

STATE OF GEORGIA
COUNTY OF ROCKDALE

**A RESOLUTION TO COMPLY WITH THE PROVISIONS OF OFFICIAL CODE
OF GEORGIA ANNOTATED, TITLE 32, CHAPTER 3, ARTICLE 1, SECTION 32-
3-3-(B) AND ALL RELATED LAWS FOR THE EXCHANGE OF REAL
PROPERTY FOR PUBLIC ROAD PURPOSES**

Re: Exchange of real property constituting the following Public Roads to wit: “Old Pine Road” located in Land Lot 350 of the 16th District of Rockdale County, Georgia as shown on Exhibit “C” and described in Exhibit “A”, which is to be surrendered in exchange, and all or new portions of “Harvest Mill Run”, “Tiller Mill Lane” and “Lydia’s Walk”, all also located in Land Lot 350 of the 16th District of Rockdale County, Georgia as shown on Exhibit “C” and described in Exhibit “B”, which are to be acquired in exchange, Rockdale County records and also available for inspection at the Rockdale County administrative offices located at 962 Milstead Avenue, Conyers, Georgia 30012

WHEREAS, the Board of Commissioners of Rockdale County has determined that the above Old Pine Road has ceased to be used by the public to the extent that no substantial public purpose is served by them; and

WHEREAS, the Board of Commissioners, pursuant to the above referenced Georgia law, desires to exchange and dispose of said road right of way property; and

WHEREAS, the Board of Commissioners has determined that the acceptance of the donation and opening of all or new portions of “Harvest Mill Run”, “Tiller Mill Lane” and “Lydia’s Walk”, within Harvest Mill Subdivision, Phase 2B, shall serve substantial public purpose and shall be used by the public; and

WHEREAS, the Board of Commissioners, pursuant to the above referenced Georgia law, is also desirous of accepting in exchange said donation of all or new portions of “Harvest Mill Run”, “Tiller Mill Lane” and “Lydia’s Walk”, which are to be dedicated by the developer of Harvest Mill Subdivision, Phase 2B; and,

WHEREAS, the Board of Commissioners, in satisfaction of OCGA Sec. 32-3-3(b), has caused a current appraisal of all said parcels of real estate to be completed, with the exchanged “Old Pine Road” having a current value of \$2,780.00; and the portions of “Harvest Mill Run”, “Tiller Mill Lane” and “Lydia’s Walk” to be acquired in exchange, having a current value of \$9,956.00 – which is of greater value than the property relinquished in exchange, such that an exchange of the referenced parcels in in the best interest of Rockdale County, Georgia; and

WHEREAS, notice of the public hearing to adopt this resolution has been advertised in The Rockdale Citizen once a week for two weeks; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of Rockdale County, Georgia, and it is hereby resolved by the authority of the same as follows:

That “Old Pine Road” located in Land Lot 350 of the 16th District of Rockdale County, Georgia, as shown on Exhibit “C” and described in Exhibit “A”, Rockdale County, Georgia, and also available for inspection at the Rockdale County administrative offices located at 962 Milstead Avenue, Conyers, Georgia 30012, has ceased to be used by the public to the extent that no substantial public purpose is


served by it. The above referenced road shown on Exhibit "C" and described in Exhibit "A" attached hereto and made a part hereof as heretofore described shall no longer be part of the Rockdale County public road system and the right of the public in and to said road as a public road shall cease;

AND,

That all or new portions of "Harvest Mill Run", "Tiller Mill Lane" and "Lydia's Walk", located in Land Lot 350 of the 16th District of Rockdale County, Georgia, as shown on Exhibit "C" and described in Exhibit "B", Rockdale County, Georgia, and also available for inspection at the Rockdale County administrative offices located at 962 Milstead Avenue, Conyers, Georgia 30012, shall serve substantial public purpose and shall be used by the public. The above referenced roads shown on Exhibit "C" and described in Exhibit "B" attached hereto and made a part hereof as heretofore described shall be added to, and made a part of the Rockdale County public road system and the public shall have and possess the right to use said road as a public road.

SO RESOLVED, this 22 day of may, 2020.

**ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS**

By: 
Osborn Nesbitt, Sr., Chairman

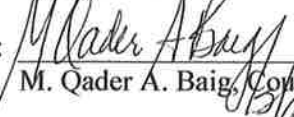
By: 
Sherri L. Washington, Esq., Commissioner Post I

By: _____
Dr. Doreen Williams, Commissioner Post II

ATTEST:


Jennifer O. Rutledge, County Clerk

APPROVED AS TO FORM:

By: 
M. Qader A. Baig, County Attorney

After recording, please return to:

C. David Strickland, Esq.
PO Box 70
Covington, GA 30015-0070

Space Above This Line for Recorder's Use

STATE OF GEORGIA

COUNTY OF ROCKDALE

QUITCLAIM DEED

THIS INDENTURE is made this 23rd day of July, 2020, by and among **ROCKDALE COUNTY, GEORGIA**, (hereinafter referred to as "**Grantor**"), and **SILVERSTONE RESIDENTIAL, LLC**, a Georgia limited liability company (hereinafter "**Grantee**"). The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural, and their respective heirs, successors and assigns where the context hereof requires or permits.

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee, all of Grantor's interest in and to all that tract or tracts or parcel or parcels of land as more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has duly executed and sealed this indenture, and delivered this indenture to Grantee, all the day and year first written above.

GRANTOR:

ROCKDALE COUNTY, GEORGIA

Signed, sealed and delivered
in the presence of:

Patricia Pearson
Unofficial Witness

Andrea Lee
Notary Public

My Commission Expires:

October 4, 2022
(NOTARIAL SEAL)

By: [Signature]
Osborne Nesbitt, Sr., Chairman

Attest: [Signature]
Jennifer O. Rutledge, County Clerk



EXHIBIT A

Old Pine Road Right of Way

All that tract or parcel of land lying and being in Land Lot 350 of the 16th District of Rockdale County, Georgia and being more particularly described as follows:

COMMENCING at the intersection of the easterly right of way of Queenie Smith Road (right of way width varies) and the Northerly right of way of Georgia State Route #138 (right of way width varies); and as described in Deed Book 4965 Page 168 running thence in a northerly direction along the eastern right of way of Queenie Smith Road 165.25 feet to a 1/2 inch capped rebar found, said point being the POINT OF BEGINNING;

THENCE continuing along the right of way North 37 degrees 25 minutes 51 seconds West for a distance of 40.16 feet to a 3/8 inch rebar found; THENCE leaving the said right of way North 56 degrees 18 minutes 54 seconds East for a distance of 769.59 feet to a 3/8 inch rebar found; THENCE South 00 degrees 45 minutes 23 seconds West for a distance of 48.75 feet to a point; THENCE South 56 degrees 19 minutes 42 seconds West for a distance of 539.33 feet to a 5/8 inch capped rebar found; THENCE South 56 degrees 18 minutes 56 seconds West for a distance of 200.07 feet to a 1/2 inch capped rebar found on the easterly right of way of Queenie Smith Road, said point being the POINT OF BEGINNING.

The above described tract contains 0.695 acres +/-, and is further shown and identified as "Old Pine Log Road Right of Way", according to Site Development Plans for Harvest Mill Subdivision, prepared by Civil Consulting, LLC, and stamped/certified by Corey Bryson Guthrie, Georgia Registered Engineer No. 30049, said plans dated June 11, 2019, the same being attached hereto as Exhibit "C", said tract being further identified thereon and highlighted in green.

CONTRACT FOR THE EXCHANGE OF REAL PROPERTY

GEORGIA, ROCKDALE COUNTY

THIS CONTRACT, made as of this 23rd day of July, 2020, by and among **SILVERSTONE RESIDENTIAL, LLC** (hereinafter referred to as "Seller"), the **ROCKDALE COUNTY, GEORGIA**, (hereinafter referred to as "Purchaser").

WITNESSETH

WHEREAS, Seller wishes to exchange with Purchaser, and Purchaser wishes to exchange with Seller, certain real property more particularly described hereinafter and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and for other valuable considerations, in hand paid by Purchaser to Seller and by Seller to Purchaser, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby covenant and agree as follows:

1. Exchange of Property. Seller agrees to convey to Purchaser, and Purchaser agrees to receive from Seller, upon the terms and conditions hereinafter provided, that certain real property located in Rockdale County, Georgia and being more particularly described within the Resolution in Exhibit "A", which is attached hereto and by reference made a part hereof, (which property is more particularly described on Exhibits "B" and "C", within said Resolution), together with any improvements located thereon, all plants, trees and shrubbery located thereon, and all right, title and interest of Seller in and to any public rights-of-way or private drives adjacent thereto (all of which property is collectively hereinafter referred to as "Tract B"). In exchange for such conveyance, Purchaser agrees to convey to Seller, and Seller agrees to receive from Purchaser, upon the terms and conditions hereinafter provided, within the Resolution in Exhibit "A", which is attached hereto and by reference made a part hereof, (which property is more particularly described on Exhibits "A" and "C", within said Resolution), which is attached hereto and by reference made a part hereof, together with any improvements located thereon, all plants, trees and shrubbery located thereon, and all right, title and interest of Seller in and to any public rights-of-way or private drives adjacent thereto (all of which property is collectively hereinafter referred to as "Tract A").

2. Purchase Price. The exchange of Tract 1 and Tract 2 by the Purchaser and Seller shall be in accordance with O.C.G.A. § 32-3-3(b). No additional compensation shall be paid by either the Purchaser or the Seller.
3. Closing and Closing Date. The closing of the purchase and sale of the Property (hereinafter referred to as the "Closing") shall be held at a time during normal business hours at the offices of Purchaser's attorney in Covington, Georgia. The Closing date shall be selected by Purchaser; however, the Closing shall occur on a date and at a time certain no more than ten (10) days after Purchaser has satisfied itself of all of the Conditions and Contingencies as set forth in Paragraph 7 and the Special Stipulations as set forth in Paragraph 15.
4. Conveyance of Property. Seller and Purchaser warrant that each presently has title to Tract 1 and Tract 2 (hereinafter referred to collectively as the "Property"), and at the time the sale is consummated, each agrees to convey good and marketable title to the Property via Quit Claim Deed. Good and marketable title is hereby defined as title which is insurable by a national title company at its standard rates without exception other than the following permitted title exceptions: Zoning ordinances affecting said Property; easements above the surface of the Property for public utilities for distribution purposes (not transmission) along one or more of the Property lines; and current state and county ad valorem property taxes not yet due and payable.
5. Title Examination. Both Seller and Purchaser shall move within a reasonable time and in good faith after acceptance of this Agreement to examine title and to furnish the other party with a written statement of objections affecting the marketability of said title. Each party hereto shall have fifteen (15) days after receipt of such objections to satisfy all valid objections, and if either party fails to satisfy such valid objections within such fifteen (15) day period, then at the option of the either party, evidenced by written notice to the other party:
 - 5.1 Either party may waive any objections and consummate the transaction subject to such objections; or
 - 5.2 Either party may terminate this Agreement and, thereafter, no party to this Agreement shall have any further rights, obligations or liabilities hereunder; or
6. Warranties. Seller warrants to Purchaser, and Purchaser warrants to Seller, as follows:

6.1 Each party presently has good and marketable fee simple title to the property.

6.2 The Property will be in substantially the same condition at time of the closing as on the date hereinabove first written.

6.3 No portion of the property lies within the 100-year flood plain.

6.4 Neither Seller nor Purchaser has no actual or constructive notice or knowledge either (a) of the existence of "hazardous materials" (as defined hereinafter) on or within the ground or ground water of the Property, or (b) that any such hazardous materials have been spilled, released or disposed of on or within the Property. As used herein, the term "hazardous materials" means any "hazardous substances" or "hazardous waste" as defined in, or with reference to, the Resource Conservation Recovery Act, 42 USC 6901, et. seq. and/or the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et. seq., as amended; or any pollutant or contaminate or hazardous, dangerous or toxic chemical, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended.

7. Conditions and Contingencies. The consummation of this transaction as contemplated by the terms of this Agreement is subject to all of the following conditions and contingencies:

8. Termination. In addition to all other rights of Seller or Purchaser under this Agreement as provided by law (and not in lieu of any such rights) , Seller or Purchaser, at either party's sole election or sole discretion, may cancel and terminate this Agreement by written notice to the other party, if any one or more of the following conditions or states of fact shall exist at the closing date.

8.1 Any notice shall be given of proceeding filed or commenced by any governmental authority or other agency having powers of condemnation concerning the property or any portion thereof.

8.2 The property or any portion thereof shall be substantially damaged or destroyed by earthquake, erosion, flooding, or by force of nature or act of God after the date hereinabove first written.

8.3 Seller or Purchaser shall not have cured any valid objections to or defects in title as required by and within the time prescribed in paragraph 7 hereinabove.

8.4 The failure of Seller's warranty set forth in paragraph 9 hereinabove to be true and correct on the date of closing.

8.5 Failure of either party to deliver to the other party at closing the Quit Claim Deed described in paragraph 4 hereinabove.

8.6 (a) Failure of either party to deliver to the other party at closing an affidavit stating that there are no unpaid or unsatisfied mortgages, security deeds, liens or other encumbrances which could constitute a lien against the Property; that there are no disputes concerning the location of the lines and corners of the Property; that there are no pending suits, proceedings, judgments, bankruptcies, liens, or executions against or affecting either party in either the county in which the Property is located or in any other county in the State of Georgia which would affect title to the Property; that there are no outstanding bills incurred for the labor and materials used in making improvements or repairs on the Property or for services of architects, surveyors or engineers incurred in connection therewith.

(b) Failure of either party to deliver at closing an affidavit or certificate with respect to Section 1445 of the Internal Revenue Code stating that the party is not a foreign person as defined in Section 1445 and applicable regulations thereunder, Certification of Non-Foreign status.

9. Broker's Commission. Purchaser and Seller represent and warrant each to the other that they have not discussed this Agreement or the subject matter hereof with, and have not engaged in any fashion or any connection with this transaction the services of, any real estate or other broker, agent or salesman so as to create a commission or similar fee with respect to the purchase and sale of the property contemplated by this Agreement. It is understood and agreed that no commission shall be due hereunder. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the property contemplated by this agreement.

10. Survival of Provisions. All covenants, warranties, representations and agreements set forth in this Agreement shall survive the Closing and will survive the execution of all deeds and other documents at any time executed and delivered under, pursuant to, or by reason of this Agreement.
11. Real Estate Taxes. All real estate taxes on the Property for the calendar year in which the sale is closed shall be pro-rated as of the date of closing.
12. Closing Costs. Except as otherwise provided in this Agreement, Closing costs shall be paid by the Purchaser; provided, however, that any title insurance requested by the Seller shall be paid by the Seller; Seller shall also pay for Seller's attorney's fees.
13. Notices. Any notices which may be permitted or required hereunder to be given to Purchaser and/or Seller shall be in writing and shall be deemed to have been duly given as of the date and time the same are deposited in the United States Postal Service, postage pre-paid, and to be mailed by registered or certified mail, return receipt requested, and addressed to the parties as follows:

To the Seller: SILVERSTONE RESIDENTIAL, LLC

To the Purchaser: ROCKDALE COUNTY, GEORGIA

14. Miscellaneous. The parties further agree as follows:
 - 14.1 Possession of the Property shall be delivered to each party upon delivery of the deeds from the other party.
 - 14.2 No failure of either party to exercise any power herein given or to insist upon strict compliance with any obligation specified herein and no custom or practice at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms and provisions of this Agreement.

- 14.3 This Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, among the parties not invited herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon all of the parties hereto unless such amendment is in writing and executed by all parties hereto.
- 14.4 The provisions of this Agreement shall inure the benefit of and shall be binding upon the parties hereto and their respective successors, representatives, heirs or assigns.
- 14.5 This Agreement and all rights and obligations of the parties hereunder shall be construed under and according to the laws of the State of Georgia.
- 14.6 Time is of the essence of this Agreement.
- 14.7 This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.
- 14.8 If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be effected thereby but shall be enforced to the greatest extent permitted by law.
15. Special Stipulations. Special Stipulations, if any, are set forth herein. Such special stipulations, if in conflict with any of the foregoing provisions of this Agreement, shall control:
- 15.1 Notwithstanding the provisions contained in Paragraph 4 for establishing the date of closing, in the event this transaction does not close on/or before May 31, 2020, then this Agreement shall expire and shall be of no further force and effect and shall be rescinded and terminated, unless otherwise extended in writing by Seller and Purchaser.
- 15.2 This Agreement is subject to Purchaser satisfying the requirements of O.C.G.A. § 32-3-3(b).

16. Offer. This instrument, until executed by Purchaser, shall constitute an offer from Seller to Purchaser, open for acceptance until the ____ day of _____, 2020 at 5:00 o'clock p.m. Acceptance shall be made by execution hereof by Seller and redelivery of a counterpart hereof to Purchaser.

IN WITNESS WHEREOF, Seller, and Purchaser have executed this Agreement under seal as of the date first above written.

SELLER:
SILVERSTONE RESIDENTIAL, LLC

By: 

President

Attest: 

Secretary



Date Accepted by Seller:
July 23, 2020

PURCHASER:

OF ROCKDALE COUNTY, GEORGIA



Osborne Nesbitt, Sr., Chairman

(SEAL)



ATTEST:



Jennifer O. Rutledge, County Clerk

(SEAL)

