

APPLICATION FOR REZONING TO THE CITY OF SMYRNA

Type or Print Clearly

(To be completed by City)

Ward: 6

Application No: 716-020

Hearing Date: 12/19/16

APPLICANT: SUPER TAX

Name: ROB BARFIELD
(Representative's name, printed)

Address: 120 INTERSTATE NORTH PKWY, STE 130, ATL GA 30639

Business Phone: (7) 951-9653 Cell Phone: (7) 770-2528 Fax Number: (7) 951-9654

E-Mail Address: rbarfield@visioninv.com

Signature of Representative: 

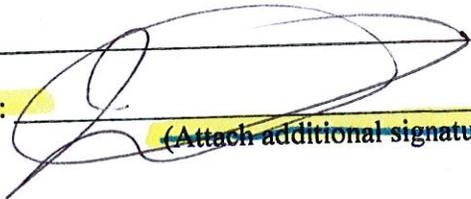
TITLEHOLDER

Name: JAMES D JH, PARKS.
(Titleholder's name, printed)

Address: 3355 KATHY LANE, SMYRNA GA 30080

Business Phone: _____ Cell Phone: _____ Home Phone: _____

E-mail Address: _____

Signature of Titleholder: 

(Attach additional signatures, if needed)

(To be completed by City)

Received: 10/14/16

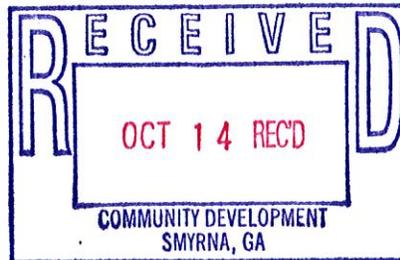
Heard by P&Z Board: 11/14/16

P&Z Recommendation: _____

Advertised: _____

Posted: 10/28/16

Approved/Denied: _____





ZONING REQUEST

From FC Present Zoning to GC Proposed Zoning

LAND USE

From VACANT LOT Present Land Use to OFFICE/RETAIL Proposed Land Use

For the Purpose of OFFICE RETAIL

Size of Tract 1.535 AC

Location 1270 CONCORD RD, SMYRNA GA 30080
(Street address is required. If not applicable, please provide nearest intersection, etc.)

Land Lot (s) 1705 2300 290 District 6

We have investigated the site as to the existence of archaeological and/or architectural landmarks. I hereby certify that there are no X there are such assets. If any, they are as follows:

(To be completed by City)

Recommendation of Planning Commission:

Council's Decision:

CONTIGUOUS ZONING

North: LC

East: LC

South: LC

West: LC

CONTIGUOUS LAND USE

North: OFFICE / RETAIL

East: OFFICE / RETAIL

South: OFFICE / RETAIL

West: OFFICE / RETAIL

INFRASTRUCTURE

WATER AND SEWER

A letter from Scott Stokes, Director of Public Works Department is required stating that water is available and the supply is adequate for this project.

A letter from Scott Stokes, Director of Public Works Department is required stating that sewer is available and the capacity is adequate for this project.

- If it is Cobb County Water, Cobb County must then furnish these letters.

Comments:

TRANSPORTATION

Access to Property? CURB CUT ON CONCORD RD

Improvements proposed by developer? NEW APPX 5500 SF +/-
2 STORY BUILDING WITH SURFACE
PARKING.

Comments:

REQUEST A VARIANCE TO REDUCE
THE FRONT SETBACK FROM 50 FEET
TO 25 FEET.

ZONING DISCLOSURE REPORT

Has the applicant* made, within two years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to the Mayor or any member of the City Council or Planning and Zoning Board who will consider this application?

No

If so, the applicant* and the attorney representing the applicant* must file a disclosure report with the Mayor and City Council of the City of Smyrna, within 10 days after this application is filed.

Please supply the following information, which will be considered as the required disclosure:

The name of the Mayor or member of the City Council or Planning and Zoning Board to whom the campaign contribution or gift was made:

N/A

The dollar amount of each campaign contribution made by the applicant* to the Mayor or any member of the City Council or Planning and Zoning Board during the two years immediately preceding the filing of this application, and the date of each such contribution:

N/A

An enumeration and description of each gift having a value of \$250 or more by the applicant* to the Mayor and any member of the City Council or Planning and Zoning Board during the two years immediately preceding the filing of this application:

N/A

Does the Mayor or any member of the City Council or Planning and Zoning Board have a property interest (direct or indirect ownership including any percentage of ownership less than total) in the subject property?

N/A

If so, describe the natural and extent of such interest: _____

ZONING DISCLOSURE REPORT (CONTINUED)

Does the Mayor or any member of the City Council or Planning and Zoning Board have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is 10% or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property?

If so, describe the nature and extent of such interest:

N/A

Does the Mayor or any member of the City Council or Planning and Zoning Board have a spouse, mother, father, brother, sister, son, or daughter who has any interest as described above?

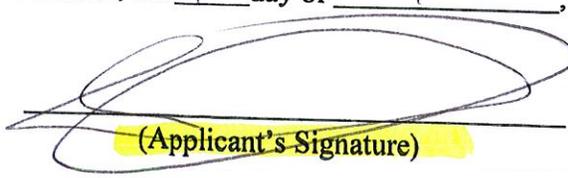
N/A

If so, describe the relationship and the nature and extent of such interest:

N/A

If the answer to any of the above is "Yes", then the Mayor or the member of the City Council or Planning and Zoning Board must immediately disclose the nature and extent of such interest, in writing, to the Mayor and City Council of the City of Smyrna. A copy should be filed with this application**. Such disclosures shall be public record and available for public inspection any time during normal working hours.

We certify that the foregoing information is true and correct, this 12 day of Oct, 2016


(Applicant's Signature)

(Attorney's Signature, if applicable)

Notes

* Applicant is defined as any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association or trust) applying for rezoning action.

** Copy to be filed with the City of Smyrna Zoning Department and City Clerk along with a copy of the zoning application including a copy of the legal description of the property.

REZONING ANALYSIS

Section 1508 of the Smyrna Zoning Code details nine zoning review factors which must be evaluated by the Planning and Zoning Board and the Mayor and Council when considering a rezoning request. Please provide responses to the following using additional pages as necessary. **This section must be filled out by the applicant prior to submittal of the rezoning request.**

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property.

YES. ALL OTHER ADJOINING PROPERTIES
ON AND ACROSS CONCORD ARE OFFICE
& RETAIL.

2. Whether the zoning proposal or the use proposed will adversely affect the existing use or usability of adjacent or nearby property.

No.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

No. It is currently a vacant lot
with uncontrolled vegetative growth.

REZONING ANALYSIS (CONTINUED)

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

No.

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan.

YES. IT WILL CONFORM TO CURRENT USES OF ADJACENT PROPERTIES.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

By approving this request from EC to GC, it will improve the existing property by allowing the site to be improved.

REZONING ANALYSIS (CONTINUED)

7. Whether the development of the property under the zoning proposal will conform to, be a detriment to or enhance the architectural standards, open space requirements and aesthetics of the general neighborhood, considering the current, historical and planned uses in the area.

The New Building will enhance the neighborhood.

8. Under any proposed zoning classification, whether the use proposed may create a nuisance or is incompatible with existing uses in the area.

NONE FORSEEABLE

9. Whether due to the size of the proposed use, in either land area or building height, the proposed use would affect the adjoining property, general neighborhood and other uses in the area positively or negatively.

No



Probate Court of Cobb County

BK: 15284 PG: 2799
REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

IN THE PROBATE COURT
COUNTY OF COBB
STATE OF GEORGIA

IN RE: ESTATE OF)
)
JAMES DONALD PARKS,) ESTATE NO. 13-1026
DECEASED)

LETTERS TESTAMENTARY
(Not Relieved of Filing Returns)

By Kelli L. Wolk, Judge of the Probate Court of the above County.

KNOW ALL WHOM IT MAY CONCERN:

At a regular term of Probate Court, the Last Will and Testament dated September 11, 2009 of **James Donald Parks**, deceased, at the time of his or her death, a resident of the above County was legally proven in Solemn form and was admitted to record by order, and it was further ordered that **Joyce H. Parks**, named as Executor in said Will, be allowed to qualify, and that upon so doing, Letters Testamentary be issued to such Executor.

NOW, THEREFORE the said **Joyce H. Parks**, having taken the oath of office and complied with all necessary prerequisites of the law, is legally authorized to discharge all the duties and exercise all powers of Executor under the Will of said deceased, according to the Will and the law. The Executor shall file an inventory and annual returns each year.

Given under my hand and official seal, the 28th day of June, 2013.

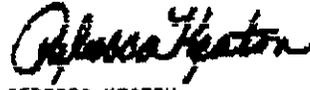
Probate Judge

NOTE: The following must be signed if the Judge does not sign the original of this document:

Issued by: Joyce Lawson

(Seal)

PROBATE DEPUTY CLERK



REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

mail

After recording, please return to:
R. Steve Tumlin, Jr.
SMITH, TUMLIN, McCURLEY & PATRICK, P.C.
P O Box 1186
Marietta, Georgia 30061
File No. 13130476

DEED PREPARATION ONLY
*No Title Examination was performed in the
preparation of this deed*

**STATE OF GEORGIA
COUNTY OF COBB**

DEED OF ASSENT

THIS DEED OF ASSENT, made this September 30, 2015, by and between

JOYCE H. PARKS,
As Executor under the Last Will and Testament
of James Donald Parks a/k/a James D. Parks, deceased,

hereinafter referred to as Grantor; and

JOYCE H. PARKS

hereinafter referred to as Grantee;

WITNESSETH THAT WHEREAS, **James Donald Parks a/k/a James D. Parks**, died testate, leaving a Last Will and Testament dated September 11, 2009, which has been duly probated in the Probate Court of Cobb County, Georgia, Estate No. 13-1026

WHEREAS, all debts of the deceased and his estate have been paid in full and all federal estate taxes due from the estate have been paid in full, and it is in order to assent to the devise pursuant to Paragraph Two of said Will;

NOW, THEREFORE, in consideration of the premises and for the purpose of assenting to the aforesaid devise, Grantor does hereby release and convey to Grantee

All that tract or parcel of land lying and being in Cobb County, Georgia, being more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Grantor is the duly appointed Executor of the Estate of **James Donald Parks a/k/a James D. Parks**, pursuant to Letters Testamentary issued to the Grantor on June 28, 2013 in the Probate Court of Cobb County, Georgia, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

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Exhibit "A"

3355 Kathy Lane, Smyrna, Georgia
Tax Parcel No. 17059800160

All that tract or parcel of land lying and being in Land Lot 598 of the 17th District, 2nd Section, Cobb County, Georgia, being Lot 9, Property of C. M. Hamby, as per plat recorded in Plat Book 12, page 200, Cobb County, Georgia Records, and being more particularly described as follows:

Beginning at a point on the east side of Kathy Lane, 300 feet South, as measured along the east side of Kathy Lane, from the intersection of the South side of Debra Drive and the East side of Kathy Lane (if said street lines were extended to form an angle instead of a curve); running thence south, along the east side of Kathy Lane, 117.5 feet to a point; thence East 200 feet to a point; thence North 112.5 feet to a point; thence west, along the line dividing Lot 8 and Lot 9, said subdivision, 200 feet to a point on the east side of Kathy Lane, being the point of beginning.

2880 Elizabeth Street, Smyrna, Georgia
Tax Parcel No. 17055900070

All that tract or parcel of land lying and being in Land Lot 559 of the 17th District, 2nd Section, Cobb County, Georgia, in the city of Smyrna, being more particularly described as follows:

BEGINNING on the West side of Elizabeth Street at the Southwest corner of lot belonging to Mr. & Mrs. B B. Cochran, Jr , their property being known as No. 108 Elizabeth Street, thence running West along the South line of said Cochran property for a distance of approximately 115 feet to a corner; thence running South along the back line approximately 70 feet to the property now owned by Mr. and Mrs. H.E. Priest (known as 114 Elizabeth Street); running thence East along the North line of said Priest property for a distance of 115 feet to the West side of Elizabeth St., thence North along the West side of Elizabeth St approximately 70 feet to the starting point.

This is the same tract or parcel conveyed to Mrs. Gladys E. Parks by Warranty Deed dated August 9, 1945.

1270 Concord Road, Smyrna, Georgia
Tax Parcel No. 17052300290

All that tract or parcel of land lying and being in Land Lot 523 of the 17th District, 2nd Section, Cobb County, Georgia, in the city of Smyrna, and being more particularly described as follows:

Beginning at a point on Concord Avenue, said point being the northeast corner of said Lot Number 5 and following the boundary line between said Lot No 5 and Lot Number 4, a distance of 222 feet to a point; thence south 50 feet to a point; thence in a northwesterly direction and following the outside boundary line of said Lot Number 5 for a distance of 274 feet to Concord Avenue, thence along Concord Avenue northeasterly for a distance of 45 feet to the point of beginning.

This is the same property conveyed by Mrs. Carrie Hamby to James D. Parks and Joyce H. Parks by Warranty Deed dated September 21, 1955 and recorded in Deed Book ___ page 132, Cobb County, Georgia Records.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the Grantee, her heirs and assigns, in as full and ample a manner as the same was held by the deceased.

IN WITNESS WHEREOF, the Grantor, acting in her representative capacity as Executor as aforesaid, has hereunto set her hand and seal, all as of the date and year first above written

Joyce H. Parks (SEAL)
JOYCE H. PARKS, as Executor under the
Last Will and Testament of James Donald Parks
a/k/a James D. Parks

Signed, sealed and delivered
in the presence of:

Heather J. Frank
Witness

R. Steve Tumlín, Jr.
Notary Public



COPY

GENERAL POWER OF ATTORNEY
AND NOMINATION OF CONSERVATOR

I, **JOYCE H. PARKS**, (hereinafter referred to as "Principal"), a resident of Cobb County, Georgia, do hereby execute this General Power of Attorney with the intention that the individual hereinafter named shall be able to act in my name, place and stead in any way which I, myself, could do if I were personally present, in accordance with O.C.G.A. Section 10-6-142.

SECTION 1.

Designation of Agent

1.01. I constitute and appoint my son, **JAMES D. PARKS, JR.**, (hereinafter referred to, along with any successor, as my "Agent") whose address is **3383 Kathy Lane, Smyrna, GA. 30080** to be my attorney-in-fact to act for me, in my name, and in my place and stead.

SECTION 2.

Effective Date of Power of Attorney and Termination

2.01. This General Power of Attorney shall be effective as of the date of execution by me.

2.02. This General Power of Attorney shall not be affected by my subsequent disability, incapacity or mental incompetence, it being my specific intention that my Agent shall continue to act as such even though I may not be competent to ratify the actions of my Agent.

2.03 *Termination or Revocation.* This General Power of Attorney shall remain effective until the time of my death or until revocation by me, whichever first occurs, and it shall not be terminated during my lifetime unless I have executed a written Termination specifically referencing this General Power of Attorney which written termination is provided or delivered to my Agent and is also recorded in the office of the Clerk of the Superior Court of Cobb County, Georgia. However, I understand that it shall also be revoked and the Agent's power shall be cancelled in the event a conservator is appointed by a court of competent jurisdiction for my property. As long as no conservator is appointed, any and all acts done by the Agent pursuant to the powers conveyed herein during any period of my disability, incapacity or mental incompetence shall have the same force and effect as if I were not disabled, incapacitated or mentally incompetent.

SECTION 3.

Powers.

(Directions: To give the Agent the powers described below, place your initials on the blank line at the end of each paragraph. If you DO NOT want to give a power to the Agent, strike through the paragraph or a line within the paragraph and place your initials beside the stricken paragraph or stricken line. The powers described in any paragraph not initialed or which has been struck through will not be conveyed to the Agent.)

3.01. *General Powers:* My Agent shall have all of the powers, discretions, elections, and authorities granted by statute, common law and under any rule of court. In addition thereto, and not in limitation thereof, my Agent shall also have the powers set forth below. My Agent may act in all matters with respect to all powers described herein as freely, fully, and effectively as I could or might do personally if present and of sound and disposing mind. Initials: JHP

3.02. *Collection of income.* My Agent may collect and receive, with or without the institution of suit or other legal process, all debts, monies, gifts, objects, interest, dividends, annuities, rents, and demands that now are due or may hereafter become due, owing, or otherwise payable or belonging to me. My Agent may use and take all lawful actions in my name or otherwise to recover the same and to compromise the same. **Initials:** JMP

3.03. *Disputes or proceedings:* My Agent shall have the power and authority, at the expense of my estate, to commence, prosecute, discontinue or defend all actions or other legal proceedings relating to me or to my property or assets, real or personal, or any part hereof, or relating to any matter in which I or my property, both real and personal, may be in any way concerned. My Agent may defend, settle, adjust, make allowances, compound, submit to arbitration and compromise all accounts, reckonings, claims and demands whatsoever that now are, or hereafter shall be, pending between me and any person, firm, corporation or other legal entity, in such manner and in all respects as my Agent shall deem proper or take any other action necessary on my behalf to compel compliance with my wishes as determined by my Agent, and to seek damages (including punitive damages) for the failure to comply with or for interference with the exercise by my Agent of any of the powers and authorities granted to my Agent in this document. **Initials:** JMP

3.04. *Bank, Credit Union and Financial Institution Transactions:* My Agent shall have the authority to make, receive, sign, endorse, execute, acknowledge, deliver and possess checks, drafts, bills of exchange, letters of credit, notes, stock certificates, withdrawal receipts and deposit instruments relating to accounts or deposits in, or certificates of deposit of banks, savings and loans, credit unions or other financial institutions or associations and to withdraw any money, in any amount, from any bank, credit union, money market, or other financial or investment account of any nature on which my name appears. Further, my Agent shall have the authority to close any bank, savings and loan, credit union, money market or other financial or investment account of any nature on which my name appears and transfer the funds from said account into a power of attorney or other account, provided my name appears on the account to which the funds are transferred. Further, my Agent shall have the power to deposit funds in my name in any banking, credit union or savings or financial institution or in any money market account, whether or not insured. **Initials:** JMP

3.05. *Real Property Transactions:* My Agent shall have the power to convey, lease, sell, mortgage, encumber, pledge, release, transfer, assign, purchase, exchange and acquire, and to agree, bargain and contract for the lease, sale, purchase, exchange and acquisition of, and to accept, take, receive and possess any interest in real property whatsoever, on such terms and conditions, and under such covenants, as my Agent shall deem proper and to maintain, repair, tear down, alter, rebuild, improve, manage, insure, move, rent, lease, sell, convey, subject to liens, mortgages and security deeds, and in any way or manner deal with all or any part of any interest in real property whatsoever, including specifically but without limitation, real property lying and being situate in the State of Georgia, under such terms and conditions, and under such covenants, as my Agent shall deem proper and may for all deferred payments accept purchase money notes payable to me and secured by mortgages or deeds to secure debt, and may from time to time collect and cancel any of said notes, mortgages, security interests or deeds to secure debt. My Agent shall have the right and power to borrow money or otherwise obtain credit, upon such terms, conditions, and covenants as my Agent considers to be appropriate, using all or any real property I may own as collateral therefor. In this regard, my Agent is authorized and empowered to enter into, execute, amend and rescind listing agreements, contracts for the purchase, sale or improvement of any real property on my behalf, and to enter into, execute, amend and rescind security instruments and deeds (as security for loans) conveying any real estate I may own. Also, my Agent shall have

the authority to execute, amend and rescind closing documents, bonds for title, notes, warranty deeds, limited warranty deeds, quitclaim deeds, trustee deeds, and any other such deeds, bills of sale and any other legal instruments. Further, my Agent shall have the authority to enter into, execute, amend and rescind contracts for construction and improvement of any real property which I may own or acquire, or which may be acquired on my behalf. Also, my Agent shall have the authority to institute any eviction, foreclosure or other proceedings necessary to protect my interest in any real property. Initials: JH

3.06. *Personal Property Transactions*: My Agent may lease, sell, mortgage, purchase, exchange and acquire, and may agree, bargain and contract for the lease, sale, purchase, exchange and acquisition of, and may accept, take, receive, and possess any personal property whatsoever, tangible or intangible, or interests thereto, on such terms and conditions, and under such covenants, as my Agent shall deem proper; and may maintain, repair, improve, manage, insure, rent, lease, sell, convey, subject to liens or mortgages or may take any other security interests in said property which are recognized under the Uniform Commercial Code as adopted at that time under the laws of Georgia or any applicable state, or otherwise hypothecate, and in any way or manner deal with all or any part of any personal property whatsoever, tangible or intangible, or any interest therein, that I may own at the time of execution or may thereafter acquire, under such terms and conditions, and under such covenants, that my Agent shall deem proper.

Initials: JHP

3.07. *Granting of discharges and releases*: My Agent may give discharges, releases, consents and receipts on my behalf. Initials: JHP

3.08. *Payment Transactions*: My Agent shall have the power to pay any and all sums of money, bills, accounts, claims, and demands now due by me or becoming due by me subsequent to the execution of this General Power of Attorney, at any time or times, that may hereafter be owing by me upon any account, bill or exchange, check, draft, purchase, contract, note or trade acceptance made, executed, endorsed, accepted and delivered by me or for me in my name, by my Agent.

Initials: JHP

3.09. *Endorsement of checks*: My Agent may endorse all checks drawn to my order for deposit in any account in which I have funds on deposit or in any existing account or new account opened in my name. Initials: JHP

3.10. *Appearance in matters of litigation*: My Agent may appear on my behalf in any litigation in which I am or may become a party during the duration of this General Power of Attorney. Initials: JHP

3.11. *Stock and Bond Transactions*: My Agent may purchase, sell, exchange, surrender, assign, redeem, vote at any meeting or otherwise transfer or surrender any and all securities or shares of stock, bonds, or other securities in any business, association, corporation, partnership or other legal entity, whether private or public, now or hereafter belonging to me. In connection therewith, my Agent may execute in my name or on my behalf any stock power or other instrument in order to effect any such transfer or surrender. Initials: JHP

3.12. *Agency and Custodial Agreements*: My Agent may purchase, sell, exchange, surrender, assign, redeem, vote at any meeting or otherwise transfer any and all shares of stock, bonds, or other securities in any business, association, corporation, partnership or other legal entity, whether private or public, now or hereafter belonging to me; and shall have the power to enter into or renew any agency or custodian agreement with any bank, investment company or trust company

at my expense for the investment or safekeeping of any property. This shall include the power to revoke any agency or custodian agreement, whether the agreement is entered into by me, by my Agent, or by any other person. **Initials:** JHP

3.13. *Safe Deposit Boxes and Storage facilities:* My Agent shall have free and unrestricted access to, and the right to enter into, any safe-deposit box, vault, storage warehouse or other depository which I may own or lease, which may be registered in my name, or in which any property may be held for me. **Initials:** JHP

3.14. *U.S. Government obligations:* My Agent shall have the power to bargain for, contract for, purchase, receive, lease, or otherwise acquire in my name, for my account or on my behalf property of any kind, real or personal, tangible or intangible, including, but not limited to, United States Treasury bills, notes, bonds, and other obligations of the United States Government or any of its agencies which may be used, pursuant to §6312 of the Internal Revenue Code and the regulations thereunder (as the same may be in effect from time to time), in payment of the tax imposed by §2001 of said Code as it may be in effect from time to time. **Initials:** JHP

3.15. *Tax Returns:* My Agent shall have the power to prepare, make, execute, and file any and all federal, state, local, or other tax returns and amendments for any and all tax periods, claims for refunds, or declarations of estimated tax. This power shall include the power to represent me (directly or through attorneys, accountants, or other agents) in any matter before the Internal Revenue Service or any other federal, state, or local agency. In connection with such representation, my Agent may execute consents extending the statutory period for the assessment or collection of taxes, may pay all taxes and interest thereon which I may properly owe or which may be assessed against me, and may contest the validity of any proposed assessment. **Initials:** JHP

3.16. *Instruments:* My Agent shall have the power to execute, seal, acknowledge, and deliver any instruments, documents, or papers deemed necessary, advisable, or expedient with respect to any property. **Initials:** JHP

3.17. *Tax, Social Security and Unemployment:* My Agent may prepare, make elections, execute and file all tax, social security, unemployment insurance claims or applications and informational returns required by the laws of the United States, or of any state or subdivision thereof, or of any foreign government; and may prepare, execute and file all other papers and instrument which my Agent deems desirable or necessary for safeguarding of me against excess or illegal taxation or against penalties imposed for claimed violations of any law or other governmental regulation; and may pay, compromise or contest or apply for refunds in connection with any taxes or assessments for which I am or may be liable or may appeal, contest, arbitrate or settle any real or personal property tax valuations against any such property I may own. **Initials:** JHP

3.18. *Gift Giving:* My Agent shall have the authority to establish or continue a gift-giving program on my behalf, and to make gifts on my behalf, provided the donee is my spouse, child or descendant, even if such donee is serving as my Agent, and provided further the total value of gifts to any one donee in any calendar year shall not exceed the amount specified for the federal gift tax annual exclusion under the applicable section of the Internal Revenue Code. **Initials:** JHP

3.19. *Borrowing:* My Agent may borrow from time to time such sums of money as my Agent may deem proper and execute promissory notes, security instruments and deeds or agreements, financial statements or other security instruments in such form as the lender may

request and renew said notes and security instruments from time to time in whole or in part. **Initials:**

JHP

3.20 *Business Operating Transactions:* My Agent may conduct, engage in and otherwise transact the affairs of any and all lawful business ventures of whatever nature or kind that I may now or hereafter be involved in. **Initials:** JHP

3.21 *Insurance Transactions:* My Agent may exercise or perform any act, power, duty, right or obligation, in regard to any contract of life, accident, health, disability, liability or other type of insurance or any combination of insurance; and may procure new or additional contracts of insurance of me and may designate the beneficiary of the same; provided, however, that my Agent may not designate himself or herself as beneficiary of any such insurance contracts. **Initials:**

JHP

3.22 *Hiring Representatives:* My Agent may hire and retain employees, hourly workers and others including but not limited to accountants, attorneys, consultants, clerks, physicians, nurses, agents, servants, workmen and others and may remove or discharge them and may appoint others in their place, and may pay and allow the persons so employed such salaries, wages or other remunerations, as my Agent shall deem proper. **Initials:** JHP

3.23 *Broad Powers:* Without in any way limiting the foregoing, my Agent may generally do, execute and perform any other act, deed, matter or thing whatsoever, that should be done, executed or performed, including but not limited to, those powers conferred by Code Section 53-12-232 of the Official Code of Georgia Annotated, or that in the opinion of my Agent, should be done, executed or performed, for my benefit or the benefit of my property, real or personal, and in my name of every nature and kind whatsoever, as fully and effectually as I could do if personally present.

Initials: JHP

SECTION 4.

Ratification; Use of Photocopy; Revocation of Prior Power, Reliance by Third Parties.

4.01. I hereby ratify, allow, acknowledge, and hold firm and valid all acts heretofore or hereafter taken by my Agent by virtue of these presents.

4.02. I hereby authorize the use of a photocopy of this General Power of Attorney, in lieu of the original copy executed by me, for the purpose of effectuating the terms and provisions hereof.

4.03. I do not intend in any way in this instrument to affect, modify, or terminate any special, restricted, or limited power or powers of attorney I previously may have granted in connection with any banking, borrowing, or commercial transaction.

4.04. All parties dealing in good faith with my Agent may fully rely upon the power of and authority of my Agent to act for me on my behalf and in my name, and may accept and rely on agreements and other instruments entered into or executed by my Agent pursuant to this power of attorney.

SECTION 5.

Nomination of Conservator.

5.01. I request that no conservator proceeding for my property be instituted in the event of my disability, it being my intention that this durable power of attorney shall permit my Agent to act on my behalf.

5.02. In the event that it becomes necessary for any court to appoint a conservator for my property, I nominate my Agent, **JAMES D. PARKS, JR.**, to serve as such conservator.

5.03. To the extent allowed by law, any conservator nominated by me and appointed by the Court shall be excused from the necessity of giving bond and filing inventory.

SECTION 6.
Compensation of Agent

6.01. It is my expectation that my Agent shall serve without compensation for services rendered pursuant to this instrument, but shall be reimbursed for reasonable and necessary expenses incurred on my behalf in carrying the duties and responsibilities set forth herein.

SECTION 7.
Acknowledgement of Receipt of O.C.G.A. Section 10-6-141

7.01. I acknowledge that I have received, read and approved a copy of Official Code of Georgia Annotated Section 10-6-141, entitled "Explanation for Principals" which provides an explanation of the Georgia statutory form for a Financial Power of Attorney.

WITNESS my hand and seal this 30 day of September, 2015.

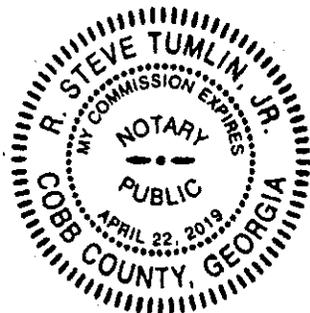
Joyce H. Parks [SEAL]
Name: JOYCE H. PARKS

Signed, sealed and delivered in
the presence of

Debra J. Frank
Witness

Steve Tumlin, Jr.
Witness

R. Steve Tumlin, Jr.
Notary Public



ACCEPTANCE OF APPOINTMENT

I, **JAMES D. PARKS, JR.**, have read the foregoing General Power of Attorney and Nomination of Conservator and am the person identified therein as Agent for **JOYCE H. PARKS**, the Principal named therein. I hereby acknowledge the following:

I owe a duty of loyalty and good faith to the Principal, and must use the powers granted to me only for the benefit of the Principal.

I must keep the Principal's funds and other assets separate and apart from my funds and other assets and titled in the name of the Principal. I must not transfer title to any of my Principal's funds or other assets into my name alone. My name must not be added to the title of any funds or other assets of the Principal, unless I am specifically designated as Agent for the Principal in the title.

I must protect and conserve, and exercise prudence and caution in my dealings with, the Principal's funds and other assets.

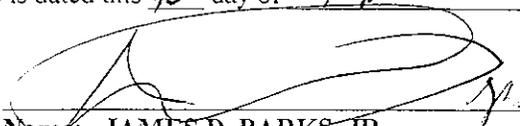
I must keep a full and accurate record of my acts, receipts, and disbursements on behalf of the Principal, and be ready to account to the Principal for such acts, receipts and disbursements at all times. I must provide an annual accounting to the Principal of my acts, receipts, and disbursements, and must furnish an accounting of such acts, receipts and disbursements to the personal representative of the Principal's estate within 90 days after the date of death of the Principal.

I confirm that I have agreed to receive no compensation for services rendered under this Power of Appointment.

I acknowledge that my authority to act on behalf of the Principal ceases at the death of the Principal.

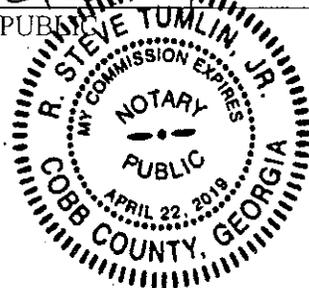
I hereby accept the foregoing appointment as Agent for the Principal with full knowledge of the responsibilities imposed on me, and I will faithfully carry out my duties to the best of my ability.

This Acceptance is dated this 30th day of September, 2015.


Name: JAMES D. PARKS, JR.

I, the undersigned Notary Public, do hereby certify that **JAMES D. PARKS, JR.** personally appeared before me this date and acknowledged the due execution of the foregoing Acceptance of Appointment this 30th day of September, 2015


NOTARY PUBLIC





CARLA JACKSON TAX COMMISSIONER
CHELLY MCDUFFIE CHIEF DEPUTY
 Phone: 770-528-8600
 Fax: 770-528-8679



Scan to pay online!

COBB COUNTY TAX BILL 2015

Pay online at www.cobbtax.org or 1-866-729-2622
 See the back of this bill for more payment information

PARKS JAMES D & JH

1270 CONCORD RD

YOUR PAYMENT IS DUE October 15, 2015

Late fees apply October 16, 2015

Parcel ID	Fair Market Value	Assessed Value	Acreage	Tax District	Homestead Exemption
17052300290	120,420	48,168	0.50	6 - City of Smyrna	NONE

Taxing Authority	Assessed Value	-	Exemption	=	Net Assessment	x	Millage Rate	=	Taxes Due
STATE	48,168	-	0	=	48,168	x	0.000050	=	\$2.41

The Governor and General Assembly passed a tax relief act eliminating your state property tax.

SCHOOL	48,168	-	0	=	48,168	x	0.018900	=	\$910.38
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Levied by the Cobb County Board of Education representing approximately 71.59% of your taxes due.

COUNTY

Levied by the Board of Commissioners representing approximately 28.22% of your taxes due.

County General	48,168	-	0	=	48,168	x	0.007120	=	\$342.96
County Bond	48,168	-	0	=	48,168	x	0.000330	=	\$15.90
County Fire	N/A	-	N/A	=	N/A	x	N/A	=	N/A

Tax Year	Parcel ID	Due Date	Appeal Amount	Total Taxes Due
2015	17052300290	10/15/2015	Pay: N/A or	\$0.00

Tax Year	Parcel ID	Due Date	Appeal Amount	Total Taxes Due
2015	17052300290	10/15/2015	Pay: N/A or	\$0.00

IS YOUR INFORMATION UP TO DATE?

My mailing address has changed

I want to remove homestead exemptions.

Date Moved: _____

New Mailing Address: _____

Signature : _____

2015 COBB COUNTY TAX BILL

PARKS JAMES D & JH
 3355 KATHY LN
 SMYRNA, GA 30080



Inspiration Photos: Super Tax

Exterior Brick: Painted Charcoal

Stucco: Light Grey

Storefront: Anodized Aluminum with Clear Glazing

