Towns County Herald

Legal Notices for December 19, 2012

NOTICE TO CREDITORS AND DEBTORS All creditors of the estate of LOMAN SHOOK, deceased of Towns County, Young Harris, Georgia are hereby notified to render in their demands to the undersigned accord-ing to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This 20th day of November, 2012. Larry David Shook, Executor P.O. Box 151 Young Harris, Georgia 30512

T(Nov28,Dec5,12,19)B

NOTICE TO CREDITORS AND DEBTORS All creditors of the estate of MARY C. HORNE, deceased of Towns County, Hiawassee, Georgia are hereby notified to render in their demands to the undersigned according to law; and all persons indebted to said estate are required to make immediate payment to the undersigned. This 20th day of November, 2012. Sandra L .Duchesne, Executrix P.O. Box 1068 Hiawassee, Georgia 30546

T(Nov28,Dec5,12,19)B

NOTICE TO DERTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: ESTATE OF Harry Donald Wood All creditors of the estate of Harry Donald Wood, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 19th day of October 2012

Randy James Wood, Personal Representative 460 Shake Rag Road Hiawassee, GA 30546 706-994-3542 T(Dec19,26,Jan2,9)P

NOTICE OF SALE UNDER POWER GEORGIA, TOWNS COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Derek D Taylor and Mary Ann W Taylor to National City Mortgage Co. dated May 12, 2003 in the amount of \$121,800.00, and recorded in Deed Book 273, Page 15, Towns County, Georgia Records; as last transferred to PNC Bank, National Asso-ciation by assignment; the undersigned, PNC Bank, National Association pursuant to said deed and the note thereby secured, has declared the entire amount of said in-debtodness due and revelop and unsuper debtedness due and payable and pursuant to the power of sale contained in said deed, will on the first Tuesday in February, 2013 , during the legal hours of sale, at the Court-house door in Towns County, sell at public outcry to the highest bidder for cash, the

property described in said deed to-wit: All that tract or parcel of land lying and being in Land Lot 125, 17th District, 1st Section, Towns County Georgia, containing 2.413 acres as shown on a plat of survey by Tamrok Associates, Inc., dated 9/24/99, recorded in Plat Book 24, page 164, Towns County Records which description on said plat is incorporated herein by reference. The property is subject to the overhead power lines and power pole as shown on . said plat.

which has the property address of 1988 Barrett Rd, Hiawassee, Georgia., together with all fixtures and other personal prop-

erty conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to col-lect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, and telephone number of the individual or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby se-cured in accordance with 0.C.G.A. Section 44-14-162.2(a).

A4-14-102.2(a). Said property will be sold as the property of Derek D Taylor and Mary Ann W Taylor and the proceeds of said sale will be applied to the payment of said indebtedness, the ex-pense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed. PNC Bank, National Association

Attorney in Fact for Derek D Taylor and Mary Ann W Taylor McCurdy & Candler, L.L.C. (404) 373-1612 www.mccurdycandler.com Towns County Herald

The undersigned hereby certify that they are conducting a business at 40 Technology Pkwy. South, #300 in the City of Norcross, County of Gwinnett, State of Georgia under the name of Google, and that the nature of the business is Internet commerce, and that said business is composed of the following corporations: Google Data, Inc., Google In-formation Inc., and Google Comparison Inc., all located at 1600 Amphitheatre Pkwy., Mountain View, CA, 94043.

ADVERTISEMENT FOR BIDS LONGVIEW SANITARY SEWER PUMP STATION UPGRADES

NOTICE

For City of Hiawassee, Georgia Sealed bids will be received by the City of Hiawassee, Georgia (OWNER), for furnishing all materials, labor, tools, equipment, and any other miscellaneous items necessary for Longview Sanitary Sewer Pump Station

Tor Longview Santary Sewer Pump Station Upgrades in Hiawassee, Georgia. Bids will be received at Hiawassee Georgia 30546 until 11:00 a.m. on January 11, 2013. Any bid received after said time and date of bid opening will not be considered by OWNER Bids will be publicly opened and WNER. Bids will be publicly opened and read aloud at this time and location. All bids will be evaluated by OWNER and the project will be awarded, if it is awarded, within sixty (60) days of the bid opening. If a bidder is not selected within sixty (60) days of the bid opening, any bidder that is determined by the OWNER to be unlikely of being selected for contract award shall be released from their bid.

The award of this bid proposal, if awarded, shall be based on several criteria, including prices bid, experience in the work proposed, and references. Refer to Article 19 of Section 00200 for criteria and award method.

The Project consists of, but is not limited to the following major elements:

Construction of a new sanitary sewer lift station and decommissioning of the existing lift station.

Time of completion for all work associated with this project shall be one hundred fifty (150) consecutive calendar days from the date of a written "Notice to Proceed" from OWNER

Copies of Contract Documents, Specificabe obtained at the office of Engineering Management, Inc., 303 Swanson Drive, Lawrenceville, Georgia 30043, upon pay-ment of a nonrefundable cost of \$100.00. Checks shall be made payable Engineering

Checks shall be made payable Engineering Management, Inc. For general information and purchasing documents regarding this project, you may call Juanita Clark at (770) 962-1387, exten-sion 100. For technical questions regard-ing this project, you may call Don Baker at (770) 962-1387, extension 104. The Information for Bidders, Bid Proposal Form, Form of Agreement, Drawings, Specifications, and forms of Bid Bond, Performance Bond, Payment Bond, Bidders Qualification Forms, and other Contract Documents may be examined at the follow-Documents may be examined at the following locations: OWNER:

City of Hiawassee 229 Chatuge Way Hia-wassee, GA 30546 706-896-2202 (T) Engineering Management, Inc. 303 Swan-

son Drive Lawrenceville, GA 30043 770-962-1387 (T) 770-962-8010 (F) A list of persons who purchased Contract Documents from Engineering Management, Inc. will be available from the Engineer ONLY through facsimile transmission, U.S. Mail, or from their website at www. eminc.

OWNER requires a bid bond* or a certified cashier's check in the amount of five per-cent (5%) of the total bid to be enclosed with the bid at the time of bid opening. Cashier's check will be made payable to the City of Hiawassee. The successful bidder will be required to

furnish OWNER with Insurance, Workman's Compensation Insurance, and Performance and Payment Bonds* in the amount of one-

hundred percent (100%) of the total bid. Each bid must be submitted in a SEALED ENVELOPE, addressed to the OWNER. Each sealed envelope containing a Bid must be plainly marked on the outside as, "Longview Sanitary Sewer Pump Station Upgrade, City of Hiawassee, Georgia" and be labeled with the BIDDER'S State of Georgia Utility Con-tractor License Number. If bid is forwarded by mail, the sealed envelope containing the Bid must be enclosed in a separate mailing envelope to the attention of the OWNER at

the address previously given. All Bids must be made out on the bid form of the type bound in the Contract Documents, in accordance with the instructions in the Information for Bidders. No interlineation, additions, or deletions shall be made in the proposal form by the BIDDER. Any and all Bids received without the afore

NOTICE OF SALE UNDER POWER

NOTICE OF SALE UNDER FOWER GEORGIA, TOWNS COUNTY THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Under and by virtue of the Power of Sale contained in a Security Deed given by An-drea Lynn Kell and Edward Scott Kell to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. its successors and assigns, dated August 8, 2007, recorded in Deed Book 413, Page 42, Towns County, Georgia Records, as last transferred to JP-Morgan Chase Bank, National Association by assignment recorded in Deed Book 504, Page 638, Towns County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED SEVENTY THOU-SAND AND 0/100 DOLLARS (\$270,000.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the court-house door of Towns County, Georgia within the legal hours of sale on the first Wednesday in January, 2013, the following described property:All that tract or parcel of land lying and being in Land Lot 82, 17th District, 1st Section, Towns County, Georgia, containing 4.371 acres, more or less, and being part of Tract Three (3) as shown on a plat of survey by LandTech Services, Inc., dated 5/10/2002, recorded in Plat Book 28, page 129, Towns County records which description on said plat is incorporated herein by reference and made a part hereof. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the 50 foot ease-ment as shown on said plat of survey. The property is conveyed subject to the Restric-tions recorded in Deed Book 210, page 728-729, Towns County records. The property is conveyed to the 50 foot road easement as conveyed to the 50 foot road easement as shown on said plat of survey. The grantor grants to grantee a perpetual easement for a water line, which shall run along the west line of tract Two (B) and through Lot Thirty-Nine (39) of Pine Crest Subdivision, Phase I which also serves Tract Two A (2A). The property is conveyed subject to a water line and utility easement which shall serve Tract One (1) and the power line easement which shall serve Tract Two A (2A) and Tract Three (3). The right, if any, of The United States of America to redeem said land within 120 of America to redeem said land within 120 days from the date of the foreclosure sale held on January 2, 2013, as provided for by the Federal Tax Lien Act of 1966 (Pub-lic Law 89-719). The debt secured by said Security Deed has been and is hereby declared due because of, among other pos-sible events of default, failure to pay the indebtedness as and when due and in the manner provided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all expenses of this sale, as provided in Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMorgan Chase Bank, National Associa-tion holds the Note and Security Deed to the above-referenced property and services the above-referenced loan on behalf of the current owner of the loan: Federal National Mortgage Association ("Fannie Mae"). »JP-Morgan Chase Bank, National Association can be contacted at 800-446-8939 or by writing to 3415 Vision Drive, Columbus, OH 43219, to discuss possible alternatives to foreclosure, and has the authority to negotiate, amend or modify the terms of the loan. Said property will be sold subject to any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), any matters which might be disclosed by an accurate survey and in-spection of the property, any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and matters of re-cord supartice to the Socurity Dead first set cord superior to the Security Deed first set out above. To the best knowledge and belief of the undersigned, the party in possession of the property is Andrea Lynn Kell and Ed-ward Scott Kell or a tenant or tenants and said property is more commonly known as 5368 River Birch Lane, Young Harris, Georgia 30582. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the LLS. Bankruntow not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed. JPMorgan Chase Bank, National Association as Attorney in Fact for Andrea Lynn Kell and Edward Scott Kell Johnson & Freedman, LLC 1587 Northeast Expressway Atlanta, Georgia 30329 (770) 234-9181 www.jflegal.com MSP/Inc 1/2/13 Our file no. 1528311-FT20 NOTICE OF SALE UNDER POWER

GEORGIA, TOWNS COUNTY Because of default in the payment of the in-debtedness, secured by a Security Deed executed by Mick C. Youngblood to Mortgage Electronic Registration Systems, Inc. as nominee for Primary Capital Advisors LC, its successors and assigns dated March 25, 2004 in the amount of \$128,000.00, and recorded in Deed Book 299, Page 483; re-recorded at Deed Book 300, Page 294, , Towns County, Georgia Records; as last transferred to Nationstar Mortgage, LLC by assignment; the undersigned, Nationstar Mortgage, LLC pursuant to said deed and the note thereby secured, has declared the entire amount of said indebtedness due and payable and pursuant to the power of sale contained in said deed, and pursuant to 0.C.G.A. Section 9-13-161(a) will on the first Wednesday in January, 2013 , during the legal hours of sale, at the Courthouse door in Towns County, sell at public outcry to the highest bidder for cash, the property described in said deed to-wit:

All that tract or parcel of land lying and being in Land Lot 137, 17th District, 1st Section, Towns County, Georgia, containing 0.846 acres and being Lot Seventeen (17) of Townsend Mill Estates, Phase III, as shown on a plat of survey by Tamrok Associates, Inc., dated November 13, 1996 recorded in Plat Book 19, Page 189, Towns County Records and shown on a plat of survey by Tamrok Associates, Inc., dated June 18, 1997, recorded in Plat Book 21 Page 272 Towns County records which descriptions on said plats are incorporated herein by reference. The grantor grants to grantee a perpetual easement for ingress and egress to the above described property along the roads as shown on said plat. The property is conveyed subject to the restrictions as shown on the attached Exhibit A. The prop-erty is conveyed subject to the power line easement to Blue Ridge Mountain Electric Membership Corporation as recorded in Deed Book 149, Page 614, Towns County Records.

which has the property address of 6097 Mill Road, Young Harris, Georgia., together with all fixtures and other personal prop-

erty conveyed by said deed. The sale will be held subject to any unpaid taxes, assessments, rights-of-way, easements, protective covenants or restrictions, liens, and other superior matters of record which may affect said property.

The sale will be conducted subject (1) to confirmation that the sale is not prohibited under the U.S. Bankruptcy Code and (2) to final confirmation and audit of the status of the loan with the holder of the security deed.

Notice has been given of intention to col-lect attorneys' fees in accordance with the terms of the note secured by said deed. Notice has been also given, in writing and by certified mail, return receipt requested, to the borrower, of the name, address, or entity who shall have full authority to negotiate, amend, and modify all terms of the Security Deed and the note thereby se-cured in accordance with 0.C.G.A. Section 44-14-162.2(a).

Said property will be sold as the property of Mick C. Youngblood and the proceeds of said sale will be applied to the payment of said indebtedness, the expense of said sale, all as provided in said deed, and the undersigned will execute a deed to the purchaser as provided in the aforementioned Security Deed. Nationstar Mortgage, LLC Attorney in Fact for Mick C. Youngblood McCurdy & Candler, L.L.C.

(404) 373-1612 www.mccurdycandler.com Towns County Herald Iowns County Heraid Publication Dates: 12-06-2012, 12-13-2012, 12-20-2012, 12-27-2012 File No. 11-06544 /CONV/cajohnson THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE BE USED FOR THAT PURPOSE.

NOTICE OF SALE UNDER POWER STATE OF GEORGIA COUNTY OF TOWNS

Under and by virtue of the power of sale contained with that certain Deed to Secure Debt dated October 1, 2010, from Curtis Shell to Mortgage Electronic Registration Systems, Inc. as nominee for Homestar Fi-nancial Corporation, recorded on October 6, 2010 in Deed Book 482 at Page 216, Towns County, Georgia Records, having been last sold, assigned, transferred and conveyed to JP Morgan Chase Bank, N.A. by Assignment and said Deed to Secure Debt having been given to secure a note dated October 1, 2010, in the amount of \$183,419.00, said note being in default, the undersigned will sell at public outcry during the legal hours of sale before the door of the courthouse of Towns Country, Georgia, on Janu-ary 2, 2013, the following described real property (hereinafter referred to as the "Property"): ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 8 AND 9, 17TH DISTRICT, 1ST SECTION OF TOWNS COUNTY CEDECIA PEING 107 12 OF TOWNS COUNTY, GEORGIA BEING LOT 17 OF STANDING MEADOWS SUBDIVISION PHASE 1 AS SHOWN ON A PLAT OF SURVEY BY LANDTECH INC., DATED JUNE 28, 2004 AND RECORDED IN PLAT BOOK 32, PAGE 176, TOWNS COUNTY GEORGIA RECORDS WHICH DESCRIPTION IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF. The debt secured by the Security Deed and evidenced by the note and has been, and is hereby, declared due and payable because of, among other possible events of default, failure to make the payments as required by the terms of the Note. The debt remaining is in default and this sale will be made for the purposes of paying the Deed to Secure Debt, accrued interest, and all expenses of the sale, including attorneys' fees. Notice of intention to collect attorneys' fees has been given as provided by law. To the best of the undersigned's knowledge, the person(s) in possession of the property is/are Curtis Shell. The property, being commonly known as 2417 Meadow Ridge Court, Young Har-ris CA 3052 in Towns Courth, will be sold ris, GA 30582 in Towns County, will be sold as the property of Curtis Shell, subject to any outstanding ad valorem taxes (including taxes which are a lien and not yet due and payable), any matters affecting title to the property which would be disclosed by accurate survey and inspection thereof, and all assessments, liens, encumbrances, restrictions, covenants, and matters of record to the Security Deed. Pursuant to 0.C.G.A.Section 44-14-162.2, the name, address and telephone number of the individual or entity who shall have the full authority to negotiate, amend or modify all terms of the above described mortgage is as follows: JP Morgan Chase Bank, Na-tional Association, 7757 Bayberry Road, Jacksonville, FL 32256, 1-866-349-3540 The foregoing notwithstanding, nothing in 0.C.G.A. Section 44-14-162.2 shall require the secured creditor to negotiate, amend or modify the terms of the mortgage instru-ment. The sale will be conducted subject (1) to confirmation that the sale is not prohibited under U.S. Bankruptcy code and (2) to final confirmation and audit of the status of the loan with the holder of the Security Deed. Albertelli Law Attorney for JP Mor-gan Chase Bank, N.A. as Attorney in Fact for Curtis Shell 100 Galleria Parkway, Suite 960 Atlanta, GA 30339 Phone: (866) 690-0418 A-4336084 12/05/2012, 12/12/2012, 12/19/2012, 12/26/2012 T(Dec5,12,19,26)

NOTICE OF SALE UNDER POWER, TOWNS COUNTY

Pursuant to the Power of Sale contained in a Security Deed given by Hardeep Singh to Mortgage Electronic Registration Systems, Inc. as nominee for United Community Mortgage Services, Inc. dated 4/26/2010 and recorded in Deed Book 473 Page 237, Towns County, Georgia records; as last transferred to JPMorgan Chase Bank, National Association conversion the attor-National Association, conveying the after-described property to secure a Note in the original principal amount of \$104,081.00, original principal amount of \$104,081.00, with interest at the rate specified therein, there will be sold by the undersigned at public outcry to the highest bidder for cash before the Courthouse door of Towns Coun-ty, Georgia, within the legal hours of sale on January 2, 2013 (being the first Tuesday of said month unless said date falls on a Federal Holiday), the following described property: property:

All that tract or parcel of land lying and be-ing in Land Lot 205 & 206, 17th District, 1st Section, Towns County, Georgia containing 1.00 acre as shown on a plat of survey done by Blairsville Surveying Co., dated March 22, 2010 and flied and recorded

March 22, 2010 and filed and recorded at Plat Book 39, Page 35, Towns County, Georgia records, which plat is incorporated herein by reference hereto. The property is conveyed subject to all matters and conditions shown on the above referenced plat of survey and the plat of survey recorded at Plat Book 24 plat of survey recorded at Plat Book 24, Page 1, Towns County, Georgia records. The property is conveyed subject to the

restrictions recorded in Deed Book 107, Pages 668-669, Towns County, Georgia records.

The property is conveyed subject to the use of Rodovich Drive by others. Also conveyed herewith is a perpetual, non-exclusive easement of ingress and egress over and across Rodovich Drive. being shown as the private access on the

above referenced plat of survey. The debt secured by said Security Deed has been and is hereby declared due behas been and is hereby declared due be-cause of, among other possible events of default, failure to pay the indebtedness as and when due and in the manner pro-vided in the Note and Security Deed. The debt remaining in default, this sale will be made for the purpose of paying the same and all evenence of this colo en provided and all expenses of this sale, as provided in the Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). JPMor-gan Chase Bank, National Association is the current owner of the loan.

Said property is commonly known as 4724 Rodovich Drive, Young Harris, Georgia 30582 together with all fixtures and personal property attached to and constituting a part of said property, if any. To the best knowledge and belief of the undersigned, the party (or parties) in possession of the subject property is (are): Hardeep Singh or tenant or tenants.

JPMorgan Chase Bank, NA is the entity or individual designated, who shall have full authority to negotiate, amend and modify all terms of the mortgage pursuant to es-tablished guidelines. JPMorgan Chase Bank, NA

Homeowner's Assistance Department 3415 Vision Drive Columbus, Ohio 43219

1-866-550-5705 Note, however, that such entity or individual is not required by law to negotiate, amend

or modify the terms of the loan. Said property will be sold subject to: (a) any outstanding ad valorem taxes (including taxes which are a lien, but not yet due and payable), (b) the right of redemption of any taxing authority, (c) any matters which might be disclosed by an accurate survey and inspection of the property, and (d) any assessments, liens, encumbrances, zoning ordinances, restrictions covenants, and ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

Said property will be sold subject to: (a) any outstanding ad valorem taxes (includ-ing taxes which are a lien, but not yet due ing taxes which are a lien, but not yet due and payable), (b) unpaid water or sew-age bills that constitute a lien against the property whether due and payable or not yet due and payable and which may not be of record, (c) the right of redemption of any taxing authority, (d) any matters which might be disclosed by an accurate survey and inspection of the property, and (e) any assessments, liens, encumbrances, zoning ordinances, restrictions, covenants, and ordinances, restrictions, covenants, and matters of record superior to the Security Deed first set out above.

The sale will be conducted subject to (1) confirmation that the sale is not prohibited under the U.S. Bankruptcy Code; and (2) final confirmation and audit of the status of the loan with the holder of the Security Deed. Pursuant to O.C.G.A. Section 9-13-172.1, which allows for certain procedures regarding the rescission of judicial and non-judicial sales in the State of Georgia, the Deed Under Power and other foreclosure documents may not be provided until final confirmation and audit of the status of the loan as provided immediately above. JPMorgan Chase Bank, National Associa-tion as agent and Attorney in Fact for Hardeep Sinaĥ

Publication Dates: 12-12-2012, 12-19-2012, 12-26-2012, 01-02-2013 File No. 12-06123 /FHA/Iseymore THIS LAW FIRM IS ACTING AS A DEBT COL-LECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE TO DERTORS AND CREDITORS STATE OF GEORGIA COUNTY OF TOWNS

RE: Estate of Harlan Underwood All creditors of the estate of Harlan Un-derwood, deceased, late of Towns County, Georgia, are hereby notified to render their demands to the undersigned according to law, and all persons indebted to said estate are required to make immediate payment to the undersigned. This the 28th day of November, 2012 Roberta Underwood. Personal Representative 103 Crane Creek Road

Young Harris, GA 30582 706-379-3569 T(Dec5,12,19,26)B

mentioned qualification criteria enclosed, will be returned to the BIDDER

CONTRACTORS and SUBCONTRACTORS bid-ding on this Project will be required to comply with all Federal, State, and local laws. OWNER reserves the right to waive any informalities or to reject any or all Bids, to evaluate Bids, and to accept any Bid which in its opinion may be in the best interest of the OWNER. No Bid will be rejected without

Just cause. Successful Bidder will be required to per-form WORK as the Prime Contractor. WORK performed by Prime Contractor shall be at a minimum 30% of the contract value. No BIDDER may withdraw his bid within

the time limit specified in the Instruction to Bidders (Section 00100). The City has acquired all necessary State

and Federal permits in connection with this project. The City has acquired 90% of the easements and rights of way in connection with this project and anticipates that all such easements and rights of way will be acquired within 60 days of the date of

be acquired within 60 days of the date of receiving bids. * Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia. For Performance Bonds less than \$300,000 an irrevocable Letter of Credit from a bank as defined in 0.C.G.A. Code Section 7-1-4 may be submitted in lieu of a bond. In lieu of a Payment Bond, a Cashier's Check, Certified Check, or Cash may be submitted in an amount not less than the total amount payable by the terms than the total amount payable by the terms of the CONTRACT.

Barbara Mathis Mayor City of Hiawassee, Georgia eep Singh Aldridge Connors, LLP, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7400. THIS LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR TWAT DIPOPOE 1021 80707 BE USED FOR THAT PURPOSE. 1031-68797 T(Dec5,12,19,26)B