

**SELLER'S PROPERTY DISCLOSURE STATEMENT  
EXHIBIT " \_\_\_\_\_ "**



2018 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for the Property (known as or located at: 276 Nursery Rd  
Hartwell, Georgia, 30643). This Statement is intended to make it easier for Seller to fulfill Seller's legal duty to disclose hidden defects in the Property of which Seller is aware. Seller is obligated to disclose such defects even when the Property is being sold "as-is."

**A. INSTRUCTIONS TO SELLER IN COMPLETING THIS STATEMENT.**

In completing this Statement, Seller agrees to:

- (1) answer all questions in reference to the Property and the improvements thereon;
- (2) answer all questions fully, accurately and to the actual knowledge and belief of all Sellers;
- (3) provide additional explanations to all "yes" answers in the corresponding Explanation section below each group of questions, unless the "yes" answer is self-evident;
- (4) promptly revise the Statement if there are any material changes in the answers to any of the questions prior to closing and provide a copy of the same to the Buyer and any Broker involved in the transaction.

**B. HOW THIS STATEMENT SHOULD BE USED BY BUYER.** Caveat emptor or "buyer beware" is the law in Georgia. Buyer should conduct a thorough inspection of the Property. If Seller has not occupied the Property recently, Seller's knowledge of the Property's condition may be limited. Buyer is expected to use reasonable care to inspect the Property and confirm that is suitable for Buyer's purposes. If an inspection of the Property reveals problems or areas of concern that would cause a reasonable Buyer to investigate further, Buyer should investigate further. A "yes" or "no" answer to a question means "yes" or "no" to the actual knowledge and belief of all Sellers of the Property.

**C. SELLER DISCLOSURES.**

1. GENERAL:	YES	NO
(a) What year was the main residential dwelling constructed? <u>2001</u>		
(b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? <u>1 month</u>	✓	
(c) Is the Property or any portion thereof leased?		✓
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		✓
<b>EXPLANATION:</b>		

2. COVENANTS, FEES, and ASSESSMENTS:	YES	NO
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions, and Restrictions ("CC&Rs") or other similar restrictions?		✓
(b) Is the Property part of a condominium or community in which there is a community association? <b>IF YES, SELLER TO COMPLETE AND PROVIDE BUYER WITH A "COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES" GAR F55.</b>		✓
<b>EXPLANATION:</b>		

3. LEAD-BASED PAINT:	YES	NO
(a) Was any part of the residential dwelling on the Property or any painted component, fixture, or material used therein constructed or manufacture prior to 1978? <b>IF YES, THE "LEAD-BASED PAINT EXHIBIT" GAR F54 MUST BE EXECUTED BY THE PARTIES AND THE "LEAD-BASED PAINT PAMPHLET" GAR B11 MUST BE PROVIDED TO THE BUYER.</b>		✓

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4. STRUCTURAL ITEMS, ADDITIONS AND ALTERATIONS:	YES	NO
(a) Has there been any settling, movement, cracking or breakage of the foundations or structural supports of the improvements?		✓
(b) Have any structural reinforcements or supports been added?		✓
(c) Have there been any additions, structural changes, or any other major alterations to the original improvements or Property, including without limitation pools, carports or storage buildings?		✓
(d) Has any work been done where a required building permit was not obtained?		✓
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		✓
(f) Have any notices alleging such violations been received?		✓
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		✓
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		✓

EXPLANATION:

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): <u>2</u> years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?		✓
(c) Is any portion of the heating and cooling system in need of repair or replacement?		✓
(d) Does any dwelling or garage have aluminum wiring other than in the primary service line?		✓
(e) Are any fireplaces decorative only or in need of repair?		✓
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		✓

EXPLANATION:

6. SEWER/PLUMBING RELATED ITEMS:	YES	NO
(a) What is the drinking water source: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> well		
(b) If the drinking water is from a well, has there ever been a test the results of which indicate that the water is not safe to drink?		✓
(c) What is the sewer system: <input type="checkbox"/> public <input type="checkbox"/> private <input checked="" type="checkbox"/> septic tank		
(d) If the Property is served by a septic system, how many bedrooms was the septic system approved for by local government authorities? <u>3</u>		
(e) Is the main dwelling served by a sewage pump?		✓
(f) Has any septic tank or cesspool on Property ever been professionally serviced? If yes, please give the date of last service: _____		✓
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		✓
(h) Is there presently any polybutylene plumbing, other than the primary service line?		✓
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		✓

EXPLANATION:

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>17</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?	✓	
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		✓
EXPLANATION: <i>Tree fell on Screened Porch Roof about 10 yrs ago, and was removed. Minor repairs completed to Roof at that time.</i>		

8. FLOODING, DRAINING, MOISTURE, and SPRINGS:	YES	NO
(a) Is there now or has there been any water intrusion in the basement, crawl space or other parts of any dwelling or garage or damage therefrom?		✓
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?		✓
(c) Is any part of the Property or any Improvements thereon presently located in a Special Flood Hazard Area?		✓
(d) Has there ever been any flooding?		✓
(e) Are there any streams that do not flow year round or underground springs?		✓
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		✓
EXPLANATION:		

9. SOIL AND BOUNDARIES:	YES	NO
(a) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?		✓
(b) Is there now or has there ever been any visible soil settlement or movement?	✓	
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		✓
(d) Do any of the improvements encroach onto a neighboring property?		✓
EXPLANATION: <i>Several holes in front yard appeared 4-5 yrs ago. Found that stumps had been covered up during initial grading that had decayed, allowing hole to appear. Holes were filled with soil and asphalt repaired as needed.</i>		

10. TERMITES, DRY ROT, PESTS, and WOOD DESTROYING ORGANISMS:	YES	NO
(a) Is there any damage resulting from animals (such as squirrels, mice, possum or raccoons); insects (such as termites, bees and ants); or by fungi or dry rot?		✓
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	✓	
If yes, is it transferable? _____		
What is the cost? \$ _____		
If yes, company name/contact: _____		
Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date _____ Renewal Date _____		
(c) Is there a cost to maintain the bond, warranty or service contract?		
If yes, what is the annual cost? \$ _____		
EXPLANATION:		

11. ENVIRONMENTAL, HEALTH, and SAFETY CONCERNS:	YES	NO
(a) Are there any underground tanks or toxic or hazardous substances such as asbestos?		<input checked="" type="checkbox"/>
(b) Has Methamphetamine ("Meth") ever been produced on the Property?		<input checked="" type="checkbox"/>
(c) Have there ever been adverse test results for radon, lead, mold or any other potentially toxic or environmentally hazardous substances?		<input checked="" type="checkbox"/>

EXPLANATION:

12. LITIGATION and INSURANCE:	YES	NO
(a) Is there now or has there been any litigation therein alleging negligent construction or defective building products?		<input checked="" type="checkbox"/>
(b) Has there been any award or payment of money in lieu of repairs for defective building products or poor construction?		<input checked="" type="checkbox"/>
(c) Has any release been signed regarding defective products or poor construction that would limit a future owner from making any claims?		<input checked="" type="checkbox"/>
(d) During Seller's ownership have there been any insurance claims for more than 10% of the value of the Property?		<input checked="" type="checkbox"/>
(e) Is the Property subject to a threatened or pending condemnation action?		<input checked="" type="checkbox"/>
(f) How many insurance claims have been filed during Seller's ownership? <u>1</u>		<input checked="" type="checkbox"/>

EXPLANATION:

*Roof damage to Screen Porch. when trell fell on it.*

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		<input checked="" type="checkbox"/>

EXPLANATION:

14. AGRICULTURAL DISCLOSURE:	YES	NO
(a) Is Property within, partially within, or adjacent to any property zoned or identified on an approved county land use plan as agricultural or forestry use?		<input checked="" type="checkbox"/>
<p>It is the policy of this state and this community to conserve, protect, and encourage the development and improvement of farm and forest land for the production of food, fiber, and other products, and also for its natural and environmental value. This notice is to inform prospective property owners or other persons or entities leasing or acquiring an interest in real property that property in which they are about to acquire an interest lies within, partially within, or adjacent to an area zoned, used, or identified for farm and forest activities and that farm and forest activities occur in the area. Such farm and forest activities may include intensive operations that cause discomfort and inconveniences that involve, but are not limited to, noises, odors, fumes, dust, smoke, insects, operations of machinery during any 24-hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides, and pesticides. One or more of these inconveniences may occur as the result of farm or forest activities which are in conformance with existing laws and regulations and accepted customs and standards.</p>		

**ADDITIONAL EXPLANATIONS** (If needed):

Empty rectangular box for additional explanations.

**D. FIXTURES CHECKLIST**

**Directions on HOW TO USE:** It is often unclear what constitutes a fixture which remains with the Property versus personal property which does not remain with the Property. **To avoid disputes, Seller shall have the right to remove all items on the checklist below that are left blank THE ITEMS ON THE CHECKLIST BELOW THAT ARE CHECKED OR MARKED SHALL REMAIN WITH THE PROPERTY.** All items remaining with Property shall include remotes and/or all accessories necessary for use. Unless otherwise indicated, if an item is left blank, the Seller may remove all of that item from the Property. For example, if "Refrigerator" is left blank, Seller may remove all Refrigerators on the Property. This checklist is intended to supersede the common law of fixtures with regard to the items below. The common law of fixtures shall apply to all items not on this checklist. Seller shall remove all items left blank below prior to closing or the transfer of possession, whichever is later. Seller shall lose the right to remove those items not timely removed. In removing items, Seller shall use reasonable care to prevent and repair damage to the area where the item was removed.

**Appliances**

- Clothes Dryer
- Clothes Washing Machine
- Dishwasher
- Garage Door Opener
- Garbage Disposal
- Ice Maker
- Microwave Oven
- Oven
- Refrigerator w/o Freezer
- Refrigerator/Freezer
- Free Standing Freezer
- Stove
- Surface Cook Top
- Trash Compactor
- Vacuum System
- Vent Hood
- Warming Drawer
- Wine Cooler

**Home Media**

- Amplifier
- Cable Jacks
- Cable Receiver
- Cable Remotes
- Intercom System
- Internet HUB
- Internet Wiring
- Satellite Dish
- Satellite Receiver
- Speakers
- Speaker Wiring
- Switch Plate Covers

- Television (TV)
- TV Antenna
- TV Mounts/Brackets
- TV Wiring

**Interior Fixtures**

- Ceiling Fan
- Chandelier
- Closet System
- Fireplace (FP)
- FP Gas Logs
- FP Screen/Door
- FP Wood Burning Insert
- Light Bulbs
- Light Fixtures
- Mirrors
  - Wall Mirrors
  - Vanity (hanging) Mirrors
- Shelving Unit & System
- Shower Head/Sprayer
- Storage Unit/System
- Window Blinds (and Hardware)
- Window Shutters (and Hardware)
- Window Draperies (and Hardware)
- Unused Paint

**Landscaping / Yard**

- Arbor
- Awning
- Basketball Post
- Bird Goal

- Birdhouses
- Boat Dock
- Fence - Invisible
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building
- Porch Swing
- Statuary
- Stepping Stones
- Swing Set
- Tree House
- Trellis
- Weather Vane

**Recreation**

- Gas Grill
- Hot Tub
- Outdoor Furniture
- Outdoor Playhouse
- Pool
- Pool Equipment
- Pool Chemicals
- Sauna

**Safety**

- Alarm System (Burglar)
- Alarm System (Smoke/Fire)
- Security Camera
- Carbon Monoxide Detector
- Doorbell
- Door & Window Hardware

- Fire Sprinkler System
- Gate
- Safe (Built-In)
- Smoke Detector
- Window Screens

**Systems**

- A/C Window Unit
- Air Purifier
- Whole House Fan
- Attic Ventilator Fan
- Ventilator Fan
- Dehumidifier
- Generator
- Humidifier
- Propane Tank
- Propane Fuel in Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Solar Panel
- Sump Pump
- Thermostat
- Water Purification System (Filter)
- Water Softener System
- Well Pump

**Other**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**Clarification Regarding Multiple Items.** Items identified above as remaining with Property where Seller is actually taking one or more of such items shall be identified below. For example, if "Refrigerator" is marked as staying with the Property, but Seller is taking the extra refrigerator in the basement, the extra refrigerator and its location shall be described below. This section shall control over any conflicting or inconsistent provisions contained elsewhere herein.

**Items Needing Repair.** The following items remaining with Property are in need of repair or replacement:

**RECEIPT AND ACKNOWLEDGEMENT BY BUYER**

Buyer acknowledges receipt of this Seller's Property Disclosure Statement.

\_\_\_\_\_  
**1 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Buyer's Signature**

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Date

Additional Signature Page (F149)  is  is not attached.

**SELLER'S REPRESENTATION REGARDING THIS STATEMENT**

Seller represents that the questions in this Statement have been answered to the actual knowledge and belief of all Sellers of the Property

*Richard Mewborn*  
\_\_\_\_\_

**1 Seller's Signature**

Richard Mewborn Co-Trustee of Beth Mewborn Trust

\_\_\_\_\_  
Print or Type Name

10/2/18  
\_\_\_\_\_

Date

*Beth Mewborn*  
\_\_\_\_\_

**2 Seller's Signature**

Beth Mewborn Co-Trustee of Beth Mewborn Trust

\_\_\_\_\_  
Print or Type Name

10/2/18  
\_\_\_\_\_

Date

Additional Signature Page (F149)  is  is not attached.



FORT REALTY

LEAD-BASED PAINT EXHIBIT " \_\_\_\_\_ "



2018 Printing

This Exhibit is part of the Agreement with an Offer Date of \_\_\_\_\_ for the purchase and sale or lease of that certain Property known as: 276 Nursery Rd, Hartwell, Georgia 30643

1. Purchase and Sale or Lease Transaction Lead Warning Statement.

Every purchaser or tenant of any interest in residential property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

2. Seller's/Landlord's Disclosure. [Signatures] Initials of Seller / Landlord

- A. Presence of lead-based paint and/or lead paint hazard [check one below]:
B. Records and Reports available to the Seller/Landlord [check one below]:

3. Buyer's/Tenant's Acknowledgment. Initials of Buyer / Tenant

- A. Buyer/Tenant has received copies of all information, if any, listed above.
B. Buyer/Tenant has read and understands the above lead warning statement...
C. Buyer/Tenant has [check one below]:

4. Broker's Acknowledgment. [Signature] Initials of Broker or Licensee of Broker

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

5. Certification of Accuracy.

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

1 Buyer/Tenant Signature Date

2 Buyer/Tenant Signature Date

Additional Signature Page (F149/F150) [ ] is [ ] is not attached.

Selling/Leasing Broker Date

1 Seller/Landlord Signature Date

2 Seller/Landlord Signature Date

Additional Signature Page (F149/F150) [ ] is [X] is not attached.

Listing Broker Date

NOTE: It is the intent of this Exhibit that it be applicable to both the sale and leasing of Property. The use of terms like "Buyer/Tenant" shall mean either a Buyer or a Tenant or both as the context may indicate.

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675 85-86  
2-1-2011

2011 FEB 11  
*Kenneth Brown*

Return Recorded Deed to:  
Ridgway & Ridgway, LLP  
Attorneys and Counselors at Law  
P. O. Box 710  
Hartwell, GA 30643

[Use The Above Space For Recording Data]

**QUITCLAIM DEED**

STATE OF GEORGIA.

COUNTY OF HART.

This Indenture, Made and entered into on the 21<sup>st</sup> day of January, 2011, between

**ANTHONY LEE**

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

**BETH M. MEWBORN AND RICHARD S. MEWBORN  
AND THEIR SUCCESSOR(S) IN TRUST AS CO-TRUSTEES  
OF THE BETH M. MEWBORN TRUST AGREEMENT DATED JUNE 16, 2009**

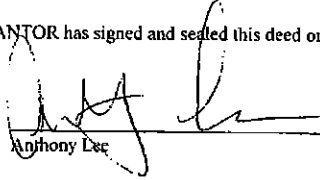
of 3652 Hector Lane, Naperville, Illinois 60564, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors, and assigns where the context requires or permits).

WITNESSETH: That the said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid to the said Grantor by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does give, grant, remise, release, and forever quitclaim unto the said Grantee all the right, title, interest, claim or demand the said Grantor has or may have had in and to the following described property to wit:

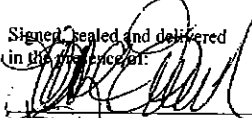
All that lot or parcel of land situate, lying and being in the 1119<sup>th</sup> District, G.M., Hart County, Georgia, containing 1.147 acres, more or less, and being known and designated as Lot No. 3 of a subdivision of lands of Lamar C. Jones and Patricia L. Jones and more particularly described on a plat entitled "Survey for Lamar C. Jones and Patricia L. Jones" by W. Slate Bauknight, Surveyor, dated August 7, 1998, recorded at Plat Book 31, Page 488, in the Office of the Clerk of the Superior Court of Hart County, Georgia, which said plat is hereby incorporated into this description by reference and made a part hereof.

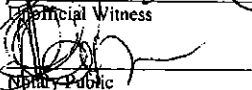
TO HAVE AND TO HOLD the said described property to the GRANTEE so that neither the GRANTOR nor any other person or persons claiming under GRANTOR, shall at any time, by any means, or ways, have, claim or demand any right or title to the aforesaid property, or its appurtenances, or any right thereof, but that same shall be to the only proper use, benefit and behoof of the said GRANTEE forever, in fee simple.

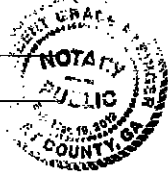
In Testimony Whereof the said GRANTOR has signed and sealed this deed on the day and year first herein written.

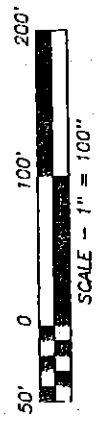
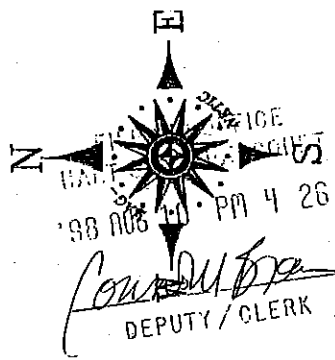
 (SEAL)  
Anthony Lee

Signed, sealed and delivered  
in the presence of:

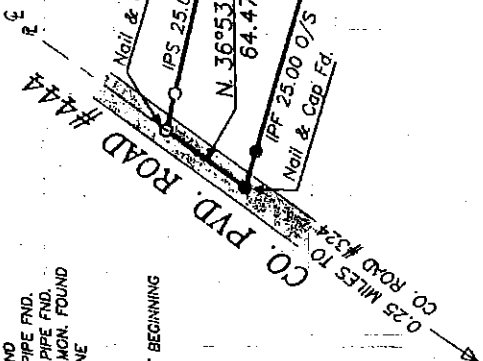
  
Notary Public

  
Official Witness  
My Comm. Expires: \_\_\_\_\_





RECORDED  
31-11-98  
488



- KEY:
- = IRON PIN FOUND
  - = 1/2" REBAR SET
  - = POINT ONLY
  - IPF = IRON PIN FOUND
  - RBF = REBAR FOUND
  - OTF = OPEN TOP PIPE FND.
  - CTF = CRIMP TOP PIPE FND.
  - CMF = CONCRETE MON. FOUND
  - P = PROPERTY LINE
  - C = CENTERLINE
  - N/S = NAIL SET
  - O/S = OFFSET
  - P.O.B. = POINT OF BEGINNING

Now or Formerly  
**RAYFORD McCURLEY**

THIS PLAT IS SUBJECT TO ANY  
EASEMENTS AND/OR RIGHTS  
OF WAY HERETOFORE GRANTED.

REFERENCE: PLAT BOOK 28/574  
& PLAT BOOK 31/129

U.S.A.  
LAKE HARTWELL

THIS PROPERTY IS NOT LOCATED IN A  
FEDERAL FLOOD HAZARD ZONE AS  
INDICATED BY F.E.M.A. MAP COMMUNITY  
PANEL #130467 0002 A.

THE FIELD EQUIPMENT USED FOR THIS SURVEY  
WAS A  
SOKKIA SET 5F

THE FIELD DATA UPON WHICH THIS PLAT IS  
BASED HAS A CLOSURE PRECISION OF ONE  
FOOT IN 15,000+ FEET AND AN ANGULAR  
ERROR OF 2 SEC. PER ANGLE POINT AND  
WAS ADJUSTED USING NO RULE. THIS  
PLAT HAS BEEN CALCULATED FOR CLOSURE  
AND IS FOUND TO BE ACCURATE WITHIN ONE  
FOOT IN 125,538 FEET.

I HEREBY CERTIFY, THAT IN MY OPINION  
THIS IS A CORRECT REPRESENTATION OF THE  
LAND PLATTED AND HAS BEEN PREPARED IN  
CONFORMITY WITH THE MINIMUM STANDARDS  
AND REQUIREMENTS OF THE LAW.

<p><b>LAMAR C. JONES &amp; PATRICIA L. JONES</b></p>	
COUNTY:	HART
G.M.D.:	1119
STATE:	GEORGIA
PARTY CHIEF:	BHC
DRAWN BY:	AARON B.
APPROVED BY:	WSB
CRD FILE:	LJONES3
PLI FILE:	LJONES3
<p>MEMBER SURVEYING AND MAPPING SOCIETY OF GEORGIA</p>	
<p><b>BAUKNIGHT &amp; ASSOCIATES, INC.</b></p> <p>STACY C. CARROLL GEORGIA RLS # 2729 1007 MILLER DRIVE ELBERTON, GA. 30635 706-213-7096</p> <p>706-376-5946 CALL TOLL FREE 1-888-376-5946</p>	
<p>SURVEYED BY:</p>	
COUNTY:	HART
DATE:	AUGUST 7, 1998
G.M.D.:	1119
SCALE:	1" = 100'