

1       **RESOLUTION TO APPROVE AN EXCHANGE OF REAL PROPERTY IN**  
2       **ORDER TO ACQUIRE UNINTERRUPTED OWNERSHIP OF A COUNTY**  
3       **WATER RECLAMATION FACILITY ACCESS ROAD, AND TO CREATE A**  
4       **CLEAR DISTINCTION BETWEEN LANDS OF THE COUNTY AND LANDS OF**  
5       **ANSLEY GOLF COURSE, INC., AND FOR OTHER PURPOSES**  
6

7       **WHEREAS**, Fulton County owns and operates a Waste Water Treatment Plant  
8 known as the Little River Water Reclamation Facility ("the WRF") that is located in  
9 Cherokee County at 2415 Cox Road, Woodstock, Georgia; and

10       **WHEREAS**, the WRF is accessed by a roadway that currently runs through two  
11 sections of real property owned by Ansley Golf Course, Inc. ("Ansley"), depicted on  
12 Exhibit A hereto as Parcels "A" and "C"; and

13       **WHEREAS**, Fulton County owns a strip of land along the access road, depicted  
14 on Exhibit A hereto as Parcel "B", that juts into the Ansley property, is not useful to  
15 Fulton County for its access to or operation of the WRF, and is undeveloped (Parcel  
16 "B"); and

17       **WHEREAS**, Fulton County enjoys broad discretion to exercise control over public  
18 property pursuant to O.C.G.A. §36-5-22.1; and

19       **WHEREAS**, the consideration for the Fulton County's quitclaiming of property to  
20 Ansley is the receipt of property from Ansley that is of equal area and approximately  
21 equal value; and

22       **WHEREAS**, through the quitclaiming of the access road property from Ansley to  
23 Fulton County (Parcel "A" and Parcel "C"), Fulton County would be provided with the  
24 benefit of uninterrupted possession of its access road; and

25       **WHEREAS**, the amount of land included within Parcels "A" and "C" is equal to  
26 the amount of land included within Parcel "B"; and

27       **WHEREAS**, the value of the land to be quitclaimed to Fulton County is slightly  
28 greater than the value of the parcel than Fulton County will quitclaim to Ansley Golf Club;  
29 and



**OWNER'S CERTIFICATE:**  
THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID. SAID OWNER DONATES AND DEDICATES TO THE PUBLIC FOR USE FOREVER THE STREET RIGHT-OF-WAY AS SHOWN ON THIS PLAT.

OWNER \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESS \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR PERSONS UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN; AND THAT ALL ENGINEERING REQUIREMENTS OF THE ZONING ORDINANCE OF CHEROKEE COUNTY, GEORGIA, HAVE BEEN FULLY COMPLIED WITH.

BY: \_\_\_\_\_

REGISTERED GEORGIA LAND SURVEYOR NO.: \_\_\_\_\_

PURSUANT TO THE LAND SUBDIVISION REGULATIONS OF CHEROKEE COUNTY, GEORGIA, AND ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN PRELIMINARY APPROVAL ON \_\_\_\_\_

20 \_\_\_\_\_ AND FINAL  
APPROVAL BY THE DIRECTOR OF PLANNING AND ZONING AND COUNTY ENGINEER AND IT IS ENTITLED TO RECORDATION IN THE CLERK'S OFFICE, CHEROKEE COUNTY SUPERIOR COURT.

**HEALTH DEPARTMENT APPROVAL CERTIFICATE:**  
THIS FINAL PLAT HAS BEEN APPROVED BY THE CHEROKEE COUNTY HEALTH DEPARTMENT AS BEING CONSISTENT WITH APPLICABLE STATE AND LOCAL ENVIRONMENTAL HEALTH REQUIREMENTS.

DIRECTOR, CHEROKEE COUNTY HEALTH DEPARTMENT \_\_\_\_\_

PROPERTY ZONED : R-40

**SETBACKS**  
FRONT - 35 FEET  
SIDE - 15 FEET  
REAR - 30 FEET

EQUIPMENT USED: LIECH TC305

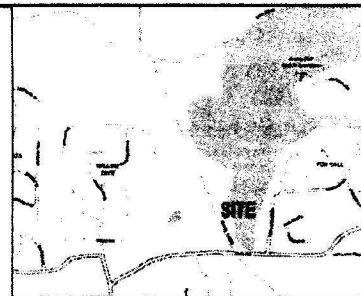
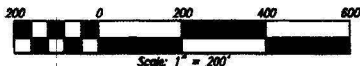
THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FT. IN >= 15,000 FT. AND AN ANGULAR ERROR OF <= 5 SEC. PER ANGLE POINT. THE FIELD DATA WAS NOT ADJUSTED.

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW

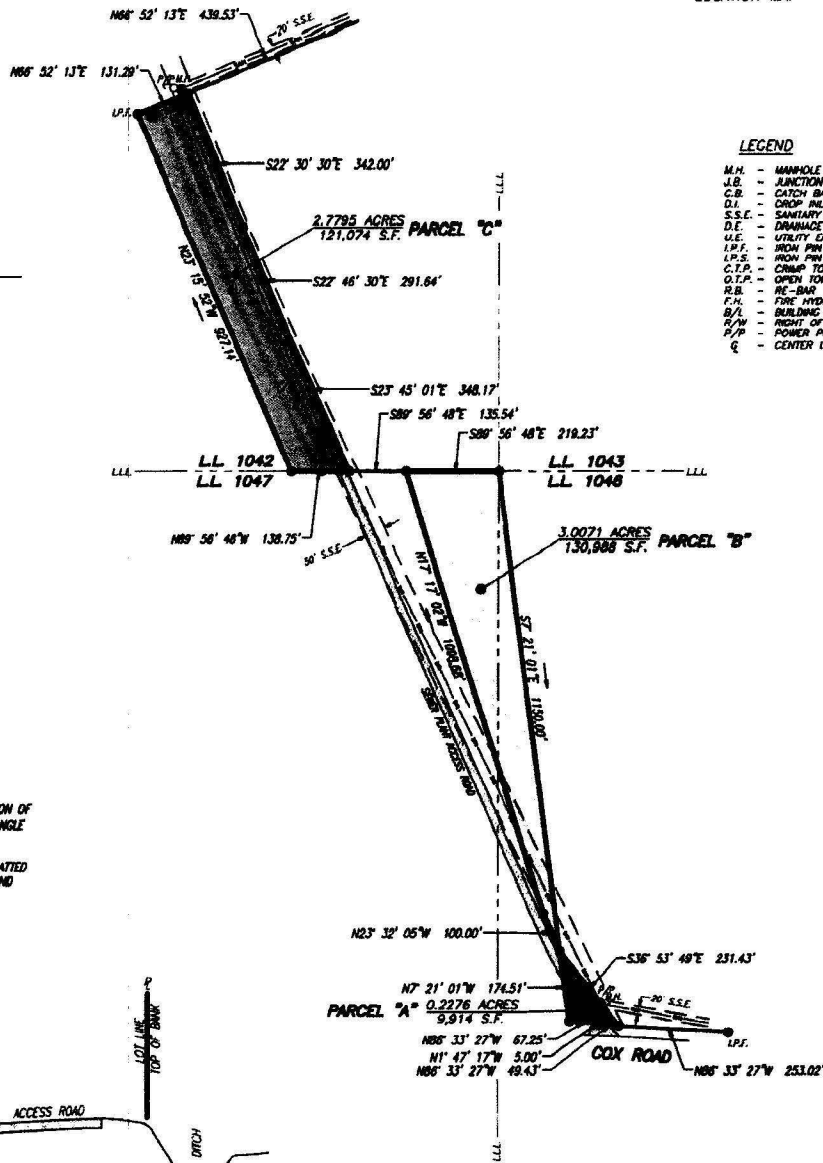
*Ronald E. Gudger*  
RONALD E. GUDGER O.R.L.S. 72088



**FLOOD STATEMENT:**  
THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO F.I.R.M. PANEL #13057C03358 D LAST REVISED ON SEP. 29, 2006.

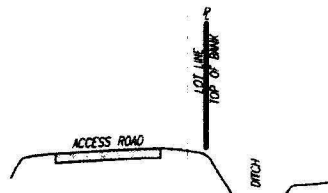


LOCATION MAP



**LEGEND**

- M.H. - MANHOLE
- J.B. - JUNCTION BOX
- C.B. - CATCH BASIN
- D.I. - DRAIN INLET
- S.S.E. - SANITARY SEWER EMBANKMENT
- D.E. - DRAINAGE EASEMENT
- U.E. - UTILITY EASEMENT
- L.P.F. - IRON PIN FOUND
- I.P.S. - IRON PIN SET
- C.T.P. - CONCRETE TOP PIPE
- G.T.P. - OPEN TOP PIPE
- R.B. - RE-BAR
- F.H. - FIRE HYDRANT
- B/L - BUILDING LINE
- R/W - RIGHT OF WAY
- P/P - POWER POLE
- C - CENTER LINE



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-57, 43-15-4, 43-15-6, 43-15-19, 43-15-22

<p>SURVEYED REG. TPO CALCULATED REG. RAM DRAWN REG. RAM DWG. NAME SETTINDOWN DATE AUG. 6, 2014</p>	<p><b>SITE WORKS</b> SURVEYS &amp; PLANNING 7000 PEACHTREE DUNWOODY ROAD BUILDING 6, SUITE 250 ATLANTA, GEORGIA 30328 PHONE: 770-396-6011 FAX: 770-396-2379 e-mail: gudgersurveying@bellsouth.net</p>	<p>FINAL PLAT FOR <b>SETTINDOWN GOLF COURSE AT COX ROAD</b> L.L. 1042, 1043, 1046 &amp; 1047 DISTRICT 15 CHEROKEE COUNTY, GEORGIA</p>	
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## OWNER'S AFFIDAVIT

STATE OF GEORGIA

COUNTY OF FULTON

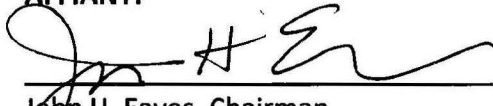
("Affiant"), being duly sworn according to law, makes this Owner's Affidavit and Agreement (collectively, with all exhibits, the "Affidavit"), solely in his capacity described below and not individually, deposes and says as follows:

1. Affiant is the Chairman of the Fulton County Board of Commissioners ("BOC"), has personal knowledge of the facts sworn to in this Affidavit, and is fully authorized and qualified to make this Affidavit;
2. Fulton County is the owner of the real property described in as Parcel B in Exhibit A hereto (the "Property");
3. No other person has possession or any right to possession of the Property (other than hotel guests) or any interest therein, including, but not limited to, oil, gas or other minerals;
4. To the actual knowledge of Affiant, there are no unrecorded judgments, liens, mortgages, or other claims against the Property;
5. There has been no work, services, or labor performed, and/or material furnished in connection with repairs or improvements on the Property within ninety-five (95) days prior to the date of this Affidavit; or, that in the event work, services, or labor has been performed, and/or materials furnished in connection with construction, repairs, or improvements on the Property during such 95-day period, that all such work, services, or labor performed, and/or materials furnished have been completed and are acceptable to the Owner(s); the Owner(s) have paid in full all contractors, laborers, and materialmen for such work, services, or labor performed, or materials furnished in connection with construction, repairs, or improvements on the property during such 95-day period;
6. There are no unrecorded tenancies, leases, or other occupancies on the Property except for \_\_\_\_\_ guests or otherwise as listed below in the exhibit attached hereto, and that if any such unrecorded leases, tenancies, or other occupancies are listed below, they contain no options to purchase, rights of first refusal, or other unusual provisions except as shown on exhibit attached hereto; **NO EXHIBIT**
7. To the actual knowledge of Affiant, and except as disclosed in any survey referenced therein, there are no unrecorded easements or claims of easement; no disputes,

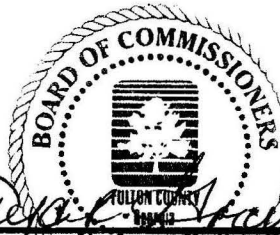
discrepancies or encroachments affecting a setback or boundary line; and no contracts, options or rights to purchase other than in the transaction for which this Affidavit is given;

8. The Affiant has received no written notice, nor does Affiant have any actual knowledge, of any recent or future planned improvements (such as street paving, sidewalks street lights, etc.) that would result in a special assessment against the Property in any proceeding which could result in an increase tax or assessment liability against the Property; and
9. The Affiant has not entered into any agreement with any commercial real estate broker and no broker services have been engaged with respect to, the purchase and sale of the Property, and no notice of lien for any such services has been received. This Affidavit is given to induce a title insurance company to permit a policy or policies of title insurance to be issued without exception for any possible lien arising from the Commercial Real Estate Broker Lien Act (O.C.G.A. § 44-14-600, et seq.).

**AFFIANT:**



John H. Eaves, Chairman  
Eulton County Board of Commissioners



**TONYA R. GRIER**  
INTERIM CLERK TO THE COMMISSION

ITEM # 17-0517 RM 7/19/17  
REGULAR MEETING

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF  
ANSLEY GOLF CLUB, INC.  
TAKEN BY WRITTEN CONSENT  
IN LIEU OF A MEETING**

Effective April 12<sup>th</sup>, 2017, the undersigned, being a majority of the members of the Board of Directors (the "Board") of ANSLEY GOLF CLUB, INC., a Georgia not-for-profit corporation (the "Club"), do hereby consent to the following resolutions:

**WHEREAS**, the Club is the owner of the real property being comprised of 3.0071 acres located in Cherokee County, Georgia as more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Club Property");

**WHEREAS**, Fulton County, a political subdivision of the State of Georgia (the "County"), is the owner of the real property being comprised of 3.0071 acres located in Cherokee County, Georgia as more particularly described on Exhibit B attached hereto and by this reference made a part hereof (the "County Property");

**WHEREAS**, the Club desires to convey the Club Property to the County in exchange for the County's conveyance of the County Property to the Club (the "Exchange");

**WHEREAS**, the Board finds that it is in the best interests of the Club to consummate the Exchange; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby approves the Exchange and further approves of and consents to the Club taking any and all actions necessary, appropriate, or convenient to cause the Club to consummate the Exchange in return of the County's conveyance of the County Property to the Club, including without limitation the execution, delivery and performance of any and all deeds, documents, agreements, and instruments in connection therewith;

**FURTHER RESOLVED**, that either Hal Philipson, the Officer and President of the Board of the Club, or Jack Goger, the Officer and Vice President of the Club, acting alone, is hereby authorized and directed, in the name of and on behalf of the Club, under its corporate seal or otherwise, to execute and deliver any and all deeds, agreements, instruments and/or documents required to be delivered by the Club in connection with the Exchange, and to take from time to time any other actions deemed necessary or desirable by such officer to effect the Exchange of the Club Property to the County on such terms and conditions as such officer shall in his sole discretion deem appropriate;

**FURTHER RESOLVED**, that any documents, agreements, instruments and actions pertaining to the foregoing heretofore executed, delivered and performed for and on behalf of the Club are hereby ratified, approved, and confirmed; and

**FURTHER RESOLVED**, that this consent may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same consent.

*[SIGNATURE ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first above written.

**BOARD OF DIRECTORS:**

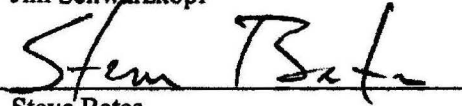


Hal Philipson



Jack Goger

Jim Schwarzkopf



Steve Bates

Justin Boller



Tyler Edgerton

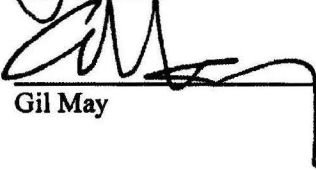
Brian Macaluso

Jon Chasteen



John Srouji

Jim Womack



Gil May



## Exhibit A

### Legal Description of the Club Property

#### Tract I

All that tract or parcel of land lying in Land Lot 1046, District 15 of Cherokee County, Georgia and being more particularly described as follows:

Beginning at the common corner of Land Lots 1042, 1043, 1046 & 1047, thence leaving said Land Lot corner proceed South 7°21'01" East 1,150.00 feet to a point being the TRUE POINT OF BEGINNING; thence with the point of beginning thus established proceed South 36°53'49" East for 231.43 feet to a point on the northerly right-of-way of Cox Road; thence along said northerly right-of-way of Cox Road proceed North 86°33'27" West for 49.43 feet to a point; thence continuing along said northerly right-of-way of Cox Road proceed North 1°47'17" West for 5.00 feet to a point; thence continuing along said northerly right-of-way of Cox Road proceed North 86°33'27" West for 67.25 feet to a point; thence leaving said northerly right-of-way of Cox Road proceed North 7°21'01" West for 174.51 feet returning to the point of beginning. Said parcel contains 9,914 square feet or 0.2276 acres, more or less and is shown as "Parcel A" on a plat prepared by Ronald E. Gudger, titled "Settindown Golf Course at Cox Road", dated August 6, 2014.

#### Tract II

All that tract or parcel of land lying and being in Land Lot 1042, District 15 of Cherokee County, Georgia and being more particularly described as follows:

Beginning at the common corner of Land Lots 1042, 1043, 1046 & 1047, thence leaving said Land Lot corner and running along the line dividing Land Lot 1042 and 1047 proceed North 89°56'48" West for 354.77 feet to a point being the TRUE POINT OF BEGINNING; thence with the point of beginning thus established continue along the line dividing Land Lots 1042 and 1047, proceed North 89°56'48" West for 138.75 feet to a point; thence leaving said line dividing Land Lots 1042 and 1047 proceed North 23°15'52" West for 927.14 feet to an iron pin found; thence proceed North 66°52'13" East for 131.29 feet to a point; thence proceed South 22°30'30" East for 342.00 feet to a point; thence proceed South 22°46'30" East for 291.64 feet to a point; thence proceed South 23°45'01" East for 348.17 feet returning to the point of beginning. Said parcel contains 121,074 square feet or 2.7795 acres, more or less and is shown as "Parcel C" on a plat prepared by Ronald E. Gudger, titled "Settindown Golf Course at Cox Road", dated August 6, 2014.



Exhibit B

Legal Description of the County Property

All that tract or parcel of land lying and being in Land Lots 1046 and 1047, District 15 of Cherokee County, Georgia and being more particularly described as follows:

Beginning at the common corner of Land Lots 1042, 1043, 1046 & 1047, thence leaving said Land Lot corner proceed South 7°21'01" East 1,150.00 feet to a point; thence proceed North 23°32'05" West for 100.00 feet to a point; thence proceed North 17°17'02" West for 1,098.68 feet to a point on the line dividing Land Lots 1042 and 1047; thence along said line dividing Land Lots 1042 and 1047 proceed South 89°56'48" East for 219.23 feet returning to the point of beginning. Said parcel contains 130,988 square feet or 3.0071 acres, more or less and is shown as "Parcel B" on a plat prepared by Ronald E. Gudger, titled "Settindown Golf Course at Cox Road", dated August 6, 2014.

UPON RECORDATION, PLEASE RETURN TO  
DUNCAN W. MILLER, Esq.  
Morris, Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road NE  
Atlanta, GA 30326

### QUITCLAIM DEED

STATE OF GEORGIA  
COUNTY OF CHEROKEE

THIS INDENTURE, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 between  
Fulton County Department of Public Works as party or parties of the first part, hereinafter called Grantor,  
and Ansley Golf Club, Inc., party or parties of the second part, hereinafter called Grantee (the words  
"Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or  
permits).

WITNESSETH: That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other  
valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of  
which is hereby acknowledged, by these presents does hereby bargain, sell, remise, release, convey and  
forever QUITCLAIM unto Grantee all the right, title, interest, claim or demand which Grantor has or may have  
had in and to the following described property, to-wit:


**ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1046 and 1047,  
District 15 of Cherokee County, Georgia and being more particularly described in  
Exhibit "A" attached hereto and incorporated herein by reference. Grantor conveys,  
and Grantee accepts, the described property on an "AS IS, WHERE IS" basis.**

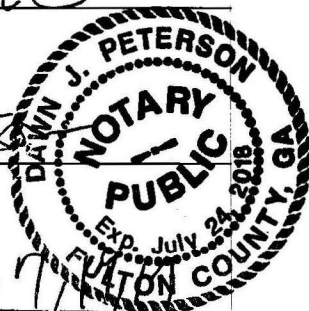
**TO HAVE AND TO HOLD** the said described premises to Grantee, so that neither Grantor nor any  
person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand  
any right or title to said premises or appurtenances, or any rights thereof.

**IN WITNESS WHEREOF**, Grantor has signed and sealed this instrument as of the day and year first  
above written.

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness

  
Notary Public



**FULTON COUNTY, a political subdivision  
of the State of Georgia**

By:   
John H. Eaves, Chairman  
Fulton County Board of Commissioners

Attest:   
**TONYA R. GRIER**  
INTERIM CLERK TO THE COMMISSION

ITEM # 17-0577 RM 7/11  
REGULAR MEETING

## EXHIBIT A

### Legal Description

All that tract or parcel of land lying and being in Land Lots 1046 and 1047, District 15 of Cherokee County, Georgia and being more particularly described as follows:

Beginning at the common corner of Land Lots 1042, 1043, 1046 & 1047, thence leaving said Land Lot corner proceed South 7°21'01" East 1,150.00 feet to a point; thence proceed North 23°32'05" West for 100.00 feet to a point; thence proceed North 17°17'02" West for 1,098.68 feet to a point on the line dividing Land Lots 1042 and 1047; thence along said line dividing Land Lots 1042 and 1047 proceed South 89°56'48" East for 219.23 feet returning to the point of beginning. Said parcel contains 130,988 square feet or 3.0071 acres, more or less and is shown as "Parcel B" on a plat prepared by Ronald E. Gudger, titled "Settindown Golf Course at Cox Road", dated August 6, 2014.

**UPON RECORDATION, PLEASE RETURN TO  
W. ALEX HEATON, Esq.  
Morris, Manning & Martin, LLP  
1600 Atlanta Financial Center  
3343 Peachtree Road NE  
Atlanta, GA 30326**

**STATE OF GEORGIA  
COUNTY OF CHEROKEE**

NOTE TO CLERK: THIS QUITCLAIM DEED IS EXEMPT FROM TRANSFER TAX UNDER OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 48-6-2(a)(3) (2015) BECAUSE IT IS A DEED WHERE A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA IS A PARTY.

**QUITCLAIM DEED**

**THIS INDENTURE**, made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 between **Fulton County**, a political subdivision of the State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Ansley Golf Club, Inc.**, a Georgia corporation, party or parties of the second part, hereinafter called Grantee (the words "Grantor" and Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:** That Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby bargain, sell, remise, release, convey and forever QUITCLAIM unto Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to the following described property, to-wit:

**ALL THAT TRACT OR PARCEL OF LAND** lying and being in Land Lots 1046 and 1047, District 15 of Cherokee County, Georgia and being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Grantor conveys, and Grantee accepts, the described property on an "AS IS, WHERE IS" basis.

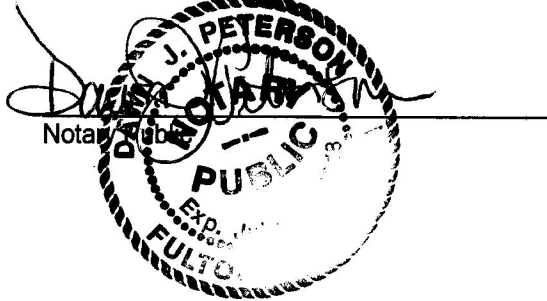
**TO HAVE AND TO HOLD** the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Chad M. Galile  
Official Witness



FULTON COUNTY, a political subdivision  
of the State of Georgia

By: Russell  
Name: ROBERT C. ELLIS  
Its: RCE VICE CHAIRMAN

Attest: Tonya  
Name: TONYA REGIER  
Its: INTERIM DEPUTY COMMISSIONER

