

**Development Authority of Lumpkin County
Meeting Agenda
Tuesday, June 20, 2017 9:00am
Lumpkin County Administration Building Conference Room**

1. Welcome, call to order – Wyman Walden
2. Approve agenda
3. Approve April 2017 minutes
4. Associate Members Reports
5. Audit Presentation- Chris Hollifield, Rushton & Company
6. Literacy GED program – Geoffrey Kridell
7. Financial Reports – May 2017– Steven Ferguson
8. Directors report
9. Executive session if needed
10. Adjourn

Development Authority of Lumpkin County Meeting Minutes
April 18, 2017
Conference Room, Lumpkin County Administration Building

Board Members in attendance: Jim Higdon, Jim Curtis, Wyman Walden, J..B. Jones, John Gaston, Steven Ferguson

Associate Members/Guests in attendance: Steve Gooch, Dee Harris, Sam Norton, Andy Novobilski, Bill Johnson, Joy Edelberg, Paul Yates, Stacey Yates

Meeting called to order by Chairman Wyman Walden at 9:00 am.

Motion to approve agenda: Steven Ferguson. Second: Jim Higdon. Motion carried.

Motion to approve March 21, 2017 minutes: J. B. Jones. Second: Jim Curtis. Motion carried.

Financial Report -- March financial reports presented by Treasurer Steven Ferguson. Steven noted reports reflect typical activity for the month. Audit is underway and audit reports should be ready for Board at May meeting. Motion to accept financial reports: Jim Higdon. Second: Jim Curtis. Motion carried.

Job Fair was a success. More than 40 employers participated and over 100 job seekers signed up.

Motion to adjourn to Executive Session: Jim Curtis. Second: Jim Higdon. Motion carried. Meeting adjourned to executive session at 9:25am.

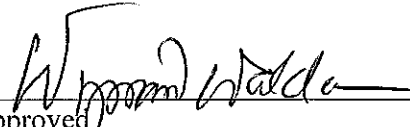
Motion to return to regular meeting: Jim Curtis. Second: Jim Higdon. Motion carried. Regular meeting resumed at 10:15am.

Motion to waive the resale restriction as described in the Covenants and Restrictions for Red Oak Industrial Park for the lot that fronts Red Oak Flats Rd: Jim Higdon. Second: Steven Ferguson. Motion carried.

Motion to agree to clear ditch and maintain water flow from Enterprise Way to the detention pond within the 20 foot easement depicted on plat: Jim Curtis. Second: Jim Higdon. Vote-J..B. Jones, Jim Curtis, Jim Higdon, Steven Ferguson, Yay. John Gaston, Nay. Motion carried.

Motion to approve contract for sale of property to Yates Property Management, LLC for the lot in Red Oak Industrial Park for the sales price of \$90,000.00

Motion to adjourn: J. B. Jones. Second: Jim Higdon. Meeting adjourned at 10:28am.


Approved _____

Development Authority of Lumpkin County

Balance Sheet

As of May 31, 2017

06/13/17

Accrual Basis

	<u>May 31, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
111122 · Operating Account	630,627.60
Total Checking/Savings	<u>630,627.60</u>
Accounts Receivable	
112700 · Interfund Receivable	68.55
Total Accounts Receivable	<u>68.55</u>
Other Current Assets	
113801 · Prepaid Insurance	2,513.67
118001 · Issuance Costs	1,790.10
Total Other Current Assets	<u>4,303.77</u>
Total Current Assets	<u>634,999.92</u>
Fixed Assets	
115203 · Land held for resale	42,915.13
115204 · Building held for resale	1,377,227.33
11700 · Machinery & Equipment	1,137.66
11710 · Accumulated Depr. Mach. & Equip	-1,137.66
117410 · Accumulated Depr. Buildings	-334,395.20
117505 · Furniture & Fixtures	14,833.77
117506 · Accumulated Depr. Furn. & Fixt.	-9,641.94
117520 · ACADIA Building	1,941,683.86
Total Fixed Assets	<u>3,032,622.95</u>
Other Assets	
construction in progress	-8,500.00
Total Other Assets	<u>-8,500.00</u>
TOTAL ASSETS	<u><u>3,659,122.87</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
121100 · Accounts Payable	170,890.00
Total Accounts Payable	<u>170,890.00</u>
Other Current Liabilities	
112450 · Payroll Liabilities	
Federal Taxes (941/944)	1,628.70
GA Income Tax	340.69
GA Unemployment Tax	-48.62
Total 112450 · Payroll Liabilities	<u>1,920.77</u>
121101 · Retainage Payable	24,068.77
122400 · Accrued Interest Payable	2,392.64
122425 · Accrued Salaries	5,222.38
122706 · Notes Payable - Current- Ethan	30,488.32
122710 · Rental Commission Payable	-1,166.00
22050 · Arcadia Project Deposit	10,085.00
25000 · Due to Lumpkin County	73.41
Total Other Current Liabilities	<u>73,085.29</u>
Total Current Liabilities	<u>243,975.29</u>
Long Term Liabilities	
112705 · Notes Payable-Breakstone Drive	1,225,062.36
112706 · Notes Payable Ethan Allen Dr	-17,667.29

Development Authority of Lumpkin County

Balance Sheet

As of May 31, 2017

	<u>May 31, 17</u>
125302 · LOC--Ethan Allen Project	1,202,349.62
Total Long Term Liabilities	<u>2,409,744.69</u>
Total Liabilities	2,653,719.98
Equity	
131100 · Net Investment - Capital Asset	434,250.32
134220 · Fund Balance	86,491.44
30000 · Opening Balance Equity	42,936.18
32000 · Retained Earnings	474,207.04
Net Income	<u>-32,482.09</u>
Total Equity	<u>1,005,402.89</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,659,122.87</u></u>

Development Authority of Lumpkin County
Profit & Loss Budget vs. Actual
January through May 2017

	TOTAL			
	May 17	Jan - May 17	Budget	% of Budget
Ordinary Income/Expense				
Income				
381000 · Rental Income	3,623.00	18,115.00	43,476.00	41.67%
Total Income	<u>3,623.00</u>	<u>18,115.00</u>	<u>43,476.00</u>	<u>41.67%</u>
Gross Profit	3,623.00	18,115.00	43,476.00	41.67%
Expense				
Operational Expenses				
521001 · Legal Services	0.00	1,657.16	4,500.00	36.83%
521002 · Audit Services	0.00	0.00	5,995.00	0.0%
522205 · R & M 400 Industrial Park	2,500.00	2,500.00	200.00	1,250.0%
523201 · Postage	0.00	0.00	100.00	0.0%
523300 · Marketing/Advertising	0.00	499.80	3,500.00	14.28%
523500 · Travel	0.00	0.00	2,000.00	0.0%
523601 · Dues & Subscriptions	71.20	100.20	500.00	20.04%
523700 · Meetings/Training	275.00	654.16	3,000.00	21.81%
531100 · Supplies/Materials	37.64	1,074.15	2,000.00	53.71%
55220 · Bookkeeping & Payroll Services	250.00	1,289.98	3,500.00	36.86%
55400 · Bank Fees	20.00	108.00	100.00	108.0%
55600 · Insurance	0.00	3,819.00	7,500.00	50.92%
55760 · Minor Equipment Purchases	0.00	547.50	500.00	109.5%
Total Operational Expenses	<u>3,153.84</u>	<u>12,249.95</u>	<u>33,395.00</u>	<u>36.68%</u>
55100 · Payroll Expenses				
511100 · Wages	7,093.60	35,246.90	93,500.00	37.7%
512400 · Retirement Benefit	0.00	0.00	6,000.00	0.0%
55102 · Payroll Taxes	573.86	3,036.12	9,100.00	33.36%
Total 55100 · Payroll Expenses	<u>7,667.46</u>	<u>38,283.02</u>	<u>108,600.00</u>	<u>35.25%</u>
Total Expense	<u>10,821.30</u>	<u>50,532.97</u>	<u>141,995.00</u>	<u>35.59%</u>
Net Ordinary Income	<u>-7,198.30</u>	<u>-32,417.97</u>	<u>-98,519.00</u>	<u>32.91%</u>
Other Income/Expense				
Other Income				
361000 · Interest Income	28.87	135.88	100.00	135.88%
Total Other Income	<u>28.87</u>	<u>135.88</u>	<u>100.00</u>	<u>135.88%</u>
Other Expense				
541000 · Joint Projects	200.00	200.00		
Total Other Expense	<u>200.00</u>	<u>200.00</u>		
Net Other Income	<u>-171.13</u>	<u>-64.12</u>	<u>100.00</u>	<u>-64.12%</u>
Net Income	<u><u>-7,369.43</u></u>	<u><u>-32,482.09</u></u>	<u><u>-98,419.00</u></u>	<u><u>33.0%</u></u>

BUYER'S AND SELLER'S COMBINED CLOSING STATEMENT

B. Type of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number	7. Loan Number	8. Mortgage Insurance Case Number		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		73938				
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.							
D. Name and Address of Buyer Yates Property Management, LLC 259 Brights Way Dawsonville, GA 30534			E. Name and Address of Seller Development Authority of Lumpkin County, Georgia 194 Courthouse Hill Dahlonega, GA 30533		F. Name and Address of Lender		
G. Property Location Red Oak Flats Road Dahlonega, GA Land Lot 99; 11th Dist; Tract 1A - 1.090 acres Tract 1B - 1.041 acres; Lumpkin County GA				H. Settlement Agent (770-887-3162) Bofing Rice LLC 207 Pirkle Ferry Rd., Cumming, GA 30040		I. Settlement Date 06/13/17 DD: 06/13/17	
J. SUMMARY OF BUYER'S TRANSACTION:				K. SUMMARY OF SELLER'S TRANSACTION:			
100. GROSS AMOUNT DUE FROM BUYER				400. GROSS AMOUNT DUE TO SELLER			
101. Contract sales price		90,000.00		401. Contract sales price		90,000.00	
102. Personal property				402. Personal property			
103. Settlement charges to buyer (line 1400)		1,091.50		403.			
104.				404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. City/town taxes	to			406. City/town taxes	to		
107. County taxes	to			407. County taxes	to		
108. Assessments	to			408. Assessments	to		
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. GROSS AMOUNT DUE FROM BUYER		91,091.50		420. GROSS AMOUNT DUE TO SELLER		90,000.00	
200. AMOUNTS PAID BY OR IN BEHALF OF BUYER				500. REDUCTIONS IN AMOUNT TO SELLER			
201. Deposit or earnest money				501. Excess Deposit (see instructions)			
202. Principal amount of new loan(s)				502. Settlement charges to seller (line 1400)		0.00	
203. Existing loan(s) taken subject to				503. Existing loans taken subject to			
204.				504. Payoff of first mortgage loan			
205.				505. Payoff of second mortgage loan			
206.				506.			
207.				507.			
208.				508.			
209.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. City/town taxes	to			510. City/town taxes	to		
211. County taxes	to			511. County taxes	to		
212. Assessments	to			512. Assessments	to		
213.				513.			
214. (Note: 2017 ad valorem taxes - no tax bill will be issued				514. (Note: 2017 ad valorem taxes - no tax bill will be issued			
215. and Buyer will be responsible for 2018 forward)				515. and Buyer will be responsible for 2018 forward)			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. TOTAL PAID BY / FOR BUYER				520. TOTAL REDUCTION AMOUNT DUE SELLER			
300. CASH AT SETTLEMENT FROM OR TO BUYER				600. CASH AT SETTLEMENT TO OR FROM SELLER			
301. Gross amount due from buyer (line 120)		91,091.50		601. Gross amount due to seller (line 420)		90,000.00	
302. Less amounts paid by/for buyer (line 220)				602. Less reduction amount due to seller (line 520)			
303. CASH FROM BUYER		91,091.50		603. CASH TO SELLER		90,000.00	

BUYER'S AND SELLER'S COMBINED CLOSING STATEMENT

L. SETTLEMENT CHARGES:		File Number: 73938		
700. Total Real Estate Broker Fees		0.00		
Division of commission (line 700) as follows:				
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				
704.				
705.				
800. Items Payable in Connection with Loan			P.O.C.	
801. Our origination charge		\$		
802. Your credit or charge (points) for the specific interest rate chosen		\$		
803. Your adjusted origination charges				
804. Appraisal Fee				
805. Credit Report				
806. Tax service				
807. Flood certification				
808.				
809.				
810.				
811.				
812.				
813.				
814.				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges	from	to	@ \$	/day
902. Mortgage Insurance Premium	for	to		
903. Homeowner's Insurance	for	to		
904.				
905.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account				
1002. Hazard Insurance	mo. @ \$		per mo. \$	
1003. Mortgage Insurance	mo. @ \$		per mo. \$	
1004. City property taxes	mo. @ \$		per mo. \$	
1005. County property taxes	mo. @ \$		per mo. \$	
1006. Annual Assessments	mo. @ \$		per mo. \$	
1007.	mo. @ \$		per mo. \$	
1008.	mo. @ \$		per mo. \$	
1009. Aggregate Adjustment			\$	
1100. Title Charges				
1101. Title services and lender's title insurance				
1102. Settlement or closing fee	Boling Rice LLC		400.00	
1103. Owner's title insurance	Chicago Title Insurance Company		337.50	
1104. Lender's title insurance				
1105. Lender's coverage				
1106. Owner's coverage	90,000.00 -- 337.50			
1107. Agent's portion of the total title insurance premium	Chicago Title Insurance Company	\$	259.12	
1108. Underwriter's portion of the total title insurance premium		\$	84.38	
1109. Title Search and Cert.	Boling Rice LLC		250.00	
1110.				
1111.				
1112.				
1113.				
1200. Government Recording and Transfer Charges				
1201. Government recording charges				
1202. Deed \$	14.00	Mortgage \$		Releases \$
1203. Transfer taxes				90.00
1204. City/county tax/stamps	Deed \$		Mortgage \$	
1205. State tax/stamps	Deed \$	90.00	Mortgage \$	
1206.				
1207.				
1208.				
1300. Additional Settlement Charges				
1301. Required services that you can shop for				
1302.				
1303.				
1304.				
1305.				
1306.				
1307.				
1308.				
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			1,091.50	0.00

I have carefully reviewed the Buyer and Seller's Combined Closing Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Buyer and Seller's Combined Closing Statement.


BUYER:

Yates Property Management, LLC, a Georgia limited liability company

By: Paul R. Yates, Member/Manager

SELLER:

Development Authority of Lumpkin County,
Georgia


By: Wynnan Walden, Chairman

The Buyer and Seller's Closing Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Zack A. Rice, Esq/Member
Boling Rice LLC

June 13, 2017

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

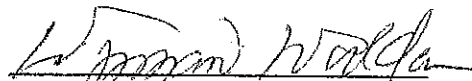
CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Yates Property Management, LLC ("Purchaser"), that withholding of tax is not required upon the disposition by Development Authority of Lumpkin County, Georgia ("Seller"), to Purchaser of a U.S. real property interest, I hereby certify the following:

1. Seller is not a foreign corporation, a foreign partnership, a foreign trust, or a foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations.
3. The Tax Identification Number of Seller is: _____
4. The address of Seller is: 194 Courthouse Hill, Dahlonega, GA 30533

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by Purchaser and that any false statement contained herein may be punished by fine, imprisonment or both. Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

Date: June 13, 2017


Name: Wyman Walden, Chairman

**THIS CERTIFICATION MUST BE RETAINED UNTIL
THE END OF THE FIFTH TAXABLE YEAR FOLLOWING
THE TAXABLE YEAR IN WHICH THE TRANSFER TAKES PLACE**

ACKNOWLEDGMENT AND RECEIPT
OF SETTLEMENT STATEMENT

The undersigned, Purchaser, Seller and Broker acknowledge that each has received, reviewed, and approved the attached Settlement Statement (HUD-1) and the entries appearing thereon, and each of the undersigned acknowledges receipt of a copy of same. The term "Settlement Agent" as referenced in the attached Settlement Statement is defined as the closing attorney and the law firm of Boiling Rice LLC.

The undersigned Seller warrants that there are no other outstanding mortgages or debts adversely affecting the property, except those shown as being paid on the within Settlement Statement. The undersigned agree that, should any clerical mistakes, inadvertent errors or omissions later be discovered in any documents executed at settlement, they will cooperate with Settlement Agent and promptly execute any and all corrective documents deemed necessary by Settlement Agent and immediately remit such sums required by Settlement Agent to adjust or correct such errors or omissions. The undersigned parties indemnify and hold harmless Settlement Agent from any and all loss, damages, or liability resulting from any incorrectness or errors in the amounts itemized on said Settlement Statement. The undersigned parties hereto acknowledge that Settlement Agent represents only Yates Property Management, LLC, a Georgia limited liability company, and no other party in this transaction.

Purchaser, Seller, Broker and all other parties to this transaction acknowledge that any escrow account check issued by Settlement Agent pursuant to the Settlement Agreement is subject to all checks, site drafts, money orders or other instruments received by Settlement Agent being honored for payment by the institution upon which said instruments are drawn.

Purchaser and Seller agree and acknowledge that no bill will be issued from the Tax Commissioner for the tax year 2017, and any taxes going forward will be the responsibility of the Purchaser.

Purchaser and Seller acknowledge that Settlement Agent makes no representation as to the status of any outstanding or past due water, sewer or other utility bills applicable to the property. The status of such items shall be determined by and are the sole responsibility of Purchaser and Seller.

Purchaser hereby acknowledges that a real property tax return and, if applicable, application for Homestead Exemption is required by law and must be filed with the County Tax Assessor of the County in which the property lies promptly between January 1, and April 1, of the year immediately following settlement and such filings are the sole responsibility of Purchaser. Seller warrants that all required tax returns and applicable tax exemption applications have been filed for the current year. ~~In the event the property is subject to any special property tax use (such as a conservation use covenant, etc.), which is breached by this transaction resulting in imposition of additional taxes, penalties and interest, Seller is responsible for and will indemnify and hold harmless Purchaser and Settlement Agent for the payment of same. Seller further agrees to reimburse Purchaser for any and all penalties caused by Seller's failure to file a proper and timely tax return.~~ *M/O*

Purchaser acknowledges that Settlement Agent has an agency with a title insurance company and makes a commission on the premium being charged, if any. Purchaser has been fully advised as to the benefits of title insurance, and he has made an informed decision regarding whether or not to purchase owner's title insurance.

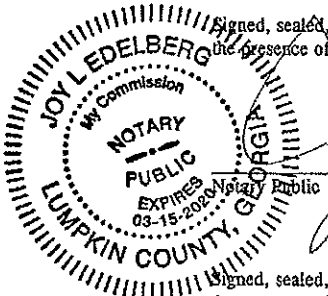
Seller warrants that there are no known breach of Restrictive Covenants or any threatened litigation regarding any breach of such covenants affecting the property, if any.

All parties hereto certify and warrant that no other real estate commissions are owed to third parties or other real estate brokers or agents, and no such other real estate broker or agent has been employed in relation to this transaction. The undersigned real estate broker/agent acknowledges payment in full of all commissions owed pursuant to the real estate sales contract executed between the parties and waives any and all claims or liens against the property.

Any conditions or stipulations not fulfilled or accomplished at the time of this closing shall survive the closing, execution, and delivery of the Limited Warranty Deed until such time as said conditions or stipulations are fulfilled.

Dated this 8th day of June, 2017.

Signed, sealed, and delivered in
the presence of:



Signed, sealed, and delivered in
the presence of:

Notary Public

(SEAL)

SELLER(S):

Development Authority of Lumpkin County,
Georgia

Wynan Walden (SEAL)
By: Wynan Walden, Chairman

PURCHASER(S):

Yates Property Management, LLC, a Georgia limited
liability company

By: Paul R. Yates, Member/Manager (SEAL)

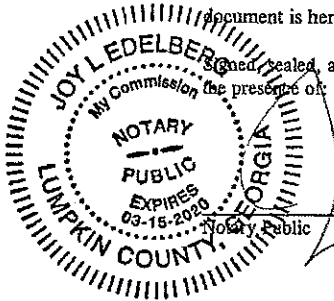
STATEMENT OF REPRESENTATION AND INDEMNITY

BOLING RICE LLC (the "Firm") has represented Yates Property Management, LLC, a Georgia limited liability company (the "Client") in connection with legal services regarding the real estate closing to which you are a party. Seller is advised to consult with counsel of its own if it has any questions or concerns. In consideration of the Firm's role, please note the following limitations, conditions and obligations of utilizing or benefitting from our work:

- 1) This Firm has prepared all necessary documents relating to the property transfer and any related loan, and will supervise the closing of said sale and the recording of all appropriate documents. THE PARTIES AGREE TO PROMPTLY COOPERATE WITH THE FIRM TO CORRECT MATTERS SUCH AS CLERICAL OR TYPOGRAPHICAL ERRORS UPON REQUEST, AND TO INDEMNIFY THE FIRM FROM ALL LOSS AND EXPENSE CAUSED BY FAILURE OR UNTIMELINESS IN DOING SO.
- 2) The Firm's fee for providing these services is shown on the Closing Statement. The services are performed on behalf of the Client and the Firm does not represent any other party in regard to this transaction; although fees may have been paid by the Purchaser or the Seller or both. No statement at closing should be relied upon as legal advice to a party who is not the Client and such other parties should obtain independent advice as to such concerns.
- 3) Any title examination or other investigation of the property is for the Client and should not be relied upon for the protection or benefit of others. Any errors or omissions in such matters will not give the undersigned recourse against the Firm or the Client.
- 4) The Firm is in no way responsible to the parties for matters of zoning, investigation or review of physical conditions of the property, or content of any easements or restrictive covenants affecting the property, hazardous substances, or utility availability.
- 5) In computing the monthly escrows (if any) and in prorating the current years taxes between Purchaser and Seller, the Firm has attempted to reasonably estimate the amounts based on information available at the time of closing. The Firm is not responsible for any tax reassessments or revised bills which are not issued at the time of closing. The parties shall settle such matters between themselves and the Purchaser shall make any additional escrow payment required. The Firm is not responsible for any variation in the prorating or shortfall in tax escrow payments.
- 6) All checks by the Firm are issued subject to collection of all checks, sight drafts and other instruments presented to the Firm in payment of amounts due under this Settlement Statement and for Purchaser's proceeds being honored for payment by the lending institutions on which such instruments are drawn.
- 7) In the event any person receiving a payoff as set forth in the Closing Statement refuses to accept the amount tendered or if such payoff fails to be timely received or credited due to causes outside the Firm's reasonable control, the party to this transaction who is obligated to make such payoffs shall immediately pay to the Firm additional funds acceptable in form and amount to the Firm and SHALL INDEMNIFY THE FIRM FROM ALL LOSS AND EXPENSE CAUSED BY FAILURE OR UNTIMELINESS IN DOING SO.

8) ANY PARTY FAILING TO DISCLOSE A MATERIAL MATTER OR MAKING A MATERIALLY FALSE STATEMENT IN CONNECTION WITH THIS TRANSACTION SHALL INDEMNIFY THE FIRM FROM ALL RESULTING DIRECT AND INDIRECT DAMAGE AND EXPENSES OF THE FIRM, INCLUDING THE REASONABLE VALUE OF ATTORNEY'S SERVICES OR FEES.

The foregoing Statement is ACCEPTED AND APPROVED, and receipt of a copy of this document is hereby acknowledged this 8th day of June, 2017.



Signed, sealed, and delivered in the presence of:

Notary Public

(SEAL)

Signed, sealed, and delivered in the presence of:

Notary Public

(SEAL)

SELLER(S):

Development Authority of Lumpkin County, Georgia

Wyman Walden (SEAL)
By: Wyman Walden, Chairman

PURCHASER(S):

Yates Property Management, LLC, a Georgia limited liability company

By: Paul R. Yates, Member/Manager (SEAL)

STATE OF GEORGIA
COUNTY OF LUMPKIN

OWNER'S AFFIDAVIT

Personally appeared before me, the undersigned notary public duly authorized to administer oaths, Wyman Walden (hereinafter referred to as "Deponent"), who is the Chairman for Development Authority of Lumpkin County, Georgia (hereinafter referred to as "Owner"), who being duly sworn according to law, deposes and states on oath as follows:

That Owner is the fee-simple owner of the property described on Exhibit A attached hereto and made a part hereof by reference (the "Property").

That no party has the right of possession of the Property other than Owner.

That the Owner of the Property is in open, exclusive, undisputed and peaceful possession of the Property and that Deponent has a perfect right to convey good, fee simple, marketable title to the Property on behalf of Owner.

That said Property is free and clear of liens of every character.

That there are no outstanding debts, unpaid bills or liens against the Property for equipment, appliances, other fixtures attached to the Property, or utilities, or sidewalk or street improvements.

That the lines and corners of the Property are clearly marked as per the within-referenced survey of the Property, and there are no disputes concerning the location of the boundaries and the improvements, if any, are within the boundaries of said described Property.

That there are no leases or tenancies affecting the Property except for those disclosed to Lender, Purchaser, or Title Company.

That to the best of Deponent's knowledge, there are no pending or threatened actions, proceedings, suits, judgments, bankruptcies or executions that in any way involve Owner in any manner that could affect the title to the Property or constitute a lien thereon, and Owner is not surety on any bond that through default of the principal therein might create a lien superior to any conveyance executed by Owner for the Property.

That no improvements or repairs have been made on the above-described Property during the ninety-five (95) days immediately preceding the date hereof and that there are no outstanding bills incurred for labor or materials used in making improvements or repairs on the Property or for services of architects, surveyors and engineers incurred in connection therewith.

That Deponent has no knowledge of any violations or notices of violations of any law, restrictive covenants, ordinances, rules, orders or regulations relating in any way to the Property.

That no broker services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the Property, and that no notice of lien for any such services has been received or, if same has been engaged or received, all compensation has been paid.

That Deponent is sui juris and has never been adjudicated insane in any court and that he is over eighteen (18) years of age.

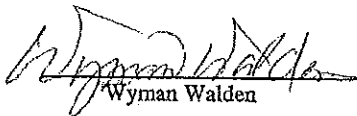
That Deponent has received no actual notice of, nor is Deponent aware of the existence of any areas on the Property where hazardous substances or waste have been generated, disposed of, released or found, and the Deponent has no actual knowledge of the existence of such areas or the storage or disposal of any hazardous substance or waste on the Property. Deponent represents that to the best of his actual knowledge, there are no storage tanks located on the Property, either above or below ground, that to the best of Deponent's actual knowledge that the Property has not been previously used as a landfill or dump for garbage or refuse, and that Deponent has received no notices from governmental or quasi governmental authorities that there are any violations of any health or environmental statutes.

That Deponent has been notified that the above information is being relied upon by Yates Property Management, LLC, a Georgia limited liability company ("Purchaser"), and Chicago Title Insurance Corporation ("Title Company") regarding the Property and the representations and statements contained herein are a material inducement to Purchaser, Lender, and Title Company to enter into the transaction for which this affidavit is offered.

Dated this the 13th day of June, 2017.

Signed, sealed and delivered
in the presence of:

Notary Public

 (SEAL)
Wyman Walden

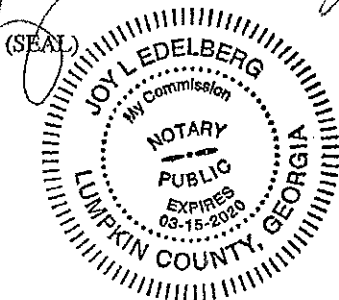


Exhibit A

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lot 99 of the 11th District, originally Hall County, now Lumpkin County, Georgia, being identified as Tract 1A, containing 1.090 acres; and Tract 1B, containing 1.041 acres, as shown on Plat of Parcel Subdivision Survey For The Development Authority of Lumpkin County, dated May 17, 2017, prepared by GEOIMAGE Land Surveying, recorded in Plat Book 2017, Page 84, Lumpkin County, Georgia Records, which plat and reference thereto is incorporated herein for a more complete description of the subject property.

Grantor reserves herewith a 30' foot wide drainage easement as reflected on the above-referenced plat extending to and from Enterprise Way and the detention pond shown thereon.

After Recording, Return To:
Zack A. Rice, Esq.
Boling Rice LLC
207 Pirkle Ferry Road
Cumming, Georgia 30040
Telephone: 770.887.3162
File No. ZAR/73,938

STATE OF GEORGIA
COUNTY OF LUMPKIN

LIMITED WARRANTY DEED

THIS INDENTURE is made as of June 13, 2017, between DEVELOPMENT AUTHORITY OF LUMPKIN COUNTY, GEORGIA, a public body politic organized and existing under Georgia law (hereinafter referred to as "Grantor"), and YATES PROPERTY MANAGEMENT, LLC, a Georgia limited liability company (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

GRANTOR, in consideration of the sum of One Hundred and No/100 Dollars (\$100.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land lying and being in Land Lot 99 of the 11th District, originally Hall County, now Lumpkin County, and being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference thereto (the "Property").

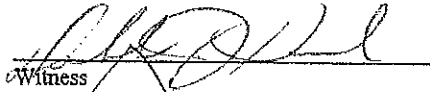
TO HAVE AND TO HOLD, the Property, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, its heirs, successors, and assigns, forever in FEE SIMPLE.

AND THE SAID GRANTOR WILL WARRANT and forever defend the right and title of the above described Property unto Grantee and Grantee's heirs and assigns against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

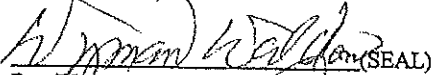
EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

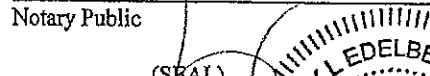
Development Authority of Lumpkin County,
Georgia, a public body politic organized and
existing under Georgia law



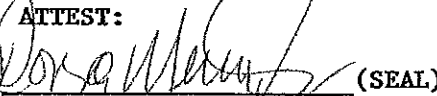
Witness



By: Wynan Walden, Chairman (SEAL)



Notary Public
(SEAL)

ATTEST:


Donna Minnich, Secretary (SEAL)

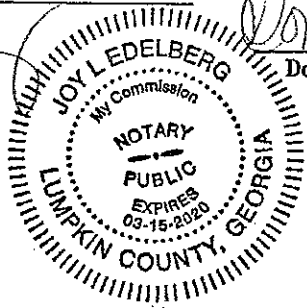


Exhibit "A"

Legal Description of the Property

All that tract or parcel of land lying and being in Land Lot 99 of the 11th District, originally Hall County, now Lumpkin County, Georgia, being identified as Tract 1A, containing 1.090 acres; and Tract 1B, containing 1.041 acres, as shown on Plat of Parcel Subdivision Survey For The Development Authority of Lumpkin County, dated May 17, 2017, prepared by GEOIMAGE Land Surveying, recorded in Plat Book 2017, Page 84, Lumpkin County, Georgia Records, which plat and reference thereto is incorporated herein for a more complete description of the subject property.

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© 2007 United Community Bank, Atlanta

019675

HORNE & EDEBERG, PC
ESCROW ACCOUNT
PO BOX 37
DAHLONEGA, GA 30533

UNITED COMMUNITY BANK
P.O. BOX 1090
DAHLONEGA, GA 30533
64-1341/ST

6/14/2017

PAY TO THE ORDER OF Development Authority of Lumpkin County

\$90,000.00

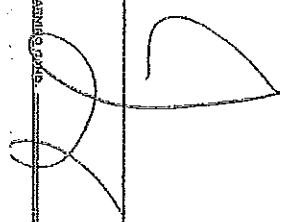
DOLLARS

Development Authority of Lumpkin County

MEMO DALC-Yates Sale

⑈019675⑈ ⑆06112843⑆ 30000230⑈

THIS SECURITY CONTAINS A SPECIAL BACKGROUND ON WHITE PAPER. IMPRINT IS LOCATED BELOW THE SIGNATURE PANEL.



MP