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**CONTAINED
IN CONSTRUCTION DEED TO
SECURE DEBT AND SECURITY
AGREEMENT**

STATE OF GEORGIA
COUNTY OF FORSYTH
Under and by virtue of the power of
safe contained in that certain
Construction Deed to Secure Debt
and Security Agreement from
TOUCHSTONE HOMES (GEOR-
GIA), INC., a Georgia corporation
(hereinafter referred to as
"Borrower"), to BRANCH BANKING
AND TRUST COMPANY, as suc-
cessor in interest to Colonial Bank f/k/a
Colonial Bank, National Association
("Colonial") by asset acquisition from
the Federal Deposit Insurance
Corporation as Receiver for Colonial
(hereinafter referred to as "Lender"),
dated January 20, 2005, and record-
ed at Deed Book 3678, Page 140, et
seq., Forsyth County, Georgia
Records (as modified, amended,
supplemented or replaced from time
to time, collectively, the "Security
Deed"), the undersigned, as
Attorney-in-Fact for Borrower, will
sell at public outcry to the highest
and best bidder for cash, between
the legal hours of sale before the
Courthouse door of Forsyth County,
Georgia, on the first Tuesday in
December, 2011 (December 6,
2011) the following described prop-
erty (the "Property"), to wit:
ALL THAT TRACT OR PARCEL OF
LAND lying and being in Forsyth
County, Georgia and being more
particularly described on Exhibit "A"
attached hereto and made a part
hereof (the "Property").
Said Security Deed was given to
secure that certain Non-Consumer
Real Estate Note made by Borrower,
dated January 20, 2005, in the origi-
nal principal amount of TWO MIL-
LION FOUR HUNDRED NINETY-
NINE THOUSAND TWO HUNDRED
AND NO/HUNDREDTHS DOL-
LARS (\$2,499,200.00), as modified
by Agreements to Modify
Promissory Note dated as of
January 30, 2006, February 21,
2007, May 22, 2007, May 19, 2008,
November 12, 2008, May 10, 2009,
May 10, 2009 and August 30, 2009,
and as further modified by
Addendum effective August 17,
2009 (as further modified, amended,
supplemented or replaced from time
to time, collectively, the "Note"), with
interest thereon as provided in said
Note until paid.
On account of defaults in the terms
of the Note, the Security Deed and
other loan documents, including
Borrower's failure to pay to Lender
the outstanding and unpaid principal
indebtedness and accrued interest
upon maturity of the Loan, Lender,
the present holder of said Security
Deed and Note, has declared the
entire unpaid principal balance of all
obligations secured by said Security
Deed, including interest to date of
sale, to be due and payable immedi-
ately.
The debt remaining in default and
unpaid, this sale will be for the pur-
pose of satisfying the principal and
interest due, amounts, if any,
expended by Lender to protect its

expenses of this sale, including,
without limitation, attorneys' fees.
The Property will be sold subject to
outstanding ad valorem taxes and/or
assessments, and superior eases-
ments, restrictions and rights-of-way
and other superior matters of record,
if any. The undersigned will execute
a deed to the purchaser at the sale
as provided in the aforesaid Security
Deed.
To the best knowledge and belief of
Lender, the equitable title to the
Property is vested in Borrower, and
the party in possession of the
Property is said equitable title hold-
er.
BRANCH BANKING AND TRUST
COMPANY, as Attorney-in-Fact for
Touchstone Homes (Georgia), Inc.
G. Leighton Stradman, Esq.
Wombie Carlyle Sandridge & Rice,
PLLC
Attorneys at Law
271 17th Street, N.W.
Suite 2400
Atlanta, Georgia 30363-1017
(404) 888-7406
EXHIBIT "A"
ALL THAT TRACT or parcel of land
lying and being in Land Lot 518 of
the 14th District, 1st Section,
Forsyth County, Georgia, being Lots
291, 297 and 300, Hampton, POD
C-4, as per plat recorded in Plat
Book 113, Pages 261-265, Forsyth
County, Georgia records, said plat
being incorporated herein and made
reference hereto.
L337 11/9, 16, 23, 30

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gnp11

**NOTICE OF SALE
UNDER POWER**

FORSYTH COUNTY
Pursuant to the Power of Sale con-
tained in a Security Deed given by
George D. Barnett and Jeanette K.
Barnett to Sue Kim Lee dated
06/01/1999 and recorded in Deed
Book 1517 Page 0153, Forsyth
County, Georgia records to secure a
Note in the original principal amount
of \$134,500.00, 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
Forsyth County, Georgia, within the
legal hours of sale on the first
Tuesday in November, 2011
(November 1, 2011), the following
described property:
All that tract or parcel of land lying
and being in the Third District, First
Section, Forsyth County, Georgia,
and being in Land Lots 1118, 1119
and 1186, and being known as Lot
8 of Bald Ridge Acres Subdivision,
according to a plat of survey by
Richard Williams, RLS, dated May
26, 1961, and recorded at Plat
Book 1, Page 27, Office of Clerk of
Superior Court, Forsyth County,
Georgia, said plat being incorporat-
ed herein by reference and made a
part hereof, together with improve-
ments thereon.
Said property is commonly known
as 1780 Williams Circle,
Cumming, GA 30041, together
with all fixture and personal prop-
erty attached to and constituting a
part of said property, if any.

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gnp14

NOTICE

Georgia Department of
Transportation
To Hold A Location and Design
Public Information Open House for
Project CSBRG-0007-00(021)
Forsyth & Hall
P.I. No. 0007021
On December 13, 2011 in the
Chestatee High School cafeteria
located at 3005 Sardis Road,
Gainesville, GA 30506, the Georgia
Department of Transportation will
hold a Public Information Open
House concerning Project CSBRG-
0007-00(021), Forsyth & Hall
Counties.
Project CSBRG-0007-00(021),
Forsyth & Hall Counties is a propo-
sal to replace the State Route
(SR) 53 Bridge over the Chestatee
River/Lake Lanier.
The purpose of this Open House is
to provide the public with an oppor-
tunity to view the proposed project,
ask questions, and comment on the
proposal.
The Open House will be conducted
between the hours of 5:00 p.m. and
7:00 p.m. The Open House will be
informal and the public is invited to
attend anytime during these hours.
There will be no formal presenta-
tion.
Americans with Disabilities Act
(ADA) Information:
The meeting site is accessible to
persons with disabilities.
Accommodations for people with
disabilities can be arranged with
advance notice by calling [GDOT -
District 1 Planning & Programming
Engineer, Kim Coley - (770) 532-
5530].
Written statements will be accepted
concerning this project until
December 23, 2011.
Written statements may be submit-
ted to:
Mr. Glenn Bowman, P.E.
State Environmental Administrator
Georgia Department of
Transportation
600 West Peachtree Street, NW -
16th Floor
Atlanta, Georgia 30308
L403 11/23, 12/7

NAME CHANGES

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gnp15
**IN THE SUPERIOR COURT
OF FORSYTH COUNTY
STATE OF GEORGIA**
In re: Donnie Lee Austin
an Adult, Petitioner
Civil Action File No. 11CV-2197
**NOTICE OF PETITION
TO CHANGE NAME**
PLEASE TAKE NOTICE,
that on the 26th day of October
2011, Donnie Lee Austin filed a
Petition in the Superior Court of
Forsyth County, Georgia, seeking
to change his name to Lee Weber
Austin. Any interested or effected
party has a right to appear and file
objections. At the expiration of thirty
(30) days from the filing of the
Petition, upon proof of publication,
and if no objection if filed, the Court

Storage intends to sell the personal
property described below to
enforce a lien imposed on said
property
pursuant to the Georgia Self-
Storage Facility Act, Georgia Code
Section
10-4-210 to 10-4-215. The under-
signed will sell at public sale by
competitive bidding on Tuesday
December 6th at 11:00 A.M. on the
premises where said property is
being stored and which is located
at, Quality Storage 2016 Atlanta
Hwy, Cumming Ga. 30040, County
of Forsyth, State of Georgia, the fol-
lowing:
MIKE DE MELLO UNIT 1012 5X10
Furniture and boxes
TIM EMMEL UNIT 1081 10 X 10
Equipment and boxes
LORI GIGER UNIT 1123 10X5
House hold items
SARAH MASON UNIT 2107 10X10
Household items
ROBERT HENSON UNIT 2111 10
x 10 Furniture and household items
KURT PUTERBAUGH UNIT 2112
10X10 Assorted house items
PAUL SMITH UNIT 2119 10 X 10
Furniture and house items
GARY ANDERSON UNIT 2181 10
X 15 Furniture and household
items
LORI GIGER UNIT 3011 10 X 20
Household furniture
LORI GIGER UNIT 3049 10x 20
Household furniture and boxes
MITRY CHOLAKE UNIT 3051 10 X
20 Furniture and boxes
MITRY CHOLAKE UNIT 3062 10 X
15 Furniture and household items
LORI GIGER UNIT 3071 10 X 20
Assorted household items
LORI GIGER UNIT 3077 10 X 20
Household furniture and boxes
LORI GIGER UNIT 3081 10 X 20
Household items and boxes
LORI GIGER UNIT 3113 10 X 30
Household items and boxes
LORI GIGER UNIT 3117 10 X 30
Household items and boxes
Purchases must be paid for at the
time of the auction with cash or a
credit card with valid ID. All items
are sold as is and must be removed
from the property at the time of the
sale. Sale is subject to cancellation
in the event of a settlement
between the owner and the obligat-
ed party.
L374 11/16, 23

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gnp17

NOTICE OF PUBLIC AUCTION
McFarland-400 Storage
Pursuant to Georgia Self Storage
Facilities Act, McFarland-400
Storage shall conduct a public auc-
tion of the following storage spaces
at 215 McFarland Pkwy.,
Alpharetta, GA at 10:00 AM on
December 12, 2011.
OUT 46 Wilbert Sinclair Nicholson
Bass boat, motor board and trailer
A36 BWE Electrical Contractors
Moped, bike, hard drive, gas cans,
small filing cabinet, ceiling fan, flo-
rescent bulbs, ladder, croquet clubs
A350 Randy Sabatini Boxes of
files, folding chair, folding step lad-
der, maple table
A148 Karen Brown Glass table,
bike, couch, shelves, metal chairs,
small cabinets, containers, paint-

payment of said indebtedness and all the expenses of said sale, including attorney's fees, all as provided in said Security Deed and the excess proceeds, if any, will be distributed as provided by law.

NOTICE OF SALE UNDER POWER IN DEED TO SECURE DEBT

Under and by virtue of the power of sale contained in that certain Deed to Secure Debt from Curtis P Stinespring

fault, 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 ex-

cluded 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. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Michael Young and David Young

HALL COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE

New Sex Offender to Hall County:

Name: Leslie Thomas Leonard

Address: 1030 Summit Street Apt H3 Gainesville, GA 30501

GREEN TREE SERVING LLC
Attorney-in-Fact
JAMES Y. WOODWARD

David W. Adams, Esquire
Painter, Ratterbee & Adams LLP
East Bryan Street, Suite 1001
Gainesville, Georgia 30601
(2) 233-9700

THIS LAW FIRM MAY BE ATTEMPTING TO COLLECT A DEBT IN BEHALF OF THE ABOVE-REFERENCED LENDER AND ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

172 12/8, 15, 22,

NOTICE OF SALE UNDER POWER OF HALL COUNTY THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Under the power of Sale contained in a Security Deed given by Leah Hermida and Ana N. Yebra to Mortgage Electronic Registration Systems, Inc., dated February 8, 2008, recorded in Deed Book 9, Page 383, Hall County, Georgia, as last transferred to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP assignment recorded in Deed Book 9, Page 666, Hall County, Georgia, conveying the property to secure a principal amount of FIFTY FIVE THOUSAND AND TWO DOLLARS (\$55,000.00), with interest thereon as set forth therein, to be sold at public outcry to the highest bidder before the courthouse door of Hall County, Georgia, on the first Tuesday in January, 2012, the following described property: EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. The debt secured by said Security Deed has been declared due because of 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 Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). 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 inspection of the property, any assessments, liens, encumbrances, zoning ordinances, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP 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, will on the first Tuesday in January, 2012, during the

The Times, Gainesville, Georgia Thursday, December 8, 2011

Security Deed being last transferred and assigned to Citicorp Mortgage, Inc. in Deed Book 3063, Page 262, the undersigned will sell at public outcry to the highest bidder for cash before the Courthouse door in said County, during the legal hours of sale, on the first Tuesday of January, 2012 by Citimortgage, Inc., successor by merger with Citicorp Mortgage, Inc., as Attorney-in-Fact for Curtis P Stinespring, IV and Teena C Stinespring the following described property:

All that tract or parcel of land lying and being in Land Lot 1270 GMD of the 15th District of Hall County, Georgia, being Lot 50, Morningside Ridge Subdivision, as shown that plat recorded at Plat Slide 470, Page 40A, and revised 1/18/96 in Plat Slide 495, Page 33A of the Hall County, Georgia Records. Property known as: 5498 Riverchase Drive, Flowery Branch, GA 30542

The indebtedness secured by said Deed to Secure Debt having been declared due and payable because of default in the payment of the indebtedness secured thereby, this sale will be made for the purposes of paying the same and all expenses of sale, including attorney's fees, (notice having been given as provided by law).

The property will be sold as the property of The Aforesaid Grantors subject to the following:

- (1) all prior restrictive covenants, easements, rights-of-way or encumbrances; (2) all valid zoning ordinances; (3) matters which would be disclosed by an accurate survey of the property; (4) the outstanding ad valorem taxes and assessments, if any; (5) unpaid water and sewage bills, that constitute liens against the property, whether due and payable or not yet due and payable; and (6) matters of record superior to the security deed first set out above.

Pursuant to O.C.G.A. Section 44-14-162.2 the name of the person or entity who has

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 inspection of the property, any assessments, liens, encumbrances, zoning ordinances, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Flagstar Bank, F.S.B., 5151 Corporate Drive, Troy, MI 48098, 800-945-7700. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is Dennis Alva Yelverton and Debbie K. Yelverton or a tenant or tenants and said property is more commonly known as 5230 Amherst Way, Flowery Branch, Georgia 30542. 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. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you. Flagstar Bank, FSB as Attorney in Fact for Dennis Alva Yelverton - McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www foreclosurehotline.net MR/sdw 1/3/12 Our file no. 558510-FT1 EXHIBIT "A" The land referred to herein below is situated in the County of Hall, State of Georgia, and is described as follows: All that tract or parcel of land lying and being in the GMD 1270, Hall County, Georgia, as shown and delineated as Lot 49, The Falls Subdivision of Sybdivision Plat recorded in Hall County Plat Records at Plat Slide 402, page 102A, through Plat Slide 403, page 113A, which plats are incorporated herein by reference for a more

ducting 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. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, formerly known as Countrywide Home Loans Servicing, LP as Attorney in Fact for Michael Young and David Young and McCalla Raymer, LLC 1544 Old Alabama Road Roswell, Georgia 30076 www foreclosurehotline.net MR/nrb1 1/3/12 Our file no. 52994110-FT1 EXHIBIT "A" All that tract or parcel of land lying and being in Friendship G.M.D. 1439, Hall County, Georgia, being Lot 109, Mitchell Creek Subdivision, Phase One, as shown on plat recorded at Plat Slide 450, Page 81A, Hall County, Georgia Plat records, which plat is incorporated herein by reference for a more complete description. MR/nrb1 1/3/12 Our file no. 52994110-FT1 293996 12/8, 15, 22, 29

gpn11 (ZAMARRIPA) NOTICE OF SALE UNDER POWER OF HALL COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Beatriz Zamarripa to HomeBanc Mortgage Corporation dated June 23, 2005 in the amount of \$101,500.00, and recorded in Deed Book 5364, Page 386, Hall County, Georgia Records, as last transferred to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP by assignment; the undersigned, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP 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, will on the first Tuesday in January, 2012, during the

23D

Page 676, Hall County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED NINETY-TWO THOUSAND FIFTY AND 0/100 DOLLARS (\$292,950.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Hall County, Georgia within the legal hours of sale on the first Tuesday in January, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. The debt secured by said Security Deed has been 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 Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). 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 inspection of the property, any assessments, liens, encumbrances, zoning ordinances, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 2270 Lakeside Blvd, Richardson, TX 75082, 1-888-219-7773. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is William J Zonts and Jennifer A Zonts or a tenant or tenants and said property is

gpn11 (ZAMARRIPA) NOTICE OF SALE UNDER POWER OF HALL COUNTY

Because of default in the payment of the indebtedness, secured by a Security Deed executed by Beatriz Zamarripa to HomeBanc Mortgage Corporation dated June 23, 2005 in the amount of \$101,500.00, and recorded in Deed Book 5364, Page 386, Hall County, Georgia Records, as last transferred to Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP by assignment; the undersigned, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP 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, will on the first Tuesday in January, 2012, during the

Page 676, Hall County, Georgia Records, conveying the after-described property to secure a Note in the original principal amount of TWO HUNDRED NINETY-TWO THOUSAND FIFTY AND 0/100 DOLLARS (\$292,950.00), with interest thereon as set forth therein, there will be sold at public outcry to the highest bidder for cash before the courthouse door of Hall County, Georgia within the legal hours of sale on the first Tuesday in January, 2012, the following described property: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. The debt secured by said Security Deed has been 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 Security Deed and by law, including attorney's fees (notice of intent to collect attorney's fees having been given). 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 inspection of the property, any assessments, liens, encumbrances, zoning ordinances, covenants, and matters of record superior to the Security Deed first set out above. The entity that has full authority to negotiate, amend, and modify all terms of the mortgage with the debtor is: Bank of America, N.A., 2270 Lakeside Blvd, Richardson, TX 75082, 1-888-219-7773. Please understand that the secured creditor is not required by law to negotiate, amend, or modify the terms of the mortgage instrument. To the best knowledge and belief of the undersigned, the party in possession of the property is William J Zonts and Jennifer A Zonts or a tenant or tenants and said property is

295092 TRF
gpn14
Georgia Department of Transportation
To Hold
A Location and Design Public Information Open House
for Project CSBRG-0007-00(021)
Forsyth & Hall Counties
P.I. No. 0007021

On December 13, 2011 in the Chestatee High School cafeteria located at 3005 Sardis Road, Gainesville, GA 30506, the Georgia Department of Transportation will hold a Public Information Open House concerning Project CSBRG-0007-00(021), Forsyth & Hall Counties.

Project CSBRG-0007-00(021), Forsyth & Hall Counties is a proposal to replace the State Route (SR) 53 Bridge over the Chestatee River/Lake Lanier. The purpose of this Open House is to provide the public with an opportunity to view the proposed project, ask questions, and comment on the proposal. The Open House will be conducted between the hours of 6:00 p.m. and 7:00 p.m. The Open House will be informal and the public is invited to attend anytime during these hours. There will be no formal presentation. Americans with Disabilities Act (ADA) Information:

The meeting site is accessible to persons with disabilities. Accommodations for people with disabilities can be arranged with advance notice by calling [GDOT - District 1 Planning & Programming Engineer, Kim Coley (770) 532-5530].

Written statements will be accepted concerning this project until December 23, 2011.

Written statements may be submitted to: Mr. Glenn Bowman, P.E. State Environmental Administrator Georgia Department of Transportation 600 West Peachtree Street, NW - 16th Floor Atlanta, Georgia 30308 293728 11/24, 12/8.