

GEORGIA, Murray County

MINUTES

The Murray County Commissioner held a public meeting Tuesday, March 1, 2011 at 9:00 a.m. in the hearing room of the Murray County Courthouse Annex.

Commissioner Ridley called the meeting to order and welcomed those in attendance.

By signature and execution the minutes of February 2011 were approved.

With no additions or deletions to the agenda, Commissioner Ridley adopted the agenda as presented.

Under new business the following items were addressed and approved.

**A. Approved Murray County Land Use Development Planning
Commission Minutes Dated February 15, 2011**

The meeting was called to order by Chairman Steve Anglea at 7:00 pm. The first order of business was approval of the agenda. David McDaniel made the motion to approve the agenda with one addition. Edward Dunn seconded the motion and the motion was unanimously approved.

The next order of business was approval of the minutes from January 17, 2011 meeting. Edward Dunn made the motion to approve the minutes as written. The motion was seconded by Larry Morrison and was unanimously approved.

No Old Business.

New Business:

Steve Anglea opened the public hearing on item number one (1) of New Business, for a Rezone of 4.35 acres of property owned by Rodney Fowler located on Montgomery Road in Land Lot 49 District 9 of Murray County. Mr. Wiley Fowler, father of Rodney, was in attendance for his son. Mr. Barnes stated that in this area there was a mixture of site built homes and mobile homes and his office recommends approval. Nancy Young said all notices had been sent to adjacent property owners. There was no one present either for or against the request. Steve Anglea closed the public portion of the hearing for board discussion. David

McDaniel made a motion to approve the request, seconded by Edward Dunn, the motion was unanimously approved.

Item 2. Commissioner request. Property located in land lot 318 district 9 of Murray County addressed as 531 New Hope Church Road and being 31.35 acres owned by Fannie Mae Walls. Steve Anglea asked Mr. Barnes why the Commissioner wanted this property rezoned to AG and Mr. Barnes said he did not know except the house that was on the property and home to three (3) people had been condemned by the county and they wanted to put a mobile home there for the displaced owners. Mr. Anglea made a statement that if it was rezoned to AG nothing could be done if they wanted to put more mobile homes on the property and they could put a chicken house there. Mr. Anglea made a recommendation to table the request till they could gather more information as to how the property would be utilized if it were changed to AG. Edward Dunn made the motion to table the request till the next scheduled meeting to gather more information. Larry Morrison seconded the motion, all in favor, none opposed, motion carried.

David McDaniel made a motion to adjourn the meeting, 2nd by Edward Dunn, all in favor, none opposed, meeting adjourned.

B. Conveyance of Property: Two (2) acres donated for Collection Site/Recycling Center by Cheledar, LLC-Successor to Bouckaert Realty

**MURRAY COUNTY, GEORGIA
Filed 9:00am December 30, 2010
Recorded December 30, 2010
Deed Book 732 Page 519**

LIMITED WARRANTY DEED

THIS INDENTURE made this 10th day of December, 2010, between CHELEDAR, LLC a Georgia limited liability company, successor by merger to Bouckaert Realty Chatsworth, LLC, Grantor, and MURRAY COUNTY, GEORGIA, a Political Subdivision of the State of Georgia, Grantee.

The words "Grantee" and "Grantor" whenever used herein shall include all individuals, corporations and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH: That Grantor, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee the following described property.

All that tract of parcel of land lying and being in Land Lot No. 116 in the 8th District and 3rd Section of Murray, County, Georgia containing 2.00 acres, more or less, according to a plat of survey prepared for Murray County, Government, by William C. White, Georgia Registered Land Surveyor No. 2947, dated November 3, 2010 revised November 9, 2010, and being recorded in Plat Book 44, page 104, in the Office of the Clerk of Superior Court of Murray County, Georgia, reference to which is hereby made and incorporated herein for a more particular description of land.

Grantor hereby, to the extent it is inconsistent with the easement reserved below, relinquishes all right, title and interest in and to the portion of the dirt road shown on plat of survey, which runs through the property to and from Georgia Highway 225 South conveyed hereby, to the extent the dirt road is within the property conveyed hereby. The dirt road on the remaining property of Grantor adjacent to the property conveyed hereby remains the sole and exclusive property of Grantor, and Grantee, and any and every party claiming by or through the Grantee (including the general public), shall have no rights therein and no right to travel thereon onto, through or over the remaining property of Grantor adjacent to the property conveyed hereby.

THIS CONVEYANCE is specifically subject to reservation for the sole and exclusive benefit of Grantor and Grantor's successors in title to an easement and right to enter upon the real property, from a location on Grantor's adjoining property to be mutually agreed upon in connection with the approval of plans and specifications for the Facility, for access to the real property by Grantor to use the Facility as contemplated hereby. Once the location of access to the real property is mutually agreed upon, upon the request by Grantor, Grantor and Grantee shall execute an easement plat in recordable form which describes the point of entry to the Facility.

The Grantor and Grantee herein agree as follows:

The property is being conveyed contingent upon the Grantee constructing a new state-of-the-art convenience center for use in recycling waste and transfer station (the "Facility"). The Grantor and Grantee shall mutually approve the plans and specifications of the Facility. If the Facility is not finally completed per plans and specifications within one (1) year from date of this conveyance, as evidenced by the issuance of all Federal, state and local permits required for the operation thereof, and the opening of the Facility for the use of the public, then in such event, the

real property shall automatically revert to Grantor. Upon the occurrence of such reversion, the Grantee agrees to execute an appropriate deed of reconveyance.

THIS CONVEYANCE is made subject to all zoning ordinances, rights of way, easements, and restrictions insofar as the same may lawfully affect the real property.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in wise appertaining, to the only proper use, benefit and behoof of Grantee forever, in Fee Simple. Grantor will warrant and forever defend the right and title to the real property unto Grantee against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

(See Auxiliary Files for UNOFFICIAL 2011 Murray County Property Record Card)

C. Acquisition of Property: 2.31 Acres-Hwy 225 North \$60,000 to be paid from SPLOST Funds-For Relocation of Station 3 from Walker Road.

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WITNESSETH: That Grantor, for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS, in hand paid at or before the sealing and delivery of these presents, the receipts of

which is hereby acknowledged, has bargained and sold, and by these presents does grant, bargain, sell and convey unto Grantee the following described property:

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Grantor hereby, to the extent it is inconsistent with the easement reserved below, relinquishes all right, title and interest in and to the portion of the dirt road shown on plat of survey, which runs through the property to and from Georgia Highway 225 South conveyed hereby, to the extent the dirt road is within the property conveyed hereby. The dirt road on the remaining property of Grantor adjacent to the property conveyed hereby remains the sole and exclusive property of Grantor, and Grantee, and any and every party claiming by or through the Grantee (including the general public), shall have no rights therein and no right to travel thereon onto, through or over the remaining property of Grantor adjacent to the property conveyed hereby.

THIS CONVEYANCE is specifically subject to a reservation for the sole and exclusive benefit of Grantor and Grantor's successors in title to an easement and right to enter upon the real property, from a location on Grantor's adjoining property to be mutually agreed upon in connection with the approval of the plans and specifications for the Facility, for access to the real property by Grantor to use the Facility as contemplated hereby. Once the location of access to the real property is mutually agreed upon, upon the request by Grantor, Grantor and Grantee shall execute an easement plat in recordable form which describes the point of entry to the Facility.

The Grantor and Grantee herein agree as follows:

The property is being conveyed contingent upon the Grantee constructing a new state-of-the-art convenience center for use in recycling waste and transfer station (the "Facility"). The Grantor and Grantee shall mutually approve the plans and specifications of the Facility. If the Facility is not finally completed per plans and specifications within one (1) year from date of this conveyance, as evidenced by the issuance of all Federal, state and local permits required for the operation thereof, and the opening of the Facility for the use of the public, then and in such event, the real property shall automatically revert to Grantor. Upon the occurrence of such reversion, the Grantee agrees to execute an appropriate deed of reconveyance.

THIS CONVEYANCE is made subject to all zoning ordinances, rights of way, easements, and restrictions insofar as the same may lawfully affect the real property.

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of Grantee forever, in Fee Simple. Grantor will warrant and forever defend the right and title to the real property unto Grantee against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, this deed has been duly executed and sealed by Grantor the day and year first above written.

**Signed, Sealed and delivered
in the presence of:**

**Cheledar, LLC,
a Georgia limited liability company**

Documents are located in the auxiliary files.

ADJOURNMENT:

This 1st day of March, 2011.

ATTEST:

Tommy Parker, Interim County Clerk

David Ridley, Commissioner

In Attendance: David Ridley, Tom Starnes, Tommy Parker, Jason Ridley, Lorri Harrison, Steve Anglea, Dirk Green, Steve Noland, Danny Cochran, Mark Millican, Edward Dunn, Dickie Barnes, Dinah Rowe, Matt Sanford and Mack Belue