

1 A RESOLUTION TO DECLARE CERTAIN FULTON COUNTY, GEORGIA OWNED  
2 REAL PROPERTY AS SURPLUS AND AUTHORIZING THE DISPOSITION OF SUCH  
3 SURPLUS PROPERTY BY SEALED BID; TO AUTHORIZE THE CHAIRMAN TO  
4 EXECUTE ANY DOCUMENTS NECESSARY TO EFFECTUATE THE DISPOSITION;  
5 TO AUTHORIZE THE COUNTY ATTORNEY TO APPROVE SUCH DOCUMENTS AS  
6 TO FORM AND MAKE MODIFICATIONS THERETO AS NECESSARY PRIOR TO  
7 EXECUTION; AND FOR OTHER PURPOSES.

8 WHEREAS, Fulton County is the owner of record of a certain property real property  
9 which can be more particularly describe in Exhibit A attached hereto and made a part  
10 hereof by reference; and

11 WHEREAS, the Department of Real Estate and Asset Management ("DREAM"),  
12 Land Division, under the supervision of the Director of DREAM, has physically inspected  
13 said property and has recommended its disposition in order to return said property to an  
14 active tax roll status; and

15 WHEREAS, pursuant to Fulton County Code ("FCC") § 102-387, the Land  
16 Administrator has consulted with internal user departments to confirm possible options to  
17 repurpose the subject real property referenced in Exhibit A and it has been determined  
18 that the subject property is no longer needed for any current or future use by Fulton  
19 County, Georgia; and

20 WHEREAS, pursuant to O.C.G.A. § 36-9-3 and FCC § 102-387, Fulton County,  
21 Georgia is authorized to sell the real property referenced in Exhibit A to the public by  
22 competitive sealed bidding to the highest responsible bidder; and

23 WHEREAS, DREAM, with the approval of the Fulton County Board of  
24 Commissioners, desires to dispose of said property by quit claim deed to the highest  
25 responsible bidder by sealed bids for the purpose of returning said parcel to the Fulton  
26 County, Georgia tax rolls, pursuant to O.C.G.A. § 36-9-3.

27 NOW, THEREFORE, BE IT RESOLVED, that the Fulton County Board of  
28 Commissioners hereby declares the parcel(s) of real property identified in Exhibit A to be  
29 surplus to the needs of Fulton County, Georgia.

30 BE IT FURTHER RESOLVED, that authorization is hereby given to the Land  
31 Administrator, subject to review by the County Attorney, to prepare any and all documents  
32 necessary to carry out the marketing, advertising, and sale by sealed bid of the real  
33 property identified in Exhibit A as authorized by law and the Fulton County Code of Laws  
34 and Ordinances.

35 BE IT FURTHER RESOLVED, that authorization is hereby given for appropriation  
36 of funds as needed by DREAM to cover the cost of the appraisal, land survey and

advertisement of the Invitation for Bids, and other such costs as necessary to carry out the disposition process.

**BE IT FURTHER RESOLVED**, that the Chairman of the Fulton County Board of Commissioners is hereby authorized to execute any and all necessary closing documents and quit claim deeds to convey Fulton County, Georgia's interest in the property identified in Exhibit A to the successful bidder of the sealed bid process, after approval of such documents by the County Attorney.

**BE IT FURTHER RESOLVED**, that all offerings and any sales contracts will state that the property will to be sold "As Is, Where Is and With All Faults."

**BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

**SO PASSED AND ADOPTED**, this 7<sup>th</sup> day of October 2020

**FULTON COUNTY BOARD OF COMMISSIONERS**

By: [Signature]  
Robert L. Pitts, Chairman

ATTEST:

[Signature]  
Tonya Grier  
Clerk to the Commission



APPROVED AS TO FORM:

[Signature]  
Kaye Burwell  
Interim County Attorney



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Real Estate Sales Contract  
Solicitation No. 14-0144-0004-072-3  
0 Donald Lee Hollowell Pkwy, Atlanta, GA 30318

1. The undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell all that tract or parcel of land, with such improvements as are located thereon, described as follows:

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County Georgia, City of Atlanta, Georgia and being more particularly described as follows and as shown on a boundary survey for 1239 Donald Lee Hollowell Parkway and parts of 1249 & 1247 Donald Lee Hollowell Parkway, prepared by GA Land Surveyor, dated October 9, 2019 and revised October 10, 2019, together with all improvements, appliances, lighting fixtures, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto; also all plants, trees and shrubbery now on the premises (collectively the "Property"). The Purchase Price of the property shall be Four Hundred Thousand Dollars 00/100 (\$ 400,000), to be paid as follows:

2. Cash Sale. This is a cash transaction with no contingencies for financing allowed and Purchaser shall pay all closing costs including the cost of the County's Closing Attorney's fee(s).

3. Earnest Money. A good faith deposit of US Dollars in certified funds in the amount of \$ 40,000 (10% of the bid amount) is herein paid as a part of this Bid and shall be treated as Earnest Money. The amount of the good faith Earnest Money deposit shall be applied toward the Purchase Price at closing. *Disbursement of Earnest Money:* Fulton County may (i) disburse the Earnest Money to Buyer if contract is not accepted, unless that issue is disputed; (ii) disburse the Earnest Money for credit to Buyer at Closing; (iii) disburse the Earnest Money pursuant to a separate written agreement signed by the parties, agreeing to the terms of disbursement of the Earnest Money; (iv) disburse the Earnest Money upon order of a court or arbitrator which has jurisdiction over the matter; or (v) if the Contract has been terminated or Closing has failed to occur, no more than thirty (30) days after the date of the Notice of Award, Fulton County shall notify all parties of its disbursement decision. Upon receipt of said decision, the buyer shall have ten (10) days to object to the disbursement. After receipt of a party's objection, Fulton County may change its decision or proceed according to its original notification, but shall, in any event, notify the parties of said final disbursement.

4. Seller will convey to Purchaser title to the Property by Quit Claim Deed.

5. Seller and Purchaser agree that such papers as may be legally necessary to carry out the terms of this agreement shall be executed and delivered by such parties at or before the time the sale is consummated. Seller shall deliver possession of the Property to Purchaser at time of closing.

6. This sale is "AS IS, WHERE IS AND WITH ALL FAULTS" with regard to the condition of the Property. Should the Property be destroyed or damaged before this agreement is consummated, then at the election of the Purchaser, this agreement may be canceled.

7. Purchaser and Seller each represent and agree that Bidder is represented by a real estate sales person (agent or broker) who is licensed to do business in the State of Georgia and that the County will pay a real estate commission of 5% of the sales price, payable at closing, provided

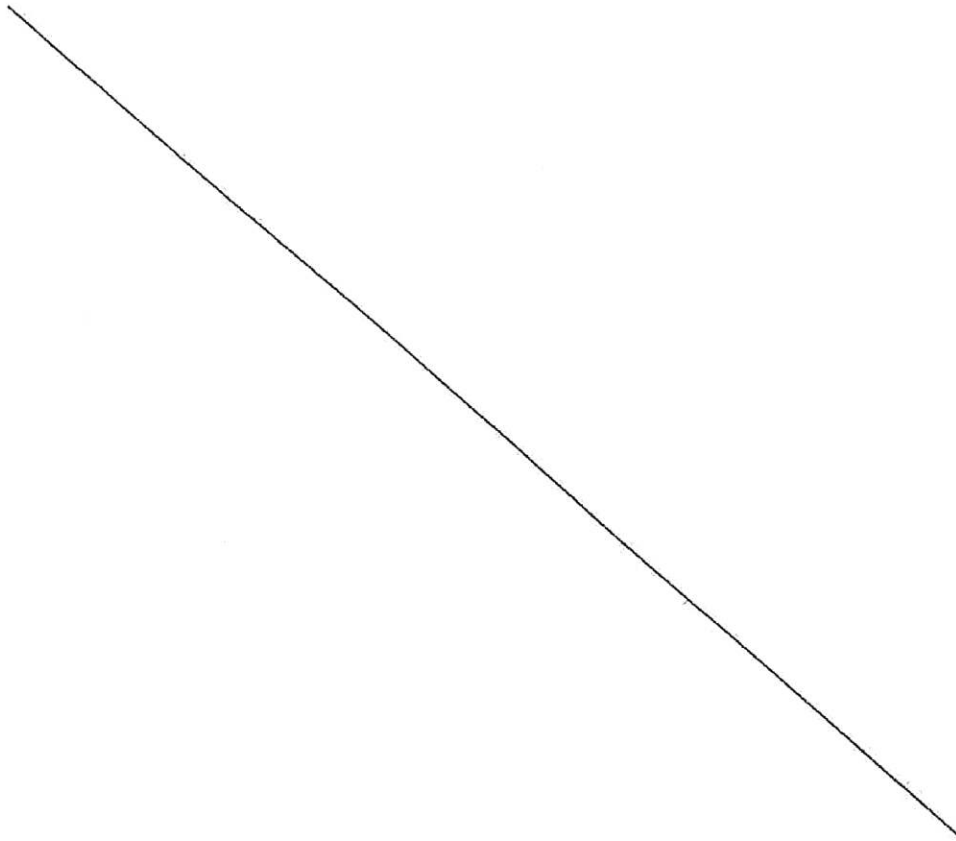
that said representative is providing services to the Successful Bidder under an Exclusive Buyers Brokerage Agreement.

8. Time is of the essence of this agreement. This agreement and all Terms, Conditions and provisions of the Invitation for Sale by Sealed Bid constitutes the sole and entire agreement between the parties hereto and no modification of this agreement shall be binding unless attached hereto and signed by all parties to this agreement. Any representation, promise, or inducement not included in this agreement shall not be binding upon any party hereto. Typewritten or handwritten provisions, riders and addenda shall control over all printed provisions of this agreement in conflict with them.

9. Real estate taxes and assessments for the Property shall be prorated as of midnight of the date immediately preceding the date of closing.

10. This transaction shall be closed by a law firm selected by the County.

11. This instrument shall be regarded as a binding contract upon execution by the County.



This instrument is signed, sealed and delivered by the parties and the date of last execution as shown below shall be the "Effective Date" of this Agreement.

**SELLER**

Signed, sealed and delivered this 12th day of August, 2021 in the presence of:

[Signature]

Witness

[Signature]

Notary Public



**APPROVED AS TO FORM**

This 9th day of August, 2021.

[Signature]

Office of Fulton County Attorney

FULTON COUNTY, a political subdivision of the State of Georgia

By: [Signature]

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

Attest: [Signature]

Tonya R. Grier, Clerk of Commissioners



**PURCHASER(S)**

Steve Brock

Print Name Here

[Signature]

Signature

Stono Charleston LLC

Street Address

1110 Northchase Parkway SE., Suite 150

City/State/Zip

Marietta, Ga. 30067

Telephone and Email

404-557-7944 stevebrock@brockbuilt.com

Date of Execution

5/17/2021

**REAL ESTATE AGENT**

Pamela J. Smith

Print Name Here

[Signature]

Signature

Smith and Associates d/b/a Smith Real Estate Services, Inc.

Brokerage Name

120 Hammond Drive, Atlanta, Ga. 30328

Brokerage Address

psmith@smith-res.com

Agent's Email

116890

Agent's License Number

ITEM # 86-0686 RM 10.7.20  
REGULAR MEETING



After Recording Return to:  
Fulton County Land Division  
Michael A. Graham, Land Administrator  
141 Pryor Street NW, Suite 8021  
Atlanta, Georgia 30303

STATE OF GEORGIA  
COUNTY OF FULTON

### QUITCLAIM DEED

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2021 between **Fulton County, Georgia**, as party of the first part, hereinafter called Grantor, and \_\_\_\_\_, as party 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: The said Grantor for and in consideration of the sum of One and NO/100 Dollars (\$1.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of all of which being hereby acknowledged, has bargained, sold and conveyed, and by these presents does hereby bargain, sell, remise, release and forever QUITCLAIM to the said Grantee all the right, title, interest, claim or demand which the said Grantor has or may have had in and to:

All that tract or parcel of land lying and being in Land Lot 144 of the 14th District of Fulton County Georgia, city of Atlanta, Georgia and being more particularly described in Exhibit A and attached hereto.

TO HAVE AND TO HOLD the said described premises, together with all and singular the rights, members and appurtenances thereof, unto the said Grantee so that neither the said Grantor nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

The property to be transferred under this Quitclaim Deed is transferred subject to following restrictive covenant that shall run with the land:

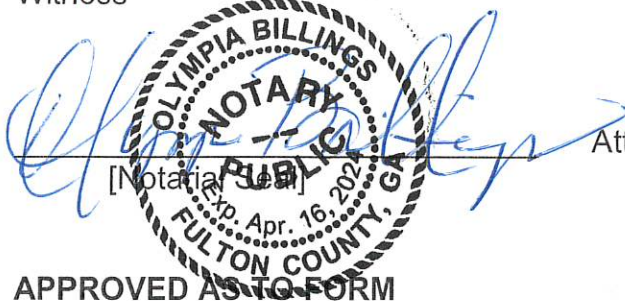
Neither Grantee, itself, nor its heirs, successors and assigns, shall in any way interfere with the storm water and drainage areas on the property hereby conveyed via this quitclaim deed. Other than improvements for which a public authority has formally

accepted responsibility or where all appropriate public authorities having jurisdiction have approved storm water and drainage facility or facilities which serve substantially the same purposes of the existing storm water and drainage areas on the property, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the performance of storm water and drainage areas, or which may change the direction of flow of storm water or drainage channels in the restricted areas, or which may obstruct or retard the flow of water from adjacent property through the storm water and drainage channels in the restricted area. The restricted area shall be maintained continuously by the owner of the property.

IN WITNESS WHEREOF, the said Grantor has signed and sealed this deed, the year and day above first stated.

Signed, sealed and delivered this  
12th day of August, 2021  
in the presence of:

[Signature]  
Witness



APPROVED AS TO FORM

[Signature]  
Office of the County Attorney

FULTON COUNTY, a political subdivision of  
the State of Georgia

By: [Signature]  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

Attest: [Signature]  
Tonya R. Grier  
Clerk to the Commission





EXHIBIT A

1 of 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 144 OF THE 14th DISTRICT OF FULTON COUNTY GEORGIA, CITY OF ATLANTA, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SHOWN ON A BOUNDARY SURVEY FOR 1239 DONALD LEE HOLLOWELL PARKWAY AND PARTS OF 1249 & 1247 DONALD LEE HOLLOWELL PARKWAY, PREPARED BY GA LAND SURVEYOR, DATED OCTOBER 9, 2019 AND REVISED OCTOBER 10, 2019:

**BEGINNING** AT A CONCRETE MONUMENT FOUND AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF DONALD LEE HOLLOWELL PARKWAY (ALSO KNOWN AS GEORGIA HIGHWAY #8, GEORGIA HIGHWAY #78, U.S. HIGHWAY # 278, AND FORMERLY KNOWN AS BANKHEAD HIGHWAY AND BELLWOOD AVENUE THE SAME HAVING A RIGHT OF WAY WIDTH THAT VARIES) WITH THE SOUTHEASTERLY END OF A RIGHT OF WAY MITER ON THE EASTERLY RIGHT OF WAY OF STIFF STREET (FORMERLY KNOWN AS FULTON COUNTY DRIVEWAY AND HAVING A RIGHT OF WAY WIDTH THAT VARIES); THENCE RUNNING IN A NORTHWESTERLY DIRECTION ALONG SAID RIGHT OF WAY MITER OF STIFF STREET, N 46°44'19" W A DISTANCE OF 30.60' TO A 2" BRASS DISK FOUND; THENCE RUNNING IN A NORTHERLY DIRECTION ALONG THE EASTERLY RIGHT OF WAY OF STIFF STREET, N 05°00'59" W A DISTANCE OF 237.57' TO A CONCRETE MONUMENT FOUND AT THE INTERSECTION WITH THE SOUTHWESTERLY END OF A RIGHT OF WAY MITER OF STIFF STREET ACCESS ROAD (HAVING A 50' RIGHT OF WAY WIDTH); THENCE RUNNING IN A NORTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY MITER OF STIFF STREET ACCESS ROAD, N 40°31'09" E A DISTANCE OF 31.81' TO A CONCRETE MONUMENT FOUND; THENCE RUNNING IN AN EASTERLY DIRECTION ALONG THE SOUTHERLY RIGHT OF WAY OF STIFF STREET ACCESS ROAD, N 84°46'21" E A DISTANCE OF 117.40' TO AN IRON PIN SET; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING IN A SOUTHERLY DIRECTION, S 05°12'28" E A DISTANCE OF 15.55' TO AN IRON PIN SET; THENCE RUNNING IN A WESTERLY DIRECTION, N 89°00'10" W A DISTANCE OF 31.14' TO AN IRON PIN SET; THENCE RUNNING IN A SOUTHERLY DIRECTION, S 00°42'25" W A DISTANCE OF 279.75' TO A CONCRETE MONUMENT FOUND ON THE NORTHERLY RIGHT OF WAY OF SAID DONALD LEE HOLLOWELL PARKWAY; THENCE RUNNING IN A WESTERLY DIRECTION ALONG SAID RIGHT OF WAY OF DONALD LEE HOLLOWELL PARKWAY, N 87°58'54" W A DISTANCE OF 61.38' TO A CONCRETE MOUNMENT FOUND AT THE INTERSECTION WITH THE SOUTHEASTERLY END OF A RIGHT OF WAY MITER ON THE EASTERLY RIGHT OF WAY OF STIFF STREET, WHICH IS THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 0.628 ACRES, 27,379+/- SQUARE FEET INCLUDING AREA OF ALL EASEMENTS LOCATED ON SAID TRACT.



