

# City of Blue Ridge

480 West First Street • Blue Ridge, Georgia • (706) 632-2091



## **Planning Commission Meeting**

**October 19, 2023**

**6:00 p.m.**

**480 West First Street**

## **A G E N D A**

- 1) **Call Meeting to Order**
- 2) **Confirmation of Quorum**
- 3) **Approval of Minutes from Previous Meetings**
- 4) **Public Hearings:**
  - A. **Rezoning Request:** BLUE RIDGE HOUSING AUTHORITY tracts of land total 4.10 acres located at 82 Ashe Street – 318 Boardtown Road, (tax parcel BR03-030) from Medium Density Residential District (R-2) to High- Density Residential District (R-3).
- 5) **Adjournment**

## **STAFF ANALYSIS REZONING REQUEST**

**Prepared by Ethan Calhoun, NWGRC**  
*Zoning Ordinance of Blue Ridge, Georgia*

**ZONING REQUEST:** To hear the request of the Housing Authority of the City of Blue Ridge to rezone two tracts of land from Medium-Density Residential R-2 to High-Density Residential R-3. The tract of land totals 4.1-acres and is located at the corner of Ashe St and Boardtown Road including 11 separate addresses within the City of Blue Ridge. The tracts of land are identified as tax parcels BR03-030.

The subject property contains six single-story duplex-style residential structures. The proposed rezoning will bring the subject property into conformity with its existing use.

The surrounding uses and zoning are as follows: 1) To the north are multiple tracts of land ranging from 0.1-acres to 11.8-acres in area. All the adjacent tracts of land to the north are zoned General Commercial C-2 ; 2) To the east are three tracts of land across Ashe St. that are each zoned C-2. Two of the eastern adjacent tracts contain commercial buildings while one eastern adjacent tract remains vacant; 3) To the south is a 1.25-acre tract of land zoned R-2 that contains three non-conforming manufactured homes; and 4) To the west is a 9.5-acre tract of land that is zoned R-3. All in all, the area surrounding the subject property is at a point of convergence between the R-2, R-3, and C-2 zone districts.

The subject property is within the jurisdiction of the City of Blue Ridge Mayor and Council.

### **Standards for Review:**

**1) Whether the proposed amendment would allow a use that is generally suitable for the site when compared to other possible uses, and the uses and zoning of adjacent and nearby properties.**

This area of the city is a point of convergence between the commercial and residential zone districts. Commercial use consistently reflects the development north and east of the subject property, while residential use reflects the south and west adjacent properties. The multi-family R-3 zone district can be seen already established along the subject property's western boundary. The character of the subject property's existing development is that of multi-family. The proposed R-3 rezoning would allow the subject property to become a conforming in terms of its overall use and character.

**2) Whether the proposed amendment would adversely affect the economic value or uses of adjacent and nearby properties.**

No impact is expected based upon the existing commercial and multi-family zoning and development of the area surrounding the subject property.

**3) Whether the property to be affected by the proposed amendment can be used as currently zoned.**

The subject property currently exists in a non-conforming status, meaning that the existing zoning does not permit the established use of the subject property. Non-conformity limits the ability to expand or redevelop the subject property for any type of multi-family development. Given the nature of the housing authority and established development of the subject property, the existing R-2 zoning of the subject property does not suit the needs of the subject property owner.

**4) Whether the proposed amendment, if adopted, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities.**

This area is well served in terms of utilities and roads, and the subject property would not burden any public infrastructure if it is rezoned R-3. There is sufficient road frontage to serve the subject property in terms of ingress/egress. The subject property has existed in its current configuration for several decades.

**5) Whether the subject property under the proposed amendment is in conformity with the policies and intent of the adopted Joint Comprehensive Plan for Fannin County and the Cities of Blue Ridge, McCaysville, and Morganton, as amended.**

The Comprehensive Plan's future land use map shows the subject property to be planned for multi-family land use. The future development map identifies no conflict with the proposed R-3 rezoning at this location.

**6) Whether there are other conditions or transitional patterns affecting the use and development of the subject property, if applicable, which give grounds either for approval or disapproval of the proposed amendment?**

The proposed rezoning would simply enlarge the adjacent R-3 zone district and shrink the island of R-2.

**Conclusion:** This planner recommends that the requested R-3 rezoning be approved based on the following findings;

- 1) The subject property is flanked by a large R-3 zone district to the west,
- 2) The existing pattern of development of this area is conducive to multi-family development,
- 3) No adverse impact to any surrounding properties is expected if this rezoning is approved,
- 4) The Future Land Use Map shows the subject property to be planned for multi-family development which matches both the established use of the subject property as well as the requested R-3 rezoning.

Phone: 706-632-5742  
Fax: 706-632-2406  
Email: [traver@blueridgeha.org](mailto:traver@blueridgeha.org)



HOUSING AUTHORITY OF CITY OF BLUE RIDGE  
30 OUIDA ST. BLDG G1  
BLUE RIDGE, GA. 30513

[www.blueridgeha.org](http://www.blueridgeha.org)

PHONE: 706-632-5742 FAX: 706-632-2406

July 27, 2023

To: The City of Blue Ridge Planning and Zoning  
480 West first St.  
Blue Ridge, GA 30513

From: The Blue Ridge Housing Authority (BRHA)  
30 Ouida St. Bldg. G-1  
Blue Ridge, GA 30513

Traver Aiken and BRHA Board of Commissioners  
Phone: 706-632-5742  
Email: [traver@blueridgeha.org](mailto:traver@blueridgeha.org)

RE: **Application for Rezoning of 4.10 Acres from "R-2" to "R-3"**

Dear City of Blue Ridge Planning and Zoning Board of Commissioners,

On Thursday, July 20, 2023, The BRHA Board of Commissioners approved a motion to apply for a Zoning request to have one of our three owned properties (**Land Lot #315 of the 8<sup>th</sup> District, 2<sup>nd</sup> Section**) **re-zoned from its current classification of "R-2" Medium Density Residential to "R-3" High Density Residential.** This action would allow for all (3) three BRHA owned property locations to be zoned the same classification. This is being done for the purposes of planning future development and or re-development of all three locations to better serve the residents of the City of Blue Ridge and future residents of the City of Blue Ridge. This will provide an opportunity through partnering with a developer to bring fully accessible sites, dwelling structures, dwelling units and communal areas for families, elderly, disabled residents, and their guests. We would like the zoning board to recognize the existing "Cooperation Agreement" with the City of Blue Ridge, executed on April 13, 2021, in particular, Section 5 – Item "c" on page 4. The BRHA is a Tax-Exempt Entity; however, the Board of Commissioners, along with HUD, believes in honoring "good faith" agreements with the City to establish and ensure a successful partnership with all stakeholders and PILOT payments. The BRHA is asking the City of Blue Ridge Planning and Zoning Board to consider approving this application to have a positive impact on the current affordable/workforce housing crisis.

The BRHA would like to ask the City of Blue Ridge to consider this Application for Re-zoning for all the current Housing Authority property sites to be zoned the same, R-3. Please feel free to contact me at [traver@blueridgeha.org](mailto:traver@blueridgeha.org) or 706-632-5742 ext. 3. The BRHA is a Tax-Exempt Entity. However, the Board of Commissioners and me, along with HUD, believes in honoring "good faith" agreements with the City to establish and ensure a successful partnership with all stakeholders.

Thank you,

Traver Aiken  
Executive Director

# REQUIREMENTS FOR COMPLETING APPLICATION FOR REZONING CITY OF BLUE RIDGE, GEORGIA

The following items are required for submitting an application for rezoning:

1. **Original** notarized signatures of titleholder(s) and representative(s).
2. If the titleholder(s) is a domestic or foreign corporation, then the following documentation shall also be required:
  - (a) A notarized statement under oath that the individual signing on behalf of the corporation is duly authorized to execute the rezoning application on behalf of the corporation and that the execution of this specific rezoning application has been duly authorized;
  - (b) That any officer of the corporation executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute such document on behalf of the corporation, and that the signature of such officer subscribed thereto is genuine; and
  - (c) That the execution of the document on behalf of the corporation has been duly authorized.
3. A copy of the warranty deed that reflects the current owner(s) of the property. Security deeds are not acceptable.
4. A current legal description of the subject property. If the application consists of several tracts, a legal description of each tract is required. A separate legal description of each zoning classification is also required, as well as an overall description of all tracts and/or classifications combined. No legal description should include more property than what has been requested for rezoning.
5. A copy of the paid tax receipt for the subject property. Properties with delinquent taxes may be withdrawn by Staff and/or delayed or denied by the City Council.
6. (a) A copy of current site plan and current boundary survey drawn to scale by a **registered engineer, architect, land planner, or land surveyor** currently registered in accordance with applicable state laws. (**Plans must be stamped**). These plans must include: (a) north arrow; b) land lot lines; c) district lines; d) lot lines; e) angles; f) bearing and distances; g) adjoining street with right-of-way (present and proposed); h) paving widths; i) the exact size and location of all buildings along with intended use; j) buffer areas; k) parking spaces; l) lakes and streams; m) utility easements; n) limits of the 100-year flood plain and acreage of flood plain; o) cemeteries; p) wetlands; q) access points; and r) stream buffers.  
(b) Provide proposed site plan based on the requested rezoning.

**NOTE: Three (3) drawings shall be no larger than 36" x 48" and two (2) copies must be 8½" x 11".**

7. Zoning Application Disclosure forms attached hereto **must** be completed.
8. Every application for rezoning involving a request for a non-residential zoning district shall include a complete written, documented analysis of the impact of the proposed rezoning with respect to each of the following matters:
  - (a) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
  - (b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
  - (c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
  - (d) 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, or schools;
  - (e) Whether the zoning proposal is in conformity with the policy and intent of the land use plan; and
  - (f) 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.
9. Applicant, or representative for applicant, **must** attend the Zoning Hearings. Failure to attend may result in dismissal with prejudice, rejection of the application or continuance of the hearing at the City Council's sole discretion.
10. Application fee for rezoning. The fees are \$750 for every rezoning requesting a residential category and \$750 for every rezoning application seeking a commercial zoning. If the rezoning request exceeds ten (10) acres, the application fee shall be \$1,000 and shall increase by \$50 per acre to a maximum charge of \$2,500. Make all checks payable to "City of Blue Ridge".
11. Signs will be posted on or near the right-of-way of the nearest public street thirty (30) days before the public hearing. The zoning sign will be posted for every 500 feet of public road frontage. The rezoning fee includes the cost for one sign. To the extent a parcel or property has more than 500' of road frontage an additional sign will be required and each additional sign will be \$35 each. While City Staff will post the signs initially, it is the applicant's sole responsibility to maintain the signs continuously and failure to do so may prohibit consideration of the application at any scheduled public hearing. It is the responsibility of the applicant to ensure that signs remain posted throughout the advertising period, **including the day of the public hearings and to remain posted until the final decision by the City Council.**
12. Summary of Intent attached hereto **must** be completed.

# Application for Rezoning City of Blue Ridge, Georgia

Application No. \_\_\_\_\_

PC Hearing Date: \_\_\_\_\_

City Council Hearing Date: \_\_\_\_\_

Applicant The Housing Authority of the City of Blue Ridge Phone# 706-632-5742  
(applicant's name printed)

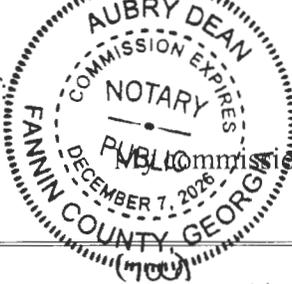
Address 30 Ouida St. Bldg. G1 Blue Ridge, GA. 30513 E-mail traver@blueridgeha.org

Traver Aiken Address 30 Ouida St. Bldg. G1 Blue Ridge, GA. 30513  
(representative's name, printed)

Traver Aiken Phone# 706-632-5742 E-mail traver@blueridgeha.org  
(representative's signature)

Signed, sealed and delivered in presence of:

Aubry Dean  
Notary Public



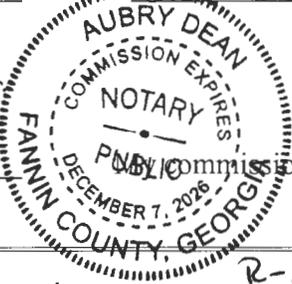
Public Commission expires: December 7, 2026

Titleholder The Housing Authority of the City of Blue Ridge Phone# 632-5742 E-mail traver@blueridgeha.org  
(titleholder's name, printed)

Signature Traver Aiken Address 30 Ouida St. Bldg. G1 Blue Ridge, GA. 30513  
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

Aubry Dean  
Notary Public



Public Commission expires: December 7, 2026

Zoning Request From R-2 Medium density residential to R-3 High density residential  
(present zoning) (proposed zoning)

For the Purpose of Affordable Housing Size of Tract 4.10 Acre(s)  
(subdivision, restaurant, warehouse, apt., etc.)

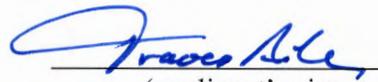
Location 82 Ashe St. - 318 Boardtown Rd. (11) separate addresses  
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 315 District(s) 8th

We have investigated the site as to the existence of archeological and/or architectural landmarks. I hereby certify that there are/are no such assets. If any exist, provide documentation with this application.

  
\_\_\_\_\_ (applicant's signature)

We have investigated the site as to the existence of any cemetery located on the above property. I hereby certify that there is/is not such a cemetery. If any exist, provide documentation with this application.

  
\_\_\_\_\_ (applicant's signature)

Application No. \_\_\_\_\_

## Summary of Intent for Rezoning

### Part 1. Residential Rezoning Information (attach additional information if needed)

- (a) Proposed unit square-footage(s): N/A at this time of request.
- (b) Proposed building architecture: N/A at this time of request.
- (c) List all requested variances: N/A at this time of request.

### Part 2. Non-residential Rezoning Information (attach additional information if needed)

- (a) Proposed use(s): N/A
- (b) Proposed building architecture: \_\_\_\_\_
- (c) Proposed hours/days of operation: \_\_\_\_\_
- (d) List all requested variances: \_\_\_\_\_

### Part 3. Other Pertinent Information (List or attach additional information if needed)

We are seeking potential unit sizes that meet minimum requirements that are in accordance with approved local regulation having jurisdiction.

Part 4. Is any of the property included on the proposed site plan owned by the Local, State, or Federal Government? (Please list all Right-of-Ways, Government owned lots, City owned parcels and/or remnants, etc., and attach a plat clearly showing where these properties are located).

The current site is owned and operated by the Housing Authority of the City of Blue Ridge, a "quasi", Federal Entity and is tax-exempt regulated by HUD. Applicable Lots 315.

**CAMPAIGN DISCLOSURE REPORT<sup>3</sup> BY APPLICANT<sup>4</sup>  
OR PERSON SPEAKING IN OPPOSITION**

**(A separate form must be completed by each applicant or person speaking in opposition<sup>5</sup>)**

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of Blue Ridge City Council or Blue Ridge Planning Commission who will consider the application?

No

If so, the applicant and the attorney representing the applicant must file a disclosure report with the City Council of the City of Blue Ridge within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the City Council or Planning Commission to whom the campaign contribution or gift was made: N/A

The dollar amount of each campaign contribution made by the applicant to the member(s) of the City Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: N/A

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the City Council or Planning Commission during the two (2) years immediately preceding the filing of this application: \_\_\_\_\_

N/A

I certify that the foregoing information is true and correct, this 28 day of July, 2023

  
Applicant's Signature

<sup>3</sup> If the answer to any of the above is "Yes," then the member of the City Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council for the City of Blue Ridge, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

<sup>4</sup> Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

<sup>5</sup> Any person wishing to speak in opposition to a rezoning application must also file a Campaign Disclosure Report.

**PROPERTY/FINANCIAL DISCLOSURE REPORT<sup>1</sup> BY APPLICANT<sup>2</sup>**  
**(A separate form must be completed by each applicant)**

Does any member of the Blue Ridge City Council or Blue Ridge Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? No

If so, describe the nature and extent of such interest: \_\_\_\_\_

Does any member of the Blue Ridge City Council or Blue Ridge Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No

If so, describe the nature and extent of such interest: \_\_\_\_\_

Does any member of the Blue Ridge City Council or Blue Ridge Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? No

If so, describe the relationship and the nature and extent of such interest: \_\_\_\_\_

I certify that the foregoing information is true and correct, this 28 day of July, 2023.



Applicant's Signature

<sup>1</sup>If the answer to any of the above is "Yes," then the member of the Blue Ridge City Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council for the City of Blue Ridge, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

<sup>2</sup>Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action.

**AFFIDAVIT IN SUPPORT OF REZONING APPLICATION  
OF THE BLUE RIDGE HOUSING AUTHORITY**

**Affidavit of Traver Aiken**

STATE OF GEORGIA,

COUNTY OF FANNIN.

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, Traver Aiken, who states under oath as follows:

**1.**

My name is Traver Aiken. I am more than eighteen (18) years of age and authorized to make this affidavit based upon my own personal knowledge and information.

**2.**

I am the duly appointed Executive Director of the Blue Ridge House Authority. As the Executive Director of the Blue Ridge Housing Authority, I handle the day-to-day operations of the Blue Ridge Housing Authority including management of the housing complexes, the handling of administrative tasks required to operate the housing complexes of the Blue Ridge Housing Authority, attend the public meetings of the Board of the Blue Ridge Housing Authority, and serve as Secretary to the Board regarding the preparation and maintenance of the official minutes of the Board meetings of the Board of the Blue Ridge Housing Authority.

**3.**

On Thursday, July 20, 2023, the Board of the Blue Ridge Housing Authority met for its regularly scheduled meeting for July 2023, and after proper posting and notice regarding the public meeting. In the July 20, 2023 meeting, the Board passed a motion that was approved unanimously by all members of the Board, and which authorized the administrative agents of the Board, including myself and the Board Attorney, to take all actions necessary to rezone all properties of the Board to Multi-family Residential District (R-3) under the City of Blue Ridge Zoning Ordinance. As the Secretary of the Board for the meeting, I have prepared official minutes of the meeting, and with those official minutes attached to this Affidavit, and which are incorporated into this Affidavit. The official minutes will be formally approved by the Board

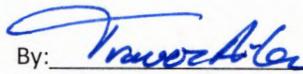


in the next Board meeting, but based upon my personal knowledge, the proposed minutes accurately reflect the Board's authorization to rezone any Board properties that are not R-3, to be rezoned to R-3, and have authorized administrative staff and the Board Attorney to take the actions necessary to achieve the rezoning, and have authorized the filing of a rezoning application on behalf of the Blue Ridge Housing Authority with the City of Blue Ridge, Georgia.

4.

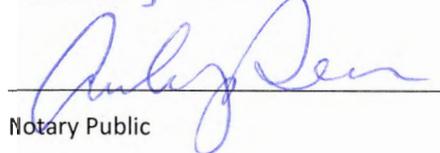
Based upon this approved Board action as identified hereinabove, as the Executive Director of the Blue Ridge Housing Authority, I have been duly authorized to execute the rezoning application on behalf of the Blue Ridge Housing Authority and that the specific rezoning application of the Board as to which this Affidavit is a part of, has been duly authorized by the Board. I further certify and state that as the Executive Director, I do in fact occupy this official position, and have been authorized to sign the rezoning application on behalf of the Blue Ridge Housing Authority and that my signature on the rezoning application is genuine. Further, as stated herein, the execution of the rezoning application on behalf of the Board, by myself as Executive Director, was duly authorized by the Board of the Blue Ridge Housing Authority in the July 20, 2023 public meeting of the Board.

Further, affiant sayeth not.

By:  (SEAL)

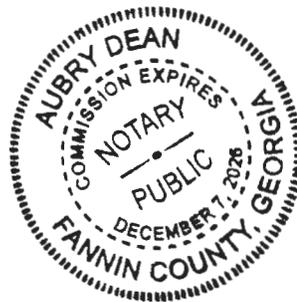
Traver Aiken  
Executive Director of the  
Blue Ridge Housing Authority

Sworn to and subscribed  
before me this 28 day  
of July, 2023.

  
Notary Public

My Commission Expires:

[Affix Notary Seal]



**MINUTES  
Of a  
BOARD MEETING**

for  
The Housing Authority of the City of Blue Ridge, Georgia  
**July 20, 2023**

Chairperson Thompson noted, this is a regular monthly Board Meeting. The first item on the agenda was to call the meeting to order; a Board Meeting, with the Board of Commissioners of the Housing Authority of the City of Blue Ridge was held at 3:00 p.m. EDT on July 20, 2023, in the community room at the offices of the Authority located at 30 Ouida St. in Blue Ridge, Georgia.

- I. **The meeting was called to order by Chairperson Thompson at 3:01 pm. BRHA Attorney, David Syfan, was in attendance for this board meeting.**

\*Mayor Haight certified and appointed new board member, Laura Ray, on June 27, 2023. Laura Ray appointment replaces James Yacavone's as Vice Chair Board Member.

**Roll Call –**

**Commissioners present were as follows:**

Teresa Skinner – Resident Board Member  
Ginger Rogers – Board Member  
Donna Thompson – Board Chair  
Grant Fitts – Board Member  
Laura Ray – Vice Board chair

**Commissioners not present were as follows:**

None

**"Ayes":**

Teresa Skinner  
Ginger Rogers  
Donna Thompson  
Grant Fitts  
Laura Ray

**"Nays":** None

- II. **Welcome new BRHA Board Member, Laura Ray who has replaced James Yacavone –**  
a. **Executed Certification from the Mayor replaces James Yacavone as BRHA Board member. New Board Member material previously provided to Laura Ray.**
- III. **Approval of 7-20-2023 Board Agenda.**  
**Motion made to approve agenda.**  
**Motion – Ginger Rogers; Second – Teresa Skinner. Approved – Unanimous**
- IV. **Approval of 6-15-2023 Board Minutes.**  
**Motion made to approve minutes for 6-15-23.**  
**Motion – Ginger Rogers; Second – Teresa Skinner; Third - Grant Fitts. Approved – Laura Ray abstained due to being new member.**
- V. **Discussion – Development, capital improvements during turnarounds, costs and abilities to do in-house.**  
a. RFP and RFQ – review a draft for each.

- b. Review Capital Improvement Log History of all apartments and discuss ideas and logistics. Any potential funding opportunities – DCA, USDA, Hud, etc....
- c. What are our development possibilities? Which existing site locations to redevelop and do any potential capital upgrades?

Motion made to **approve submitting a Rezoning application for Lot 315 from R-2 to R-3 to match all current zoning for all BRHA properties.**

Motion – Ginger Rogers; Second – Grant Fitts. Approved – Unanimous

**VI. Discussion of All previous PILOT Payments to the City of Blue Ridge.**

- a. City Administrator emails and the BRHA history of PILOT payments and cooperation agreement

**No Action taken.**

**VII. Discussion - BRHA HUD and general resident related news.**

July 2023 Newsletter

**No Action Taken**

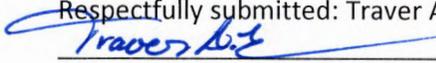
**VIII. Public Comment – No Public comments**

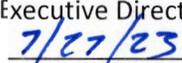
**IX. Adjourn to Executive Session – No Executive Session**

**X. Adjourn Meeting - Meeting was adjourned.**

Motion – Grant Fitts, Second – Ginger Rogers. Approved – Unanimous – 4:26 pm

Respectfully submitted: Traver Aiken – Executive Director/Secretary

  
 \_\_\_\_\_  
 Traver Aiken – Secretary

  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Donna Thompson -Chairperson

\_\_\_\_\_  
 Date

Or

\_\_\_\_\_  
 Laura Ray - Vice-Chairperson

\_\_\_\_\_  
 Date

Warranty D'd From  
Courtcase

7/28/23

STATE OF GEORGIA FANNIN COUNTY  
THIS INDENTURE, Made this 17th day of November, in the year of our lord one thousand nine hundred and Fifty Nine between J. W. McKinney of the first part, and Jack E. Jones of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar (\$1.00) And other valuables Dollars, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presence bargain sell, remise, release and forever quit claim to the said party of the second part his heirs and assigns, all the right, title, interest, claim or demand which the party of the first part has or may have had in and to All that tract or parcel of land situated lying and being in the 8th District and 2nd Section of Fannin County, Georgia, and in the City of Blue Ridge, recorded in Plat Book No. 1 page 63, and being part of the Old Mary P. Willingham property described as follows:

Commencing at a nail and cap located in paving at intersection of center line of Boardtown Road and the Western right of way of Old Highway thru the center of town; and running thence S 14 Deg. 34' E along the Western side of said Highway a distance of 18.16 feet to point of Beginning; thence S. 14 deg 34' E along the Western right of way of old State Highway a distance of 50.00 feet to a point located at the intersection of said State Highway and a gravel road; thence S. 30 deg. 08' W. 155.59 feet to a point; thence S. 36 Deg. 22' W. 124.65 feet to a point; thence S. 25 Deg. 05' W. 86.0 feet to a point; thence S. 44 Deg. 20' W. 67.6 feet to an iron pin; thence N. 67 deg. 33' W 365.82 feet to an iron pin; thence N. 23 deg. 50' E 370.3 feet. to a point located on South side of Boardtown road; thence N. 87 deg. 01' E. 128.82 feet along the Southern side of Boardtown Road to a point; thence S. 83 deg. 07' E. 130.15 feet to a point; thence S. 68 deg. 40' E 164.93 feet to the point of beginning of the tract of land herein described.

Said tract or parcel of land owned at present by Jack (J.E.) Jones and containing 4.095 acres as surveyed and described by J. E. Baskin, Georgia Registered Surveyor No. 98 for the Housing Authority of the City of Blue Ridge, Georgia, with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD The said described premises unto the said party of the second part his heirs and assigns, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under him shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, THE Said party of the first part has hereunto set his hand and affixed his seal the day and year above written.  
Signed, sealed and delivered in presence of

Elizabeth Kincaid  
R. K. Bailew NP(SEAL)  
Notary Public, Fannin County, Georgia

J. W. McKinney (SEAL)

Recorded this the 19th day of November, 1959.

*[Signature]* CLERK

6.05

STATE OF GEORGIA  
COUNTY OF FANNIN

WARRANTY DEED

THIS INDENTURE, Made this 17th day of November, in the Year of Our Lord one Thousand Nine Hundred and fifty nine between Jack E. Jones of the State of Georgia and County of Fannin of the first part, and the Housing Authority of the city of Blue Ridge, a corporation created by an Act of the State Legislature of Georgia, with principal office in the City of Blue Ridge, Fannin County, Georgia, its successors and assigns, of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Five Thousand Four Hundred (\$5,400.00) Dollars in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all that tract or parcel of land situated, lying and being in the 8th District and 2nd Section of Fannin County, Georgia in the City of Blue Ridge, Recorded in Plat Book No 1. page 63, And being a part of the Old Mary P. Willingham property described as follows:

Commencing at a nail and cap located in paving at intersection of Center line of Boardtown road and the Western right of way of Old Highway through the center of town Thence running S. 14 deg. 34' E. Along the Western side of said highway a distance of 18.16 feet to Point of Beginning; thence S. 14 Deg. 34' E along the Western right of way of old State Highway a distance of 50.00 feet to a point located at the intersection of said State highway and gravel road; thence S. 30 Deg. 08' W. 155.59 feet to a point; thence S. 36 deg. 22' W 124.65 feet to a point; thence S. 25 Deg. 05' W. 86.0 feet to a point; thence S. 44 deg. 20' W 67.6 feet to an iron pin; thence N. 67 Deg. 33' W. 365.82 feet to an iron pin; thence N. 23 deg. 50' . 370.3 feet to a point located on South side of Boardtown road; thence N. 87 Deg. 01' E 128.82 feet along the Southern side of Boardtown Road to a point; thence S. 83 Deg. 07' E. 130.15 feet to a point; thence S. 68 deg. 40' E. 164. 93 Feet to the point of beginning of the tract of land herein described.

Said tract of parcel of land owned at present by Jack E. (J.E) Jones and containing 4.095 acres as surveyed and described by J. P. Baskin Georgia Registered Surveyor No. 98, for the Housing Authority of the City of Blue Ridge, Georgia.

Said property being that conveyed to Grantor by warranty deeds of A.R. Royal dated February 20, 1956, and January 29, 1957, of record in Book 25, page 267, and Book 26, page 562. Respectively Clerks Office, Superior Court of Fannin County Georgia.

Being also that property conveyed by Herbert and Pearl Allen to A. R. Royal by warranty deed dated November 30, 1953, of record in Book 23, page 285, Clerks Office, Superior Court of Fannin County, Georgia.

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

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

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

*Continued on next page*



Issuing Agent: Wright W. Smith  
Issuing Office: Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP  
ALTA® Universal ID: 1148479

**SCHEDULE A**

1. Commitment Date: July 20, 2019
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy w/ GA Modifications  
Proposed Insured:  
Proposed Policy Amount: \$
  - (b) 2006 ALTA® Loan Policy w/ GA Modifications  
Proposed Insured: TBD, its successors and/or assigns, as their interests may appear  
Proposed Policy Amount: \$TBD
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Housing Authority of the City of Blue Ridge , Georgia
5. The Land is described as follows: See Exhibit A attached hereto and made a part hereof

**COMMONWEALTH LAND TITLE INSURANCE COMPANY**

By:   
Wright W. Smith  
Authorized Signatory

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

81C165B10

ALTA Commitment for Title Insurance 8-1-16 w- GA Mod

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## SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to-wit:
  - a. Deed from Housing Authority of the Housing Authority of the City of Blue Ridge, Georgia to TBD conveying subject property, must be executed and filed for record.
  - b. Security Deed from TBD to TBD conveying subject property, must be executed and filed for record.
5. If any party to the transaction is an artificial person, proof satisfactory to the Company that it is legally formed, in existence and in good standing, that the transaction has been duly authorized and that the persons who will execute the documents have been authorized to do so.
6. Payment of all taxes and assessments assessed against the Land which are due and payable.
7. Payment of all charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Land is located has a lien.
8. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Exceptions set forth on Schedule B, Part II:
  - a. As to Exception Numbers 3 and 4: Receipt of a current accurate survey and surveyor's inspection report on the Land.
  - b. As to Exception Number 5: Receipt of satisfactory proof in affidavit form establishing who is in possession of Subject Property, and under what right.

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**81C165B10**

**ALTA Commitment for Title Insurance 8-1-16 w- GA Mod**

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**SCHEDULE B, PART I**  
**Requirements**  
**(continued)**

- c. As to Exception Number 6: (i) Satisfactory proof that improvements and/or repairs or alterations to the Land are completed; that contractors, subcontractors, laborers and materialmen are paid in full at the agreed price or (ii) if the loan is a construction loan, satisfactory proof that no work has begun, no materials delivered, no tools or equipment furnished and no services rendered on or with respect to the Land.
  
- d. As to Exception Numbers 2 and 7: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of Subject Property as of the date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against Subject Property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.

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**ALTA Commitment for Title Insurance 8-1-16 w- GA Mod**

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## SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. All taxes for the year 2019 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements, not shown by the public records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. This policy does not insure the exact amount of acreage contained within the Land.
9. Declaration of Trust dated February 10, 1960 and recorded in Deed Book MTG, Page 313 in the Office of the Clerk of Superior Court Fannin County, Georgia (Tract One being Parcel No. 1 on said instrument.
10. Declaration of Trust, dated January 31, 1992 and recorded in Deed Book 181, Page 249 in the Office of the Clerk of Superior Court Fannin County, Georgia. (Tract One being Parcel No. 1 on said instrument.

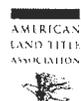
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**EXHIBIT A**

**Tract One:** All that tract or parcel of land, situated, lying and being in the 8th District and 2nd Section of Fannin County, Georgia, and in the City of Blue Ridge, recorded in Plat Book No. 1, Page 63, and being a part of the old Mary Willingham property, described as follows:

Commencing at a nail and cap located in paving at intersection of centerline, of Boardtown Road and the Western right-of-way of old Highway No. 76 through the center of town, also known as East Main Street; and running thence South 14 degrees 34 minutes East along the Western side of said Highway a distance of 18.16 feet to POINT OF BEGINNING; thence South 14 degrees 34 minutes East along the Western right-of-way of old State Highway a distance of 50.00 feet to a point located at the intersection of said State Highway and a gravel road locally known as Victor Avenue; thence South 30 degrees 08 minutes West 155.59 feet to a point; thence South 36 degrees 22 minutes West 124.65 feet to a point; thence South 25 degrees 05 minutes West 86.0 feet to a point; thence South 44 degrees 20 minutes West 67.6 feet to an iron pin; thence North 67 degrees 33 minutes West 365.82 feet to an iron pin; thence North 23 degrees 50 minutes East 370.3 feet to a point located on South side of Boardtown Road; thence North 87 degrees 01 minute East 128.82 feet along the Southern side of Boardtown Road to a point; thence South 83 degrees 07 minutes East 130.15 feet to a point; thence South 68 degrees 40 minutes East 164.93 feet to the POINT OF BEGINNING of the tract of land herein described. Said tract or parcel of land formerly owned Jack Jones and containing 4.095 acres, or 178,378 square feet.

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**81C165B10**

**ALTA Commitment for Title Insurance 8-1-16 w- GA Mod**

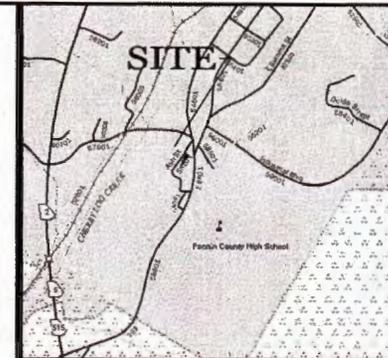
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**GENERAL NOTES**

1. THIS SURVEY IS A RETRACEMENT SURVEY OF AN EXISTING PLATTED LOT. THE FIELDWORK FOR THIS SURVEY WAS COMPLETED ON 09/13/2019. REFERENCE FOR THIS SURVEY SHOULD BE MADE TO A PLAT BY J.P. BASKIN & ASSOCIATES DATED DECEMBER 9TH, 1953.  
 2. THE BEARING STRUCTURE FOR THIS SURVEY IS BASED ON MONUMENTS FOUND IN THE FIELD AT THE TIME OF THIS SURVEY AND TIED INTO THE NATIONAL GEODETIC SURVEY AND EOP'S SOLUTIONS CONTINUALLY OPERATING REFERENCE SYSTEM BY USE OF TRIMBLE GPS EQUIPMENT.  
 3. THIS PROPERTY DOES NOT LIE WITHIN A FLOOD PRONE AREA BUT LIES WITHIN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE OF FLOOD) AS PER F.I.R.M. COMMUNITY PANEL NO. 1311100177E, FANNIN COUNTY, GEORGIA. EFFECTIVE DATE 09/17/2010.  
 4. THE PUBLIC RECORDS SHOWN HEREON REFLECTS THOSE RECORDS NECESSARY TO ESTABLISH THE BOUNDARIES SHOWN HEREON AND REFERENCE TO THE SAME DOES NOT AND IS NOT INTENDED TO CONSTITUTE A TITLE SEARCH OR TITLE OPINION. THIS SURVEY REFLECTS ONLY THOSE MATTERS OF TITLE OF RECORD FURNISHED TO THE SURVEYOR AT THIS TIME.

5. PURSUANT TO RULE 180-6.09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS, THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.  
 6. THE FIRM OF HAYES, JAMES AND ASSOCIATES, INC. DOES NOT CERTIFY TO THE ACCURACY OR THE LOCATION OF ANY UNDERGROUND UTILITIES EITHER SHOWN OR NOT SHOWN HEREON. CONTACT THE UTILITIES PROTECTION CENTER AT 1-800-282-7411 PRIOR TO ANY CONSTRUCTION.  
 7. THIS PLAT WAS PREPARED AND CERTIFIED FOR THE INDIVIDUAL, INDIVIDUALS OR GROUP LISTED ON THIS DOCUMENT. THE CERTIFICATION DOES NOT EXTEND TO OTHER INDIVIDUALS OR GROUPS WITHOUT RECERTIFICATION BY THE SURVEYOR OF RECORD LISTING NEW OR ADDITIONAL INDIVIDUALS OR GROUPS.  
 8. CERTIFICATION DOES NOT EXTEND TO MATTERS OF TITLE, DEEDS AND PLATS REFERENCED HEREON WERE USED AS EVIDENCE OF PROPERTY LINE LOCATIONS. THESE REFERENCED INSTRUMENTS DO NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION.  
 9. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 146,327 FEET.  
 10. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN UNADJUSTED CLOSURE OF ONE FOOT IN 11,528 FEET. THE UNADJUSTED ANGULAR ERROR OF 12 SECONDS. THIS SURVEY WAS ADJUSTED USING A LEAST SQUARES ADJUSTMENT.



**LOCATION MAP**  
 NOT TO SCALE  
**AS-SURVEYED LEGAL DESCRIPTION: OVER ALL**  
 DESCRIPTION OF

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 315 OF THE 8TH DISTRICT, 2ND SECTION, CITY OF BLUE RIDGE, FANNIN COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET ON THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY OF BOARDTOWN ROAD (60' RIGHT OF WAY) AND WESTERN RIGHT OF WAY OF EAST MAIN STREET (60' RIGHT OF WAY), THENCE ALONG THE WESTERN RIGHT OF WAY OF EAST MAIN STREET SOUTH 14 DEGREES 34 MINUTES 00 SECONDS EAST A DISTANCE OF 47.31 FEET TO A NAIL SET ON THE INTERSECTION OF THE WESTERN RIGHT OF WAY OF EAST MAIN STREET AND THE WESTERN RIGHT OF WAY OF ASH STREET (20' RIGHT OF WAY); THENCE ALONG THE WESTERN RIGHT OF WAY ASH STREET THE FOLLOWING CALLS: SOUTH 30 DEGREES 26 MINUTES 45 SECONDS WEST A DISTANCE OF 13.74 FEET TO A POINT; THENCE SOUTH 32 DEGREES 32 MINUTES 24 SECONDS WEST A DISTANCE OF 65.85 FEET TO A POINT; THENCE SOUTH 33 DEGREES 25 MINUTES 19 SECONDS WEST A DISTANCE OF 73.08 FEET TO A POINT; THENCE SOUTH 32 DEGREES 45 MINUTES 01 SECONDS WEST A DISTANCE OF 100.43 FEET TO A POINT; THENCE SOUTH 34 DEGREES 14 MINUTES 03 SECONDS WEST A DISTANCE OF 49.14 FEET TO A POINT; THENCE SOUTH 38 DEGREES 44 MINUTES 52 SECONDS WEST A DISTANCE OF 2.72 FEET TO A NAIL SET; THENCE AFOREMENTIONED RIGHT OF WAY ALONG THE PROPERTY NOW AND FORMERLY OWNED BY GREENE (DB 593, PAGE 488) NORTH 67 DEGREES 33 MINUTES 00 SECONDS WEST A DISTANCE OF 367.36 FEET TO A CONCRETE MONUMENT FOUND; THENCE ALONG THE PROPERTY NOW AND FORMERLY OWNED BY WLP PROPERTIES LLC (DB 1089, PAGE 154) NORTH 23 DEGREES 50 MINUTES 00 SECONDS EAST A DISTANCE OF 393.74 FEET TO A HALF INCH REBAR ON THE SOUTHERN RIGHT OF WAY OF BOARDTOWN ROAD; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1600.15 FEET AND AN ARC LENGTH OF 297.20 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 80 DEGREES 56 MINUTES 59 SECONDS EAST AND A CHORD DISTANCE OF 296.78 FEET TO AN IRON PIN SET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 1321.76 FEET AND AN ARC LENGTH OF 119.10 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 67 DEGREES 09 MINUTES 48 SECONDS EAST AND A CHORD DISTANCE OF 119.06 FEET TO AN IRON PIN SET, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING.

**Hayes James**  
 ENGINEERS, PLANNERS & SURVEYORS  
 3830 EAST FIRST STREET  
 SUITE 1  
 BLUE RIDGE, GEORGIA 30513  
 TEL: (706) 632-4981  
 FAX: (706) 632-4982  
 CERTIFICATE OF AUTHORIZATION:  
 NO. LSF000255

ALTA/NSPS LAND TITLE SURVEY  
 FOR  
 BLUE RIDGE HOUSING  
 AUTHORITY  
 &  
 COMMONWEALTH LAND  
 TITLE INSURANCE

**PROJECT LOCATION**  
 Land Lot(s): 315  
 District: 8th  
 Section: 2nd  
 County: Fannin  
 State: Georgia



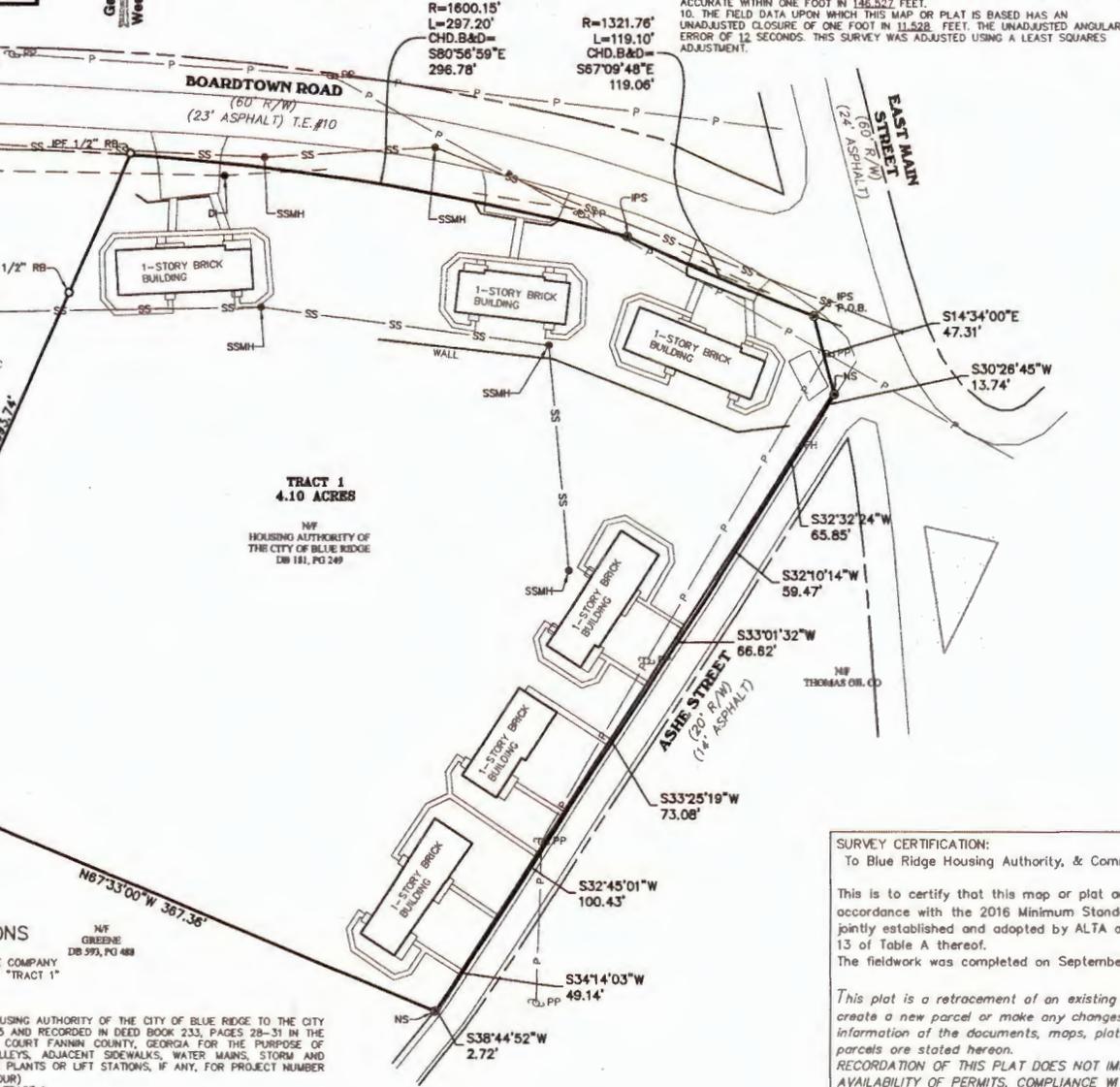
Project No. 19-601-BS  
 Drawn By: BWH  
 Checked By: BWH  
 Date: 11/07/2019  
 Scale: 1" = 50'

NO.	REVISIONS	DATE	BY	APPR.

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 Sheet Number **1 of 1**

**LEGEND**

- IPF = IRON PIN FOUND
- IPS = IRON PIN SET
- CMF = CONCRETE MONUMENT FOUND
- RB = REBAR
- PCF = PROPERTY CORNER FOUND
- PCS = PROPERTY CORNER SET
- R/W = RIGHT OF WAY
- PB = PLAT BOOK
- DB = DEED BOOK
- PG = PAGE
- P.O.B. = POINT OF BEGINNING
- N/O = NOW OR FORMERLY
- PP = POWER POLE
- PO = POLE
- PL = POWER LINE
- SS = SANITARY SEWER LINE
- DI = DROP INLET
- JB = JUNCTION BOX
- BK = BACK FROM CORNER
- T.C.# = TITLE COMMITMENT EXCEPTION NUMBER
- CMP = CORRUGATED METAL PIPE
- RCP = REINFORCED CONCRETE PIPE



NF WLP PROPERTIES LLC  
 DB 1089, PG 154  
 RB 633, PG 7

TRACT 1  
 4.10 ACRES  
 NF HOUSING AUTHORITY OF THE CITY OF BLUE RIDGE  
 DB 181, PG 249

**SURVEY CERTIFICATION:**  
 To Blue Ridge Housing Authority, & Commonwealth Land Title Insurance Company :

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and included Items 1, 2, 3, 4, 6, 8-11a, and 13 of Table A thereof.  
 The fieldwork was completed on September 13, 2019.

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon.  
 RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

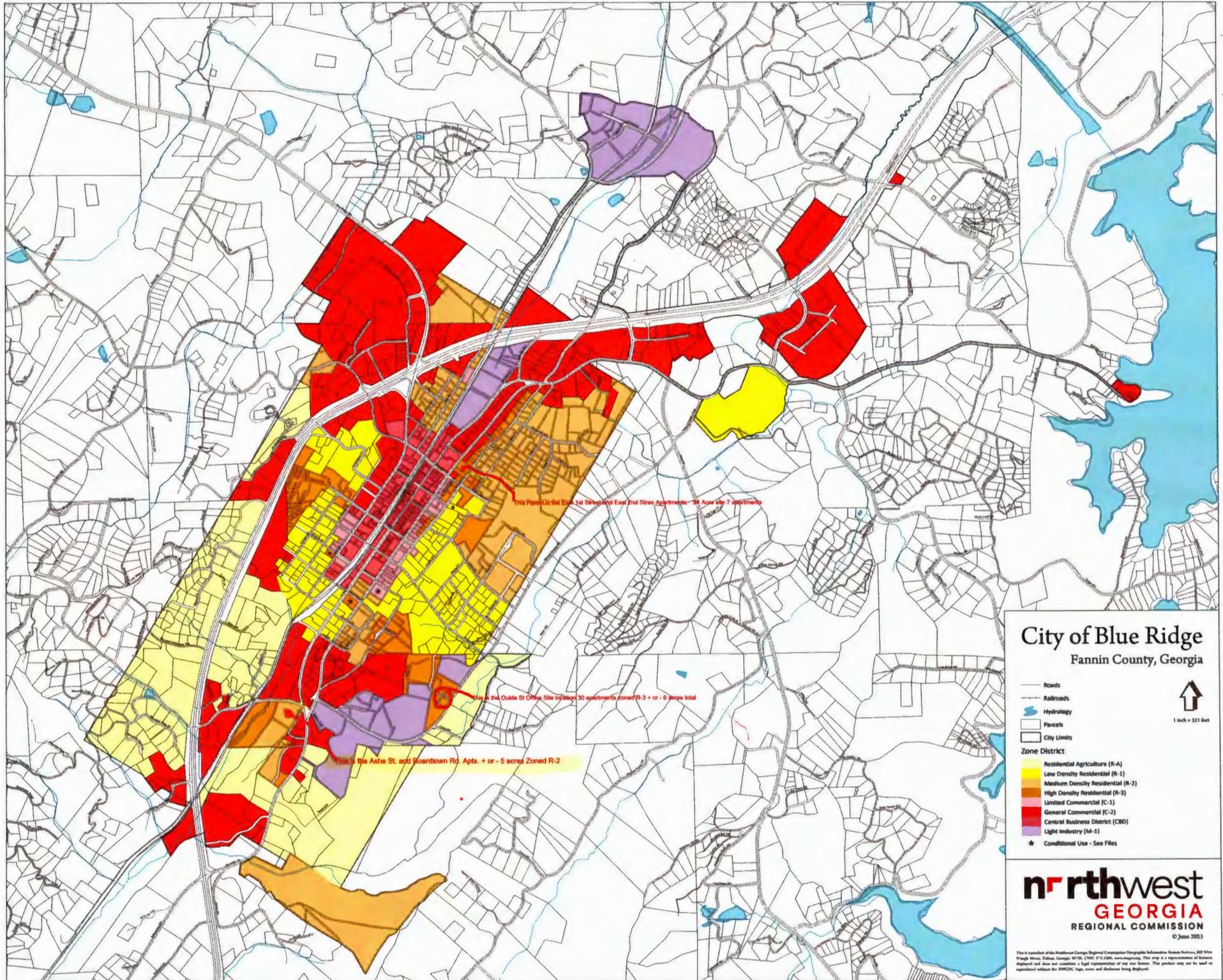
*Raw*  
 Georgia Land Surveyor No. 2951



**TITLE EXCEPTIONS**

- COMMONWEALTH LAND TITLE INSURANCE COMPANY  
 SCHEDULE B, PART II (b) to Exhibit "A" TRACT 1  
 COMMITMENT NUMBER: 1148479  
 COMMITMENT DATE: OCTOBER 1, 2019
8. DEED OF DEDICATION BY THE HOUSING AUTHORITY OF THE CITY OF BLUE RIDGE TO THE CITY OF BLUE RIDGE DATED AUGUST 8, 1995 AND RECORDED IN DEED BOOK 233, PAGES 28-31 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT FANNIN COUNTY, GEORGIA FOR THE PURPOSE OF DEDICATING THE STREETS, ROADS, ALLEYS, ADJACENT SIDEWALKS, WATER MAINS, STORM AND SANITARY SEWER MAINS AND PACKAGE PLANTS OR LIFT STATIONS, IF ANY, FOR PROJECT NUMBER GA-20-2002. (TRACTS THREE AND FOUR)  
 COMMENT: DOES NOT AFFECT SUBJECT TRACT 1.
9. ELECTRIC LINE RIGHT OF WAY EASEMENT FROM HOUSING AUTHORITY OF THE CITY OF BLUE RIDGE TO TRI-STATE ELECTRIC MEMB. CORP., DATED NOVEMBER 19, 1982 AND RECORDED IN DEED BOOK 80, PAGE 159 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT FANNIN COUNTY, GEORGIA.  
 COMMENT: DOES NOT AFFECT SUBJECT TRACT 1.
10. RIGHT OF WAY DATED FEBRUARY 17, 1985 AND RECORDED IN DEED BOOK 32, PAGE 526 IN THE OFFICE OF THE CLERK OF SUPERIOR COURT FANNIN COUNTY, GEORGIA. (LOCATION UNKNOWN)  
 COMMENT: DOES AFFECT SUBJECT TRACT 1, APPEARS TO BE RIGHT OF WAY OF BOARDTOWN ROAD. SURVEYOR UNABLE TO DETERMINE EXACT AFFECT, DUE TO MAP OR PLAT REFERRED TO IN RECORD NOT FOUND OR PROVIDED.

11/7/2019 3:05:07 PM  
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 11-7-19



## City of Blue Ridge Fannin County, Georgia

- Roads
- Railroads
- Hydrology
- Parcels
- City Limits



1 inch = 511 feet

- Zone District**
- Residential Agriculture (R-A)
  - Low Density Residential (R-1)
  - Medium Density Residential (R-2)
  - High Density Residential (R-3)
  - Limited Commercial (C-1)
  - General Commercial (C-2)
  - Central Business District (CBD)
  - Light Industry (M-1)
- ★ Conditional Use - See Files

**northwest**  
**GEORGIA**  
REGIONAL COMMISSION  
© June 2003

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Department of the Treasury  
Internal Revenue Service

*7/27/23*

*Tax Exempt Entity  
see attached Cooperation Agreement*

07472087 L

Date of This Notice

If you inquire about your account, please refer to this number or attach a copy of this notice

07-03-84  
Employer Identification Number  
**58-1572359**

HOUSING AUTHORITY OF THE CITY OF  
BLUE RIDGE  
INDUSTRIAL BLVD  
PO BOX 88  
BLUE RIDGE GA 30513

#### NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your Form SS-4, Application for Employer Identification Number. The number assigned to you is shown above. This number will be used to identify your business account and related tax returns and documents, even if you do not have employees.

Please keep a copy of this number in your permanent records. Use this number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number on all tax payments and tax-related correspondence or documents.

If your business is a partnership which must obtain prior approval for its tax year, the tax year you entered in Block 3 of your Form SS-4 does not establish a tax year. For guidance in determining if you must request prior approval and the method of doing so, see IRS Publication 538, Accounting Periods and Methods, available at most IRS offices.

Please note that the assignment of this number does not grant tax-exempt status to nonprofit organizations. For details on how to apply for this exemption, see IRS Publication 557, Tax-Exempt Status for Your Organization, available at most IRS offices.

Thank you for your cooperation.  
575 B 941E

## COOPERATION AGREEMENT

This Agreement entered into this 13<sup>th</sup> day of April, 2021 that will be in effect for a 50 year period ending the 13<sup>th</sup> day of April 2071 by and between the Housing Authority of the City of Blue Ridge (herein called the "Local Authority") and the City of Blue Ridge, Georgia, (herein called the "Municipality") witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
  - a. The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"; excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of the Agreement.
  - b. The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project, if it were not exempt from taxation.
  - c. The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
  - d. The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangements or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morale.
2. The local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more Project comprising of approximately 100 units of low-rent housing and (b) to develop and administer such

Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Georgia all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or

- (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charges for or with respect to such Project.

- a. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during the fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.
  - b. The municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to All of the taxing Bodies for such year if the

project were not exempt from taxation: Provided, however, that no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

- c. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.
4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, that, where more than one family is living in an unsafe or insanitary dwelling units the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein, and Provided, further, that this paragraph 4 shall not apply in the case of (i) any project developed on the site of a slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.
5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-income housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or all, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the

Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

- a. Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
- b. Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interests as the Municipality may have in such vacated areas, and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
- c. Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;
- d. Accept grants of easements necessary for the development of such Project; and
- e. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project(s)

6. In respect to any Project, the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:
  - a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvements, paving and installation thereof in accordance with specifications acceptable to the Municipality;
  - b. It will accept necessary dedications of land for, and will grade, improve, pave and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and
  - c. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).
7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has been agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Authority.
8. No Cooperation agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.
9. So long as any contract between the Local Authority and the PHA for loans

(including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to such Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall ensure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

10. In addition to the Payments in Lieu of Taxes and in further consideration for the public service and facilities furnished and to be furnished in respect to any Project for which no Annual Contribution Contract had been entered into prior to \_\_\_\_\_, between the Local Authority and the PHA.

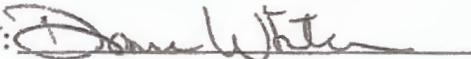
- a. After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid (1) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefore shall be paid annually to the PHA and to the Municipality on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (2) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;
- b. If, at any time, such Project or any part thereof is sold, such sale shall be

the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause 1 (2) of this section 10; provided , that the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project

- c. The municipality shall distribute the payments made to it pursuant to clauses (1) and (2) of this section 10 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project

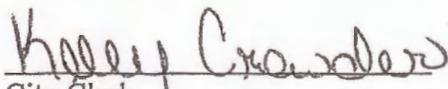
IN WITNESS WHEREOF the Municipality and the Authority have respectively caused this Agreement to be signed and attested and their seals to be affixed hereto as of the day and year first above written.

CITY OF BLUE RIDGE, GEORGIA

BY:   
Mayor

(SEAL)

Attest:

  
City Clerk

HOUSING AUTHORITY OF THE CITY OF  
BLUE RIDGE

BY: Tonya Nuelle  
Chairperson

(SEAL)

Attest:

Travis Als  
Secretary