

RETURN TO:  
RIDGWAY & RIDGWAY, LLP  
Attorneys at Law  
P. O. Box 710  
Hartwell, Georgia 30643  
(706) 376-3991

FILED & RECORDED  
2013 JAN 28 AM 9:44

Elbert County, Georgia  
Real Estate Transfer Tax Paid  
\$ 185<sup>00</sup>  
Date 1-28-13  
Pat V. Anderson, Clerk  
D52-2013-56

PAT V. ANDERSON  
CLERK  
ELBERT SUPERIOR COURT

BOOK 546 PAGE 480-481

## WARRANTY DEED

State of Georgia,  
County of Hart.

THIS INDENTURE, made and entered into on this 21<sup>st</sup> day of January, 2013, between

### BLUE RIVER PROPERTIES, INC.

of 170 Sunflower Drive, Hartwell, GA 30643, as party of the first part, hereinafter referred to as Grantor,  
and

### BEN L. CLARK AND JUNE B. CLARK

of 3447 Robinson Road NE, Marietta, GA 30068-2443, as party of the second part, hereinafter referred to as Grantee (the words "Grantor" and "Grantee" to include their respective heirs, executors, administrators, successors and assigns where the context requires or permits, and, when appropriate, any kind of entity, either gender, and both singular and plural).

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, aliened, assigned, confirmed and conveyed, and by these presents does hereby grant, bargain, sell, alien, assign, confirm and convey unto the said Grantee, the following described property, to-wit:

All that tract or parcel of land lying and being in the 315<sup>th</sup> G.M. District of Elbert County, Georgia, designated as Tract V-B & Part of Tract V-A in a plat of survey, containing 148.15 acres, bounded now or formerly as follows: On the North by Coldwater Creek, Coldwater United Methodist Church, Lenville Anthony Owen, and Donald Wayne Ward; on the East by Part of Tract V-A (Michael J. & Rhonda M. Dyar); on the South by 30' right-of-way of Double Bridges Road (County Paved Road No. 193); and on the West by Tract V-C (Patricia Safrit).

Said tract being more particularly described as Tract V-B & Part of Tract V-A on a plat of survey for Benjamin L. & June B. Clark prepared by Dean H. Teasley Land Surveying, Inc., Registered Land Surveyor, dated March 7, 2007, revised January 8, 2013, recorded in Plat Book 30, Page 63, Elbert County, Georgia, Public Records. Said plat and the recordation thereof are by reference incorporated herein and made a part of this legal description.

Said property is conveyed subject to those Restrictive Covenants set forth in that certain Declaration of Covenants, Conditions and Restrictions dated February 19, 2007, recorded at Deed Book 437, Pages 137-139, in the Office of the Clerk of Superior Court of Elbert County, Georgia.



# SELLER'S PROPERTY DISCLOSURE STATEMENT (LOT/LAND) EXHIBIT " \_\_\_\_\_ "



2019 Printing

This Seller's Property Disclosure Statement ("Statement") is an exhibit to the Purchase and Sale Agreement with an Offer Date of \_\_\_\_\_ for Property known as or located at:  
148.150 acres+- Double Bridge Rd, Elberton Georgia 30635

This Statement contains Seller's disclosures to Buyer regarding the present condition of the Property, certain past repairs and the history of the Property.

**A. INSTRUCTIONS TO SELLER IN COMPLETING THIS DISCLOSURE STATEMENT.** In completing this Disclosure Statement, Seller agrees to:

- (1) answer all questions in reference to the Property (which, unless otherwise noted, shall include the improvements thereon);
- (2) leave no question unanswered;
- (3) answer all questions fully and accurately based upon the best knowledge and belief of all Sellers in the Lot/Land Purchase and Sale Agreement;
- (4) fully explain in the Additional Explanations paragraph any questions to which the answer is "yes" or "don't know" referencing the number of the question for which the additional explanation is being given; and
- (5) promptly revise the Statement and provide a copy of the same to the Buyer and any Broker involved in the transaction if prior to closing there are any material changes in the answers to any of the questions.

**B. HOW THIS STATEMENT SHOULD BE USED BY BUYER.** The answers of Seller below should not be a substitute for Buyer conducting a careful, independent evaluation of the Property. Caveat emptor or buyer beware is the law in Georgia. Buyer is expected to use reasonable care to identify defects in the Property and satisfy herself or himself that the Property is suitable for Buyer's needs and purposes. If an independent evaluation of the Property reveals potential problems or areas of concern that would cause a reasonable buyer to investigate further, Buyer may not have legal recourse if Buyer fails to investigate further.

**C. DISCLOSURES.**

	Yes	No	Don't Know
<b>1. OCCUPANCY:</b>			
(a) Is the Property vacant? If yes, how long has it been since Seller occupied the Property? <u>LAND</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Is the Property or any portion thereof leased?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>2. COVENANTS, FEES AND ASSESSMENTS:</b>			
(a) Is the Property subject to a recorded Declaration of Covenants, Conditions and Restrictions ("CC&Rs") or other similar restrictions?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Is the Property part of a condominium or community in which there is a homeowners' association? [IF YES, SELLER IS INSTRUCTED TO ADDITIONALLY FILL OUT AND PROVIDE TO BUYER A COMMUNITY ASSOCIATION FEES, DISCLOSURES AND RELATED ISSUES EXHIBIT, GAR F322].	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>3. THE PROPERTY:</b>			
(a) How many acres are in Property? <u>148.15 +/-</u>			
(b) What is the current zoning of Property? _____			
(c) Will conveyance of Property exclude any mineral, oil and timber rights?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Are there any governmental allotments committed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Have any licenses or usage permits been granted for, but not limited to, crops, minerals, hunting, water, grazing or timber?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>4. SOIL, TREES, SHRUBS AND BOUNDARIES:</b>			
(a) Is there any fill dirt on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) Are there any landfills (other than foundation backfill), graves, burial pits, caves, mine shafts, trash dumps or wells (in use or abandoned)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Is there now or has there ever been any visible soil settlement or movement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Is any part of Property located in a 100 year Special Flood Hazard Area where there is at least a 1% chance of a flood in any given year?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) Are there any drainage or flooding problems on Property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(f) Are there any diseased or dead trees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(g) Are there presently any encroachments, unrecorded easements or boundary line disputes with a neighboring property owner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Reese Oglesby IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 461-1831.



Yes	No	Don't Know
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**5. TOXIC SUBSTANCES:**

- (a) Are there any underground tanks or toxic or hazardous substances such as asbestos? \_\_\_\_\_  \_\_\_\_\_
- (b) Has Property ever been tested for radon or any other environmental contaminates? \_\_\_\_\_  \_\_\_\_\_

**6. OTHER MATTERS:**

- (a) Have there been any inspections in the past year?  
If yes, by whom and of what type? \_\_\_\_\_ \_\_\_\_\_  \_\_\_\_\_
- (b) Are there any violations of local, state or federal laws, codes or regulations with respect to Property? \_\_\_\_\_  \_\_\_\_\_
- (c) Have you received notices by governmental or quasi-governmental agency affecting Property? \_\_\_\_\_  \_\_\_\_\_
- (d) Are there any existing or threatened legal actions affecting Property? \_\_\_\_\_  \_\_\_\_\_
- (e) Is there any system or item on Property which is leased or which has a fee associated with its use? \_\_\_\_\_  \_\_\_\_\_
- (f) Are there any private or undedicated roadways for which owner may have financial responsibility? \_\_\_\_\_  \_\_\_\_\_
- (g) If Property is served by well water, is the well on Property? \_\_\_\_\_  \_\_\_\_\_
- (h) Has the Property been enrolled in a Conservation Use Program? \_\_\_\_\_  \_\_\_\_\_  
If yes, when was the Property enrolled? 2013 OR 14 N/A
- (i) Are there any other latent or hidden defects that have not otherwise been disclosed? \_\_\_\_\_ \_\_\_\_\_

**7. AGRICULTURAL DISCLOSURE:**

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? \_\_\_\_\_  \_\_\_\_\_

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.

**8. UTILITIES:**

Seller warrants that the following utilities serve Property. (The term "serve" shall mean: the indicated utilities and services are available and functional at the property line.) Check (✓) only those utilities below that are included in the sale of Property. [The utilities listed below that are not checked do not serve Property.]

- |   |   |
|---|---|
| <input type="checkbox"/> Electricity        | <input type="checkbox"/> Public Sewer       |
| <input type="checkbox"/> Natural Gas        | <input type="checkbox"/> Public Water       |
| <input type="checkbox"/> Telephone          | <input type="checkbox"/> Private/Well Water |
| <input type="checkbox"/> Cable Television   | <input type="checkbox"/> Shared Well Water  |
| <input type="checkbox"/> Garbage Collection | <input type="checkbox"/> Other _____        |

**9. ADDITIONAL EXPLANATIONS FOR ALL QUESTIONS ANSWERED "YES": [Explanations should reference the number of the question for which more detailed information is being provided.]**

1. UNIMPROVED LAND  
 4B, ABANDONED WELL NEAR HOME PLACE  
 4h & 7 IN CONSERVATION. SINCE 2013 OR 14?

Additional pages are attached.

**SELLER'S REPRESENTATION REGARDING SELLER'S LOT/LAND PROPERTY DISCLOSURE STATEMENT:**

Seller represents that Seller has followed the instructions to Seller in Completing This Disclosure Statement set forth in Paragraph A above and will follow the same in updating this Disclosure Statement as needed from time to time.

Seller: *[Signature]*  
Ben Clark

Date: 1-17-19

Seller: *[Signature]*  
June Clark

Date: 1-17-19

Additional Signature Page (F267) is attached.

**RECEIPT AND ACKNOWLEDGMENT BY BUYER:**

Buyer acknowledges the receipt of this Seller's Lot/Land Property Disclosure Statement.

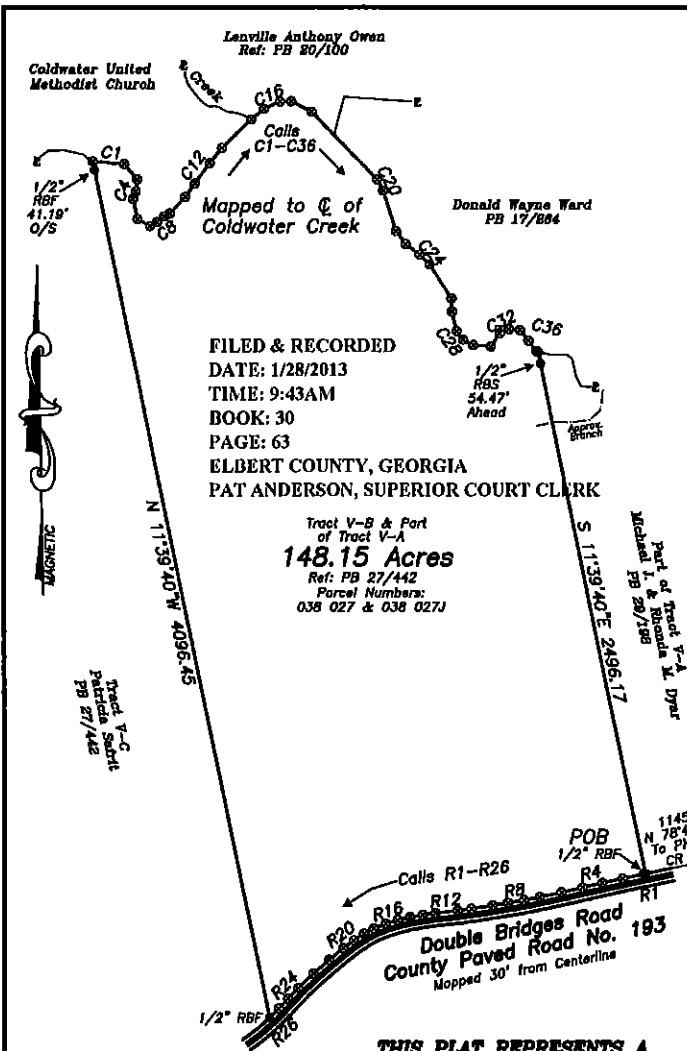
Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

Additional Signature Page (F267) is attached.



FILED & RECORDED  
 DATE: 1/28/2013  
 TIME: 9:43AM  
 BOOK: 30  
 PAGE: 63  
 ELBERT COUNTY, GEORGIA  
 PAT ANDERSON, SUPERIOR COURT CLERK

Tract V-B & Part  
 of Tract V-A  
**148.15 Acres**  
 Ref: PB 27/442  
 Parcel Numbers:  
 038 027 & 038 027J

Course	Bearing	Distance
C1	S 85°20'45" E	147.82
C2	S 40°16'45" E	93.03
C3	S 07°19'35" W	55.88
C4	S 21°05'40" W	38.15
C5	S 12°53'45" E	97.12
C6	S 61°22'05" E	68.61
C7	N 60°32'40" E	37.34
C8	N 51°15'30" E	44.49
C9	N 63°08'20" E	29.28
C10	N 42°54'00" E	108.65
C11	N 36°08'50" E	78.95
C12	N 35°59'00" E	117.21
C13	N 39°18'50" E	91.98
C14	N 45°50'00" E	192.33
C15	N 50°11'00" E	78.31
C16	N 66°25'35" E	83.37
C17	N 80°26'40" E	62.30
C18	S 63°25'10" E	109.06
C19	S 43°52'10" E	441.08
C20	S 28°51'50" E	59.46
C21	S 17°34'05" E	198.73
C22	S 38°53'25" E	75.00
C23	S 63°08'20" E	82.59
C24	S 46°12'10" E	66.40
C25	S 32°39'50" E	189.86
C26	S 02°03'30" E	61.59
C27	S 13°26'10" E	93.60
C28	S 36°25'00" E	50.04
C29	S 62°02'35" E	64.55
C30	S 85°22'50" E	81.43
C31	N 35°24'00" E	75.88
C32	N 63°14'20" E	47.33
C33	S 84°27'60" E	50.66
C34	S 39°31'35" E	62.81
C35	S 36°00'10" E	64.13
C36	S 76°53'25" E	8.75

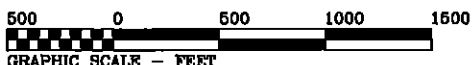
THE FIELD EQUIPMENT USED FOR THIS SURVEY WAS A TRIPOLI 100' TYPED LEVEL. THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 100,000 FEET AND AN ANGULAR ERROR OF 1 SEC. PER ANGLE POINT AND WAS ADJUSTED USING THE COLLIER METHOD. THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 FEET. I HEREBY CERTIFY THAT IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN ACCORDANCE WITH THE GEORGIA STANDARDS AND REGULATIONS FOR SURVEYING.  
*Travis R. Teasley*  
 GEORGIA REGISTERED LAND SURVEYOR

Course	Bearing	Distance
R1	S 78°12'40" W	7.23
R2	S 78°01'10" W	102.15
R3	S 77°41'15" W	97.41
R4	S 77°10'40" W	96.78
R5	S 77°19'43" W	102.19
R6	S 78°15'15" W	107.08
R7	S 78°52'35" W	74.80
R8	S 79°30'50" W	76.52
R9	S 80°47'40" W	73.55
R10	S 81°23'45" W	100.83
R11	S 82°19'00" W	64.98
R12	S 83°46'50" W	103.90
R13	S 82°22'50" W	61.51
R14	S 80°03'35" W	61.82
R15	S 76°42'55" W	59.05
R16	S 73°03'10" W	59.23
R17	S 68°26'15" W	60.85
R18	S 62°06'30" W	51.77
R19	S 56°09'40" W	57.59
R20	S 52°43'40" W	59.93
R21	S 50°40'50" W	66.63
R22	S 49°11'30" W	97.96
R23	S 46°54'15" W	99.29
R24	S 43°39'10" W	68.84
R25	S 43°17'50" W	63.88
R26	S 45°18'00" W	61.00

**THIS PLAT REPRESENTS A BOUNDARY SURVEY OF 148.15 ACRES COMPRISED OF PARCEL NUMBERS C38 027 & C38 027J, ELBERT COUNTY RECORDS.**

**Notes:**  
 1) Property subject to any valid & enforceable Easements, Restrictions, & Right-of-Way of Record.  
 2) Survey is valid only if print has original Seal & Signature of surveyor.  
 3) Surveyor has made no investigation or independent search for Easements of Record, Encumbrances, Restrictive Covenants, Ownership Title Evidence, or any other facts that an accurate title search may disclose.  
 All Roads subject to any existing Easements and/or Right-of-Way

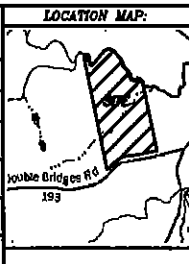
**Legend:**  
 ⊙ = Point Only  
 ⊛ = Iron Pin Found  
 RFB = Rebar Found  
 PKT = PK Nail Found  
 O/S = Offset  
 E = Property Line  
 R/W = Right of Way  
 FOB = Point of Beginning



SURVEY FOR: **Benjamin L. & June B. Clark**

COUNTY: Elbert	G.M.D.: 316	CITY: N/A	STATE: Georgia
DATE: March 7, 2007	REVISIONS: January 8, 2013	SCALE: 1"=500'	
DRAWN BY: T. Teasley		PARTY CHIEF / CREW: TT/DT-AT-JC	
CRD FILE: F260.CRD		DWG NO: F260CLARK.DWG	

**DEAN H. TEASLEY**  
 LAND SURVEYING, INC.  
 GEORGIA & SOUTH CAROLINA REGISTERED LAND SURVEYOR  
 GEORGIA REG. 1888 SOUTH CAROLINA REG. 8044  
 16 HERITAGE ROAD HARTWELL, GEORGIA 30643  
 PHONE (706)376-4938 FAX (706)376-6005  
 TRAVIS R. TEASLEY GA RLS NO. 3116



After Recording Return To:  
Ridgway & Ridgway, LLP  
P. O. Box 710  
Hartwell, GA 30643

FILED & RECORDED

2007 FEB 23 P 4: 15

PAT VANCE  
CLERK  
ELBERT SUPERIOR COURT  
24

Please Record From Blue River  
Properties, Inc., Grantor, to Blue  
River Properties, Inc., Grantee

Book 437 Page 137-139  
Doc # 692

STATE OF GEORGIA  
COUNTY OF HART

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

This declaration is, made on the date hereinafter set forth by Blue River Properties, Inc., a Georgia corporation, hereinafter referred to as "Declarant."

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of certain real property in the County of Elbert, State of Georgia, which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference; and

**WHEREAS**, Declarant is developing and subdividing the above-described property, and in connection therewith Declarant wishes to ensure the proper use, development and improvement of such Property so as to protect the subsequent owners and occupants of the subdivided properties by restricting the use of all portions of the subdivided property for purposes consistent with the overall development of the property an attractive and desirable manner and by encouraging the erection of attractive, harmonious and appropriately located permanent improvements:

**NOW, THEREFORE**, Declarant hereby declares that all of the Property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the property and which will run with the title to the real property and be binding on all parties having any right, title of interest in the described Property or having any part thereof, their heirs, successors and assign, and shall inure to the benefit of each Owner thereof:

1. No poultry houses, hog parlors, feed lots, nor animal kennels shall be placed on said property. No swine or poultry of any kind shall be raised, bred, or kept on the above described property. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose or maintained in such a way as to be an annoyance or nuisance.
2. No noxious or offensive activity shall be carried on upon the above described property, nor shall

anything be done on the above described property that may become an annoyance or nuisance to the adjoining property.

- 3. No vehicle or equipment salvage yards, junk yards or waste dumps shall be placed on said property.
- 4. No mobile home or modular home of any description shall be placed on the above described property.
- 5. No part of any dwelling, accessory building, appurtenance, or extra feature shall be constructed nearer than ten (10) feet from any side property line.
- 6. No temporary shacks, shanties, or outdoor toilets shall be constructed or placed on the above described property.
- 7. No motor sports tracks shall be constructed or placed on the above described property.

Any Owner or Occupant of any portion of the herein described property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions and covenants imposed by the provisions of the Declaration. If an Owner or Occupant is successful in any such proceeding brought to enforce the provisions of this Declaration or any lien provided for herein, such successful party shall be entitled to recover from the defendant or defendants all costs and attorneys' fees reasonably incurred in such proceeding. Failure by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Blue River Properties, Inc. (by and through its duly authorized officer) has caused this instrument to be executed as of the 19 day of February, 2007.

Blue River Properties, Inc.

BY: [Signature]  
Its President

Signed, sealed and executed in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public.  
My Commission Expires: 11-15-09

