Corporation Name: Chris Riddle Construction

Mailing Address: 219 Gay Thompson Dr. Canton Ga. 30115

Phone: [redacted]

Email: [redacted]

PROPERTY OWNER INFORMATION

Property Owner(s): James Chaffer

Mailing Address: [redacted]

Phone: [redacted]

Email:

PROPERTY INFORMATION

Tax Map #: 15N19 Parcel #: 174

Land Lot(s)/District: LD:15 LD:99

Physical Address: 282 McArthur Dr. Canton Ga. 30115

Property Location Description: 6th house on the right down McArthur Dr.

Current Zoning: R-80 Cherokee County

(Attach additional sheets, if necessary)

Has an application for rezoning, special use, or variance been applied for in the County within the past five (5) years? No If "yes," please provide complete explanation and details in the space below:

(attach additional sheets, if necessary)

Describe the proposed development for the property in question should the annexation be approved, including the appropriate City zoning classification desired. (NOTE: Any annexation request requiring a rezoning in the City will need to be made on the appropriate rezoning request forms for the City of Holly Springs. This annexation petition does not complete the requirements for making a rezoning request).

Construction of one single family dwelling with the estimated market value of $450,000. R-20 zoning would be required.

(attach additional sheets, if necessary)

SUBMITTAL CHECKLIST

The following exhibits must be attached to this Annexation Petition:

- [x] A copy of the most recent warranty deed or equivalent conveyance of ownership for the property to be annexed;
- [x] A copy of the Cherokee County Tax Plat, illustrating the property to be annexed;
- [x] Complete the Applicant & Property Owner(s) Signature Sections, following page;
- [ ] Any additional information requested by City Officials.

APPLICANT & PROPERTY OWNERS SIGNATURE SECTION

Chris Riddle

Applicant Name (Please Print)

Chris Riddle Construction	Manager
Corporation Name (Please Print)	Title (Please Print)
Chris Riddle	June 1, 2021
Applicant Signature	Date
Chris Riddle	6-21-2021

ALL PROPERTY OWNERS (GRANTEES) MUST SIGN BELOW AS INCLUDED ON THE ATTACHED DEED OR CONVEYANCE.

James Chaffer

Property Owner Name (Please Print)

x James Chaffer	6-21-2021
Property Owner Signature	Date

Property Owner Name (Please Print)

Property Owner Signature	Date

Property Owner Name (Please Print)

Property Owner Signature	Date

Deborah Gee

Notary (form must be notarized)

DEBORAH GEE
Notary Public, Georgia
Cherokee County
My Commission Expires
March 4, 2022

Received by: Nancy Moon
City of Holly Springs, Georgia

Date: 6/21/21

Return to: **O'KELLEY & SOROHAN, ATTORNEYS AT LAW L.L.C.**
2500 NORTHWINDS PKWY, SUITE 340
ALPHARETTA, GA 30009
File # 3573KR

Deed Book **12908** Pg **274**
Filed and Recorded 7/3/2014 11:21:47 AM
28-2014-017912
Transfer Tax 26.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

STATE OF GEORGIA
COUNTY OF Fulton

LIMITED WARRANTY DEED

THIS INDENTURE, made on **June 26th, 2014**, between

ERNESTINE BERTIE MCARTHUR

(hereinafter referred to as "Grantor") and

JAMES CHAFFER

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties 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 CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

All that tract or parcel of land lying and being in Land Lot 99 of the 15th District, 2nd Section, Cherokee County, Georgia, containing 1.50 acres, more or less, as shown on plat recorded in Plat Book 27, page 142, Cherokee County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining (hereinafter collectively referred to as the "Premises").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all person claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed, sealed, and delivered
in the presence of:

Ernestine Bertie McArthur
ERNESTINE BERTIE MCARTHUR

Witness

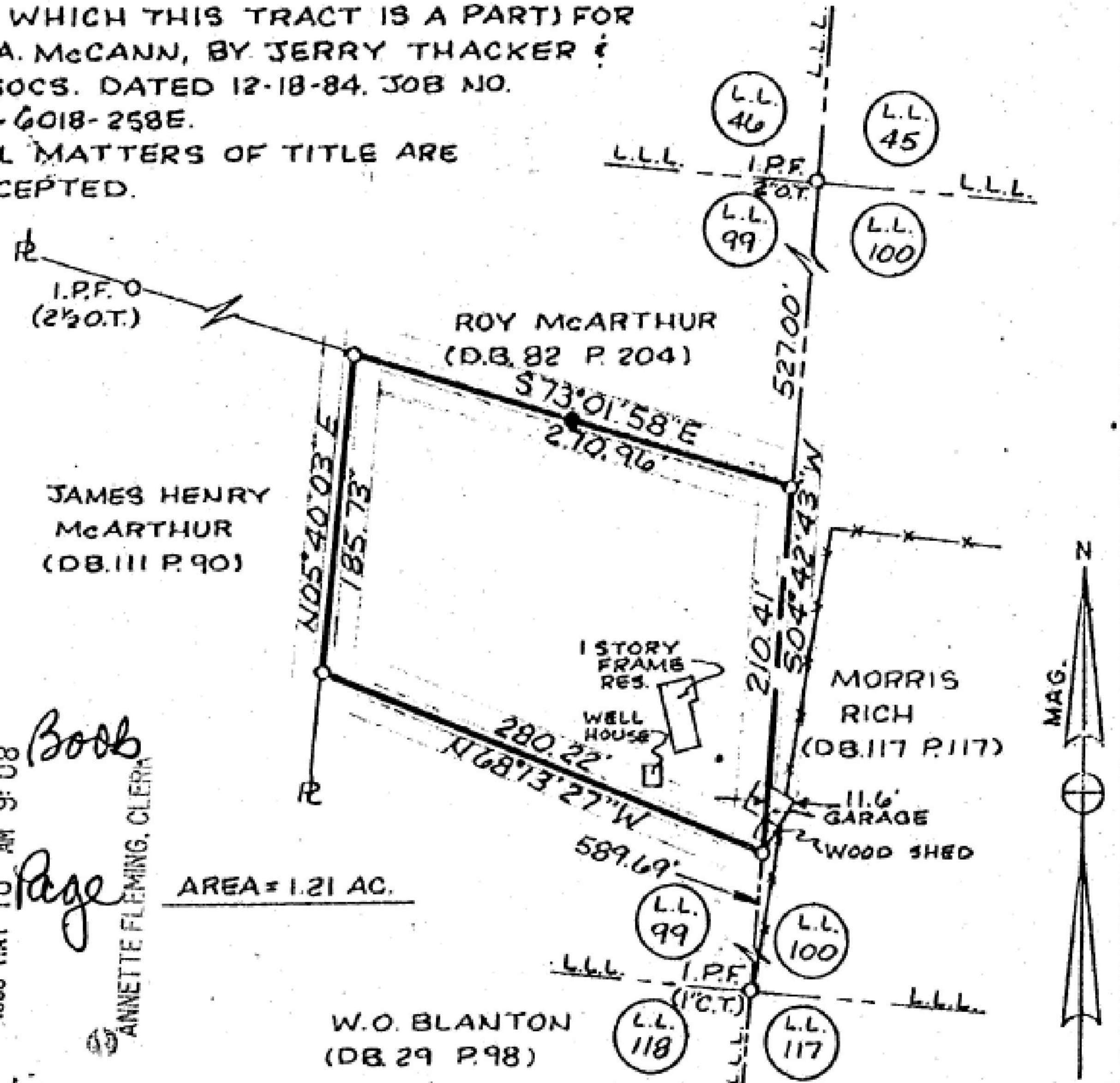
Notary Public
Commission expires:

MELISSA JARRELL NOTARY EXPIRES GEORGIA Jan. 27, 2017 PUBLIC FULTON COUNTY

NOTES:

1.) REFERENCE PLAT OF A BOUNDARY SURVEY (OF WHICH THIS TRACT IS A PART) FOR W. A. McCANN, BY JERRY THACKER & ASSOCS. DATED 12-18-84. JOB NO. 84-6018-258E.

2.) ALL MATTERS OF TITLE ARE EXCEPTED.



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CLERK OF SUPERIOR COURT
CHEROKEE COUNTY, GA.
1985 MAY 10 AM 9:08
Book
Page
ANNETTE FLEMING, CLERK

GA. CHEROKEE COUNTY
PLAT FILED FOR RECORD
5-10-85 AT 9:08 A M.
RECORD IN PLAT
BOOK 27 PAGE 142
ANNETTE FLEMING
CLERK SUPERIOR COURT

COMPOSITE PLAT	
SUBDIVISION:	
FOR:	
IMOGENE McCANN	
MORTGAGEE:	
LAND LOT(S) 99	DISTRICT 15, SECTION 2
CITY:	CHEROKEE CO., GEORGIA
SCALE: 1 IN. = 100' FT.	REVISION DATES:
PREPARED 5-1-85 BY:	

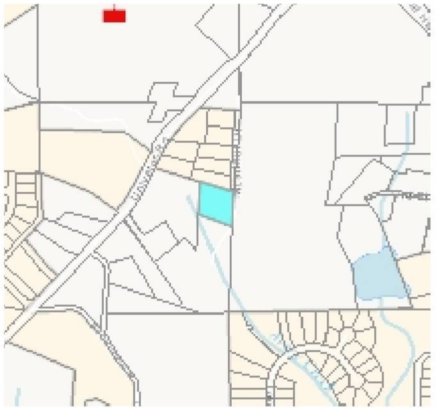
FIELD BOOK 139 PAGE 52
FIELD WORK BY: W.C.
DRAWN BY: L.M.
ERR. OF CLOS.:
JOB NO.: 85-6018-62A

JERRY THACKER & ASSOCIATES
361 E. MAIN STREET
CANTON, GEORGIA 30114
404-479-4911 CANTON
404-522-7268 (ATL. NO.)

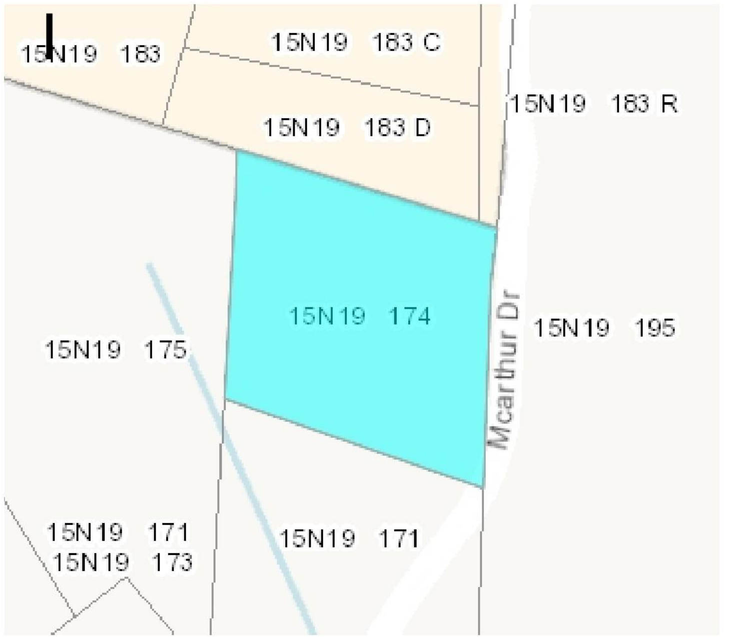
Geocortex Essentials Parcel Report
Cherokee County, GA

TIN: 15N19 174

Report generated 6/22/2021 8:59:27 AM



Vicinity Map 1: 17,781.04



Tax parcel highlighted in cyan 1: 2,350.12

Tax Parcel Information

Owner: CHAFFER JAMES

Property Address: 282 Mcarthur Dr, Canton 30115

Subdivision: Trade Winds

TIN: 15N19 174

PIN: 15-0099-0015

Mailing Address: 21922 SUNNYSIDE LANE, PANAMA CITY BEACH, FL 32413

Acreage: 1.21

Lot #: -

PB/PG: Click here to view the plat book and page

DB/PG: Click here to view the deed book and page

MAP AMENDMENT (REZONING) AND CONDITIONAL USE PERMIT APPLICATION

Adopted by Mayor and Council on February 23, 2006 *For Application Procedures, See p. 7*

APPLICATION MA- 04-2021 APPLICATION CUP-____________

HEARING DATE________________________ DATE OF APPLICATION__________________

APPLICANT Chris Riddle OWNER James Chaffer
(If other that applicant)

ADDRESS 219 Gay Thompson Dr. ADDRESS [redacted]

ZIP CODE 30115 PHONE [redacted] ZIP CODE [redacted] PHONE [redacted]

EMAIL [redacted]

SIGNATURE Chris Riddle Chris Riddle SIGNATURE X James Chaffer

APPLICANT OR REPRESENTATIVE MUST ATTEND MEETING OR APPLICATION WILL NOT BE CONSIDERED

PRESENT ZONING DISTRICT(S) R-80 REQUESTED ZONING DISTRICT R-20

REQUESTED CONDITIONAL USE(S)____

PROPERTY LOCATION/ADDRESS 282 McArthur Dr.

MAP NUMBER 15N19 PARCEL NUMBER(S) 174

LAND LOT(S) LL:99 DISTRICT(S) LD:15 SECTION(S)________

ACREAGE 1.21 SEWAGE DISPOSAL TYPE Sewer UTILITIES AVAILABLE SEMC

DESCRIPTION OF PROPOSED DEVELOPMENT AND/OR CONDITIONAL USE REQUEST:
Construction of one additional single family home

(COMPLETE ON ATTACHED PAPER IF NECESSARY)
The following information must be provided with completed application:

- ___ WARRANTY DEED
- ___ TAX DOCUMENTATION
- ___ SURVEY PLAT BY REGISTERED SURVEYOR
- ___ 10 COPIES OF SITE DEVELOPMENT PLAN BY REGISTERED SURVEYOR INDIVIDUAL FOLDED TO 8.5"x11"
- ___ CAMPAIGN CONTRIBUTION DISCLOSURE STATEMENT (ATTACHMENT A)
- ___ FOR CONDITIONAL USE REQUESTS, COMPLIANCE WITH SECTION 5.4
- ___ FOR CONDITIONAL USE REQUESTS, COMPLETE ATTACHMENT B
- ___ FILING FEES________ RECEIPT#_________ CHECK#_________

(APPLICANT DO NOT WRITE BELOW THIS LINE)

PLANNING COMMISSION RECOMMENDATION:		CITY COUNCIL DECISION:	
APPROVED ______	STIPULATIONS______	APPROVED ______	STIPULATIONS______
DISAPPROVED ______	TABLED ______	DISAPPROVED ______	TABLED ______

Application Information

Please print or type answers, using additional paper or a separate sheet of paper, if necessary.

(1) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property?

Will match style and density of existing new homes built to the north of this parcel.

(2) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property?

This rezoning will result in the creation of 1 new house and should not adversely affect nearby property

(3) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned? The current zoning of R-80 lacks the appropriate density considering the access to sewer/water.

(4) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, public safety, or schools?

McArthur Dr. currently serves only 8 residences and should be able to accommodate 1 more. Utilities, Public safety, and schools should not be adversely affected.

(5) Whether the zoning proposal is in conformity with the policy and intent of the adopted Future Development Map (FDM) and Future Land Use Map (FLUM)?

According to the FDM this Parcel belongs to the "Suburban Neighborhood" category.

(6) Whether the zoning proposal is in conformity with the policies, objectives, and vision set forth by the Community Agenda (Comprehensive Plan) and other adopted policy documents?

This small project will conform to the policies, objectives, and vision of the Community Agenda. The design and price range of the home should add value to the Holly Springs community at large.

(7) Whether an impact is expected on the environment, including, but not limited to, drainage, soil erosion, and sedimentation, flooding, air quality, and water quality and quantity? NO IMPACT IS EXPECTED. LESS THAN 1/2 ACRE DISTURBED AND LOT IS ALREADY FREE OF TREES, SO NOT ALOT OF GRADING EXPECTED.

(8) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal? HOMES ON RIGHT AND LEFT ARE ALREADY ON THIS SIZE OF LOT.

Complete the following section, if applicable.

Residential

Minimum house size: 2,000 sq. ft.

Exterior façade: CONCRETE SIDING, ROCK ACCENTS

Maximum number of units: 1

Anticipated start date: 8-1-2021

Anticipated completion date: 12-1-2021

Commercial

Number of buildings: NA

Maximum square footage: NA sq. ft.

Number of stories: NA

Total number of employees: NA

Exterior façade: NA

Anticipated start date: NA

Anticipated completion date: NA

DISCLOSURE

Please answer the following questions.

A.) Are you, or anyone else with a property interest in the property, a member of the City of Holly Springs Planning and Zoning Commission or City of Holly Springs Council?

_________YES ____√____NO

B.) Does an official of such public bodies have any financial interest in any business entity, which has a property interest in the subject property?

_________YES ____√____NO

C.) Does a member of the family of such official have an interest in the subject property as described in (A) and (B)?

_________YES ____√____NO

D.) Within two (2) years immediately preceding this application, have you made campaign contributions aggregating $250.00 or more?

_________YES ____√____NO

If yes, in accordance with O.C.G.A. 36-67A-3, you are required to provide the following information at least five calendar days prior to the Public Hearing:

Public Official's Name: N/A

Official Position: N/A

Dollar Amount of Contribution: N/A

Description of Contribution: N/A

Date of Contribution: N/A

If you have made more than one campaign contribution, please add an additional sheet which lists the above details of **each** campaign contribution.

June 22 2021	Chris Riddle	Chris Riddle
DATE	NAME PRINTED	SIGNATURE
		James Chafter

Revised May 4, 2020

Return to: **O'KELLEY & SOROHAN, ATTORNEYS AT LAW L.L.C.**
2500 NORTHWINDS PKWY, SUITE 340
ALPHARETTA, GA 30009
File # 3573KR

Deed Book **12908** Pg **274**
Filed and Recorded 7/3/2014 11:21:47 AM
28-2014-017912
Transfer Tax 26.00
Patty Baker
Clerk of Superior Court Cherokee Cty, GA

STATE OF GEORGIA
COUNTY OF Fulton

LIMITED WARRANTY DEED

THIS INDENTURE, made on **June 26th, 2014**, between

ERNESTINE BERTIE MCARTHUR

(hereinafter referred to as "Grantor") and

JAMES CHAFFER

(hereinafter referred to as "Grantee"), the words "Grantor" and "Grantee" to include the heirs, executors, legal representatives, successors and assigns of said parties 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 CONSIDERATIONS, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged by Grantor, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee,

All that tract or parcel of land lying and being in Land Lot 99 of the 15th District, 2nd Section, Cherokee County, Georgia, containing 1.50 acres, more or less, as shown on plat recorded in Plat Book 27, page 142, Cherokee County, Georgia Records, which plat is incorporated herein and made a part hereof by reference.

TOGETHER WITH all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining (hereinafter collectively referred to as the "Premises").

TO HAVE AND TO HOLD the Premises, subject to the Exceptions, to the only proper use, benefit and behoof of Grantee, forever, in FEE SIMPLE, and Grantor will, subject to the Exceptions, warrant and forever defend the right and title to the Premises unto Grantee against the claims of all person claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this instrument under seal, as of the date first above written.

Signed, sealed, and delivered
in the presence of:

Kelly Smith
Witness

Notary Public
Commission expires:

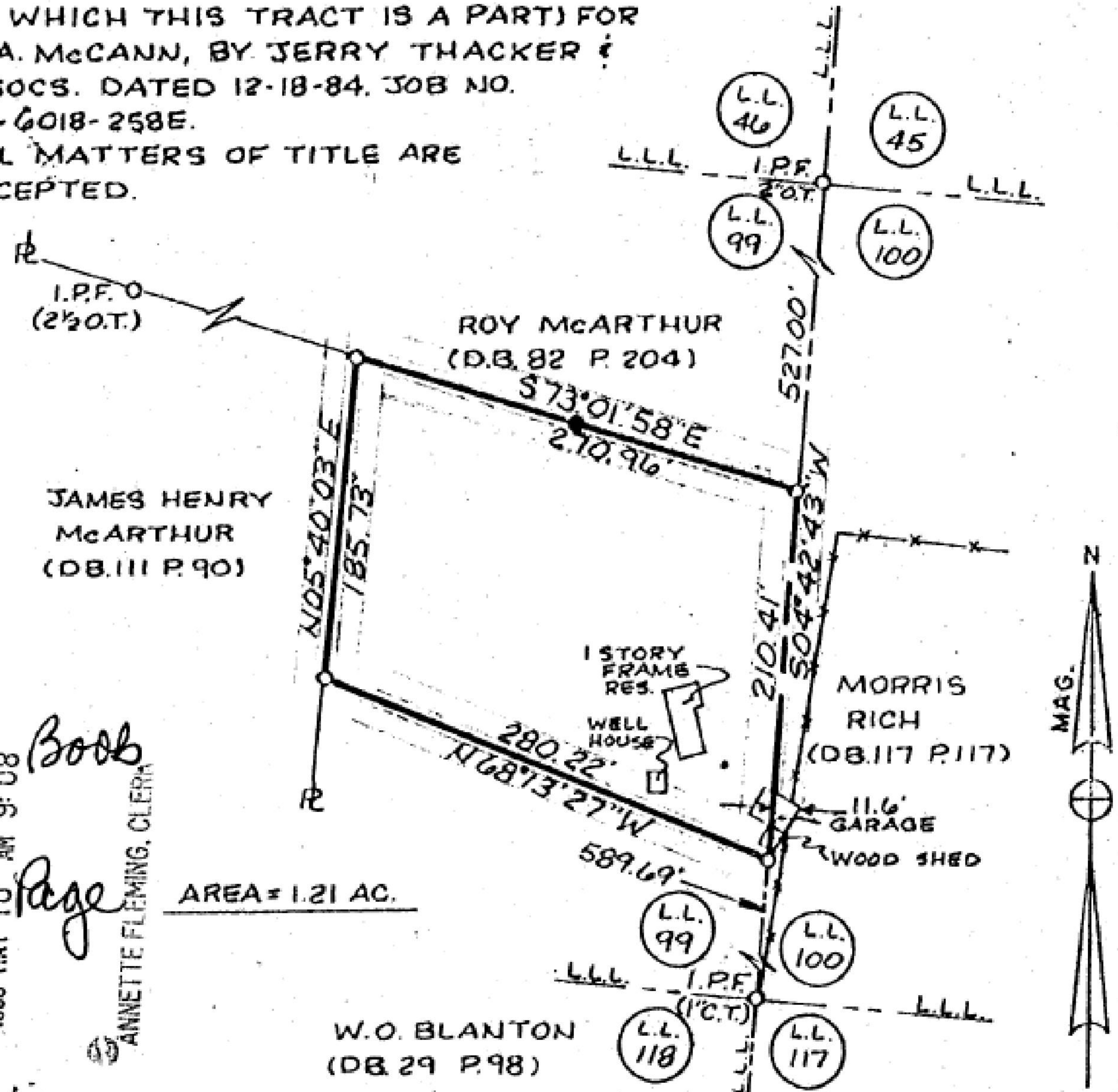
MELISSA JARRELL
NOTARY
EXPIRES
GEORGIA
Jan. 27, 2017
PUBLIC
FULTON COUNTY

Ernestine Bertie McArthur
ERNESTINE BERTIE MCARTHUR

NOTES:

1.) REFERENCE PLAT OF A BOUNDARY SURVEY (OF WHICH THIS TRACT IS A PART) FOR W. A. McCANN, BY JERRY THACKER & ASSOCS. DATED 12-18-84. JOB NO. 84-6018-258E.

2.) ALL MATTERS OF TITLE ARE EXCEPTED.



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CLERK OF SUPERIOR COURT
CHEROKEE COUNTY, GA.
1985 MAY 10 AM 9:08
Book
Page
ANNETTE FLEMING, CLERK

GA. CHEROKEE COUNTY
PLAT FILED FOR RECORD
5-10-85 AT 9:08A M.
RECORD IN PLAT
BOOK 27 PAGE 142
ANNETTE FLEMING
CLERK SUPERIOR COURT

FIELD BOOK 139 PAGE 52
FIELD WORK BY: W.C.
DRAWN BY: L.M.
ERR. OF CLOS.:
JOB NO.: 85-6018-62A

COMPOSITE PLAT

SUBDIVISION:

FOR:

IMOGENE McCANN

MORTGAGEE:

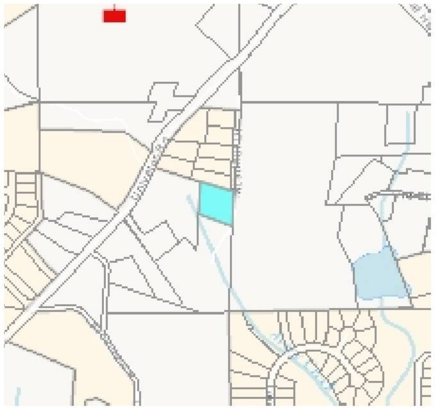
LAND LOT(S) 99	DISTRICT 15 , SECTION 2
CITY:	CHEROKEE CO., GEORGIA
SCALE: 1 IN. = 100' FT.	REVISION DATES:
PREPARED 5-1-85 BY:	

JERRY THACKER & ASSOCIATES
361 E. MAIN STREET
CANTON, GEORGIA 30114
404-479-4911 CANTON
404-522-7268 (ATL. NO.)

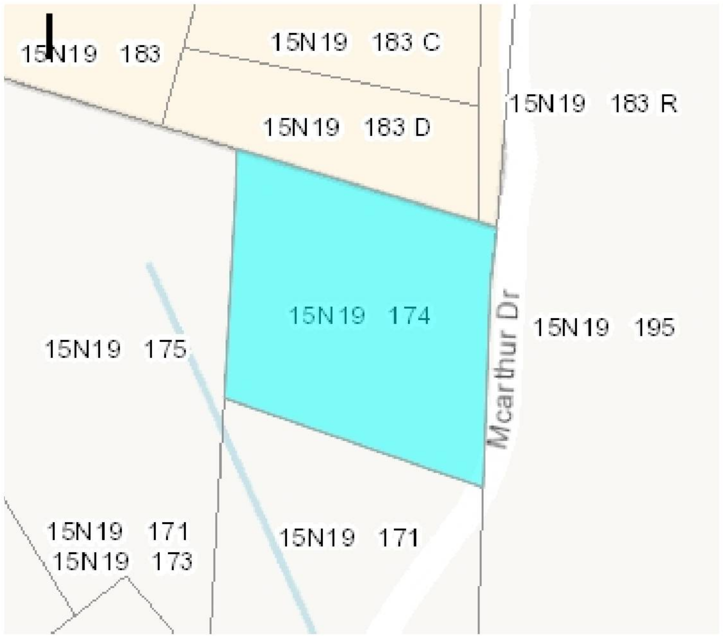
Geocortex Essentials Parcel Report
Cherokee County, GA

TIN: 15N19 174

Report generated 6/22/2021 8:59:27 AM



Vicinity Map 1: 17,781.04



Tax parcel highlighted in cyan 1: 2,350.12

Tax Parcel Information

Owner: CHAFFER JAMES

Property Address: 282 Mcarthur Dr, Canton 30115

Subdivision: Trade Winds

TIN: 15N19 174

PIN: 15-0099-0015

Mailing Address: 21922 SUNNYSIDE LANE, PANAMA CITY BEACH, FL 32413

Acreage: 1.21

Lot #: -

PB/PG: Click here to view the plat book and page

DB/PG: Click here to view the deed book and page

Cherokee County

1831

GEORGIA

PLANNING AND ZONING

July 22, 2021

Nancy Moon
Community Development Director
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

RE: A-03-2021 Chris Riddle – 262 McArthur Drive

Dear Mrs. Moon:

The annexation case, A-03-2021, was on the agenda of the regular meeting of the Cherokee County Board of Commissioners on Tuesday, July 20, 2021. The case involves 1.21 acres of the property at 262 McArthur Drive (tax parcel 15N19 174) that is currently zoned R-80 Single Family Residential. The property owner has applied to annexed into the City of Holly Springs and build one additional home on the property.

Based on the staff review and discussion at the commission meeting, the Board of Commissioners voted unanimously (5-0) to indicate that they had no basis for raising an objection to this annexation. However, we do have concerns about McArthur Drive, the distance to nearest fire hydrant and buffers against the adjacent unincorporated properties to the south and west.

Our County Engineer noted McArthur Drive is a one-lane gravel road that is county-maintained but does not have any dedicated right-of-way, only prescriptive. We respectfully request that the applicant dedicate the necessary right-of-way to Cherokee County prior to the issuance of Certificates of Occupancy for the proposed homes. It does appear that this same applicant has platted right-of-way along McArthur Drive directly to the north but has yet to dedicate that to the County. If this project were developed under county standards, we would require the applicant to also pave McArthur Drive to be a minimum of 18ft wide out to Univeter Road.

The Fire Marshal explained that depending on the location of the new home, the site may not be within 1,000 feet of the fire hydrant on Univeter Road, which could result in higher insurance premiums. Planning staff described how there weren't any buffers shown against the unincorporated property to the south and west. To match county standards, this should be at least a 10 foot undisturbed buffer. Please find our complete staff analysis attached.

Feel free to reach out to me if you have any questions.

Sincerely,

Margaret Stallings, AIA, AICP
Planning Manager

Attachment
CC: Christy Black, County Clerk
Geoff Morton, County Manager
Brantley Day, Community Development Agency Director

STAFF REVIEW AND ANALYSIS OF ANNEXATION REQUEST

FINAL 7/08/2021

Per O.C.G.A. § 36-36-113 (set forth in full at the end of this document for your ease of reference), a land use objection can be made by majority vote of the Board of Commissioners in the event of a material increase in burden upon the County which is quantifiable and otherwise meets the requirements of the statute. In order for a land use objection to be considered timely, it must be completed in time for the BOC to vote upon it in open session and served upon the annexing municipality within 30 days of receipt of notice of annexation via statutory overnight delivery or certified mail, return receipt requested

City	Holly Springs
Case Number A-03-2021	Applicant Chris Riddle
Receipt of Annexation Notice Date	6/24/2021
Holly Springs Planning Commission Public Hearing	7/15/2021
Meeting date the Board of Commissioners must decide whether to object.	7/20/2021
30 day period to object expires on	7/24/2021
City Council Review & Decision	8/16/2021

Staff is requested to review the application for annexation and provide a response to the following questions.

		Yes	No
Is the property to be annexed contiguous to city jurisdictional boundary?		X	
Development Map designation	Suburban Growth		
Surrounding / Contiguous City Future Development Map	Suburban Neighborhood		
Surrounding County Future Development Map	Suburban Growth/Country Estates		
Does this annexation create an "island" of unincorporated land?			X

1) If the application is granted will there be a material increase in burden upon the County directly related to :	Yes	No
a) the proposed change in zoning or land use?		X
b) the proposed increase in density?		X
c) infrastructure demands related to the proposed change in zoning or land use?		X

	Yes	No
2) Will delivery of services be affected by the annexation?		X

If the answer to (2) is yes, is the effect on delivery of services directly related to

a) the proposed change in zoning or land use?

b) the proposed increase in density?

c) infrastructure demands related to the proposed change in zoning or land use?

Note: Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in items (a), (b), and/or (c) of Section 1 above.

	Yes	No
3) If there is a material increase in burden caused by items (a), (b), and/or (c) of Section 1 above, can your department provide evidence of any financial impact?		X

If the answer to (3) is yes, please provide the evidence

	Yes	No
4) Does the proposed change in zoning or land use result in a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use?		X

If the answer to (4) is no, does the proposed change in zoning or land use result in:

	Yes	No
a) a use which significantly increases the net cost of infrastructure?		X
b) a use which significantly diminishes the value or useful life of a capital outlay project, as such term is defined in O.C.G.A. 48-8-110, which is furnished by the county to the area to be annexed?		X

If the answer to 4(a) or 4(b) is yes, then:	Yes	No
c) Does the proposed change in zoning or land use differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan?		
d) Does the proposed change in zoning or land use differ substantially from the existing uses permitted for the property pursuant to the county's zoning ordinance or its land use ordinances?		

Comments:

Planning and Land Use

The applicant requests the annexation and rezoning of 1.21 acres at 262 McArthur Drive (parcel 15N19 174) into the City of Holly Springs. The applicant intends to rezone the parcel from R-80 to R-20 in order to subdivide the property for the development of an additional single-family dwelling unit. This same applicant annexed the adjacent 4.5 +/- acres since 2017 for similar development.

The parcel is located in Cherokee County's Suburban Growth character area, which calls for a density of .5-1 dua. It is within Holly Springs' Suburban Neighborhood character area, that includes homes with a density of 1 – 3 dua acre. This application is not consistent with the County FDM but consistent with Holly Springs FDM. If the property was developed within the County, a 10ft buffer would be required along the south and west property lines against the adjacent R-80 property.

Engineering

McArthur Drive is a one-lane gravel roadway maintained by Cherokee County. There is no recorded County right-of-way along McArthur Drive - the right-of-way is prescriptive. If this parcel were being developed in un-incorporated Cherokee County, the County would request that the applicant deed necessary right-of-way along the McArthur Drive frontage (25 feet from centerline) to the County prior to the issuance of any Certificates of Occupancy for the proposed homes. The applicant has also platted but not dedicated right-of-way parcels for McArthur Drive on the adjacent property to the north of this annexation location.

In addition, the County would require the applicant to improve (pave) McArthur Drive from the furthest driveway out to Univeter Road. We would request the pavement to be a minimum of 18 feet wide.

Fire & Emergency Services

- Any future development of the property should be designed and built to meet minimum state fire codes.

- Depending on the house location on the property, the one fire hydrant on Univeter Rd. may be outside of the 1000’ hose lay requirement and could cause higher insurance premiums.

O.C.G.A. § 36-36-113. Reasons for objection to annexation

(a) The county governing authority may by majority vote object to the annexation because of a material increase in burden upon the county directly related to any one or more of the following:

(1) The proposed change in zoning or land use;

(2) Proposed increase in density; and

(3) Infrastructure demands related to the proposed change in zoning or land use.

(b) Delivery of services may not be a basis for a valid objection but may be used in support of a valid objection if directly related to one or more of the subjects enumerated in paragraphs (1), (2), and (3) of subsection (a) of this Code section.

(c) The objection provided for in subsection (a) of this Code section shall document the nature of the objection specifically providing evidence of any financial impact forming the basis of the objection and shall be delivered to the municipal governing authority by certified mail or statutory overnight delivery to be received not later than the end of the thirtieth calendar day following receipt of the notice provided for in Code Section 36-36-111.

(d) In order for an objection pursuant to this Code section to be valid, the proposed change in zoning or land use must:

(1) Result in:

(A) A substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use; or

(B) A use which significantly increases the net cost of infrastructure or significantly diminishes the value or useful life of a capital outlay project, as such term is defined in Code Section 48-8-110, which is furnished by the county to the area to be annexed; and

(2) Differ substantially from the existing uses suggested for the property by the county's comprehensive land use plan or permitted for the property pursuant to the county's zoning ordinance or its land use ordinances.

RECEIVED
JUL 08 2021
By Bnd

TITLE VI
NON-DISCRIMINATION AGREEMENT

The Georgia Department of Transportation
and

The City of Holly Springs

Name of Recipient

Policy Statement

The ***(Name of Recipient)*** City of Holly Springs, *hereinafter referred to as the "Recipient"* assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include **all** programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not.

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's ***(Name of person/division)*** *Community Development Director*, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

Steven W. Miller
Name of Responsibile Agency Official (Please Print)

Mayor
Title

July 7, 2021
Date

Title VI Program

Organization and Staffing

Pursuant to 23 CFR 200, ***(Name of Recipient)*** City of Holly Springs has appointed a Title VI Specialist who is responsible for **Attachment 1**, which describes the hierarchy for ***(Name of Recipient)'s*** City of Holly Sprngs Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

Assurances

49 CFR Part 21.7

The City of Holly Springs, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are Federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:

    - List all major programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as **Attachment 2** to this Nondiscrimination Agreement.

2. That it will promptly take any measures necessary to effectuate this agreement.

3. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.

4. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Georgia Department of Transportation (GDOT) under the Federally-Funded Program and is binding on it, other recipients, subgrantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.

5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federally-Funded programs and, in adapted form all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix A of this Agreement in every contract subject to the Act and the Regulations.

7. That the Recipient shall insert the clauses of Appendix B of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a Federal Aid Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a Federal Aid Program.

9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses it's commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by GDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report

of investigation, will be forwarded to GDOT's Office of Equal Employment Opportunity (OEEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the programs and activities conducted by the recipient.

7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Conduct training programs on Title VI and related statutes.

9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year.

   a) **Annual Work Plan**
   Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

   b) Accomplishment Report
   List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Specialist. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

Discrimination Complaint Procedure

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.

2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

    a) The date of alleged act of discrimination; or

    b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, an advise the complainant of other avenues of redress available, such as GDOT and USDOT.

5. The recipient will advise GDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to GDOT:

    a) Name, address, and phone number of the complainant.

    b) Name(s) and address (es) of alleged discriminating official(s).

    c) Basis of complaint (i.e., race, color, national origin or sex)

    d) Date of alleged discriminatory act(s).

    e) Date of complaint received by the recipient.

    f) A statement of the complaint.

g) Other agencies (state, local or Federal) where the complaint has been filed.

h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Specialist will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with GDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Specialist will also provide GDOT with a copy of this decision and summary of findings upon completion of the investigation.

8. Contact for GDOT's Title VI staff is as follows:

   Georgia Department of Transportation

   Office of Equal Opportunity, Title VI/ Program

   600 West Peachtree Street, N.W. 7th Floor

   Atlanta, GA 30308

   (404) 631-1497

Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, the GDOT may take any or all of the following actions:

a) Cancel, terminate, or suspend this agreement in whole or in part;

b) Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.

c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.

d) Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Kimberly A. King

Signature

~~Commissioner~~ EEO Director

Title

7/14/21

Date

NAME OF RECIPIENT:

St W Mill

Signature

Mayor

Title

July 7, 2021

Date

Appendix A

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**

The contractor shall comply with the Regulations relative to non-discrimination in federally assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to GDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance**

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies, and/or;
- Cancellation, termination, or suspension of the contract, in whole or in part

6. Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request GDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

Appendix B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with an in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation GDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1064 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

HABENDUM CLAUSE

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)* (2) that the state of Georgia, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination of federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned non-discrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.[1]

---

[1] Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

Appendix C

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Georgia State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Non-discrimination in federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, the STATE shall have the right to terminate the ease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

Turfwell Athletic Fields, LLC
P.O. Box 814
Acworth, GA 30101-0814 US
678.467.9474
turfwell@gmail.com
www.turfwellfields.com

Estimate

ADDRESS
Collins Monette

ESTIMATE # 1022
DATE 07/27/2021

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Dirt Work	Add/Install (50) tons of infield clay and (1) ton of conditioner and laser grade plus cut out the lips around the infield for a smooth grade and playing surface.	1	7,900.00	7,900.00

TOTAL **$7,900.00**

Accepted By

Accepted Date

COMPASS

PURCHASE AND SALE AGREEMENT

Offer Date: 7/21/2021

GeorgiaREALTORS®

2021 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.
   a. **Property Identification:** Address: 175 Palm Street
   City Canton, County Cherokee, Georgia, Zip Code 30115
   MLS Number: 6900410 Tax Parcel I.D. Number: ______
   b. **Legal Description:** The legal description of the Property is *[select one of the following below]*:
   ☐ (1) attached as an exhibit hereto;
   ☐ (2) Condominium (attach F204 Condominium Resale Purchase and Sale Exhibit)
   ☑ (3) the same as described in Deed Book ______, Page ______, et. seq., of the land records of the above county; **OR**
   ☐ (4) Land Lot(s) ______ of the ______ District, ______ Section/ GMD, Lot ______, Block ______, Unit ______, Phase/Section ______ of ______ Subdivision/Development, according to the plat recorded in Plat Book ______, Page ______, et. seq., of the land records of the above county.

2. **Purchase Price of Property to be Paid by Buyer.** $195,000.00

3. **Closing Costs.** **Seller's Contribution at Closing:** $0.00

4. **Closing Date and Possession.**
   Closing Date shall be 8/10/2021 with possession of the Property transferred to Buyer ☑ at Closing **OR** ☐ ______ days after Closing at ____ o'clock ☐ AM ☐ PM (attach F219 Temporary Occupancy Agreement).

5. **Holder of Earnest Money ("Holder").** (If Holder is Closing Attorney, F510 must be attached as an exhibit hereto, and F511 must be signed by Closing Attorney.) Compass Real Estate

6. **Closing Attorney/Law Firm.** Dyer & Rusbridge, P.C. - 291 E Main St, Canton, GA 30114

7. **Earnest Money.** Earnest Money shall be paid by ☑check ☐ACH ☐cash or ☐wire transfer of immediately available funds as follows:
   ☐ **a.** $______ as of the Offer Date.
   ☑ **b.** $1,950.00 within 3 days from the Binding Agreement Date.
   ☐ **c.** ______.

8. **Inspection and Due Diligence.**
   a. **Due Diligence Period:** Property is being sold subject to a Due Diligence Period of 0 days from the Binding Agreement Date.
   b. **Option Payment for Due Diligence Period:** In consideration of Seller granting Buyer the option to terminate this Agreement, Buyer:
   (1) has paid Seller $10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged; plus
   (2) shall pay Seller additional option money of $0.00 by ☑ check or ☐ wire transfer of immediately available funds either ☑ as of the Offer Date; **OR** ☐ within ______ days from the Binding Agreement Date. Any additional option money paid by Buyer to Seller ☐ shall (subject to lender approval) or ☑ shall not be applied toward the purchase price at closing and shall not be refundable to Buyer unless the closing fails to occur due to the default of the Seller.

9. **Lead-Based Paint.** To the best of Seller's knowledge, the residential dwelling(s) on the Property (including any portion thereof or painted fixture therein) ☑ was (attach F316 Lead-Based Paint Exhibit) **OR** ☐ was not built prior to 1978.

10. **Brokerage Relationships in this Transaction.**
    a. **Buyer's Broker is** Compass **and is:**
    (1) ☐ representing Buyer as a client.
    (2) ☑ working with Buyer as a customer.
    (3) ☐ acting as a dual agent representing Buyer and Seller.
    (4) ☐ acting as a designated agent where:
    ______ has been assigned to exclusively represent Buyer.

    b. **Seller's Broker is** Compass **and is:**
    (1) ☑ representing Seller as a client.
    (2) ☐ working with Seller as a customer.
    (3) ☐ acting as a dual agent representing Buyer and Seller.
    (4) ☐ acting as a designated agent where:
    ______ has been assigned to exclusively represent Seller.

    c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:
    N/A

11. **Time Limit of Offer.** The Offer set forth herein expires at 11:59 o'clock p .m. on the date 7/23/2021.

Buyer(s) Initials RHL Seller(s) Initials ______

B. CORRESPONDING PARAGRAPHS FOR SECTION A

1. **Purchase and Sale.**
   a. **Warranty:** Seller warrants that at the time of closing Seller will convey good and marketable title to said Property by limited warranty deed subject only to: (1) zoning; (2) general utility, sewer, and drainage easements of record as of the Binding Agreement Date and upon which the improvements (other than any driveway or walkway) do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record on the Binding Agreement Date; and (4) leases and other encumbrances specified in this Agreement. Buyer agrees to assume Seller's responsibilities in any leases specified in this Agreement.
   b. **Examination:** Buyer may examine title and obtain a survey of the Property and furnish Seller with a written statement of title objections at or prior to the closing. If Seller fails or is unable to satisfy valid title objections at or prior to the closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
   c. **Title Insurance:** Buyer hereby directs any mortgage lender involved in this transaction to quote the cost of title insurance based upon the presumption that Buyer will be obtaining an enhanced title insurance policy since such a policy affords Buyer greater coverage.

2. **Purchase Price to be Paid by Buyer.** The Purchase Price shall be paid in U.S. Dollars at closing by wire transfer of immediately available funds, or such other form of payment acceptable to the closing attorney.

3. **Closing Costs.**
   a. **Seller's Contribution at Closing:** At closing, Seller shall make the referenced Seller's Monetary Contribution which Buyer may use to pay any cost or expense of Buyer related to this transaction. Buyer acknowledges that Buyer's mortgage lender(s) may not allow the Seller's Monetary Contribution, or the full amount thereof, to be used for some costs or expenses. In such event, any unused portion of the Seller's Monetary Contribution shall remain the property of the Seller. The Seller shall pay the fees and costs of the closing attorney: (1) to prepare and record title curative documents and (2) for Seller not attending the closing in person.
   b. **Items Paid by Buyer:** At closing, Buyer shall pay: (1) Georgia property transfer tax; (2) the cost to search title and tax records and prepare the limited warranty deed; and (3) all other costs, fees and charges to close this transaction, except as otherwise provided herein.
   c. **Prorations:** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of closing shall be prorated as of the date of closing. Notwithstanding any provision to the contrary, in the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party professional costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal for the year in which the Property is sold shall be deemed assigned to Buyer at closing. The liability to the county and if applicable, city, in which the Property is located for ad valorem real property taxes for the year in which the Property is sold shall be assumed by Buyer upon the Closing of the Property. Buyer agrees to indemnify Seller against any and all claims of the county and if applicable, city, for unpaid ad valorem real property taxes for the year in which the Property is sold.

4. **Closing Date and Possession.**
   a. **Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the closing date for eight (8) days upon notice to the other party given prior to or on the date of closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); (2) Buyer's mortgage lender (even in "all cash" transactions where Buyer is obtaining a mortgage loan) or the closing attorney is delayed and cannot fulfill their respective obligations by the date of closing, provided that the delay is not caused by Buyer; or (3) Buyer has not received required estimates or disclosures and Buyer is prohibited from closing under federal regulations. The party unilaterally extending the closing date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the closing date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
   b. **Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, codes and other similar equipment pertaining to the Property.

5. **Holder of Earnest Money.** The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check or pays with an ACH for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check or ACH has cleared the account on which the check was written or from which the ACH was sent. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived.

6. **Closing Attorney/Law Firm.** Buyer shall have the right to select the closing attorney to close this transaction, and hereby selects the closing attorney referenced herein. In all cases where an individual closing attorney is named in this Agreement but the closing attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the closing attorney. If Buyer's mortgage lender refuses to allow that closing attorney to close this transaction, Buyer shall select a different closing attorney acceptable to the mortgage lender. The closing attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing (including transactions where the method of payment referenced herein is "all cash"). In transactions where the Buyer does not obtain mortgage financing, the closing attorney shall represent the Buyer.

7. **Earnest Money.**
   a. **Entitlement to Earnest Money:** Subject to the paragraph below, Buyer shall be entitled to the earnest money upon the: (1) failure of the parties to enter into a binding agreement; (2) failure of any unexpired contingency or condition to which this Agreement is subject; (3) termination of this Agreement due to the default of Seller; or (4) termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement. Otherwise, the earnest money shall be applied towards the purchase price of the Property at closing or if other funds are used to pay the purchase price then the earnest money shall be returned to Buyer.
   b. **Disbursement of Earnest Money:** Holder shall disburse the earnest money upon: (1) the closing of Property; (2) a subsequent written agreement of Buyer and Seller; (3) an order of a court or arbitrator having jurisdiction over any dispute involving the earnest money; or (4) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). In addition, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties at least ten (10) days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. Holder shall disburse the earnest money to Seller by check in the event Holder: (1) makes a reasonable interpretation of the Agreement that the Agreement has been terminated due to Buyer's default; and (2) sends the required ten (10) day notice of the proposed disbursement to Buyer and Seller. The above-referenced check shall constitute liquidated damages in full settlement of all claims of Seller against Buyer and the Brokers in this transaction. Holder may require Seller to sign a W-9 before issuing a check to Seller for liquidated damages of $600 or more. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain and are not a penalty.
   c. **Interpleader:** If an earnest money dispute cannot be resolved after a reasonable time, Holder may interplead the earnest money into a court of competent jurisdiction if Holder is unsure who is entitled to the earnest money. Holder shall be reimbursed for and may deduct its costs, expenses and reasonable attorney's fees from any funds interpleaded. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees, court costs and the amount deducted by Holder to cover Holder's costs and expenses from the non-prevailing defendant.
   d. **Hold Harmless:** All parties hereby covenant and agree to: (1) indemnify and hold Holder harmless from and against all claims, injuries, suits and damages arising out of the performance by Holder of its duties; (2) not to sue Holder for any decision of Holder to disburse earnest money in accordance with this Agreement.

8. **Inspection and Due Diligence.**
   a. **Right to Inspect Property:** Upon prior notice to Seller, Buyer and/or Buyer's representatives shall have the right to enter the Property at Buyer's expense and at reasonable times (including immediately prior to closing) to inspect, examine, test, appraise and survey Property. This right to enter shall include the time period after the end of any Due Diligence Period to, among other things, and without limitation, meet contractors and vendors, measure for renovations and confirm that any agreed upon repairs have been made and the Property otherwise remains in the same condition. Seller shall cause all utilities, systems and equipment to be on so that Buyer may complete all inspections. Buyer agrees to hold Seller and all Brokers harmless from all claims, injuries and damages relating to the exercise of these rights and shall promptly restore any portion of the Property damaged or disturbed from testing or other evaluations to a condition equal to or better than the condition it was in prior to such testing or evaluation. If Buyer is concerned that the Property may have been used as a laboratory for the production of methamphetamine, or as a dumpsite for the same, Buyer should review the National Clandestine Laboratory Register – Georgia at **www.dea.gov**.
   b. **Duty to Inspect Neighborhood:** In every neighborhood there are conditions which different buyers may find objectionable. Buyer shall have the sole duty to become familiar with neighborhood conditions that could affect the Property such as landfills, quarries, power lines, airports, cemeteries, prisons, stadiums, odor and noise producing activities, crime and school, land use, government and transportation maps and plans. It shall be Buyer's sole duty to become familiar with neighborhood conditions of concern to Buyer. **If Buyer is concerned about the possibility of a registered sex offender residing in a neighborhood in which Buyer is interested, Buyer should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at www.gbi.georgia.gov.**
   c. **Warranties Transfer:** Seller agrees to transfer to Buyer, at closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.
   d. **Property Sold "As-Is" Unless this Agreement is Subject to Due Diligence Period:**
      (1) **General:** Unless the Property is being sold subject to a Due Diligence Period referenced herein, the Property shall be sold "as-is" with all faults. Even if the Property is sold "as-is" Seller is required under Georgia law to disclose to the Buyer latent or hidden defects in the Property which Seller is aware and which could not have been discovered by the Buyer upon a reasonable inspection of the property. The inclusion of a Due Diligence Period herein shall: (a) during its term make this Agreement an option contract in which Buyer may decide to proceed or not proceed with the purchase of the Property for any or no reason; and (b) be an acknowledgement by Seller that Buyer has paid separate valuable consideration of $10 for the granting of the option.
      (2) **Purpose of Due Diligence Period:** During the Due Diligence Period, Buyer shall determine whether or not to exercise Buyer's option to proceed or not proceed with the purchase of the Property. If Buyer has concerns with the Property, Buyer may during the Due Diligence Period seek to negotiate an amendment to this Agreement to address such concerns.

(3) **Notice of Decision Not To Proceed:** Buyer shall have elected to exercise Buyer's option to purchase the Property unless prior to the end of any Due Diligence Period, Buyer notifies Seller of Buyer's decision not to proceed by delivering to Seller a notice of termination of this Agreement. In the event Buyer does not terminate this Agreement prior to the end of the Due Diligence Period, then: (a) Buyer shall have accepted the Property "as-is" subject to the terms of this Agreement; and (b) Buyer shall no longer have any right to terminate this Agreement based upon the Due Diligence Period.

e. Repairs: All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to closing.

9. Lead-Based Paint. If any portion of a residential dwelling on the Property was built prior to 1978, the Lead-Based Paint Exhibit (F316) is hereby attached as an exhibit to this Agreement. The term "residential dwelling" includes any painted fixture or material used therein that was built or manufactured prior to 1978.

10. Brokerage Relationships in this Transaction.

a. Agency Disclosure: No Broker in this transaction shall owe any duty to Buyer or Seller greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.;

(1) No Agency Relationship: Buyer and Seller acknowledge that, if they are not represented by Brokers in a client relationship, they are each solely responsible for protecting their own interests, and that Broker's role is limited to performing ministerial acts for that party.

(2) Consent to Dual Agency: If Broker is acting as dual agent in this transaction, Buyer and Seller consent to the same and acknowledge having been advised of the following:

i. Dual Agency Disclosure: *[Applicable only if Broker is acting as a dual agent in this transaction.]*

(a) As a dual agent, Broker is representing two clients whose interests are or at times could be different or even adverse;

(b) Broker will disclose all adverse material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from each client which is not otherwise required to be disclosed by law;

(c) Buyer and Seller do not have to consent to dual agency and the consent of Buyer and Seller to dual agency has been given voluntarily and the parties have read and understand their brokerage engagement agreements.

(d) Notwithstanding any provision to the contrary contained herein Buyer and Seller each hereby direct Broker while acting as a dual agent to keep confidential and not reveal to the other party any information which could materially and adversely affect their negotiating position.

ii. Designated Agency Disclosure: If Broker in this transaction is acting as a designated agent, Buyer and Seller consent to the same and acknowledge that each designated agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other designated agent.

b. Brokerage: Seller has agreed to pay Seller's Broker(s) a commission pursuant to a separate brokerage engagement agreement entered into between the parties and incorporated herein by reference ("Seller Brokerage Engagement Agreement"). The Seller's Broker has agreed to share that commission with the Buyer's Broker. The closing attorney is hereby authorized and directed to pay the Broker(s) at closing, their respective portions of the commissions out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission shall pay any shortfall at closing. The acceptance by the Broker(s) of a partial real estate commission at the closing shall not relieve the party owing the same from paying the remainder after the closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of the Broker(s) claim to a commission). The Brokers herein are signing this Agreement to reflect their role in this transaction and consent to act as Holder if either of them is named as such. This Agreement and any amendment thereto shall be enforceable even without the signature of any Broker referenced herein. The broker(s) are express third-party beneficiaries to this Agreement.

c. Disclaimer: Buyer and Seller have not relied upon any advice or representations of Brokers other than what is included in this Agreement. Brokers shall have no duty to inspect the Property or to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural engineer or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. If Broker has written any special stipulations herein, the party for whom such special stipulations were written: a) confirms that each such stipulation reflects the party's complete understanding as to the substance and form of the special stipulations; b) hereby adopts each special stipulation as the original work of the party; and c) hereby agrees to indemnify and hold Broker who prepared the stipulation harmless from any and all claims, causes of action, suits, and damages arising out of or relating to such special stipulation. Buyer acknowledges that when and if Broker answers a question of Buyer or otherwise describes some aspect of the Property or the transaction, Broker is doing so based upon information provided by Seller rather than the independent knowledge of Broker (unless Broker makes an independent written disclosure to the contrary).

11. Time Limit of Offer. The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. **Notices.**
   a. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
   b. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
   c. **When Broker Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker and any affiliated licensee of the Broker representing a party in a client relationship shall be authorized agents of the party and notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein). Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker or the Broker's affiliated licensees are authorized to receive notices delivered by a Delivery Service. The Broker, the Broker's staff and the affiliated licensees of the Broker shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent of a client shall be an authorized agent of the client for the purposes of receiving notice.

2. **Default.**
   a. **Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
   b. **Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either seek the specific performance of this Agreement or terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein.
   c. **Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to every broker involved in this Agreement the commission the broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of commission to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
   d. **Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and commission claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.

3. **Risk of Damage to Property.** Seller warrants that at the time of closing the Property and all items remaining with the Property, if any, will be in substantially the same condition (including conditions disclosed in the Seller's Property Disclosure Statement or Seller's Disclosure of Latent Defects and Fixtures Checklist) as of the Offer Date, except for changes made to the condition of Property pursuant to the written agreement of Buyer and Seller. At time of possession, Seller shall deliver Property clean and free of trash, debris, and personal property of Seller not identified as remaining with the Property. Notwithstanding the above, if the Property is destroyed or substantially destroyed prior to closing, Seller shall promptly give notice to Buyer of the same and provide Buyer with whatever information Seller has regarding the availability of insurance and the disposition of any insurance claim. Buyer or Seller may terminate this Agreement without penalty not later than fourteen (14) days from receipt of the above notice. If Buyer or Seller do not terminate this Agreement, Seller shall cause Property to be restored to substantially the same condition as on the Offer Date. The date of closing shall be extended until the earlier of one year from the original date of closing, or seven (7) days from the date that Property has been restored to substantially the same condition as on the Offer Date and a new certificate of occupancy (if required) is issued.

4. **Other Provisions.**
   a. **Condemnation:** Seller shall: (1) immediately notify Buyer if the Property becomes subject to a condemnation proceeding; and (2) provide Buyer with the details of the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
   b. **Consent to Share Non-Public Information:** Buyer and Seller hereby consent to the closing attorney preparing and distributing an American Land Title Association ("ALTA") Estimated Settlement Statement-Combined or other combined settlement statement to Buyer, Seller, Brokers and Brokers' affiliated licensees working on the transaction reflected in this Agreement for their various uses.

c. **Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the closing attorney, mortgage lender and/or the title insurance company to meet their respective requirements.

d. **Electronic Signatures:** For all purposes herein, an electronic or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.

e. **Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may not be assigned by Buyer except with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement.

f. **Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of closing.

g. **GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form, he or she should consult an attorney. Provisions in the GAR Forms are subject to differing interpretations by our courts other than what the parties may have intended. At times, our courts may strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.

h. **Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.

i. **No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions herein, amendments hereto, or termination hereof. However, if authorized in this Agreement, Broker shall have the right to accept notice on behalf of a party. Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it may only be resolved by the written agreement of the Buyer and Seller.

j. **Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party.

k. **Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within two (2) years from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.

l. **Survival of Agreement:** The following shall survive the closing of this Agreement: (1) the obligation of a party to pay a real estate commission; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the section on attorney's fees; (6) the obligations of the parties regarding ad valorem real property taxes; and (7) any obligations which the parties herein agree shall survive the closing or may be performed or fulfilled after the Closing.

m. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate. The letters "N.A." or "N/A", if used in this Agreement, shall mean "Not Applicable", except where the context would indicate otherwise.

n. **Time of Essence:** Time is of the essence of this Agreement.

5. **Definitions.**

a. **Banking Day**: A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.

b. **Binding Agreement Date**: The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Once that occurs, this Agreement shall be deemed a Binding Agreement.

c. **Broker**: In this Agreement, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and its affiliated licensees unless the context would indicate otherwise.

d. **Business Day**: A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.

e. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.

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

7. **LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):**
   a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY LIABILITY GREATER THAN THE AMOUNT OF THE REAL ESTATE COMMISSION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMMISSION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMMISSION IS PAID TO BROKER, THAN A SUM NOT TO EXCEED $100; AND**
   b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF $100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

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

☐ All Cash Sale Exhibit (F401) "_______"
☐ Back-up Agreement Contingency Exhibit (F604) "_______"
☐ Closing Attorney Acting as Holder of Earnest Money Exhibit (F510) "_______"
☐ Community Association Disclosure Exhibit (F322) "_______"
☐ Condominium Resale Purchase and Sale Exhibit (F204) "_______"
☐ Conventional Loan Contingency Exhibit (F404) "_______"
☐ FHA Loan Contingency Exhibit (F407) "_______"
☑ Lead-Based Paint Exhibit (F316) "A"
☐ Lease Purchase and Sale Exhibit (F207) (to be used with F916) "_______"
☐ Lease for Lease/Purchase Agreement (F916) (to be used with F207) "_______"
☐ Legal Description Exhibit (F807 or other) "_______"
☐ Loan Assumption Exhibit (F416) "_______"
☐ Sale or Lease of Buyer's Property Contingency Exhibit (F601) "_______"
☐ Seller's Property Disclosure Statement Exhibit (F301, F302, F304, F307 or F310) "_______"
☐ Survey of Property as Exhibit "_______"
☐ Temporary Occupancy Agreement for Seller after Closing Exhibit (F219) "_______"
☐ USDA-RD Loan Contingency Exhibit (F413) "_______"
☐ VA Loan Contingency Exhibit (F410) "_______"
☐ Other ______________________________
☐ Other ______________________________

SPECIAL STIPULATIONS: The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

☐ **Additional Special Stipulations are attached.**

By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

Buyer Acceptance and Contact Information

Robert H. Logan

1 **Buyer's Signature** c9693e7

City of Holly Springs, GA — 7/21/2021

Print or Type Name — Date

Buyer's Address for Receiving Notice

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

Buyer's E-mail Address

2 **Buyer's Signature**

Print or Type Name — Date

Buyer's Address for Receiving Notice

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

Buyer's E-mail Address

☐ **Additional Signature Page (F267) is attached.**

Seller Acceptance and Contact Information

1 **Seller's Signature**

David Roetto, member of MAPLEWOOD PROPERTY

Print or Type Name — Date

Seller's Address for Receiving Notice

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

Seller's E-mail Address

2 **Seller's Signature**

Print or Type Name — Date

Seller's Address for Receiving Notice

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

Seller's E-mail Address

☐ **Additional Signature Page (F267) is attached.**

Buyer's Broker/Affiliated Licensee Contact Information

Compass

Buyer Brokerage Firm

Broker/Affiliated Licensee Signature — Date

Steven Reyes — 387472

Print or Type Name — GA Real Estate License #

(404) 909-3688

Licensee's Phone Number — Fax Number

steven@corderohinton.com

Licensee's E-mail Address

Cherokee Association

REALTOR® Membership

3107 Peachtree Rd.NE Suite A-1, Atlanta, GA 30305

Broker's Address

(404) 668-6621

Broker's Phone Number — Fax Number

COPS01 — H-67491

MLS Office Code — Brokerage Firm License Number

Seller's Broker/Affiliated Licensee Contact Information

Compass

Seller Brokerage Firm

Broker/Affiliated Licensee Signature — Date

Steven Reyes — 387472

Print or Type Name — GA Real Estate License #

(404) 909-3688

Licensee's Phone Number — Fax Number

steven@corderohinton.com

Licensee's Email Address

Cherokee Association

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3107 Peachtree Rd.NE Suite A-1, Atlanta, GA 30305

Broker's Address

(404) 668-6621

Broker's Phone Number — Fax Number

COPS01 — H-67491

MLS Office Code — Brokerage Firm License Number

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of ______________________ and has been filled in by ______________________.

COMPASS

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN PURCHASE AND SALE TRANSACTIONS ("LEAD-BASED PAINT EXHIBIT") EXHIBIT "A"

GeorgiaREALTORS®

2021 Printing

This Exhibit pertains to that certain Property known as: 175 Palm Street, Canton, Georgia 30115.

UNDER FEDERAL LAW, THIS EXHIBIT MUST BE SIGNED BY THE SELLER AND BUYER, AND THE BUYER PROVIDED WITH A COPY OF THE LEAD-BASED PAINT BROCHURE PRIOR TO THE BUYER AND SELLER ENTERING INTO A BINDING AGREEMENT. THIS AGREEMENT MUST BE FILLED OUT FOR ALL HOUSING BUILT PRIOR TO 1978.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Hazards Lead Warning Statement

Every buyer of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead paint hazard *[initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]*

(i) ________________ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain below):

____

____

☐ Check box if additional pages of explanations are attached and incorporated herein.

✔ (ii) ________________ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller *[initial (i) or (ii) below. The section not initialed shall not be part of this Exhibit]:*

(i) ________________ Seller has provided the Buyer with all the available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list document below):

____

____

(ii) ________________ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's Acknowledgment [*initial all applicable sections below]:*

(c) __________________________ Buyer has received copies of all information, if any, listed above.

(d) __________________________ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*

(e) Buyer has: [*initial (i) or (ii) below]:*

(i) __________________________ Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (prior to Buyer being obligated under the Purchase and Sale Agreement); or

✔ (ii) RHL __________________ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards (which shall not prevent Buyer from evaluating the Property for lead-based paint and lead-based paint hazards during any Due Diligence or Right to Request Repairs Period).

Agent's Acknowledgment (Agent who informed Seller of Seller's Obligations should initial).

(f) ________________ Seller's Agent has informed the Seller of the Seller's obligations under 42 U.S.C. § 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Robert H. Logan	7/21/2021		
1 Buyer's Signature	Date	**1 Seller's Signature**	Date
City of Holly Springs, GA		David Roetto, member of MAPLEWOOD PROPERTY GROUP LLC	
Print or Type Name		Print or Type Name	
2 Buyer's Signature	Date	**2 Seller's Signature**	Date
Print or Type Name		Print or Type Name	
☐ **Additional Signature Page (F267) is attached.**		☐ **Additional Signature Page (F267) is attached.**	
Buyer's Agent Signature	Date	**Seller's Agent Signature**	Date
Steven Reyes		Steven Reyes	
Print or Type Name		Print or Type Name	

SOUTH STATE BANK

July 26, 2021

Rob Logan
City of Holly Springs
Urban Redevelopment Agency of the City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, GA 30115

Dear Rob,

South State Bank (hereinafter, the "Bank") is pleased to commit to you the following credit facility (hereinafter the "Loan"), subject to the following terms and conditions.

Borrower: Urban Redevelopment Agency of the City of Holly Springs ("Borrower")

Type: Bank Qualified Tax Exempt, Term Loan

Purpose: Proceeds will be used for the financing of infrastructure needs.

Loan Amount: The principal amount of the loan will not exceed six million seven hundred fifty six thousand one hundred thirteen & no/100 dollars ($6,756,113)

Interest Rate, Fee, and Repayment Terms: A tax-exempt, fixed rate of 2.26%, subject to confirmation from bond counsel of tax exemption and bank qualified. Interest calculations will be based on the actual number of days outstanding and a 360-day year. The loan will have a 24 month draw period. The loan will be payable in semi-annual payments of principal and interest on March 1st and September 1st of each year. The loan will mature in September 2036, at which time all unpaid interest, principal, and fees will be due and payable. See amortization schedule below.

	Date	Days In Period	Rate	Interest Due	Principal Due	Ending Principal Balance	Payment Amount	Balloon
	September 1, 2021		2.2914%			$ 6,756,113.00		
1	March 1, 2022	181.00	2.2914%	$ 76,768.21	$ -	$ 6,756,113.00	$ 76,768.21	$ 6,832,881.21
2	September 1, 2022	184.00	2.2914%	$ 78,040.61	$ -	$ 6,756,113.00	$ 78,040.61	$ 6,834,153.61
3	March 1, 2023	181.00	2.2914%	$ 76,768.21	$ -	$ 6,756,113.00	$ 76,768.21	$ 6,832,881.21
4	September 1, 2023	184.00	2.2914%	$ 78,040.61	$ -	$ 6,756,113.00	$ 78,040.61	$ 6,834,153.61
5	March 1, 2024	182.00	2.2914%	$ 77,192.34	$ 259,851.00	$ 6,496,262.00	$ 337,043.34	$ 6,833,305.34
6	September 1, 2024	184.00	2.2914%	$ 75,039.04	$ 259,851.00	$ 6,236,411.00	$ 334,890.04	$ 6,571,301.04
7	March 1, 2025	181.00	2.2914%	$ 70,862.95	$ 259,851.00	$ 5,976,560.00	$ 330,713.95	$ 6,307,273.95
8	September 1, 2025	184.00	2.2914%	$ 69,035.91	$ 259,851.00	$ 5,716,709.00	$ 328,886.91	$ 6,045,595.91
9	March 1, 2026	181.00	2.2914%	$ 64,957.69	$ 259,851.00	$ 5,456,858.00	$ 324,808.69	$ 5,781,666.69
10	September 1, 2026	184.00	2.2914%	$ 63,032.77	$ 259,851.00	$ 5,197,007.00	$ 322,883.77	$ 5,519,890.77
11	March 1, 2027	181.00	2.2914%	$ 59,052.44	$ 259,851.00	$ 4,937,156.00	$ 318,903.44	$ 5,256,059.44
12	September 1, 2027	184.00	2.2914%	$ 57,029.64	$ 259,851.00	$ 4,677,305.00	$ 316,880.64	$ 4,994,185.64
13	March 1, 2028	182.00	2.2914%	$ 53,440.81	$ 259,851.00	$ 4,417,454.00	$ 313,291.81	$ 4,730,745.81
14	September 1, 2028	184.00	2.2914%	$ 51,026.50	$ 259,851.00	$ 4,157,603.00	$ 310,877.50	$ 4,468,480.50
15	March 1, 2029	181.00	2.2914%	$ 47,241.92	$ 259,851.00	$ 3,897,752.00	$ 307,092.92	$ 4,204,844.92
16	September 1, 2029	184.00	2.2914%	$ 45,023.37	$ 259,851.00	$ 3,637,901.00	$ 304,874.37	$ 3,942,775.37
17	March 1, 2030	181.00	2.2914%	$ 41,336.66	$ 259,851.00	$ 3,378,050.00	$ 301,187.66	$ 3,679,237.66
18	September 1, 2030	184.00	2.2914%	$ 39,020.23	$ 259,851.00	$ 3,118,199.00	$ 298,871.23	$ 3,417,070.23
19	March 1, 2031	181.00	2.2914%	$ 35,431.40	$ 259,851.00	$ 2,858,348.00	$ 295,282.40	$ 3,153,630.40
20	September 1, 2031	184.00	2.2914%	$ 33,017.10	$ 259,851.00	$ 2,598,497.00	$ 292,868.10	$ 2,891,365.10
21	March 1, 2032	182.00	2.2914%	$ 29,689.27	$ 259,851.00	$ 2,338,646.00	$ 289,540.27	$ 2,628,186.27
22	September 1, 2032	184.00	2.2914%	$ 27,013.96	$ 259,851.00	$ 2,078,795.00	$ 286,864.96	$ 2,365,659.96
23	March 1, 2033	181.00	2.2914%	$ 23,620.89	$ 259,851.00	$ 1,818,944.00	$ 283,471.89	$ 2,102,415.89
24	September 1, 2033	184.00	2.2914%	$ 21,010.82	$ 259,851.00	$ 1,559,093.00	$ 280,861.82	$ 1,839,954.82
25	March 1, 2034	181.00	2.2914%	$ 17,715.63	$ 259,851.00	$ 1,299,242.00	$ 277,566.63	$ 1,576,808.63
26	September 1, 2034	184.00	2.2914%	$ 15,007.69	$ 259,851.00	$ 1,039,391.00	$ 274,858.69	$ 1,314,249.69
27	March 1, 2035	181.00		$ 11,810.37	$ 259,851.00	$ 779,540.00	$ 271,661.37	$ 1,051,201.37
28	September 1, 2035	184.00		$ 9,004.55	$ 259,851.00	$ 519,689.00	$ 268,855.55	$ 788,544.55
29	March 1, 2036	182.00		$ 5,937.74	$ 259,851.00	$ 259,838.00	$ 265,788.74	$ 525,626.74
30	September 1, 2036	184.00		$ 3,001.42				$ 262,839.42

A commitment fee of $0 will be earned by Bank upon your acceptance of this commitment and payable at closing or upon expiration of any accepted commitment.

Collateral: The collateral for the Loan will consist of an assignment of the Borrower's interest in the intergovernmental contract (hereinafter, the "Contract") between the Borrower and the City of Holly Springs, GA.

Security: The full faith, credit and taxing authority of the City of Holly Springs, Georgia, will be irrevocably pledged.

The legal opinion of bond counsel satisfactory to Bank that the Note: constitutes a valid and binding obligation of Borrower: will be "Qualified Tax Exempt Obligation" within the meaning of Section265 (b) (3) (B) of Internal Revenue Code of 1986, as amended: and will be exempt from all Federal, State, County, and Municipal taxes.

Opinions: This commitment is contingent on a satisfactory review by the Bank's attorney of the opinion letters issued by the bond counsel and counsel for the Borrower. If the opinion letters provided by counsel are deemed unacceptable in the Bank's sole discretion, this commitment will be void.

Financial Information and Requirements: Borrower and any Guarantors agree, as a condition of the Loan and until the Loan has been fully repaid, to the following:

As affirmative covenants, Borrower and the City of Holly Springs, GA agree to:

1. Furnish to Bank the fiscal year-end audited financial statements of the City of Holly Springs issued by satisfactory accountants in a format satisfactory to Bank.
2. Inform Bank immediately of any material adverse change in financial condition of the City of Holly Springs, and furnish to Bank whatever information on the City of Holly Springs' financial condition that Bank may reasonably require.

Assignability: Borrower cannot assign this commitment without Bank's prior written approval, nor shall any third party rely hereon or be deemed a party beneficial hereby.

Material Adverse Change: This commitment is conditioned upon there having occurred no material adverse change in the business, assets, liabilities, financial condition, results of operations, or business prospects of the Borrower, guarantor, collateral, or upon the ability of the Borrower to perform its material obligations arising under the Loan and any loan documents.

Closing Requirements: Closing requirements for a loan of this nature will apply, to be determined by Bank and its counsel, and can be furnished to you or your attorney upon acceptance of this commitment. Borrower will pay all fees and expenses of Bank in connection with the Loan. In connection with the closing, Borrower's counsel may be asked to provide an opinion letter to Bank as to the validity and enforceability of the Loan documents and such other matters as Bank may reasonably require. **Bank will require appropriate bond validation and opinion letter confirming this debt as "tax exempt and bank qualified" to be eligible for the rate quoted above.**

You may indicate your acceptance of the terms and conditions offered by signing below and returning the original copy of this letter to Bank. If not accepted by August 15, 2021, and if a resulting loan is not closed by September 30, 2021, then this commitment will expire and neither Bank nor Borrower will be obligated hereunder.

It is a pleasure to extend this financing offer. We look forward to hearing from you and having the opportunity to provide the City of Holly Springs financial services.

Sincerely,

Jeffery R. Mitchell
Senior Vice President

This commitment is agreed to and accepted this _____ day of August 2021.

Urban Redevelopment Agency of the City of Holly Springs

By________________________________

Its________________________________

City of Holly Springs

By________________________________

Its________________________________

City of Holly Springs Work Session Meeting
Speaker Sign In Sheet

Meeting Date: **August 2, 2021**

Name	Address	City Resident Y/N	Topic of Comment
1. Quentin Thomas	121 [illegible]		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Note: City Council meetings are public meetings but are not public hearings. It is at the Chief Elected Official's discretion if public comment is taken.

STATE OF GEORGIA
Cherokee County

EXECUTIVE SESSION
AFFIDAVIT

August 2, 2021
DATE

AFFIDAVIT OF PRESIDING OFFICIAL(S) FOR A CLOSED PUBLIC MEETING

While in Regular Session, the motion was made to enter into an Executive Session to discuss certain matters in a closed session.

( ) To discuss with council pending and/or potential litigation, settlement claims, administrative proceedings or other judicial actions, which is exempt from the Open Meetings Act pursuant to O.C.G.A. Section 50-14-2(1).

(X) A meeting to discuss the purchase, disposal of, or lease of property; authorize the ordering of an appraisal related to the acquisition or disposal of real estate; enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote; or enter into an option to purchase, dispose of, or lease real estate subject to approval in subsequent public vote, which is excluded from the Open Meetings Act pursuant to Section 50-14-3(b)(1)(C).

( ) A meeting discussing the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee, which is excluded pursuant to O.C.G.A. Section 50-14-3(b)(2).

( ) Discussion in Executive Session of Records that are otherwise protected from disclosure under the Open Records Act as pursuant to O.C.G.A. Section 50-14-3-(b)(4).

______X_____The subject matter of the Executive Session of the Regular Session was devoted to matters within the exceptions provided by law.

___________Because of events occurring during the closed session, I am unable to affirm the subject matter of the Executive Session of the Regular Session was devoted to only matters within the exceptions provided by law.

Steven W. Miller, Mayor
City of Holly Springs

Sworn to and subscribed before me this ___2nd___ day of August 2021.

Notary Public

KAREN NORRED
COMMISSION EXPIRES
NOTARY
PUBLIC
DEC 21, 2023
CHEROKEE COUNTY, GEORGIA

12/21/2023
Commission Expires

STATE OF GEORGIA
Cherokee County

EXECUTIVE SESSION AFFIDAVIT

August 2, 2021
DATE

COUNCIL REPRESENTATION ATTENDING CLOSED SESSION

I attended the closed session described above and I acknowledge the Presiding Official has executed the affidavit in reliance upon my representation that I did not observe a violation of the Open Meetings Law and the Presiding Official may rely upon my representation that no illegal activities occurred with regard to this meeting.

So represented this __2nd__ day of August __2021__.

Signatures of members participating in the meeting:

____
Post 1: Kyle Whitaker

____
Post 2: Dee Phillips

____
Post 3: Michael Roy Zenchuk II

____
Post 4: Vacant

____
Post 5: Jeffrey D. Wilbur