

ZONING

PROPERTY LINE NOW OR FORMERLY BELONGING TO WHITEHEAD ROAD INVESTMENTS LLC NORTH 69 DEGREES 55 MINUTES 35 SECONDS WEST A DISTANCE OF 184.10 FEET TO A POINT; THENCE NORTH 89 DEGREES 56 MINUTES 49 SECONDS WEST A DISTANCE OF 206.93 FEET TO A FIVE INCH AXLE FOUND; THENCE DEPARTING SAID PROPERTY LINE RUNNING ALONG THE PROPERTY OF PROPERTY NOW OR FORMERLY BELONGING TO JARAMILLO MATILDE NORTH 30 DEGREES 23 MINUTES 37 SECONDS EAST A DISTANCE OF 243.26 FEET TO SAID POINT LOCATED AT THE POINT OF BEGINNING. SAID TRACT OR PARCEL OF LAND CONTAINS 173.493 SQUARE FEET, BEING 3.983 ACRES

The property is presently zoned Mobile Home Park District (MH). The applicant is requesting to rezone to Medium Density Mixed Residential District (R36) for a 12 unit cottage court development.

The Sugar Hill City Council will consider whether to rezone the property to the Mayor and City Council has authority to zone the property as requested or place such other zoning classification and conditions on the property as they deem appropriate, constitutional, and in the best interest of the citizens of Sugar Hill. The public is invited to attend the public hearing scheduled for Tuesday, February 15, 2022 at 7:30 p.m. for the Mayor and City Council in city hall, which is located at 5039 West Broad Street, Sugar Hill, Georgia. A copy of the proposed rezoning is available for review in the office of the Planning and Development Department located at 5039 West Broad Street, Sugar Hill, Georgia, Monday through Friday, from 8:30 a.m. to 4:30 p.m.

CITY OF SUGAR HILL NOTICE OF PUBLIC HEARING REZONING - CHANGE IN CONDITIONS ONLY RZ-21-010

Notice is hereby given to the Public that an application has been filed with the City of Sugar Hill, Georgia requesting to change the conditions of zoning for the property known as 4810 Wages Way, tax parcel R7-292-031 containing 1.212 acres and more particularly described as follows:

All that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot 292 of the 7th District of Gwinnett County, Georgia and being more particularly described as follows: Beginning at an iron pin placed at the intersection of the southwesterly right of way of Wages Way and the northwesterly right of way of Hidden Circle Drive; thence South 1 degree 25 minutes 38 seconds East a distance of 31.31 feet to a concrete monument; thence South 52 degrees 01 minutes 36 seconds West a distance of 132.17 feet to a concrete monument; thence South 59 degrees 36 minutes 00 seconds West along the land lot line common to Land Lot 292 and Land Lot 271 a distance of 261.84 feet to an iron pin found; thence North 38 degrees 26 minutes 55 seconds West a distance of 54.73 feet to an iron pin found; thence North 32 degrees 26 minutes 58 seconds West a distance of 50.48 feet to an iron pin found; thence proceeding North 43 degrees 01 minutes 39 seconds East a distance of 259.77 feet to an iron pin found; thence proceeding South 80 degrees 30 minutes 55 seconds East a distance of 209.89 feet to an iron pin placed at the point of beginning. Said property being fully set forth in a plat of survey by William Lee Whitley, RLS #1516, dated March 23, 1996, and entitled "Survey of Property Located in Land Lot 292-7th District, Gwinnett County, Georgia." This being a portion of the property conveyed in Parcel 100000 by Eugene Johnson by Warranty Deed recorded in Deed Book 99, Page 568, Gwinnett County Records.

The property is presently zoned Highway Service Business District (HSB) in the City of Sugar Hill. TT Investment Group, LLC is requesting to change the conditions of zoning to construct and office building with warehouse space.

The Sugar Hill City Council will consider whether to rezone the property. The Mayor and City Council has authority to zone the property as requested or place such other zoning classification and conditions on the property as they deem appropriate, constitutional, and in the best interest of the citizens of Sugar Hill. The public is invited to attend public hearings scheduled for Tuesday, February 15, 2022, at 7:30 p.m. for the Mayor and City Council in city hall, which is located at 5039 West Broad Street, Sugar Hill, Georgia. A copy of the proposed rezoning is available for review in the office of the Planning and Development Department located at 5039 West Broad Street, Sugar Hill, Georgia, Monday through Friday, from 8:30 a.m. to 4:30 p.m.

The property is presently zoned Highway Service Business District (HSB) in the City of Sugar Hill. TT Investment Group, LLC is requesting to change the conditions of zoning to construct and office building with warehouse space.

The Sugar Hill City Council will consider whether to rezone the property and whether or not to change the conditions and variances approved as part of prior zoning actions. The Mayor and City Council has authority to change the conditions placed upon the property in prior zoning actions, change the variances granted in prior zoning actions, zone the property as requested or place such other zoning classification and conditions on the property as they deem appropriate, constitutional, and in the best interest of the citizens of Sugar Hill. The public is invited to attend public hearings scheduled for Tuesday, February 15, 2022, at 7:30 p.m. for the Mayor and City Council in city hall, which is located at 5039 West Broad Street, Sugar Hill, Georgia. A copy of the proposed rezoning is available for review in the office of the Planning and Development Department located at 5039 West Broad Street, Sugar Hill, Georgia, Monday through Friday, from 8:30 a.m. to 4:30 p.m.

PUBLIC HEARING NOTICE GWINNETT COUNTY BOARD OF CONSTRUCTION ADJUSTMENTS AND APPEALS GWINNETT JUSTICE & ADMINISTRATION CENTER 75 LANGLEY DRIVE LAWRENCEVILLE, GEORGIA 30045 PHONE: 878.518.6000 HEARING: FEBRUARY 9, 2022 AT 3:00 PM

Stream Buffer Variance SBV2022-00002
February 15, 2022 at 7:30 p.m. for the Mayor and City Council in city hall, which is located at 5039 West Broad Street, Sugar Hill, Georgia. A copy of the proposed rezoning is available for review in the office of the Planning and Development Department located at 5039 West Broad Street, Sugar Hill, Georgia, Monday through Friday, from 8:30 a.m. to 4:30 p.m.

CITY OF SUGAR HILL NOTICE OF PUBLIC HEARING SPECIAL USE PERMIT SUP-21-004

Notice is hereby given to the public that HaiYing Yu & Shuqun Shao have filed an application for a special use permit request for the property located at Tax Parcel ID: 7-258-008, located in the Sugar Hill Station Shopping Center at 4450 Nelson Brogdon Boulevard, Suite D-1.

The property is presently zoned General Business District (BG). The applicant is requesting a Special Use Permit to operate a Massage Establishment under the Shining Health LLC.

The Mayor and City Council has authority to grant the proposed rezoning. The Mayor and City Council has authority to zone the property as requested or place such other zoning classification and conditions on the property as they deem appropriate, constitutional, and in the best interest of the citizens of Sugar Hill. The public is invited to attend public hearings scheduled for Tuesday, February 15, 2022, at 7:30 p.m. for the Mayor and City Council in city hall, which is located at 5039 West Broad Street, Sugar Hill, Georgia. A copy of the proposed rezoning is available for review in the office of the Planning and Development Department located at 5039 West Broad Street, Sugar Hill, Georgia, Monday through Friday, from 8:30 a.m. to 4:30 p.m.

All that tract or parcel of land lying in and being in Land Lot 306 and 322 of the 7th District, Gwinnett County, Georgia, and being more particularly described as follows: Commencing at a point at

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the mitered intersection of Arbor Grove Way (having a variable width publicly dedicated right of way) and Sycamore Road (having an 8 foot wide publicly dedicated right of way), thence leaving said right of way of Arbor Grove Way and continuing along said right of way of Sycamore Road a distance of 366.45 feet to a 1/2 inch rebar in the right of way of Sycamore Road, said 1/2 inch rebar being the TRUE POINT OF BEGINNING. Thence continuing along said right of way of Sycamore Road the following courses and distances: with a curve turning to the right, with an arc distance of 124.83 feet, with a radius of 825.61 feet, with a chord bearing of South 05 degrees 49 minutes 18 seconds East, with a chord length of 124.1 feet to a 1 inch capped rebar set; South 02 degrees 31 minutes 17 seconds West a distance of 271.53 feet to a 5/8 inch capped rebar set; with a curve turning to the left with an arc distance of 271.01 feet, with a radius of 451.97 feet, with a chord bearing of South 13 degrees 12 minutes 36 seconds East, with a chord length of 266.96 feet to an axle found; South 30 degrees 31 minutes 10 seconds East a distance of 206.86 feet to a 1 inch open top pipe found; South 31 degrees 52 minutes 24 seconds East a distance of 154.86 feet to a 1/2 inch open top pipe found; South 32 degrees 38 minutes 59 seconds East a distance of 62.71 feet to a 1/2 inch rebar found; Thence leaving said right of way of Sycamore Road South 35 degrees 13 minutes 03 seconds West a distance of 235.29 feet to a 1 inch open top pipe found; Thence South 49 degrees 35 minutes 39 seconds East a distance of 98.51 feet to a 1 inch open top pipe found; Thence South 34 degrees 55 minutes 17 seconds West a distance of 359.79 feet to a 5/8 inch rebar found; Thence South 81 degrees 16 minutes 34 seconds West a distance of 500.10 feet to a 1 inch crimped top pipe found; Thence North 06 degrees 12 minutes 34 seconds West a distance of 195.92 feet to a 1 inch open top pipe found; Thence North 25 degrees 03 minutes 18 seconds West a distance of 139.75 feet to a 1/2 inch rebar found; Thence North 88 degrees 12 minutes 07 seconds West a distance of 72.46 feet to an axle found; Thence North 47 degrees 19 minutes 38 seconds West a distance of 23.36 feet to an axle found; Thence North 63 degrees 01 minutes 29 seconds West a distance of 93.18 feet to an axle found; Thence North 49 degrees 01 minutes 20 seconds West a distance of 100.05 feet to a 2 inch open top pipe found; Thence North 30 degrees 03 minutes 58 seconds West a distance of 453.88 feet to a 1 inch open top pipe found; Thence North 54 degrees 14 minutes 17 seconds East a distance of 359.86 feet to an axle found; Thence North 54 degrees 12 minutes 00 seconds East a distance of 305.23 feet to a 2 inch open top pipe found; Thence North 54 degrees 11 minutes 06 seconds East a distance of 654.39 feet to a 1/2 inch rebar found in the right of way of Sycamore Road, said 1/2 inch rebar being the TRUE POINT OF BEGINNING.

The properties are currently zoned General Business District/Town Center Overlay District/Central Business District (BG/TCO/CBD), Rangevater Real Estate, LLC, c/o Shane Lanham with Mahaffey Pickens Tucker, LLP is requesting a stream buffer variance to allow land disturbance within the 50-foot wide undisturbed stream buffer and the construction of impervious surface within the 25-foot-wide impervious surface setback.

The Mayor and City Council has authority to grant the variance as requested, grant the proposed variance as supplemented by conditions of approval, deny the variance request or table the variance request. The public is invited to attend the public hearing scheduled for Tuesday, February 15, 2022, at 7:30 p.m. in the Sugar Hill City Hall, located at 5039 West Broad Street, Sugar Hill, Georgia. The case file may be viewed by any interested party at the Department of Planning and Development from Monday through Friday, from 8:00 a.m. to 5:00 p.m.

FORECLOSURE

NOTICE OF SALE UNDER POWER, GWINNETT COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Thomas J. Porter to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for GMAC Mortgage, LLC, and assigns, dated 2/5/2007 and recorded in Deed Book 5967 Page 89 Hall County, Georgia records; as last transferred to or acquired by PHH Mortgage Corporation, conveying the after-described property to secure a Note in the original principal amount of \$190,000.00, 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 Hall County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on February 1, 2022 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 4 OF THE 1ST LAND DISTRICT (PICKENS GMD 1937) OF GWINNETT COUNTY, GEORGIA AND LAND LOT 155 OF THE 8TH LAND DISTRICT (FRIENDSHIP GMD 1419) OF HALL COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED AS LOT 16, BLOCK B OF MORGANS CROSSING II AS MORE PARTICULARLY DESCRIBED ON A PLAT OF SURVEY FILED FOR RECORD ON NOVEMBER 6, 1995 AND RECORDED AT PLAT BOOK 68, PAGE 140, GWINNETT COUNTY, GEORGIA RECORDS AND FILED FOR RECORD ON NOVEMBER 1, 1995 AND RECORDED AT PLAT SLIDE 478, PAGE 117A, HALL COUNTY, GEORGIA RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD THEREOF BEING HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

This sale will be made subject to any right of the United States of America to redeem the hereinabove described property within 120 days from the sale date aforesaid, in order to satisfy certain outstanding federal tax liens. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible 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 the Security Deed and by law, including attorneys fees (notice of intent to collect attorneys fees having been given).

PHH Mortgage Corporation is the entity or individual designated to have full authority to negotiate, amend and modify all terms of the mortgage.

PHH Mortgage Corporation One Mortgage Way Mount Laurel, NJ 08054 (800) 750-2518 Note, however, that such entity or individual is not required by law to negotiate, amend or modify the terms of the loan.

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.

PHH Mortgage Corporation is the entity or individual designated to have full authority to negotiate, amend and modify all terms of the mortgage.

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p.m. for the Mayor and City Council in city hall, which is located at 5039 West Broad Street, Sugar Hill, Georgia. #orgia. 934-60120 1/26, 2022

CITY OF SUGAR HILL NOTICE OF PUBLIC HEARING VARIANCE REQUEST VAR-21-002 PUBLIC NOTICE

Notice is hereby given to the General Public that an application has been filed for a Variance for the following properties known as Tax Parcels R7-306-089 & R7-306-090 containing 10.579 acres +/-, located at 5000 and 5252 Nelson Brogdon Boulevard, Sugar Hill, Georgia.

FORECLOSURE

NOTICE OF SALE UNDER POWER, GWINNETT COUNTY
Pursuant to the Power of Sale contained in a Security Deed given by Thomas J. Porter to Mortgage Electronic Registration Systems, Inc., as grantee, as nominee for GMAC Mortgage, LLC, and assigns, dated 2/5/2007 and recorded in Deed Book 5967 Page 89 Hall County, Georgia records; as last transferred to or acquired by PHH Mortgage Corporation, conveying the after-described property to secure a Note in the original principal amount of \$190,000.00, 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 Hall County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on February 1, 2022 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 4 OF THE 1ST LAND DISTRICT (PICKENS GMD 1937) OF GWINNETT COUNTY, GEORGIA AND LAND LOT 155 OF THE 8TH LAND DISTRICT (FRIENDSHIP GMD 1419) OF HALL COUNTY, GEORGIA, BEING KNOWN AND DESIGNATED AS LOT 16, BLOCK B OF MORGANS CROSSING II AS MORE PARTICULARLY DESCRIBED ON A PLAT OF SURVEY FILED FOR RECORD ON NOVEMBER 6, 1995 AND RECORDED AT PLAT BOOK 68, PAGE 140, GWINNETT COUNTY, GEORGIA RECORDS AND FILED FOR RECORD ON NOVEMBER 1, 1995 AND RECORDED AT PLAT SLIDE 478, PAGE 117A, HALL COUNTY, GEORGIA RECORDS, REFERENCE BEING HEREBY MADE TO THE RECORD THEREOF BEING HEREBY MADE FOR A MORE COMPLETE LEGAL DESCRIPTION.

This sale will be made subject to any right of the United States of America to redeem the hereinabove described property within 120 days from the sale date aforesaid, in order to satisfy certain outstanding federal tax liens. The debt secured by said Security Deed has been and is hereby declared due because of, among other possible 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 the Security Deed and by law, including attorneys fees (notice of intent to collect attorneys fees having been given).

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amount of \$133,000.00, 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 Gwinnett County, Georgia (or such other area as designated by Order of the Superior Court of said county), within the legal hours of sale on February 1, 2022 (being the first Tuesday of said month unless said date falls on a Federal Holiday, in which case being the first Wednesday of said month), the following described property:

All that tract or parcel of land lying and being in Land Lot 81 of the 6th District of Gwinnett County, Georgia, being Lot 27, Block G, Ridgeland Forest Subdivision, Phase Two, Unit 3, as per plat recorded in Plat Book 11, Page 253, Gwinnett County Records, which plat is incorporated herein by this reference and made a part of this description.

The debt secured by said Security Deed has been and is hereby declared due because of, among other possible 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 the Security Deed and by law, including attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **1475 Bluff Spruce Court SW, Lilburn, GA 30047** 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): Winston Oliver Braine or tenant or tenants.

Fay Servicing, LLC is the entity or individual designated to have full authority to negotiate, amend and modify all terms of the mortgage.

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PARCEL NO. RS5249 197 The debt secured by said Security Deed has been and is hereby declared due because of, among other possible 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 the Security Deed and by law, including attorneys fees (notice of intent to collect attorneys fees having been given).

Said property is commonly known as **1948 Alcovy Shoals Bluff, Lawrenceville, GA 30045** 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): Estate/Heirs of Rosa K. Byers or tenant or tenants.

PHH Mortgage Corporation is the entity or individual designated to have full authority to negotiate, amend and modify all terms of the mortgage.

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tute 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 matters of record superior to the Security Deed first set out above.

Reverse Mortgage Funding LLC as agent and Attorney in Fact for Rita V Rivera Aldridge Pite, LLP, 15 Piedmont Center, 3575 Piedmont Road, N.E., Suite 500, Atlanta, Georgia 30305, (404) 994-7637.

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