

RECORDED  
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DATE 12-22-2009  
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Hartwell, Georgia 30643

2009 DEC 22 PM 2:01

*Frankie Gray*  
DEPUTY CLERK

Hart County, Georgia  
Real Estate Transfer Tax  
Paid \$ 395.00  
Date 12-22-2009  
Frankie Gray, Clerk

STATE OF GEORGIA  
COUNTY OF HART

WARRANTY DEED  
(Joint Tenancy With Right of Survivorship)

THIS INDENTURE, made this 21<sup>st</sup> day of December, 2009, between T. Allen Nichols and Debra G. Nichols, of Gwinnett County, Georgia, hereinafter referred to as Grantors, and Frank J. Szalay, Jr. and Pamela M. Szalay, of Miami, Florida hereinafter referred to as Grantees:

WITNESSETH: That the Grantors 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 and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the Grantees as joint tenants, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following property, to-wit:

All that tract or parcel of land, with improvements thereon, lying and being in the 1115<sup>th</sup> G.M. District, Hart County, Georgia, containing 2.45 acres, more or less, and being known and designated as Lot No. Eight (8) of Hatton Ford Subdivision. This tract or parcel of land is bounded, now or formerly, substantially as follows: North by the right of way of Hatton Ford Road (GA HWY 51 Spur, County Road #540); East by Lot 7B of said Subdivision; South by property of the United States of America (Lake Hartwell); and West by property of Lake Hartwell Enterprises, Inc. This tract or parcel of land is more particularly shown and delineated by a plat of survey dated August 25, 1993, prepared by Bauknight & Assoc., Land Surveying, W. Slate Bauknight, Georgia Registered Land Surveyor, recorded in Plat Book 29, at Page 131 in the Office of the Clerk of the Superior Court of Hart County, Georgia. Said plat and the recordation thereof are by reference incorporated herein and made a part of this description.

The above-described property is conveyed subject to the following Restrictive Covenants as first set forth in a Warranty Deed dated April 20, 1992 by and between Lake Hartwell Enterprises, Inc. and Penny King, recorded in Deed Book 235, Pages 103-104, in the Office of the Clerk of the Superior Court of Hart County, Georgia:

"It is understood and agreed that no home of less than 1200 square feet of heated floor space shall be constructed on this property; no mobile homes of any description shall be placed on said property; no old houses shall be moved in; no concrete block houses can be constructed on this lot; no tents or campers shall be placed on said property for longer than two weeks in any one year. This property may be used for residential purposes only. Only one house can be built on this lot. These restrictions shall be for 50 years, then the owners may change them if they so desire."

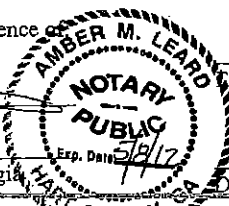
TO HAVE AND TO HOLD the said tract or parcel of land with all singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit, and behoof of the Grantees as joint tenants, for and during their natural lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND THE Grantors, their executors and administrators will warrant and forever defend the right and title to the above described property, unto the Grantees, as hereinabove provided, against the claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the Grantors have hereunto set their hand and seal the day and year first above written.

Signed, sealed, and delivered in the presence of *T. Allen Nichols* (SEAL)  
Allen Nichols

*Debra G. Nichols* (SEAL)  
Debra G. Nichols



WITNESS  
*Amber M. Leard*  
NOTARY PUBLIC, Hart County, Georgia  
Commission expiration: 05/08/2012

**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 10-13-18 for the Property (known as or located at: 1528 HATTON FORD ROAD 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>1993</u>		
(b) Is the Property vacant? If yes, how long has it been since the Property has been occupied? _____		X
(c) Is the Property or any portion thereof leased?		X
(d) Has the Property been designated as historic or in a historic district where permission must be received to make modifications and additions?		X

EXPLANATION: 2nd house

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?		X
(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>		X

EXPLANATION:

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>		X

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?		X
(b) Have any structural reinforcements or supports been added?	X	
(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?	X	
(d) Has any work been done where a required building permit was not obtained?		X
(e) Are there violations of building codes, housing codes, or zoning regulations (not otherwise grandfathered)?		X
(f) Have any notices alleging such violations been received?		X
(g) Is any portion of the main dwelling a mobile, modular or manufactured home?		X
(h) Was any dwelling or portion thereof (excluding mobile, modular and manufactured dwelling) moved to the site from another location?		X

**EXPLANATION:**

#

5. SYSTEMS and COMPONENTS:	YES	NO
(a) Approximate age of HVAC system(s): _____ years		
(b) Is any heated and cooled portion of the main dwelling not served by a central heating and cooling system?	X	
(c) Is any portion of the heating and cooling system in need of repair or replacement?		X
(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?		X
(f) Have there been any reports of damaging moisture behind exterior walls constructed of synthetic stucco?		X

**EXPLANATION:**

(b) Sun Room

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?		X
(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?		
(e) Is the main dwelling served by a sewage pump? <span style="float: right;">2.</span>		
(f) Has any septic tank or cesspool on Property ever been professionally serviced?	X	
If yes, please give the date of last service: <u>2015</u>		
(g) Are there any leaks, backups, or other similar problems with any portion of the plumbing, water, or sewage systems or damage therefrom?		X
(h) Is there presently any polybutylene plumbing, other than the primary service line?		X
(i) Has there ever been any damage from a frozen water line, spigot, or fixture?		X

**EXPLANATION:**

7. ROOFS, GUTTERS, and DOWNSPOUTS:	YES	NO
(a) Approximate age of roof on main dwelling: <u>2014</u> years.		
(b) Has any part of the roof been repaired during Seller's ownership?	X	
(c) Are there any roof leaks or other problems with the roof, roof flashing, gutters, or downspouts?		X
EXPLANATION: <u>New roof put on 2014</u>		

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?	X	
(b) Have any repairs been made to control water intrusion in the basement, crawl space, or other parts of any dwelling or garage?	X	
(c) Is any part of the Property or any improvements thereon presently located in a Special Flood Hazard Area?		X
(d) Has there ever been any flooding?		X
(e) Are there any streams that do not flow year round or underground springs?		X
(f) Are there any dams, retention ponds, storm water detention basins, or other similar facilities?		
EXPLANATION: <u>Water leak down wall from roof. Replaced roof with new angle. Remove and replaced outside + inside wall + installation + part of patio floor. All Fixed</u>		

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)?		X
(b) Is there now or has there ever been any visible soil settlement or movement?		X
(c) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?		X
(d) Do any of the improvements encroach onto a neighboring property?		X
EXPLANATION:		

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?		X
(b) Is there presently a bond, warranty or service contract for termites or other wood destroying organisms by a licensed pest control company?	X	
If yes, is it transferable?		
If yes, company name/contact: <u>American Pest Control</u>		
Coverage: <input type="checkbox"/> re-treatment and repair <input type="checkbox"/> re-treatment <input type="checkbox"/> periodic inspections only		
Expiration Date <u>Aug 2019</u> Renewal Date <u>Aug 2019</u>		
(c) Is there a cost to transfer and/or maintain the bond, warranty or service contract?		
If yes, what is the cost? \$ _____		
EXPLANATION:		

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

EXPLANATION: Radon tested + WAS normal, but we put system in for safety.  
Mold Found on 1 wall - this wall - installation removed + replaced

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

EXPLANATION:  
(f) for leak causing mold

13. OTHER HIDDEN DEFECTS:	YES	NO
(a) Are there any other hidden defects that have not otherwise been disclosed?		X

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?		X

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.

**ADDITIONAL EXPLANATIONS** (If needed):

[Empty 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) *Living Rm*
- 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
- Window Shutters
- Window Draperies
- Unused Paint

**Landscaping / Yard**

- Arbor
- Awning
- Basketball Post and Goal
- Birdhouses

- Boat Dock
- Fence - Invisible
- Dog House
- Flag Pole
- Gazebo
- Irrigation System
- Landscaping Lights
- Mailbox
- Out/Storage Building *Trance Ave*
- 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
- Humidifier
- Propane Tanks
- Propane Fuel in Tank
- Fuel Oil Tank
- Fuel Oil in Tank
- Sewage Pump
- Sump Pump
- Thermostat
- Water Purification System
- Water Softener System
- Well Pump

**Other**

- 3 Living Room Sofas*
- King Bed set downstairs*
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**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:

*Irrigation system needs dock pump. (we never used)*

**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

*Pamela Szalay*  
\_\_\_\_\_  
**1 Seller's Signature**

*Pamela Szalay*  
\_\_\_\_\_  
Print or Type Name

*10-13-18*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
**2 Seller's Signature**

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

\_\_\_\_\_  
Date

Additional Signature Page (F149)  is  is not attached.



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: 1528 Hatten Ford Road, 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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller or Landlord of any interest in residential real property is required to provide the Buyer or Tenant with any information on lead-based paint hazards from risk assessments or inspections in the Seller's or Landlord's possession and notify the Buyer or Tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**2. Seller's/Landlord's Disclosure.** DS

Initials of Seller / Landlord

A. Presence of lead-based paint and/or lead paint hazard [check one below]:

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

Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and Reports available to the Seller/Landlord [check one below]:

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

Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**3. Buyer's/Tenant's Acknowledgment.** DS

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 and has received the pamphlet "Protect Your Family from Lead in Your Home".

C. Buyer/Tenant has [check one below]:

Received a ten (10) day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**4. Broker's Acknowledgment.** SMW

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 \_\_\_\_\_

1 Seller/Landlord Signature Amelia Galay Date 10-13-18

2 Buyer/Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

2 Seller/Landlord Signature \_\_\_\_\_ Date \_\_\_\_\_

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

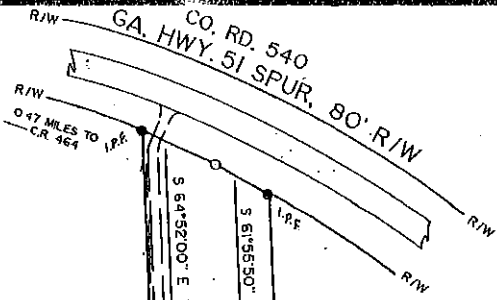
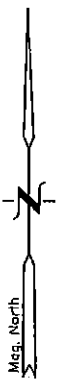
Additional Signature Page (F149/F150)  is  is not attached.

Selling/Leasing Broker \_\_\_\_\_ Date \_\_\_\_\_

Listing Broker Sherry Wheeler Date 10-29-18

**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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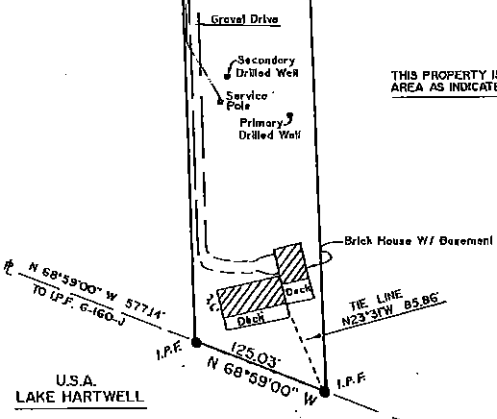
LOT 8  
2.45  
ACS.

LAKE HARTWELL  
ENTERPRISES, INC.

GEORGIA, HART COUNTY  
CLERK'S OFFICE, SUPERIOR COURT  
FILED FOR RECORD September 13  
19 93 AT 9:30 O'CLOCK A.M.  
RECORDED September 13 19 93  
ON BOOK NO. 589 PAGE 131  
Steve Brown  
(DEPUTY) CLERK

LAKE HARTWELL  
ENTERPRISES, INC.  
LOT 7B

THIS PROPERTY IS NOT LOCATED IN A FEDERAL FLOOD  
AREA AS INDICATED BY F.J.A. FLOOD HAZARD MAPS.



U.S.A.  
LAKE HARTWELL

*W. Steve Bauknight*

Survey For - <b>PENNY KING</b>	
Scale: 1" = 100'	State: GEORGIA
Date: 8-25-1993	County: HART
File No.: K-6-A	G.M.D.: 1115
Field Book: 7 p. 10	Drawn By: W.S.B.
Surveyed By: <b>BAUKNIGHT AND ASSOC., LAND SURVEYING</b> RTE. 1, BOX 63 CANON, GA. 30520 PH. NO. 706-376-8946	

