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 Properties with delinquent taxes may be withdrawn by Staff and/or delayed or denied by the City Council.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 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.

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 $300 for every rezoning requesting a residential category and $500 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 Martin Velasquez Phone# 770-656-8763
(applicant's name printed)

Address 4309 Oglethorpe Loop Acworth, GA 30101 E-mail martin@lacosecha.net

same Address same
(representative's name, printed)

Phone# _____ E-mail _____
(representative's signature)

Signed, sealed and delivered in presence of:

Amanda M. Brawley My commission expires: 10/20/2023
Notary Public

AMANDA M BROWNLEE NOTARY PUBLIC EXPIRES GEORGIA OCTOBER 20, 2023 FANNIN, GA

Titleholder LaCty LLC Phone# _____ E-mail _____
(titleholder's name, printed)

Signature _____ Address _____
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

Amanda M. Brawley My commission expires: 10/20/2023
Notary Public

AMANDA M BROWNLEE NOTARY PUBLIC EXPIRES GEORGIA OCTOBER 20, 2023 FANNIN, GA

Zoning Request From R2 to C2.
(present zoning) (proposed zoning)

For the Purpose of future restaurant Size of Tract .23 Acre(s)
(subdivision, restaurant, warehouse, apt., etc.)

Location Cd W. Fain, Blue Ridge, GA 30513
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 278 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): _____

(b) Proposed building architecture: _____

(c) List all requested variances: _____

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

(a) Proposed use(s): future restaurant

(b) Proposed building architecture: _____

(c) Proposed hours/days of operation: unknown

(d) List all requested variances: none

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

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). no

SITE PLAN REQUIREMENTS

- Site Plan stamped with seal of Engineer, Land Surveyor, etc.
- North arrow
- Land lot lines
- District Lines
- Lot lines
- Angles
- Total acreage
- Bearing and distance
- Adjoining street width right-of-way (present and proposed)
- Paving widths
- Exact size and location of all buildings along with intended use
- Building setback and/or parking deck location
- Buffer areas
- Parking spaces
- Lakes and streams
- Utility easements
- Limits of the 100-year flood plain and acreage of flood plain
- Cemeteries
- Wetlands
- Access points
- Architectural or Archeological landmarks
- Detention/Retention areas
- Stream Buffers with required widths

General note: If any of the above requirements do not apply to property, please list which ones do not apply.

PROPERTY/FINANCIAL DISCLOSURE REPORT[1] BY APPLICANT[2]
(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 25 day of October, 2021.

Applicant's Signature

[1]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.

[2]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.

CAMPAIGN DISCLOSURE REPORT[3] BY APPLICANT[4]
OR PERSON SPEAKING IN OPPOSITION
(A separate form must be completed by each applicant or person speaking in opposition[5])

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: _____

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: _____

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: _____

I certify that the foregoing information is true and correct, this 25 day of October, 2021.

Applicant's Signature

[3] 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.

[4] 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.

[5] Any person wishing to speak in opposition to a rezoning application must also file a Campaign Disclosure Report.

*(R) denotes payment reversal

Account # 12920
Owner GREEN ROY
186 HINSHAW ROAD
Toney, AL 35773

Location 0
Blue Ridge, GA 30513

Property Id BR01-129-02
Bill No 676
Tax Year 2020
Tax Type Real Property

Date	Transaction Code	Trans Type	Posted	Reason Code	Amount ($)	Init
11/06/2020	TXCH20 Tax Charge 2020 Update # 1 System #11958	Charge	X		46.84	CSI
12/29/2020	TXPY20 Tax Payment 2020 Update # 218729 System #12119	Payment	X		-46.84	GH

Check #: 1548

Grand Total **$0.00**

FMUMFB TAX COMMISSIONER 10/01/21
FMUMFB01 Clerk **AU** Date **2021 10 01** Sequence **133749** 15:38:22

Bill Number . .	**2020 010994** Acct **19374R20**	Fair Mkt Val	**22,000**
Taxpayer Name. .	**GREEN ROY**	Bill Date	**2020 09 08**
Additional Name.		Due Date	**2020 12 20**
Address Line 1 .		H/S Code	
Address Line 2 .	**186 HINSHAW ROAD**	Lender Code	
City ST Zip 4. .	**TONEY AL 35773**	Under Appeal	
Loctn/Desc . . .	**8-2 LL278 DB345-696* 0.23 AC**	Bankruptcy	
Map Blk Par Sub.	**BR01 129 02** Dist **02**	Check Notes	

Original Bill	Adj & Charges	Payments	Descriptions	This Tran
125.43		**125.43-**	Taxes	
			Assessment Pen	
			Interest	
			Costs	
			Late Penalty	
			Other Penalty	
125.43		**125.43-**	TOTALS	
		Last T/A Date	Payment/Adjust	(P/A) P
		PP 2020 12 14	Reason Code	(F13) 00

Email Address:

F1=Options F3=Return F4=Delete F8=Adj to Total

COPY

Map Parcel Number: BR01 12901

Angela Stewart DeLorme, P.C.
Attorneys at Law
P.O. Box 1549
Blue Ridge, GA 30513

30,001
STATE OF GEORGIA,
COUNTY OF FANNIN.

LIMITED WARRANTY DEED

THIS INDENTURE, made this 30th day of August, in the Year of Our Lord Two Thousand Twenty-One, between **ROY GREEN a/k/a ROY PORTER GREEN**, of the first part, and **LATY, LLC**, a Georgia limited liability company, of the second part;

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, the following described property:

All that tract or parcel of land lying and being in the 8th District and 2nd Section of Fannin County, Georgia, the same being a part of Land Lot 278 in the City of Blue Ridge, and being in the Weaver addition to said City, and bounded as follows: Beginning on a concrete post on North and South original line, and running North 50 feet with said original line to corner with Ruby G. Kirby property; thence East 200 feet to Fain Street; thence South with Fain Street 50 feet to concrete post at Fred and Cleo Green home place property (now Frances G. Chapman); thence West 200 feet to Beginning corner. This property is improved with a mobile home.

The above described property is conveyed subject to any and all easements, restrictions and rights-of-way as may appear on the aforementioned plat and as may appear of record.

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

AND THE SAID party of the first part, for his successors and/or assigns, executors and administrators, will warranty and forever defend the right and title to the above described property, unto the said party of the second part, against the claims of all persons owning, holding or claiming by, through or under the said party of the first part.

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

Signed, sealed and delivered
in the presence of:

Anita Tarver
Witness

Roy Green (Seal)
Roy Green a/k/a Roy Porter Green

Carol P. Dobbs
Notary Public
My Commission Expires: 6-14-22

RECORDING STAMP SPACE

SURVEY DATA:

1.) TYPE OF SURVEY: RETRACEMENT
2.) SOURCE OF TITLE DESCRIPTION FOR SUBJECT PROPERTY: PORTIONS OF...
DB 345/PG 694 (0.45 AC.)
DB 345/PG 691 (0.23 AC.)
DB 345/PG 696 (0.23 AC.)
3.) PROPERTY OWNER AT TIME OF SURVEY:
FRANCES G. CHAPMAN,
ROY GREEN, & RUBY G. KIRBY
4.) TAX PARCEL #: BR01 129,
BR01 12901, & BR01 12902
5.) CURRENT ZONING: R-2

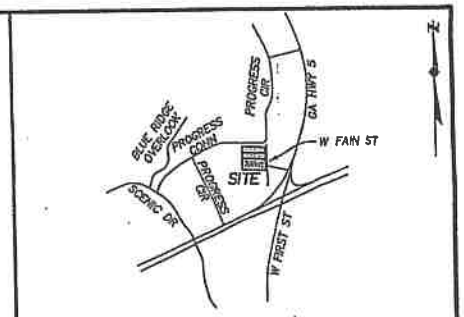
0.91 Total Acres

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 103.851 FEET.

THE BEARINGS SHOWN ON THIS PLAT WERE CALCULATED FROM A RANDOM TRAVERSE USING FIELD ANGLES AND A SINGLE MAGNETIC OBSERVATION. THE BEARINGS MAY DIFFER FROM PREVIOUS SURVEYS DUE TO MAGNETIC DECLINATION, EVEN THOUGH THE PROPERTY LINES ARE THE SAME.

THIS SURVEY PERFORMED USING A TOPCON GTS 211D TOTAL STATION. A COMPUTER USED FOR ALL CALCULATIONS.

NORTH
MAGNETIC



LOCATION MAP (N.T.S.)

SURVEY FOR

LATY LLC

WITHIN THE CITY LIMITS OF BLUE RIDGE
LAND LOT 278 8th DISTRICT 2nd SECTION
FANNIN COUNTY, GA. AUGUST 4, 2021
SCALE: 1" = 30'

30' 0' 30' 60' 90'

SURVEY REF: DB 345/PG 694; DB 345/PG 691; DB 345/PG 696; DB 853/PG 575; DB 440/PG 662; PH"A"-90/PG 8
ADDED STREET ADDRESS TO LOTS. 8-24-21.

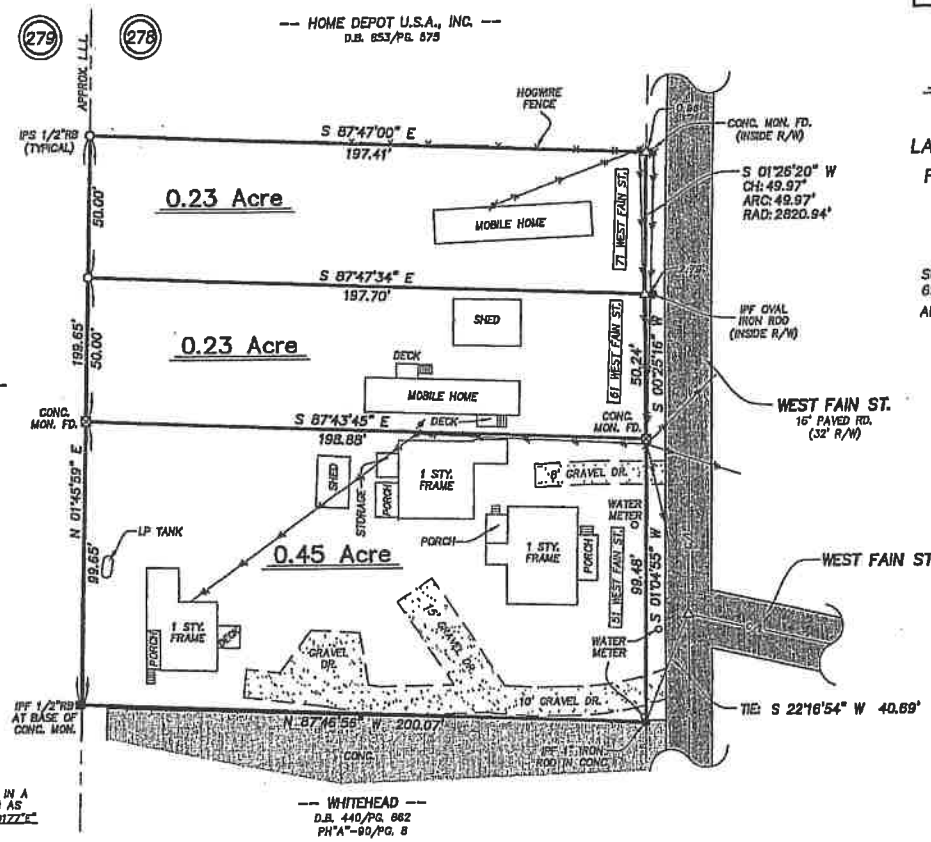
SURVEYOR CERTIFICATION

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 SURVEYOR(S) AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

LANE S. BISHOP, PLS 1575

DATE: 8-24-2021

GEORGIA PROFESSIONAL No. 1575 LAND SURVEYOR LANE S. BISHOP



THIS PROPERTY IS NOT IN A 100 YEAR FLOOD PLAIN AS PER F.I.R.M. 13111"C"0177"E"

THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE PERSON(S) HEREON NAMED AND IS NOT INTENDED FOR ANY OTHER PARTY.

THIS SURVEY SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS. ACREAGE'S SHOWN, CALCULATED, USING DIMENSIONS SHOWN ON PLAT.

LEGEND

- CALCULATED POINT
- IRON PIN SET (IPS 1/2"RB)
- IRON PIN FOUND (I.P.F.)
- RIGHT-OF-WAY MARKER
- PROPERTY LINE
- RIDGE LINE
- FENCE
- DITCH
- STREAM
- HOLLOW
- LAND LOT LINE (L.L.L.)
- CENTERLINE
- POWERLINE
- TELEPHONE LINE
- PAVED ROAD
- DIRT ROAD
- GRAVEL ROAD
- TELE/POWER POLE
- TELE/ELEC BOX
- FENCE POST F.P.
- D.B. DEED BOOK
- P.B. PLAT BOOK
- L.L.C. LAND LOT CORNER
- N.T.S. NOT TO SCALE

BASED ON MAPS PROVIDED BY FANNIN COUNTY, I HEREBY CERTIFY THAT THIS PROJECT IS IN THE FOLLOWING PROTECTION DISTRICTS:

YES	NO	PROTECTION DISTRICTS
	X	ELLIJAY RIVER WATERSHED WATER SUPPLY
X		TOCCOA RIVER WATERSHED WATER SUPPLY
	X	TOCCOA RIVER CORRIDOR
	X	WETLANDS
	X	MOUNTAIN

THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT CONSTITUTE A TITLE SEARCH OR LEGAL OPINION. ALL INFORMATION USED AS EVIDENCE OF PROPERTY LINE LOCATIONS IN THE PREPARATION OF THIS SURVEY, SUCH AS THE DEEDS AND PLATS REFERENCED HEREON, WERE OBTAINED FROM PUBLIC RECORDS, FILE DATA, FIELD EVIDENCE AND PARCEL IDENTIFICATION BY OTHERS. OTHER DOCUMENTS OR CONDITIONS MAY EXIST THAT COULD AFFECT THIS PROPERTY.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A PRECISION OF ONE FOOT IN 5,000+ FEET, AN ANGULAR ERROR OF 06"± PER ANGLE POINT AND WAS ADJUSTED USING LEAST SQUARES RULE.

OFFICE: R.O.	FIELD: GD	DRAWN BY:	CLO 8/20/2021
CRD. FILE	DWG. FILE	J. O. #	FLD. BOOK
FNB22114	mlaparilla	210722A	5(21)

PREPARED BY
LANE S. BISHOP AND ASSOCIATES
LAND AND ENGINEERING SURVEYS
GEORGIA PLS CERTIFICATE OF AUTHORIZATION LSF000306
PO BOX 1506 4145 EAST FIRST ST. BLUE RIDGE GA., 30513
PHONE: (706)632-3919 FAX: (706)632-6973
REGISTERED SURVEYOR: GA R.L.S. #1575 & 2536
TN. R.L.S. #1324 N.C. R.L.S. #2745

16

Doc ID: 002664200002 Type: AGRE
Recorded: 09/10/2021 at 01:30:00 PM
Fee Amt: $25.00 Page 1 of 2
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts
BK 1452 PG 322-323

After Recording Return To:
Wilson Hamilton, LLC
316 Summit Street
Blue Ridge, GA 30513
File No. M21-047

Driveway Easement Agreement

THIS ROAD EASEMENT AGREEMENT FOR is made this 2 day of September, 2021, by and between **Fannin Forms LLC** ("Grantor") and **Laty, LLC** ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of the following described parcel of land:

> All that tract or parcel of land lying and being in the 8th District, 2nd Section, Land Lot 279, Fannin County, Georgia, within the City Limits of Blue Ridge, being lot containing 3.434 acres, more or less, as set forth on plat of survey by Josh S. Walton, GRLS No. 3016, dated June 1, 2006 and recorded in Plat Hanger D-326, Page 5, Fannin County Records, to which reference is hereby made for a complete and accurate legal description.
>
> For informational purposes only: Map Parcel No. BR01 140

WHEREAS, Grantee is the fee simple owner of the following described parcel of land:

> All that tract or parcel of land lying and being in the 8th District, 2nd Section, Land Lot 278, Fannin County, Georgia, within the City Limits of Blue Ridge, being lot containing 0.23 acre, more or less, lot containing 0.23 acre, more or less, and lot containing 0.45 acre, more or less, as set forth on plat of survey by Lane S. Bishop, GRLS No. 1575, dated August 4, 2021 and recorded in Plat Hanger E30L, Page 7, Fannin County Records, to which reference is hereby made for a complete and accurate legal description.
>
> For informational purposes only: Map Parcel No. BR01 129 02 & BR01 129 01 & BR01 129

AND WHEREAS, the parties hereto desire to provide for an easement to allow Grantee access to and across the property of Grantor to the public street known as Progress Circle.

NOW, THEREFORE, in mutual consideration of the covenants hereinafter set forth, the parties agree as follows:

R. T.

1. Grantor hereby grants unto Grantee a 20-foot entrance easement for ingress and egress along a 18-foot road to be built by Grantee, at the sole expense of Grantee, said easement to begin at the shared property line of the parties (the eastern line of Grantor and the western line of Grantee). Said easement shall extend to the existing parking lot of Grantor, then across said existing parking lot to Progress Circle. Said easement shall be for ingress and egress only, and shall not include a right to park vehicles in Grantor's parking lot, or a right to modify the easement area in any way.

2. The easement area shall be located so that the centerline of the easement lines up with the centerline of the rear driving area of the parking lot (adjacent to Auto Zone).

3. Grantee shall properly mark with paint the centerline (yellow) and borderlines (white) of the easement area, as well as paint a large "STOP" on the pavement as the easement leaves the property of Grantor.

4. Grantee shall have the right to utilize the easement areas for the purposes stated herein, and may permit the use and enjoyment for such purposes by their invitees, licensees and agents.

5. The Easement shall be subject to existing 20-foot Sanitary Sewer Easement located on Grantor's property as shown on the above-referenced survey.

6. Grantee shall covenant and agree to pay for 15% of the charges associated with the property taxes of Grantor's property and of the cost of maintenance of the parking lot.

7. The Easement shall be appurtenant to and run with the lands of both parties, and shall bind and inure to the benefit of the parties, their heirs, successors and assigns. All purchasers of any of the described lots, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, are deemed to covenant and agree to pay for charges associated for regular road maintenance.

IN WITNESS WHEREOF, the Declarant has hereunto set their hands and seals as of the day and year first above written.

Signed, sealed and delivered in the
Presence of:

Unofficial Witness

Notary Public
My Commission Expires:_____

TERRY L WILSON NOTARY EXPIRES GEORGIA JULY 19, 2024 PUBLIC FANNIN COUNTY, GA

Fannin Forms LLC

By:_____(seal)
Ronald D. Tipton, Manager

Unofficial Witness

Notary Public
My Commission Expires:_____

TERRY L WILSON NOTARY EXPIRES GEORGIA JULY 19, 2024 PUBLIC FANNIN COUNTY, GA

Laty, LLC

By:_____(seal)
Martin Velasquez, Sole Member

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
LATY, LLC

This Single-Member LLC Operating Agreement ("Agreement") represents LATY, LLC that was formed in the State of Georgia on 09/08/2009 ("Company").

MARTIN VELASQUEZ of 4309 OGLETHORPE LOOP NW, ACWORTH, Georgia, 30101 is recognized as the sole member and owner of the Company ("Member(s)").

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Name and Principal Place of Business.

The name of the Company is LATY, LLC with a principal place of business at 4309 OGLETHORPE LOOP NW, ACWORTH, Georgia, 30101. The mailing address shall be the same address as the principal place of business.

2. Registered Agent.

The name of the Registered Agent is MARTIN VELASQUEZ with a registered office located at the same address as the principal place of business of the Company for the service of process as of May 11 2021 ("Registered Agent"). The Registered Agent may change at any time by the Company filing an amendment with the Secretary of State, or respective office, in the State of Georgia.

3. Formation.

The Company was formed on 09/08/2009, when the Member(s) filed the Articles of Organization with the office of the Secretary of State pursuant to the statutes governing limited liability companies in the State of Georgia (the "Statutes").

4. Purpose.

The purpose of the Company is to engage in and conduct any and all lawful businesses, activities or functions, and to carry on any other lawful activities in connection with or incidental to the foregoing, as the Member(s) in their discretion shall determine.

5. Term.

The term of the Company shall continue in perpetuity commencing on the filing of the Articles of Organization of the Company while continuing until terminated under the provisions set forth herein.

6. Member(s) Capital Contributions.

The Member shall not make a capital contribution to the Company.

7. Distributions.

The Member may make such capital contributions (each a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

A "Capital Account" for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. Books, Records, and Tax Returns.

The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes, and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records, and transactions of the Member.

The Company's fiscal year shall be the calendar year with an ending month of December.
The Member intends that the Company, as a single-member LLC, shall be taxed as a(n) Sole Proprietorship in accordance with the provisions of the Internal Revenue Code.

9. Bank Accounts.

All funds of the Company shall be deposited in the Company's name in a bank account or accounts as chosen by the Member(s). Withdrawals from any bank accounts shall be made only in the regular course of business of the Company and shall be made upon such signature or signatures as the Member(s) from time to time may designate.

10. Management of the Company.

The business and affairs of the Company shall be conducted and managed by the Member(s) in accordance with this Agreement and the laws of the State of Georgia.

MARTIN VELASQUEZ, as the sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree, or order of a court. The Company is organized as a "member-managed" limited liability company. The Member is designated as the initial managing member.

11. Ownership of Company Property.

The Company's assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees or in "street name", as the Member may determine.

Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

12. Dissolution and Liquidation.

The Company shall dissolve and its affairs shall be wound up on the first to occur of (i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement. (ii) The determination by the Member that the Company shall be dissolved.

Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.

Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.

13. Indemnification.

The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this Agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and un-appealable or not timely appealed ("Judicially Determined") to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.

The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs, and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth herein.

Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification as set forth herein.

All rights of the Member to indemnification under this Agreement shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or

equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.

The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

14. Miscellaneous.

This Agreement and the rights and liabilities of the parties hereunder shall be governed by and determined in accordance with the laws of the State of Georgia. If any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

The captions in this Agreement are for convenience only and are not to be considered in construing this Agreement. All pronouns shall be deemed to be masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. References to a person or persons shall include partnerships, corporations, limited liability companies, unincorporated associations, trusts, estates, and other types of entities.

This Agreement, and any amendments hereto, may be executed in counterparts, all of which taken together shall constitute one agreement.

This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof. It is the intention of the Member(s) that this Agreement shall be the sole agreement of the parties, and, except to the extent a provision of this Agreement provides for the incorporation of federal income tax rules or is expressly prohibited or ineffective under the Statutes, this Agreement shall govern even when inconsistent with, or different from, the provisions of any applicable law or rule. To the extent any provision of this Agreement is prohibited or otherwise ineffective under the Statutes, such provision shall be considered to be ineffective to the smallest degree possible in order to make this Agreement effective under the Statutes.

Subject to the limitations on transferability set forth above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors, and assigns.

No provision of this Agreement is intended to be for the benefit of or enforceable by any third party.

IN WITNESS WHEREOF, the Member(s) have executed this Agreement on May 11 2021.

Signature: _____ Date: 05/11/2021
Print Name: MARTIN VELASQUEZ