

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



SPECIAL / CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Susan Verlander
6760 Hedge Row Lane
Gainesville, Georgia 30506

Phone 404-542-3211

Email Address Susan@marinabayproperty.com

Proposed Use Residential - single family

Property Owner (Name & Mailing Address)

CE 5651 Old Wilkie Road LLC
2200 Century Parkway, Suite 500
Atlanta, Georgia 30345

Phone [REDACTED]

Email Address Chris.gray@curatedequities.com

Contact Person (Name & Mailing Address)

Susan Verlander
6760 Hedge Row Lane
Gainesville, Georgia 30506

Phone 404-542-3211

Email Address Susan@marinabayproperty.com

Tax Parcel Number 10012 000057, 10012 000056, 10012 00028

Location Address 5651 Old Wilkie Road Gainesville, Georgia 30356

Status of Applicant

- ☐ Owner
☐ Option to Purchase
☐ Area Resident
☐ Other

Requested Action

Type of Request:
☐ SU ☐ CUP
Fee: \$
Receipt #:

Zoning: VC Check #: Conf # 5286255

Acreage 4.55 acres

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature] Date: 01/06/25

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign Date:

Staff Use Only

Application Date: Taken by:

Tentative Planning Commission Date: Tentative County Commission Date:

County Commission District:

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) CE 5651 Old Wilkie Road, LLC
Address 2200 Century Parkway Suite 500
Atlanta, Ga 30345
Phone Number 678-954-4000

Name of applicant(s) Susan Verlander
Address 6760 Hedge Row Lane
Gainesville Ga 30506
Phone Number 404-542-3211

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

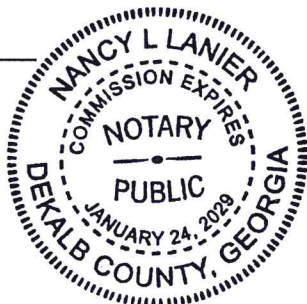
Signature of Owner(s) [Signature] for CE 5651 Old Wilkie Road, LLC

Personally appeared before me

Randy Gold

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[Signature]
Notary Public



Date 2/18/2025

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not X

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

THE TIMOTHY JOHN HOUSE
REVOCABLE LIVING

Date: 01-23-2025

Applicant's/Owner's Name (Printed): Timothy John House

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Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: _____ Date: 1/6/24

Applicant's/Owner's Name (Printed): USAN VERLANDER

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**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Randy S. Galt

Date: 2/18/25

Applicant's/Owner's Name(Printed): Randy S. Galt for CE 5651 Old W. 11th Rd, LLC



BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	CE 5651 Old Wilkie Road, LLC	Control Number:	24229926
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Owes Current Year AR
NAICS Code:	Real Estate and Rental and Leasing	NAICS Sub Code:	Other Activities Related to Real Est
Principal Office Address:	2200 Century Parkway, Suite 500, Atlanta, GA, 30345, USA	Date of Formation / Registration Date:	12/17/2024
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: Randy Gold
Physical Address: 2200 Century Parkway, Suite 500, Atlanta, GA, 30345, USA
County: Dekalb

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Filing History

Name History

Return to Business Search

**OPERATING AGREEMENT
OF
CE 5651 OLD WILKIE ROAD, LLC**

This Operating Agreement (the "**Agreement**") of CE 5651 Old Wilkie Road, LLC (the "**Company**"), effective as of December 17, 2024 (the "**Effective Date**"), is entered into by and between the Company and Curated Equities Urban Infill Fund I, LLC, a Georgia Limited Liability Company, with its principal place of business located at 2200 Century Parkway, Suite 500, Atlanta, Georgia 30345, as the single member of the Company (the "**Member**").

WHEREAS, the Company was formed as a limited liability company on December 17, 2024 by the filing of Articles of Organization with the Secretary of State of the State of Georgia ("**Secretary of State**") pursuant to and in accordance with the Georgia Limited Liability Company Act, as amended from time to time (the "**LLCA**").

WHEREAS, the Member and the Company agree that membership in and management of the Company shall be governed by the terms of this Agreement, which is intended to be a written operating agreement as defined in Section 14-11-101(18) of the LLCA.

NOW, THEREFORE, the Member and the Company agree as follows:

1. Name. The name of the Company is CE 5651 Old Wilkie Road, LLC.
2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the LLCA and to engage in any and all necessary or incidental activities.
3. Powers. The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the LLCA.
4. Principal Office; Registered Office and Agent.
 - a. Principal Office. The location of the principal office of the Company shall be 2200 Century Parkway, Suite 500, Atlanta, Georgia 30345, or such other location as the Manager, as such term is defined herein, may from time to time designate.
 - b. Registered Office and Agent. The registered agent of the Company for service of process in the State of Georgia and the registered office of the Company in the State of Georgia shall be the person and location reflected in the transmittal form or annual registration filed with the Secretary of State. If the registered agent or registered office shall change, the Manager shall promptly designate a replacement registered agent or registered office, as the case may be, in the manner provided by the LLCA.

5. Members.

a. Initial Member. The Member owns one hundred percent (100%) of the LLC interests of the Company.

b. Additional Members. One or more additional members may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional members to the Company, the Manager shall amend this Agreement to make such changes as the Manager shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

c. Transfer. The Member may at its sole discretion transfer any or all of its LLC interest in the Company or any portion thereof at any time.

d. Limited Liability Company Interest Certificates. The Company may issue any certificates to evidence ownership of the LLC interests.

6. Management.

a. Manager, Authority; Powers and Duties of the Member. The Company shall be managed by its manager (the "Manager"). The initial manager is CE Urban Infill Fund Manager, LLC. The Manager shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company, except to the extent the LLCA requires a member vote. Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of a manager under the LLCA, and shall have such authority, rights, and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient, or advisable to effectuate the purposes of this Agreement, except to the extent the LLCA requires a member vote.

b. Election of Officers; Delegation of Authority. The Manager may, from time to time, designate one or more officers with such titles as may be designated by the Manager to act in the name of the Company with such authority as may be delegated to such officers by the Manager (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Manager. Any action taken by an Officer designated by the Manager pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to such Officer. The initial officers of the Company are two (2) Presidents who are Seth Jutan and Randy Gold.

c. Presidents. Subject to the provisions of this Agreement, the Presidents are responsible for the daily management and control of the Company's business affairs. Except for the powers reserved to the Manager by this Agreement or the Georgia Act, the Presidents have all the rights and powers prescribed herein and in the Georgia Act, and all rights and powers necessary or advisable in the discharge of the duties of the President under this Agreement. The Presidents must agree as to any and all of their decisions, otherwise, the Manager shall make the decision.

7. Liability of Member and/or Manager; Indemnification.

a. Liability of Member and Manager. Except as otherwise required by the LLCA, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member and/or Manager shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member and/or participating in the management of the Company.

b. Indemnification. To the fullest extent permitted under the LLCA, the Member and/or Manager (irrespective of the capacity in which they act) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member and/or Manager relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member and/or Manager on behalf of the Company; provided, however, that any indemnity under this Section 7(b) shall be provided out of and to the extent of Company assets only, and neither the Member, Manager, nor any other person shall have any personal liability on account thereof.

8. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.

9. Capital Contributions. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, express or implied, to make any such contribution or loan to the Company.

10. Compliance with Corporate Transparency Act. The Manager shall (a) cause the Company to comply with its obligations under the Corporate Transparency Act of 2020 (as amended, the "CTA") and with the regulations (the "CTA Regulations") promulgated by the Financial Crimes Enforcement Network thereunder; and (b) take any actions and provide such information to the Company necessary to ensure compliance with the CTA and CTA Regulations.

11. Tax Status; Income and Deductions.

a. Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal

and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

b. Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

12. Distributions. Distributions shall be made to the Member in an amount that is at least equal to what would be the tax obligations incurred by the Member based on its ownership of a membership interest in the Company if it were an individual (not a pass-through entity) subject to the highest tax bracket during the applicable year.

13. Dissolution; Liquidation.

a. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Manager and Member; (ii) the entry of a decree of judicial dissolution; (iii) administrative dissolution by the Georgia Secretary of State; or (iv) any other event or circumstance giving rise to the dissolution of the Company under the LLCA, unless the Company's existence is continued pursuant to the LLCA.

b. Winding Up. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Manager shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue. The Manager may, in its discretion, file a statement of commencement of winding up with the Secretary of State in accordance with the LLCA.

c. Authorized Activities. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

d. Certificate of Termination. Upon the completion of the winding up of the Company, the Manager may, in its discretion, file a certificate of termination in accordance with the LLCA.

14. Miscellaneous.

a. Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

b. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, excluding the conflicts of law provisions thereof.

c. Severability. If any provision of this Agreement shall be declared to be invalid, illegal, or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

d. No Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

e. Electronic Execution. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

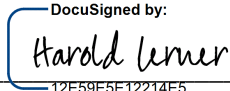
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

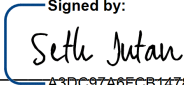
**CURATED EQUITIES URBAN INFILL FUND I, LLC,
a Georgia limited liability company**

**By: CE URBAN INFILL FUND MANAGER, LLC, its
Manager:**

**By: CURATED EQUITIES, LLC, its sole Member,
by its Managers:**

By: ADELIA PARK, LLC, its Manager

By: 
12E59E5E12214E5...
[AUTHORIZED INDIVIDUAL]

By:  Signed by:
A3DC97A6FCB1478...
[AUTHORIZED INDIVIDUAL]

By: SPRING CE, LLC, its Manager

By:  DocuSigned by:
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[AUTHORIZED INDIVIDUAL]