

GARVIS L. SAMS, JR.  
JOEL L. LARKIN  
PARKS F. HUFF

**SAMS, LARKIN & HUFF**

A LIMITED LIABILITY PARTNERSHIP  
SUITE 100  
376 POWDER SPRINGS STREET  
MARIETTA, GEORGIA 30064-3448

770•422•7016  
TELEPHONE  
770•426•6583  
FACSIMILE

December 11, 2020

**VIA HAND DELIVERY & EMAIL**

Mr. Rusty Martin, AICP, Director  
Community Development Department  
City of Smyrna  
3180 Atlanta Road  
Smyrna, GA 30080

Re: Application for Rezoning of RASS Associates, LLC to Annex and Rezone an approximate 8.7 Acre Tract from NS (City of Smyrna) & O&I (Cobb County) to Conditional – MU (City of Smyrna); Land Lots 880 & 881; 17<sup>th</sup> District, 2<sup>nd</sup> Section, City of Smyrna, Cobb County, Georgia.

Dear Rusty:

This firm has been engaged by and represents RASS Associates, LLC (“RASS”), concerning the above-captioned Rezoning Application and Annexation Application. Both tracts are owned by RASS and were purchased in 2019. Also, the totality of the property is within Regional Activity Centers (“RACs”) under both the City’s and the County’s Future Land Use Maps (“FLUMs”).

By meeting today’s deadline, it is my understanding that the Applications will be heard and considered by the Planning Commission on January 11, 2021, and thereafter the Rezoning and Annexation requests will be heard and considered by the Mayor and City Council on February 15, 2021 for final action.

With respect to the foregoing, enclosed please find the original and five (5) copies of the above-captioned Rezoning and Annexation Applications and supplemental documentation as follows:

1. The Titleholder signatures and paid tax receipts indicating that taxes are paid on the Subject Property with respect to both the City of Smyrna and Cobb County. Also, enclosed is the Deed reflecting the current Titleholder.

# SAMS, LARKIN & HUFF

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Community Development Department

December 11, 2020

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2. An overall legal description (of both tracts) is included in the above referenced deed. Also provided are separate legal descriptions and an overall legal description in Word format.
3. Full-sized copies; 11" x 17" sized copies; and, 8½" x 11" copies of the Survey of the Subject Property prepared by TerraMark.
4. A full-sized copy; an 11" x 17" sized copy; and, an 8½" x 11" copy of the proposed Site Plan.
5. A full-sized copy; an 11" x 17" sized copy; and, an 8½" x 11" copy of the Tree Protection/Replacement Plan.
6. Renderings/elevations depicting the architectural style and composition of the proposed Mixed-Use Development.
7. A Water/Sewer letter from Mr. Bo Jones, Assistant Director of Public Works.
8. A Preliminary Hydrology Study prepared by Kimley Horn and Associates Inc.
9. A Traffic Impact Study prepared by Kimley Horn and Associates, Inc.
10. A Consolidated Impact Statement.
11. A Constitutional Challenge.
12. Checks made payable to the City of Smyrna representing the Application fee, Tree Protection Plan Review fee and the Land Use Change fee.
13. A flash drive containing a pdf copy of this submittal and the legal descriptions in Word format.

# SAMS, LARKIN & HUFF

A LIMITED LIABILITY PARTNERSHIP

## VIA HAND DELIVERY & EMAIL

Mr. Rusty Martin, AICP, Director  
Community Development Department

December 11, 2020

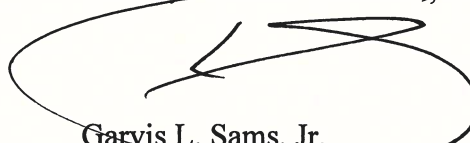
Page 3

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I will be contacting you in order to discuss potential stipulations/conditions of the Rezoning and/or Annexation requests and to address any concerns which you or your staff may have regarding the Applications. In the interim, should you have any questions or need any additional documentation or information, please do not hesitate to contact me. With kind regards, I am

Very truly yours,

~~SAMS, LARKIN & HUFF, LLP~~



Garvis L. Sams, Jr.  
[gsams@samslarkinhuff.com](mailto:gsams@samslarkinhuff.com)

GLS, Jr./jac

Enclosures/Attachments

cc: Honorable Mayor Derek Norton (via email w/attachments)  
Members, City of Smyrna City Council (via email w/attachments)  
Members, City of Smyrna Planning & Zoning Board (via email w/attachments)  
Chief Joseph Bennett, Interim City Administrator (via email w/attachments)  
Scott A. Cochran, Esq. (via email w/attachments)  
Mr. Joey Staubes, AICP, City Planner (via email w/attachments)  
Mr. Kevin Moore, P.E., City Engineer (via email w/attachments)  
Ms. Ashley White, P.E., Assistant City Engineer (via email w/attachments)  
Mr. Frank Martin, Public Works Director (via email w/attachments)  
Mr. Bo Jones, Assistant Public Works Director (via email w/attachments)  
Mr. Timothy Grubaugh, Fire Marshall (via email w/attachments)  
Ms. Heather Peacon-Corn, City Clerk (via email w/attachments)  
Ms. Kate Triplett, P.E., Kimley Horn and Associates (via email w/attachments)  
Mr. Rajiv Goswami, RASS Associates (via email w/attachments)  
Mr. Naresh Parikh (via email w/attachments)  
Mr. Vin Patel (via email w/attachments)

# APPLICATION FOR REZONING TO THE CITY OF SMYRNA

*Type or Print Clearly*

(To be completed by City)

**Ward:** \_\_\_\_\_

**Application No:** \_\_\_\_\_

**Hearing Date:** \_\_\_\_\_

**APPLICANT:** RASS Associates, LLC

Name: Garvis L. Sams, Jr., Esq. (Sams Larkin & Huff, LLP)  
(Representative's name, printed)

Address: 376 Powder Springs Street, Suite 100, Marietta, GA 30064

Business Phone: 770-422-7016 Cell Phone: 404-975-7772 Fax Number: \_\_\_\_\_

E-Mail Address: gsams@samslarkinbuff.com

Signature of Representative:  \_\_\_\_\_

## **TITLEHOLDER**

Name: See Attached  
(Titleholder's name, printed)

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Signature of Titleholder: \_\_\_\_\_  
(Attach additional signatures, if needed)

(To be completed by City)

Received: \_\_\_\_\_

Heard by P&Z Board: \_\_\_\_\_

P&Z Recommendation: \_\_\_\_\_

Advertised: \_\_\_\_\_

Posted: \_\_\_\_\_

Approved/Denied: \_\_\_\_\_

## APPLICATION FOR REZONING TO THE CITY OF SMYRNA

*Type or Print Clearly*

(To be completed by City)

**Ward:** \_\_\_\_\_

**Application No:** \_\_\_\_\_

**Hearing Date:** \_\_\_\_\_

**APPLICANT:** RASS Associates LLC

Name: Garvis L. Sams, Jr., Esq. (Sams Larkin & Huff, LLP)

(Representative's name, printed)

Address: 376 Powder Springs Street, Suite 100, Marietta, GA 30064

Business Phone: 770-422-7016 Cell Phone: 404-975-7772 Fax Number: \_\_\_\_\_

E-Mail Address: gsams@samslarkinhuff.com

Signature of Representative: \_\_\_\_\_

### **TITLEHOLDER**

Name: RASS Associates LLC by: Rajiv Goswami

(Titleholder's name, printed)

Address: 185 Farnworth Lane, Roswell, GA 30075

Business Phone: (678) 523-1562 Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-mail Address: rajivgos@gmail.com

Signature of Titleholder: \_\_\_\_\_

(Attach additional signatures, if needed)

(To be completed by City)

Received: \_\_\_\_\_

Heard by P&Z Board: \_\_\_\_\_

P&Z Recommendation: \_\_\_\_\_

Advertised: \_\_\_\_\_

Posted: \_\_\_\_\_

Approved/Denied: \_\_\_\_\_

**ZONING REQUEST**

From NS (2800 Spring Road) & O&I (Cobb County Tract) to MU- Conditional  
Present Zoning Proposed Zoning

**LAND USE**

From RAC (Smyrna); RAC (Cobb County) to RAC (Smyrna)  
Present Land Use Proposed Land Use

For the Purpose of Mixed-Use Development (Retail, Apartments, Offices, Hotel)

Size of Tract 8.7 Acres (7.14 to be annexed into the City)

Location 2800 & 2810 Spring Road  
(Street address is required. If not applicable, please provide nearest intersection, etc.)

Land Lot (s) 880 & 881 District 17th

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:** GC (City of Smyrna) \_\_\_\_\_

**East:** NS (City of Smyrna) \_\_\_\_\_

**South:** O&I (Cobb County - Tract to be Annexed); OI (City of Smyrna) \_\_\_\_\_

**West:** O&I (Cobb County - Tract to be Annexed); GC (City of Smyrna) \_\_\_\_\_

**CONTIGUOUS LAND USE**

**North:** RAC \_\_\_\_\_

**East:** RAC \_\_\_\_\_

**South:** RAC - Cobb County Tract to be Annexed \_\_\_\_\_

**West:** RAC \_\_\_\_\_

**INFRASTRUCTURE**

**WATER AND SEWER**

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

A letter from Frank Martin, 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:

See Attached  

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**TRANSPORTATION**

Access to Property? Spring Road; Future Pedestrian Bridges; and, Spring Hill Parkway  

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Improvements proposed by developer? A mixed use development consisting of: 350 units of multi-family residential (eight-story, 306,086 sq ft bldg); approximately 30,000 sq ft of retail/restaurant space (two, one-story buildings one at 16,908 sq ft and the other at 11,050 sq ft); and, a 188-room hotel (eight-story bldg at 158,106 sq ft). The proposed development will also have a parking garage and on-street parking: Residential-546 spaces; Hotel-317 spaces; and, On-street-61 spaces, for a total of 924 parking spaces.

Comments:

The Annexation/Rezoning proposal, which represents less than the thresholds of the Atlanta Regional Commission ("ARC") is not a Development of Regional Impact ("DRI"). Presently, the property to be Annexed is located within a RAC in Unincorporated Cobb County and is located within a sub-area which includes office and retail utilization. The proposed development will enhance the architectural standards and aesthetics of the neighborhood.



City of Smyrna

2190 Atlanta Road

Smyrna, Georgia 30080

(770) 431-2850 /City of Smyrna Public Works

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## City of Smyrna

### Water / Sewer availability letter

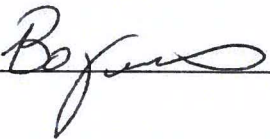
The City of Smyrna has deemed that water and sewer is available to Emerson Center Spring Road Mixed Development.

Water and Sewer will be available off Spring Hill Parkway

The elevations are the responsibility of the developer when tying into the sewer system.

Sincerely,  
Bo Jones

Assistant Director Public Works

X \_\_\_\_\_

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Mayor - A. Max Bacon

City Council Ward 1 - Derek Norton / Ward 2 - Andrea Blustein / Ward 3 - Maryline Blackburn / Ward 4 - Charles Welch  
Ward 5 - Susan Wilkinson / Ward 6 - Tim Gould / Ward 7 - Ron Fennel

City Administrator - Tammi Saddler-Jones / City Clerk - Terri Graham / City Attorney - Scott Cochran  
Municipal Court Judge - Phyllis Gingrey Collins

**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

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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:

NO

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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:

NO

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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:

NO

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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?

NO

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

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**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?

NO

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

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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?

NO

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

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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 6th day of November, 2020.

  
(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.

# **CAMPAIGN DISCLOSURE REPORT<sup>1</sup>**

## **BY ATTORNEY FOR APPLICANT<sup>2</sup>**

Has the Applicant made, within two (2) years immediately preceding the filing of this Application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Smyrna City Council or Planning Commission who will consider the Application?

Yes

If so, the Applicant and the attorney representing the Application must file a disclosure report with the Smyrna City Council within ten (10) days after this Application is first filed.

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

The name of the member(s) of the Smyrna City Council or Planning Commission to whom the campaign contribution or gift was made: Derek A. Norton.

The dollar amount of each campaign contribution made by the Applicant to the member(s) of the Smyrna City Council or Planning Commission during the two (2) years immediately preceding the filing of this Application and the date of each such contribution: On 11/7/19 a check in the sum of \$1,500.00 to the Committee to Elect Derek Norton, Mayor.

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the Applicant to the member(s) of the Smyrna City Council or Planning Commission during the two (2) years immediately preceding the filing of this Application: N/A

I certify that the foregoing information is true and correct, this the 11<sup>th</sup> day of December, 2020.

SAMS, LARKIN & HUFF, LLP

By: 

GARVIS L. SAMS, JR.

Attorney for Applicant

<sup>1</sup>If the answer to any of the above is "Yes", then the member of the Smyrna City Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing to the Smyrna City Council. A copy should be filed with this Application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

<sup>2</sup>Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action.

**DISCLOSURE**

IF THE ANSWER TO ANY OF THE FOLLOWING QUESTIONS IS "YES", YOU MAY BE REQUIRED UNDER O.C.G.A. §36-67A-3 TO PROVIDE FURTHER INFORMATION:

- A) ARE YOU, OR ANYONE ELSE WITH A PROPERTY INTEREST IN THE SUBJECT PROPERTY, A MEMBER OF THE CITY OF SMYRNA PLANNING COMMISSION OR CITY OF SMYRNA MAYOR AND COUNCIL? **NO**
- B) DOES AN OFFICIAL OF SUCH PUBLIC BODIES HAVE ANY FINANCIAL INTEREST IN ANY BUSINESS ENTITY WHICH HAS A PROPERTY INTEREST IN THE SUBJECT PROPERTY? **NO**
- C) DOES A MEMBER OF THE FAMILY OF SUCH OFFICIALS HAVE AN INTEREST IN THE SUBJECT PROPERTY AS DESCRIBED IN (A) AND (B)? **NO**
- D) WITHIN TWO (2) YEARS IMMEDIATELY PRECEDING THIS APPLICATION, HAVE YOU MADE CAMPAIGN CONTRIBUTION(S) OR GIVEN GIFTS TO SUCH PUBLIC OFFICIALS AGGREGATING \$250.00 OR MORE? **YES**

~~SAMS, LARKIN & HUFF, LLP~~

12/11/2020  
DATE

By: 

Garvis L. Sams, Jr.  
Attorney for Applicant

## 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.

The Applicant proposes the redevelopment of the Subject Property for a Mixed-Use project consisting of a Hotel, Retail, Apartments and Professional Offices. The zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties. The proposal promotes the idea of a live, work, play and new urbanistic development which follows the recommendations of the Spring Road Corridor LCI Master Plan.

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

The zoning proposal will not adversely affect the existing use or usability of adjacent or nearby property. The proposed redevelopment is a unified Mixed-Use plan and is preferable to a multiplicity of separate uses and developments.

The Annexation and Rezoning proposal incorporate appropriate uses adjacent to major transit corridors consisting of I-285, I-75 and Cobb Parkway.

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

The Subject Property does not have a reasonable economic use as currently zoned (NS in the City and OI in Cobb County).

The Cobb County tract (zoned O&I) is a deteriorated and vacant office park (Emerson Center) which as built in 1972. 2800 Spring Road, which is the NS tract located within the City is a mostly vacant strip center built in 1982. The strip mall currently has two (2) tenants with month to month leases.

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### **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.

The proposed redevelopment is not expected to cause a burden to the existing street network or transportation facilities. Based upon information provided by the Cobb County Water System, adequate sewer capacities are available. In fact, the redevelopment of the Subject Property will not result in uses which will cause excessive or burdensome use of existing streets, transportation facilities, utilities or schools.

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

The Rezoning is in conformity with the City's Future Land Use Plan, which indicates the Subject Property has a future land use designation of Regional Activity Center (City & County). The proposed MU Zoning District is an appropriate use under the RAC designation. There will be no change required to the FLUM for this Rezoning. Additionally, the proposal is consistent with the land use recommendations in the Spring Road LCI Master Plan for mixed-use along the southern portion of the Spring Road Corridor. Moreover, the Annexation and Rezoning proposal meets all of the components of mixed use developments by providing a plan which includes commercial, residential and office uses.

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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.

The proposed design will allow for substantive interaction between the uses. RASS' proposal constitutes a suitable use of the Subject Property which will not adversely affect adjacent properties and which will be beneficial to the City of Smyrna. The redevelopment of the Subject Property will encourage other mixed use developments within this sub-area of the City and of Cobb County.

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### **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 proposed redevelopment of the Subject Property will enhance the architectural standards and aesthetics especially  
when considering the properties are primarily vacant and aged. The redevelopment of the Subject Property will  
precipitate additional and appropriate commercial, retail, restaurant, office and residential development in this area.  
The proposed development will be consistent with the attached architectural renderings/elevations.

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

The proposed redevelopment will not create a nuisance or be incompatible with existing uses in the area. In fact, the uses  
as proposed are compatible with existing uses in the area; the RAC designations of the City and County; is consistent  
with the LCI Master Plan; and, are compatible with existing uses in the area particularly in consideration of Truist  
Park & the Battery and the forthcoming enhancements to the Cumberland Center/Mall Area.

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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.

The zoning proposal meets a majority of the zoning requirements of the MU zoning district. The Applicant is seeking  
the following Variances: a reduction in the rear setback of the proposed residential area from the required 40 feet to  
35 feet; and, an increase in building height from the maximum allowance of 66 feet and five stories to 95 feet and  
eight stories.

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Printed: 11/5/2020

## Cobb County Online Tax Receipt

Thank you for your payment!

**CARLA JACKSON** TAX COMMISSIONER  
**HEATHER WALKER** CHIEF DEPUTY  
Phone: 770-528-8600  
Fax: 770-528-8679

Payer:  
RASS Associates LLC

**RASS ASSOCIATES LLC**

**Payment Date: 10/15/2020**

Tax Year	Parcel ID	Due Date	Appeal Amount	Taxes Due
2020	17088000030	10/15/2020	Pay: N/A or	\$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$67,896.00	\$0.00



Scan this code with your  
mobile phone to view  
this bill!

## Munis Self Service

## Real Estate

[View Bill](#)[View bill image](#)**As of** 11/17/2020**Bill Year** 2020**Bill** 13726**Parcel ID** 17088000190[View payments/adjustments](#)

Installment	Pay By	Amount	Payments/Credits	Balance	Interest	Due
1	11/16/2020	\$6,203.10	\$6,203.10	\$0.00	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$6,203.10</b>	<b>\$6,203.10</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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Printed: 11/5/2020

## Cobb County Online Tax Receipt

Thank you for your payment!

**CARLA JACKSON** TAX COMMISSIONER  
**HEATHER WALKER** CHIEF DEPUTY  
Phone: 770-528-8600  
Fax: 770-528-8679

Payer:  
RASS Associates LLC

**RASS ASSOCIATES LLC**

**Payment Date: 10/15/2020**

Tax Year	Parcel ID	Due Date	Appeal Amount	Taxes Due
2020	17088000190	10/15/2020	Pay: N/A or	\$0.00

Interest	Penalty	Fees	Total Due	Amount Paid	Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$18,968.10	\$0.00



Scan this code with your  
mobile phone to view  
this bill!

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[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

After recording, please return to:  
Schreeder, Wheeler & Flint, LLP  
1100 Peachtree Street, Suite 800  
Atlanta, Georgia 30309  
Attn: John Christy

After recording return to:  
Calloway Title & Escrow, LLC  
**David W. Dudley 2-37876(13)**  
4170 Ashford Dunwoody Rd. Ste. 525  
Atlanta, Georgia 30319

STATE OF GEORGIA

COUNTY OF COBB

**LIMITED WARRANTY DEED**

THIS INDENTURE, made this 15<sup>th</sup> day of August, 2019 between

**RONALD L. GLASS, solely in his capacity as chapter 11 trustee for the bankruptcy estate of  
NILHAN DEVELOPERS LLC, a Georgia limited liability company, in Case No. 15-58440  
pending in the United States Bankruptcy Court for the Northern District of Georgia,**

as party or parties of the first part, hereinafter called Grantor, and

**RASS ASSOCIATES LLC,  
a Georgia limited liability company,**

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee"  
to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

That: Grantor, for and in consideration of TEN AND 00/100 (\$10.00) AND OTHER VALUABLE CONSIDERATION, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, following described property, to wit:

ALL THAT TRACT or parcel of land lying and being in Cobb County, Georgia, being more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference thereto.

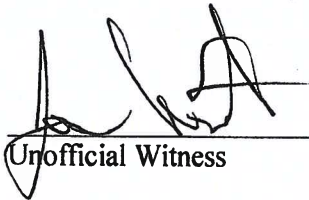
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

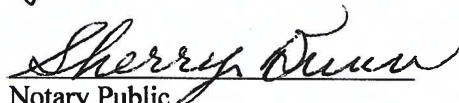
The property conveyed herein and hereby is conveyed on an "AS IS, WHERE IS" basis. Grantor makes no warranty or representation, express or implied, or arising by operation of law relating to the property conveyed herein and hereby, except as specifically set forth in Section 7 of the Agreement for Purchase and Sale dated July 31, 2019 by and between Grantor and Grantee. The subject property is being conveyed free and clear of all liens, claims and encumbrances pursuant to that certain "Order Granting Chapter 11 Trustee's Motion to Sell Certain Real Property of Debtor Nilhan Developers, LLC located at 2800, 2810, 2812, and 2814 Spring Road, Atlanta, Cobb County, Georgia, known as Emerson Center, Free and Clear of All Liens, Claims, Encumbrances and Interests" (the "Order"), entered in the Bankruptcy Case of *In re Bay Circle Properties, LLC, et. al.*, Case No. 15-58440-WLH, a copy of which Order is attached hereto as **Exhibit "B"** and incorporated herein by reference.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has signed and sealed this Limited Warranty Deed, the day and year above written.

Signed, sealed and delivered in the presence of:

  
Unofficial Witness

  
Notary Public  
My Commission Expires: 2023

**Sherry Dunn**  
**NOTARY PUBLIC**  
Cobb County  
State of Georgia  
**My Comm. Expires July 22, 2023**

**GRANTOR:**

Ronald L. Glass, solely in his capacity as chapter 11 trustee for the bankruptcy estate of Nilhan Developers LLC, a Georgia limited liability company

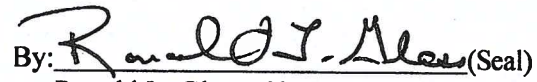
By:  (Seal)  
Ronald L. Glass, Chapter 11 Trustee of  
Nilhan Developers LLC

Exhibit "A"**Legal Description**

All that tract or parcel of land lying and being located in Land Lots 880 and 881, of the 17th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows: BEGINNING at an iron pin found (#4 rebar) located on the southeasterly right-of-way of Spring Road (AKA New Spring Road (Variable Right-of-Way), said iron pin being located 299.60 feet from the intersection of the said southeasterly right-of-way of Spring Road and the easterly right-of-way of Hargrove Road (80' Right-of-Way as measured in a northeasterly direction along and following the said southerly right-of-way of Spring Road, having thus established the TRUE POINT OF BEGINNING, leaving said iron pin and running N53°02'30"E along the northeasterly right-of-way of Spring Road for a distance of 64.75 feet to an iron pin found (#4 rebar); thence running S36°57'30"E and continuing along the southeasterly right-of-way of New Spring Road for a distance of 50.00 feet to an iron pin found (#4 rebar); thence running N52°57'11"E and continuing along the southeasterly right-of-way of Spring Road for a distance 347.95 feet to an iron pin found (#4 rebar); thence leaving said right-of-way and running S37°03'13"E for a distance of 198.58 feet to an iron pin found (#4 rebar); thence running N52°56'47"E for a distance of 251.89 feet to an iron pin found (#4 rebar); thence running S36°58'42"E for a distance of 445.13 feet to an iron pin found (#4 rebar) located on the northwesterly right-of-way of Interstate 285 (Variable Right-of-Way); thence running S27°58'56"W along the northwesterly right-of-way of Interstate 285 for a distance of 527.06 feet to an iron pin found (#4 rebar) located on the northeasterly right-of-way of Spring Hill Parkway (flea Curtis Drive) (Variable Right-of-Way); thence leaving said Interstate 285 right-of-way and running N68°37'31"W along the northeasterly right-of-way of Spring Hill Parkway for a distance of 188.47 feet to an iron pin found (#4 rebar); thence leaving said right-of-way and running N20°27'53"E for a distance of 208.75 feet to an iron pin found (#4 rebar); thence running N69°38'24"W for a distance of 208.85 feet to an iron pin found (#4 rebar); thence running N69°33'57"W for a distance of 218.39 feet to an iron pin found (#4 rebar); thence running N20°26'02"E for a distance of 20.00 feet to an iron pin found (#4 rebar); thence running N69°58'41"W for a distance of 25.87 feet to an iron pin found (#4 rebar); thence running N62°32'07"W for a distance of 115.80 feet to an iron pin found (#4 rebar); thence running N43°06'18"W for a distance of 48.39 feet to an iron pin found (#4 rebar); thence running N26°25'37"W for a distance of 100.09 feet to an iron pin found (#4 rebar) located on the southeasterly right-of-way of Spring Road which is the TRUE POINT OF BEGINNING. Said tract contains 8.709 acres (379,343 sq. ft.).

Exhibit "B"

Order

See attached.



**IT IS ORDERED as set forth below:**

**Date: August 5, 2019**

*Wendy L. Hagenau*

Wendy L. Hagenau  
U.S. Bankruptcy Court Judge

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT GEORGIA  
ATLANTA DIVISION**

In re:	)	Chapter 11
	)	
BAY CIRCLE PROPERTIES, LLC,	)	Case No. 15-58440-WLH
et al., <sup>1</sup>	)	
	)	
Debtors.	)	
	)	

**ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION TO SELL  
CERTAIN REAL PROPERTY OF DEBTOR NILHAN DEVELOPERS, LLC  
LOCATED AT 2800, 2810, 2812 AND 2814 SPRING ROAD, ATLANTA, COBB  
COUNTY, GEORGIA, KNOWN AS EMERSON CENTER, FREE  
AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS**

*The Motion of Chapter 11 Trustee for Orders (I)(A) Approving Bid Procedures for the  
Sale of Certain Property, including Certain Bid Protections and Use of Stalking Horse Bidder*

<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are Bay Circle Properties, LLC (1578); DCT Systems Group, LLC (6978); Sugarloaf Centre, LLC (2467); Nilhan Developers, LLC (6335); and NRCT, LLC (1649)

*and (B) Scheduling a Sale Hearing and (II)(A) Approving the Sale of Certain Property of the Estate Free and Clear of Liens, Claims, Encumbrances and Interests, (B) Authorizing the Assumption and Assignment of Certain Unexpired Nonresidential Real Property Leases, and (C) Granting Related Relief* (Doc. No. 1106), as amended by the *Amended Motion* (Doc. No. 1127, together with Doc. No. 1106, the “Sale Motion”), filed by Ronald L. Glass, as Chapter 11 Trustee (“Trustee”) for Debtors, came before this Court for hearing on August 2, 2019, upon proper notice.

The Trustee seeks an order authorizing him to sell property owned by Debtor Nilhan Developers, LLC (“Nilhan Developers”) located at 2800, 2810, 2812 and 2814 Spring Road, Atlanta, Cobb County, Georgia, known as Emerson Center (as more particularly described in the Agreements (defined below), the “Property”) free and clear of all liens, claims, encumbrances and interests.

The Court previously entered its *Order Approving Bid Procedures to be Utilized in Connection with the Sale of Certain Property, including Certain Bid Protections and Use of Stalking Horse Bidder and Scheduling a Sale Hearing to Consider Approval of the Sale* (the “Bid Procedures Order”, Doc. No. 1128) approving certain “Bid Procedures” with respect to the sale of the Property.

Objections to the Sale Motion were filed by Rass Associates, LLC (“Rass Associates”) (Doc. Nos. 1122, 1158), Niloy Thakkar and Rohan Thakkar (Doc. Nos. 1123, 1157), and by Chittranjan Thakkar (Doc. No. 1156). The foregoing objections to the Sale Motion, including without limitation Rass Associates’ objection that it should be allowed to credit bid the entirety of its claim (principal and interest), were withdrawn at the Sale Hearing (defined below).

The Court held a hearing (the “Sale Hearing”) on the Sale Motion on August 2, 2019. At the Sale Hearing, the Trustee provided evidence (through a proffer by his counsel) that he received a conforming overbid from Rass Associates, which bid included a \$4,100,000 credit bid; that, based upon the Trustee’s investigation, the Trustee concluded that there is no direct evidence that Rass Associates had knowledge the pendency of Nilhan Developers’ bankruptcy case when it made a loan to Nilhan Developers in August 2018 and, therefore, that any bid by Rass Associates for the purchase of the Property should be permitted to include a credit bid of the \$4,100,000 principal amount of its loan to Nilhan Developers; on July 31, 2019, the Trustee conducted an auction for the sale of the Property, with over 78 rounds of vigorous bidding by Rass Associates and Habersham Partners; that Rass Associates’ offer was the highest and best offer for the purchase of the Property and Habersham Partners, LLC’s (“Habersham Partners”) offer was the second highest and best offer for the purchase of the Property; that Rass Associates and Habersham Partners provided the Trustee with evidence that they each have funds on hand and loan commitments providing them with the financial ability to fund the purchase of the Property; that Rass Associates and Habersham Partners agreed that their bids for the purchase of the Property are irrevocable; that if either Rass Associates or Habersham Partners defaults under their respective agreement with the Trustee, Nilhan Developers’ estate would receive the defaulting party’s \$500,000 earnest money deposit; that the sales process was conducted in accordance with the Bid Procedures Order and resulted in a purchase price of \$12,795,000 from Rass Associates; that the Trustee believes that the offers received from Rass Associates and Habersham Partners represent an excellent sales price for the Property; that, due to code violations and life safety issues affecting the Property, Nilhan Developers’ lack of funds to pay ongoing operating and administrative expenses and the excellent purchase price proposed for the

sale of the Property, the sale of the Property is in the best interests of Nilhan Developers' estate, creditors and equity holders and should be approved.

Rass Associates provided evidence at the Sale Hearing (through a proffer by its counsel) that it negotiated the Rass Agreement (defined below) with the Trustee at arms' length, in good faith, without collusion and that Rass Associates is not an insider or affiliate of any of the Debtors.

Similarly, Habersham Partners provided evidence at the Sale Hearing (through a proffer by its counsel) that it negotiated the Habersham Agreement (defined below) with the Trustee at arms' length, in good faith, without collusion and that Habersham Partners is not an insider or affiliate of any of the Debtors.

The appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted in the record of the Sale Hearing; no objections having been raised at the Sale Hearing; upon consideration of the evidence and argument of counsel at the Sale Hearing and all other pleadings and proceedings in this bankruptcy case, including without limitation the Sale Motion and the *Supplement to Sale Motion Identifying Proposed Cure Costs* (Doc. No. 1129); upon consideration of the Sale Motion, the arguments, evidence (including Exhibits 1 through 10 which were tendered by the Trustee at the Sale Hearing and admitted into evidence by the Court) and testimony presented at the Bid Procedures Hearing and at the Sale Hearing, the record of this case, and based on the Court's statements on the record, and it appearing that the relief requested in the Sale Motion is in the best interests of Nilhan Developers, its estate, its creditors, and all other parties in interest, after due deliberation and good cause,

## IT IS HEREBY FOUND, DETERMINED AND CONCLUDED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding by Bankruptcy Rule 9014.

B. The Court has jurisdiction over this matter and over property of Nilhan Developers' estate, including the Property to be sold, pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of Debtors' bankruptcy cases and the Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408, 1409.

C. The statutory bases for the relief requested in the Sale Motion and for the approvals and authorizations herein are sections 102, 105, 362, 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 4001, 6004, 6006, and 9014.

D. On May 4, 2015, Nilhan Developers filed a voluntary petition under chapter 11 of the Bankruptcy Code. On December 11, 2018, the Court approved the appointment of Ronald L. Glass as chapter 11 trustee for the Debtors.

E. As evidenced by the certificates of service filed with the Court (including, without limitation, Doc. Nos. 1106, 1112, 1127, 1130, 1164), proper, timely, adequate and sufficient notice of the Sale Motion, the Bid Procedures, the auction, the Sale Hearing and the sale of the Property free and clear of all liens, claims, encumbrances and interests was provided in accordance with the Bankruptcy Code, Bankruptcy Rules and the local rules of this Court, and in compliance with the Bid Procedures Order. The Trustee also gave due and proper notice of the assumption and assignment of each lease relating to the Property (the "Leases") to each non-debtor party under each Lease (*see* Doc. No. 1129). Such notice was good and sufficient and

appropriate under the particular circumstances. No other or further notice of the Sale Motion, Bid Procedures, the auction, the Sale Hearing, the sale of the Property free and clear of all liens, claims, encumbrances and interests, the assumption and assignment of the Leases or the entry of this Order is necessary or shall be required.

F. Notice and a reasonable opportunity to object and/or be heard regarding the Sale Motion, auction, Sale Hearing, the sale of the Property free and clear of all liens, claims, encumbrances and interests, the assumption and assignment of the Leases and entry of this Order were provided to all interested persons, including without limitation (a) the Office of the United States Trustee for the Northern District of Georgia; (b) all non-debtor parties to the Leases; (c) all persons who have asserted or may have liens on the Property; (d) the Internal Revenue Service and all taxing authorities applicable to the Property; (e) Cobb County Community Development Agency, Code Enforcement Division, (f) Cobb County Fire & Emergency Services and (g) the master service list established in Nilhan Developers' bankruptcy case.

G. The Property is property of Nilhan Developers' estate and title thereto is vested in Nilhan Developers' estate.

H. The Trustee demonstrated the existence of reasonable and appropriate circumstances requiring the sale of the Property, and such sale is an appropriate exercise of the Trustee's business judgment, is consistent with the Trustee's fiduciary duties, and is in the best interests of Nilhan Developers' estate, its creditors and other parties in interest.

I. The Trustee and his professionals complied, in good faith, in all respects with the Bid Procedures Order and the Bid Procedures, including without limitation, with respect to the evaluation of bids for the purchase of the Property and the conduct of the auction. As demonstrated by the record in this bankruptcy case, including without limitation, (i) the

testimony and other evidence proffered or adduced at the Sale Hearing held on August 2, 2019 and the hearing held by the Court on July 2, 2019 to consider entry of the Bid Procedures Order and (ii) the representations of counsel made on the record at the Sale Hearing, (a) the marketing efforts and sale process conducted by the Trustee in accordance with the Bid Procedures Order afforded potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest and best offer to purchase the Property and (b) the Trustee, in good faith, considered all bids submitted on or before the deadline to submit bids as set forth in the Bid Procedures Order.

J. The Trustee received a qualified Initial Bid (as such term is defined in the Bid Procedures Order) from Rass Associates. Thus, the Trustee conducted an auction on July 31, 2019. Rass Associates submitted the highest and best bid at the auction, with Habersham Partners submitting the second highest and best bid at the auction. The Bid Procedures obtained the highest and best value for the Property that was reasonably obtainable under the circumstances of this bankruptcy case. The Trustee's conclusion that Rass Associates is entitled to credit bid \$4,100,000, the principal amount of its claim against Nilhan Developers pursuant to that certain Secured Promissory Note dated August 20, 2018 executed by Nilhan Developers payable to Rass Associates (the "Rass Note"), is reasonable and justified under the facts and circumstances of this case and applicable law.

K. The offer of Rass Associates, on the terms and conditions set forth in the Agreement for Purchase and Sale of Property dated July 31, 2019 by and between the Trustee and Rass Associates (the "Rass Agreement", a copy of which is attached hereto as Exhibit 1), is the highest and best offer received by the Trustee for the purchase of the Property. The sale of the Property to Rass Associates, on the terms and conditions set forth in the Rass Agreement, is

in the best interests of Nilhan Developers' estate, creditors, and other parties in interest and constitutes reasonably equivalent value for the Property.

L. The offer of Habersham Partners, upon the terms and conditions set forth in the Agreement for Purchase and Sale of Property dated July 31, 2019 by and between the Trustee and Habersham Partners (the "Habersham Agreement", a copy of which is attached hereto as Exhibit 2; the Rass Agreement and Habersham Agreement are collectively, the "Agreements"), is the second highest and best offer received by the Trustee for the purchase of the Property. In the event of a default by Rass Associates under the Rass Agreement or termination of the Rass Agreement, the sale of the Property to Habersham Partners is in the best interests of Nilhan Developers' estate, creditors, and other parties in interest and constitutes reasonably equivalent value for the Property.

M. The Trustee, Rass Associates and Habersham Partners have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Leases. The Court finds that there are no cure costs due with respect to the assumption and assignment of the Leases.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED. All objections filed with respect to the Sale Motion not previously withdrawn are hereby overruled. The Agreements and the provisions thereof are approved in their entirety, subject to the terms and conditions set forth herein.

2. The Trustee is authorized, pursuant to section 363(f) of the Bankruptcy Code, to (a) sell the Property to Rass Associates pursuant the Rass Agreement for the purchase price of \$12,795,000.00, which includes a credit of \$4,100,000.00 representing the principal balance of

the Rass Note, (b) execute any and all documents and instruments necessary to effectuate the sale of the Property to Rass Associates, including those required by the Rass Agreement (c) take such other actions as is necessary to consummate the sale of the Property to Rass Associates, (d) pay CBRE, Inc. ("CBRE") a \$50,000.00 commission at closing of the sale of the Property to Rass Associates, (e) pay all transfer and/or documentary stamp taxes incident to the conveyance of title to the Property to Rass Associates and (f) pursuant to the Bid Procedures Order, pay Habersham Partners an expense reimbursement in the amount of \$20,000.00 at closing of the sale of the Property to Rass Associates. The Court finds that the value of Rass Associates' bid to Nilhan Developers' estate is \$12,795,000 and that the entirety of the purchase price should be treated as a cash bid to the Trustee. Upon the closing of the sale of the Property to Rass Associates, Rass Associates' claim against Nilhan Developers shall be modified to reflect that the \$4,100,000 principal amount of the Rass Note has been paid in full, without prejudice to (A) any party's right to object to Rass Associates' accrual and/or receipt of interest with respect to the Rass Note or any claim filed by Rass Associates related thereto or (B) Rass Associates' right to file a motion for an administrative claim for accrued and unpaid interest with respect to the Rass Note.

3. In the event that Rass Associates defaults under the Rass Agreement or the Rass Agreement is terminated, the Trustee is authorized, pursuant to section 363(f) of the Bankruptcy Code, to (a) sell the Property to Habersham Partners pursuant the Habersham Agreement for the purchase price of \$13,020,000.00, (b) execute any and all documents and instruments necessary to effectuate the sale of the Property to Habersham Partners, including those required by the Habersham Agreement, (c) take such other actions as is necessary to consummate the sale of the Property to Habersham Partners and (d) pay CBRE a commission equal to two and one-half

percent (2.5%) of the gross sales price at closing of the sale of the Property to Habersham Partners and (e) pay all transfer and/or documentary stamp taxes incident to the conveyance of title to the Property to Habersham Partners.

4. The sale of the Property by the Trustee is free and clear of all liens, claims, encumbrances of record, interests, mortgages and/or security deeds, including, without limitation, (a)(i) that certain Secured Promissory Note dated August 20, 2018 in the original principal amount of \$4,100,000.00 payable by Nilhan Developers to Rass Associates and (ii) that certain Deed to Secure Debt and Security Agreement dated August 20, 2018 executed by Nilhan Developers in favor of Rass Associates, recorded in Deed Book 15566, Page 1414, Cobb County, Georgia records, (b) that certain Secured Promissory Note dated August 20, 2018 in the original principal amount of \$5,169,212.32 payable by Nilhan Developers to Norcross Hospitality LLC and that certain unrecorded Deed to Secure Debt and Security Agreement dated August 20, 2018 executed by Nilhan Developers in favor of Norcross Hospitality, LLC, (c) any violations, fines, fees, citations or other claims of the Cobb County Community Development Agency, Code Enforcement Division, and/or Cobb County Fire & Emergency Services, but excluding any state, county, city or other ad valorem property taxes and assessments due and payable for all prior and current tax periods as of midnight on the eve of the Closing Date (the "Proration Date"). Any liens shall attach to the consideration received by the Trustee from the sale of the Property in the same priority, validity, force and effect, if any, as they now have against the Property, subject to all claims and defenses and avoidability as before the closing of the sale of the Property.

5. The Trustee is authorized to pay at closing any state, county, city or other ad valorem property taxes and assessments due and payable for all prior and current tax periods as of the Proration Date.

6. Neither Rass Associates nor Habersham Partners is an “insider” or “affiliate” of the Debtors, as those terms are defined in the Bankruptcy Code. The Agreements were negotiated by the Trustee, Rass Associates and Habersham Partners at arm’s length, without collusion or fraud, and in good faith within the meaning of Section 363(m) of the Bankruptcy Code. Thus, the Court finds that Rass Associates and Habersham Partners are good faith purchasers within the meaning of section 363(m) of the Bankruptcy Code and, together with the Trustee, are entitled to the protections of Section 363(m) of the Bankruptcy Code.

7. The Court expressly finds that there is no just reason for delay in the implementation of this Order. Accordingly, pursuant to Federal Rule of Bankruptcy 6004(h), this Order shall be immediately effective upon entry.

8. The Court retains jurisdiction to enforce and implement the terms and provisions of the Agreement, all amendments thereto, and this Order.

**[END OF DOCUMENT]**

*Prepared and presented by:*

/s/ Lisa Wolgast

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Lisa Wolgast, Ga. Bar No. 773399  
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### **AGREEMENT FOR PURCHASE AND SALE OF PROPERTY**

This Agreement (the "Agreement") is made and entered into as of the 31<sup>st</sup> day of July, 2019 (the "Contract Date") by and between Ronald L. Glass, as chapter 11 trustee of Nilhan Developers, LLC ("Seller") and RASS Associates, LLC, a Georgia limited liability company ("Buyer").

#### **RECITALS:**

WHEREAS, Ronald L. Glass is the duly-appointed Chapter 11 Trustee of Nilhan Developers, LLC ("Debtor") in that certain chapter 11 proceeding styled *In re Bay Circle Properties, LLC*, Case No. 15-58440-WLH (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court");

WHEREAS, Buyer wishes to purchase from Seller, and Seller wishes to sell, that certain tract of land lying and being in Cobb County, Georgia, containing approximately 8.7 acres, located at 2800, 2810, 2812 and 2814 Spring Road, Atlanta, Cobb County, Georgia, also known as Emerson Center, and being more particularly described on Exhibit A attached hereto (the "Real Property"), together with those certain leases by and between (i) Debtor, as successor-in-interest to The Emerson Center Company, as landlord, and Chin Chin Cobb Pkwy, LLC, as tenant, under that certain Lease Agreement dated May 12, 2004 and (ii) Debtor, as landlord, and Malincho, Inc., as tenant, under that certain Lease Agreement dated August 1, 2012 (collectively, the "Leases", together with the Real Property, the "Property"), upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

#### **AGREEMENT:**

Section 1. Purchase and Sale Agreement. Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase from Seller, the Property on an "As Is, Where Is" basis. The sale of the Property will be free and clear of all liens, claims, interests and encumbrances.

#### **Section 2. Earnest Money.**

2.1 Buyer has delivered to Calloway Title and Escrow LLC ("Holder") the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Earnest Money") as the earnest money deposit under this Agreement. The Earnest Money shall be non-refundable except as otherwise provided in this Agreement. Contemporaneous with the execution of this Agreement, Buyer has executed an escrow agreement in the form attached hereto as Exhibit B (the "Escrow Agreement").

2.2 The Earnest Money shall be held, invested and disbursed pursuant to the terms and provisions of this Agreement and the Escrow Agreement. The Earnest Money shall be sent to Holder via wire instructions provided by Seller.

Section 3. Purchase Price and Prorations.

3.1 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Twelve Million Seven Hundred Ninety-Five Thousand and No/100 Dollars (\$12,795,000.00). The Purchase Price, as adjusted by the prorations provided in Section 3.2 hereof and as reduced by the Earnest Money and a credit of \$4,100,000 representing the principal balance of the secured Promissory Note dated August 22, 2018 made by Nilhan Developers, LLC payable to Buyer, shall be paid by Buyer to Seller at the Closing in United States dollars, by Federal Reserve System wire transfer in immediately-available funds.

3.2 Prorations. The following items shall be prorated between Seller and Buyer as of midnight on the eve of the Closing Date (the "Proration Date"), and prorations favoring Buyer, to the extent determinable as of the Proration Date, shall reduce the amounts payable by Buyer at the Closing, and such prorations favoring Seller, to the extent determinable as of the Proration Date, shall increase the amounts payable by Buyer at the Closing:

3.2.1 Taxes. The state, county, city or other ad valorem property taxes and assessments for the tax period in which the Closing occurs. If the actual tax bills for said tax period have not been issued, then such proration shall be based on such taxes for the previous tax period. Seller shall be responsible for paying in full prior to or at Closing all ad valorem property taxes and assessments owed in connection with the Property for all prior and current tax periods through the Proration Date.

3.2.2 Rents. All rents, common area charges, and other tenant reimbursements (other than security deposits) received by Seller relating to the Property and that are allocable to the period after Closing shall be credited to Purchaser at Closing.

3.2.3 Penalties\Fines. The Seller will pay all fines and penalties imposed by any governmental authority arising out of any existing citations related to the condition of the Property,

Section 4. Title to the Property. At Closing, Seller shall convey fee simple title to the Property to Buyer free and clear of all liens, claims, and encumbrances pursuant to the express provisions of the Sale Order (defined below). Seller agrees not to alter or encumber or convey in any way Seller's title to the Property after the Contract Date without Buyer's prior written consent.

Section 5. Survey. Buyer, at its sole cost and expense, may obtain a survey of the Property and Seller shall cooperate with Buyer's reasonable requests for access to the Property for purposes of completing said survey.

Section 6. Reserved.

6.1 Bidding Procedures Order. On July 3, 2019, the Bankruptcy Court entered an order Order Approving Bid Procedures to be Utilized in Connection with the Sale of Certain Property, Including Certain Bid Protections and Use of Stalking Horse Bidder and Scheduling a Sale Hearing to Consider Approval of the Sale (the "Bidding Procedures Order") which approved procedures for bidding on the Property (the "Bidding Procedures"). The Bidding Procedures Order among other things approved the time and date of an auction (the "Auction") at which higher or better offers may be presented to the Seller, and scheduled a hearing to consider entry of an order approving the sale of the Property (the "Sale Hearing").

6.2 Sale Order. If Buyer is the winning bidder at the Auction, Seller will request that the Bankruptcy Court enter an order approving the assumption and assignment of the Leases to Buyer and the sale of the Property to Buyer upon the terms and conditions set forth herein (the "Sale Order"). The Sale Order will specifically state that the sale of the Property is free and clear of and not subject to any liens, claims, interests and encumbrances of record or otherwise and will contain a finding that the Buyer is a good faith purchaser and is entitled to the protections of Section 363(m) of the Bankruptcy Code (provided that the Buyer provides adequate evidence to support a good faith finding) and waive the stay of Bankr. R. 6004(h). In the event that Buyer is not the winning bidder at the Auction or is not the Backup Bidder<sup>1</sup>, then this Agreement will be deemed terminated effective as of the entry of the Sale Order, unless the Seller appeals the Sale Order in which case it will terminate upon the dismissal of the appeal or a final decision affirming the Sale Order whereupon Buyer shall receive a refund of the Earnest Money, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

6.3 Reserved.

6.4 Appeal. In the event that the Bidding Procedures Order or the Sale Order shall be appealed, Seller and Buyer shall use their respective reasonable best efforts to defend such appeal if the Buyer is not the appellant. Regardless of whether the Sale Order is a final order and regardless of whether any person or entity files an appeal of the Sale Order, provided that (a) the Sale Order has been entered, has not been stayed, and contains a finding that Buyer is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code, the Closing shall occur on or before the date set in the Sale Order.

6.5 Termination. In the event that Seller terminates this Agreement, Buyer shall receive a full refund of all Earnest Money paid to Holder less \$10 as independent consideration for this Agreement and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. In the event that Buyer terminates this Agreement pursuant to such termination right, Buyer shall receive a refund of the Earnest Money, less \$10 (which amount may be retained by Seller and will, thereafter, constitute property of Nilhan Developers, LLC's bankruptcy estate), and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

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<sup>1</sup> As such term is defined in the Bidding Procedures Order.

6.6 Cure Costs; Performance of Assumed Leases. Seller shall be responsible for curing all defaults required by 11 U.S.C. § 365 to assume and assign the Leases. At Closing, Buyer shall assume and thereafter pay, perform and discharge all obligations of Debtor and/or Seller under the Leases arising on or after the Closing Date. Buyer shall indemnify Seller from and against any and all liabilities, obligations, costs and expenses arising under the Leases after Closing.

Section 7. Seller's Representations and Warranties. Seller hereby warrants and represents to Buyer as of the date hereof as follows:

7.1 Authority and Sale Order. Seller is the duly appointed Chapter 11 Trustee of Nilhan Developers, LLC, the fee-simple owner of the Property. Subject to entry of the Sale Order, Seller will be authorized to enter into this Agreement, to assume and assign the Leases to Buyer, to sell the Property to Buyer, and to consummate the transactions contemplated hereby.

7.2 No Condemnation. To Seller's knowledge, there is no pending or threatened condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Property.

7.3 Non-Foreign Status; Withholding. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended and the Regulations promulgated pursuant thereto and Seller is, or is deemed to be, a Georgia resident pursuant to O.C.G.A. § 48-7-128. Seller's sale of the Property is not subject to any Federal, state or local withholding obligation of Buyer under the tax laws applicable to Seller or the Property.

The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the date hereof, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the Closing Date (defined herein), shall survive the Closing and shall not be deemed merged into any instrument of conveyance delivered at the Closing, and shall inure to the benefit of and be enforceable by Buyer, its successors and assigns.

Section 8. Closing.

8.1 Time and Place. Provided that all of the conditions set forth in this Agreement are theretofore fully satisfied or performed, the closing and consummation of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall be held at a location mutually acceptable to Buyer and Seller, at 10:00 a.m. local time, on a date selected by Buyer and reasonably acceptable to Seller, which shall be on or before ten (10) days following entry of the Sale Order (the "Closing Date"), unless extended by mutual agreement of the Parties.

8.2 Closing Documents. For and in consideration of, and as a condition precedent to Buyer's delivery to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at the Closing the following documents (all of which shall be duly executed and witnessed, which documents Buyer agrees to execute where required):

8.2.1 A limited warranty deed containing the representations and warranties contained in Section 7 of this Agreement conveying to Buyer all of Seller's right, title and interest in and to the Property and a separate assignment of leases;

8.2.2 A Closing Statement;

8.2.3 A copy of the Sale Order; and

8.2.4. A completed Georgia Form PT-61, an affidavit satisfying the provisions of O.C.G.A. § 48-7-128 and a completed FIPRTA form .

8.3 Costs. At the Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property as contemplated herein, including, without limitation, attorneys' fees. Notwithstanding the foregoing, it is expressly agreed that Seller shall pay the cost of any and all transfer and/or documentary stamp taxes incident to the conveyance of title to the Property to Buyer, and the fee for recording the deed. Buyer shall pay the cost of the title examination, owner's title insurance premium, the survey, any mortgage recording tax and all other taxes, costs, fees or expenses relating to Buyer's financing of the Property and Buyer's investigation of the Property.

#### Section 9. Default and Remedies.

9.1 Buyer's Default. If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Earnest Money that became due and owing by Buyer pursuant to the terms of this Agreement as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. Seller hereby waives and covenants not to bring any action or suit, whether legal or equitable, against Buyer for damages or other redress in the event of Buyer's default hereunder.

9.2 Seller's Default. If the sale of the Property is not consummated due to Seller's default hereunder, then Buyer, as its sole and exclusive remedy hereunder, shall have the right to terminate this Agreement by notifying Seller thereof and receive a refund of the Earnest Money; provided, however, that if Seller's default hereunder is due to the Bankruptcy Court denying the Sale Motion, then Buyer shall receive a refund of the Earnest Money, less \$5,000.00 (which amount may be retained by Seller and will, thereafter, constitute property of Nilhan Developers, LLC's bankruptcy estate).

#### Section 10. Condemnation.

10.1 Condemnation and Casualty. Upon becoming aware of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof), Seller agrees to give Buyer immediate written notice of same. Between the Contract Date and the Closing Date, any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any part of the Property which would, in Buyer's judgment, adversely affect the Property or render it unsuitable for Buyer's purposes, shall, at Buyer's option, allow Buyer, by written notice to Seller, to be received within five (5) Business Days of Buyer's receiving Seller's notice of such threat, condemnation or taking, or by the Closing Date, whichever is earlier, to elect to terminate this Agreement, whereupon the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination and Buyer shall receive a refund of the Earnest Money.

If any portion of the improvements on the Property suffers any casualty or loss prior to Closing, this Agreement shall remain in effect and all insurance proceeds related to such loss or casualty shall be assigned by Seller to Buyer at Closing.

10.2 Awards and Proceeds. If Buyer does not elect to terminate this Agreement following any notice of a threat of taking or taking by condemnation, as provided above, this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein, less any interest taken by eminent domain or condemnation, or sale in lieu thereof, shall be effected. At the Closing, Seller shall assign, transfer and set over to Buyer all of Seller's right, title and interest in and to any awards or payments for the actual value of the property lost or destroyed that have been or may thereafter be made for any such taking or sale in lieu thereof.

#### Section 11. Assignment.

11.1 Assignment by Buyer. Buyer may assign any of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity affiliated with Buyer.

11.2 Assignment by Seller. Seller may not assign its rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity, except upon order of the Bankruptcy Court.

Section 12. Buyer's Representations and Warranties. Buyer hereby warrants and represents to Seller as of the date hereof as follows:

12.1 Authority. Buyer is a Georgia limited liability company, duly organized, validly existing and in good standing under the laws of the State of Georgia; that it has all requisite authorizations to enter into this Agreement with Seller and to consummate the transactions contemplated hereby; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do.

12.2 Ability to Perform. Buyer is willing, authorized, capable and qualified financially, legally and otherwise, of unconditionally performing all obligations under the Agreement and, contemporaneous with Buyer's execution of this Agreement, Buyer has delivered to Trustee

evidence that Buyer is willing, authorized, capable and qualified financially, legally and otherwise, of unconditionally performing all obligations under the Agreement.

**12.3 Buyer's Identity.** The following constitute the identity of each entity that will be purchasing the Property or otherwise participating in connection with Buyer's purchase of the Property, and the complete terms of any such participation: Naresh Parikh and Rajiv Goswami are the members of Buyer.

The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Buyer, as of the date hereof, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Buyer as of the Closing Date (defined herein), shall survive the Closing and shall not be deemed merged into any instrument of conveyance delivered at the Closing, and shall inure to the benefit of and be enforceable by Seller, its successors and assigns.

**Section 13. Brokers.**

Buyer and Seller each represent and warrant that, other than CBRE, Inc., who will be paid a commission by Seller pursuant to that certain Order Authorizing the Trustee to Employ CBRE, Inc. entered by the Bankruptcy Court on April 2, 2019 (Doc. No. 1011), the parties have not employed and will not employ any other advisor, broker, agent or consultant in connection with respect to the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by the other as a result of the indemnifying party's representation herein being untrue. This Section 14 shall expressly survive the Closing hereunder.

**Section 14. Notices.** Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand, by nationally-recognized overnight express delivery service, by U. S. registered or certified mail, return receipt requested, postage prepaid, or by e-mail with follow up by regular mail, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

BUYER: RASS Associates, LLC  
c/o Rajiv Goswami  
  
185 Farnworth Lane  
Roswell, Georgia 30075

With a copy to: John A. Christy, Esq.  
Schreeder, Wheeler & Flint, LLP  
1100 Peachtree Street  
Suite 800  
Atlanta, Georgia 30309  
Email: <mailto:jchristy@swflfp.com>

SELLER: Ronald L. Glass, Chapter 11 Trustee  
Glass Ratner Advisory & Capital Group  
Suite 1225  
3345 Peachtree Road  
Atlanta, Georgia 30326  
Phone No.: (404) 835-8830  
Email: [rglass@glassratner.com](mailto:rglass@glassratner.com)

With a copy to: Frank W. DeBorde, Esq.  
Lisa Wolgast, Esq.  
Morris, Manning & Martin, LLP  
3343 Peachtree Road, NE, Suite 1600  
Atlanta, Georgia 30326  
Phone No.: (404) 233-7000  
Email: [fwd@mmmlaw.com](mailto:fwd@mmmlaw.com)  
[lwolgast@mmmlaw.com](mailto:lwolgast@mmmlaw.com)

HOLDER: S. Marcus Calloway, Esq.  
Calloway Title and Escrow LLC  
4170 Ashford Dunwoody Road, Suite 525  
Atlanta, Georgia 30319  
Email: [MarcusC@titlelaw.com](mailto:MarcusC@titlelaw.com)

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery or if sent by U.S. mail; or (c) on the date of transmission, if sent by e-mail with a follow-up by regular mail. Such notices shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service; (b) on the date indicated on the return receipt if mailed; or (c) on the date of transmission, if sent by e-mail. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing.

#### Section 15. Miscellaneous.

15.1 Governing Law; Headings; Rules of Construction. This Agreement shall be construed and interpreted under the laws of the State of Georgia. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. The parties agree that

this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

15.2 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

15.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

15.4 Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

15.5 Possession. Possession of the Property shall be granted by Seller to Buyer no later than the Closing Date.

15.6 Date For Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a day other than a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day. "Business Day" as used herein means Monday through Friday, excluding bank holidays and legal holidays recognized by the state government of the State/Commonwealth in which the Property is located.

15.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Facsimile or other electronic signatures hereto shall be effective as manually executed originals.

15.8 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

15.9 Tax Deferred Exchange. It may be the intention of either party to exchange other real property of like kind for the Property under terms and conditions that qualify as an exchange within the meaning of Section 1031 or Section 1033 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder. Accordingly, each party acknowledges the other party's prospective intentions and hereby agrees to fully assist and cooperate with the other party

in consummating this transaction as contemplated in this Agreement in compliance with Section 1031 or Section 1033, and Buyer and Seller hereby agree to enter, and execute all reasonable and customary documents in relation thereto. Provided, however, the non-exchanging party shall not incur or become liable for any liability or expense relating to this Article, and furthermore, the exchanging party shall indemnify and hold harmless the other party from and against any and all costs, expenses, liabilities, claims, taxes, professional fees, attorney fees and court costs, etc. in relation thereto. Seller will receive all cash concerning this transaction, and shall not be obligated to take title to other property in conformance with this section.

15.10 Entire Agreement. This Agreement, including Exhibits, and the documents incorporated herein by reference contain the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, any prior contracts between the parties for the purchase and sale of the Property are hereby terminated, the buyer therein shall be entitled to a refund of any and all earnest money referred to therein, and none of the parties thereto shall have any further rights or obligations thereunder.

[Signatures on following page]

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IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement, as of the day and year first above written.

**SELLER:**

**RONALD L. GLASS, CHAPTER 11 TRUSTEE OF  
NILHAN DEVELOPERS, LLC**

  
\_\_\_\_\_

**BUYER:**

**RASS ASSOCIATES, LLC, a Georgia limited liability  
company**

By:   
Name: Rajiv Goswami, Manager  
\_\_\_\_\_

**EXHIBIT A****Legal Description**

All that tract or parcel of land lying and being located in Land Lots 880 and 881, of the 17th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows: BEGINNING at an iron pin found (#4 rebar) located on the southeasterly right-of-way of Spring Road (AKA New Spring Road (Variable Right-of-Way), said iron pin being located 299.60 feet from the intersection of the said southeasterly right-of-way of Spring Road and the easterly right-of-way of Hargrove Road (80' Right-of-Way as measured in a northeasterly direction along and following the said southerly right-of-way of Spring Road, having thus established the TRUE POINT OF BEGINNING, leaving said iron pin and running N53°02'30"E along the northeasterly right-of-way of Spring Road for a distance of 64.75 feet to an iron pin found (#4 rebar); thence running S36°57'30"E and continuing along the southeasterly right-of-way of New Spring Road for a distance of 50.00 feet to an iron pin found (#4 rebar); thence running N52°57'11"E and continuing along the southeasterly right-of-way of Spring Road for a distance 347.95 feet to an iron pin found (#4 rebar); thence leaving said right-of-way and running S37°03'13"E for a distance of 198.58 feet to an iron pin found (#4 rebar); thence running N52°56'47"E for a distance of 251.89 feet to an iron pin found (#4 rebar); thence running S36°58'42"E for a distance of 445.13 feet to an iron pin found (#4 rebar) located on the northwesterly right-of-way of Interstate 285 (Variable Right-of-Way); thence running S27°58'56"W along the northwesterly right-of-way of Interstate 285 for a distance of 527.06 feet to an iron pin found (#4 rebar) located on the northeasterly right-of-way of Spring Hill Parkway (flea Curtis Drive) (Variable Right-of-Way); thence leaving said Interstate 285 right-of-way and running N68°37'31"W along the northeasterly right-of-way of Spring Hill Parkway for a distance of 188.47 feet to an iron pin found (#4 rebar); thence leaving said right-of-way and running N20°27'53"E for a distance of 208.75 feet to an iron pin found (#4 rebar); thence running N69°38'24"W for a distance of 208.85 feet to an iron pin found (#4 rebar); thence running N69°33'57"W for a distance of 218.39 feet to an iron pin found (#4 rebar); thence running N20°26'02"E for a distance of 20.00 feet to an iron pin found (#4 rebar); thence running N69°58'41"W for a distance of 25.87 feet to an iron pin found (#4 rebar); thence running N62°32'07"W for a distance of 115.80 feet to an iron pin found (#4 rebar); thence running N43°06'18"W for a distance of 48.39 feet to an iron pin found (#4 rebar); thence running N26°25'37"W for a distance of 100.09 feet to an iron pin found (#4 rebar) located on the southeasterly right-of-way of Spring Road which is the TRUE POINT OF BEGINNING. Said tract contains 8.709 acres (379,343 sq. ft.).

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**EXHIBIT B**

**Escrow Agreement**

### ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this 26<sup>th</sup> day of June, 2019, by and among Ronald L. Glass, as chapter 11 trustee of Nilhan Developers, LLC (hereinafter referred to as "Seller"); RASS Associates, LLC, a Georgia limited liability company (hereinafter referred to as "Purchaser"); and Calloway Title and Escrow, LLC (hereinafter referred to as "Escrow Agent").

### WITNESSETH:

WHEREAS, Seller and Purchaser have entered into an Agreement for Purchase and Sale of Property dated July 26, 2019 (the "Sale Agreement"), for the sale and purchase of certain property, and more particularly described on Exhibit "A" attached thereto (hereinafter referred to as the "Property"); and

WHEREAS, Seller and Purchaser have agreed to execute the Sale Agreement contingent upon the execution of this Escrow Agreement; and

WHEREAS, Purchaser and Seller desire to have Escrow Agent hold the Earnest Money in escrow pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the premises and of good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purchaser and Seller hereby appoint Calloway Title and Escrow, LLC, as Escrow Agent hereunder.
2. Purchaser shall deliver and Escrow Agent shall hold the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), representing the Escrow Funds as required by this Escrow Agreement. The Escrow Agent agrees to hold said funds in an interest bearing or non-interest bearing escrow account, as directed by Purchaser, and disburse said funds (and any interest earned thereon) as hereinafter provided.
3. Purchaser's United States Taxpayer Identification Number is 83-1618196.
4. Upon written notification from Purchaser and Seller that they have agreed as to the disbursement of the above Escrow Funds, Escrow Agent shall deliver to the appropriate parties the appropriate amounts as disclosed by said written notification. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions as to whether any conditions upon which the funds are released have been fulfilled or not fulfilled, or to whom funds are released.
5. If Escrow Agent does not serve as title agent, a fee in the amount of three hundred and 00/100 dollars (\$300.00) will be charged.
6. The parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may

incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement.

Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable costs of investigation and attorneys' fees and disbursements which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder.

In an event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleading as it deems appropriate.

[Signatures on following page]

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

**SELLER:**

**RONALD L. GLASS, CHAPTER 11 TRUSTEE OF  
NILHAN DEVELOPERS, LLC**

\_\_\_\_\_

**BUYER:**

**RASS ASSOCIATES, LLC, a Georgia limited liability  
company**

By: \_\_\_\_\_  
Name: Rajiv Goswami, Manager

**ESCROW AGENT:**

**CALLOWAY TITLE AND ESCROW, LLC**

By: \_\_\_\_\_  
S. Marcus Calloway, Managing Member

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

**SELLER:**

**RONALD L. GLASS, CHAPTER 11 TRUSTEE OF  
NILHAN DEVELOPERS, LLC**

**BUYER:**

**RASS ASSOCIATES, LLC, a Georgia limited liability  
company**

By:   
Name: Rajiv Grewal Manager

**ESCROW AGENT:**

**CALLOWAY TITLE AND ESCROW, LLC**

By: \_\_\_\_\_  
S. Marcus Calloway, Managing Member

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

**SELLER:**

**RONALD L. GLASS, CHAPTER 11 TRUSTEE OF  
NILHAN DEVELOPERS, LLC**

---

**BUYER:**

**RASS ASSOCIATES, LLC, a Georgia limited liability  
company**

By: \_\_\_\_\_  
Name: Rajiv Goswami, Manager

**ESCROW AGENT:**

**CALLOWAY TITLE AND ESCROW, LLC**

By: \_\_\_\_\_  
S. Marcus Calloway, Managing Member



### **AGREEMENT FOR PURCHASE AND SALE OF PROPERTY**

This Agreement (the "Agreement") is made and entered into as of the 31<sup>st</sup> day of July, 2019 (the "Contract Date") by and between Ronald L. Glass, as chapter 11 trustee of Nilhan Developers, LLC ("Seller") and Habersham Partners, LLC, a Delaware limited liability company ("Buyer").

### **RECITALS:**

WHEREAS, Ronald L. Glass is the duly-appointed Chapter 11 Trustee of Nilhan Developers, LLC ("Debtor") in that certain chapter 11 proceeding styled *In re Bay Circle Properties, LLC*, Case No. 15-58440-WLH (the "Bankruptcy Case") pending in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court");

WHEREAS, Buyer wishes to purchase from Seller, and Seller wishes to sell, that certain tract of land lying and being in Cobb County, Georgia, containing approximately 8.7 acres, located at 2800, 2810, 2812 and 2814 Spring Road, Atlanta, Cobb County, Georgia, also known as Emerson Center, and being more particularly described on Exhibit A attached hereto (the "Real Property"), together with those certain leases by and between (i) Debtor, as successor-in-interest to The Emerson Center Company, as landlord, and Chin Chin Cobb Pkwy, LLC, as tenant, under that certain Lease Agreement dated May 12, 2004 and (ii) Debtor, as landlord, and Malincho, Inc., as tenant, under that certain Lease Agreement dated August 1, 2012 (collectively, the "Leases", together with the Real Property, the "Property"), upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

### **AGREEMENT:**

Section 1. Purchase and Sale Agreement. Subject to and in accordance with the terms and provisions hereof, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase from Seller, the Property on an "As Is, Where Is" basis. The sale of the Property will be free and clear of all liens, claims, interests and encumbrances.

### Section 2. Earnest Money.

2.1 Buyer has delivered to Calloway Title and Escrow LLC ("Holder") the sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00) (the "Earnest Money") as the earnest money deposit under this Agreement. The Earnest Money shall be non-refundable except as otherwise provided in this Agreement. Seller, Buyer and Holder have executed an escrow agreement in the form attached hereto as Exhibit B (the "Escrow Agreement").

2.2 The Earnest Money shall be held, invested and disbursed pursuant to the terms and provisions of this Agreement and the Escrow Agreement. The Earnest Money shall be sent to Holder via wire instructions provided by Seller.

Section 3. Purchase Price and Prorations.

3.1 Purchase Price. The purchase price (the "Purchase Price") for the Property shall be Thirteen Million Twenty Thousand and No/100 Dollars (\$13,020,000.00). The Purchase Price, as adjusted by the prorations provided in Section 3.2 hereof and as reduced by the Earnest Money, shall be paid by Buyer to Seller at the Closing in United States dollars, by Federal Reserve System wire transfer in immediately-available funds.

3.2 Prorations. The following items shall be prorated between Seller and Buyer as of midnight on the eve of the Closing Date (the "Proration Date"), and prorations favoring Buyer, to the extent determinable as of the Proration Date, shall reduce the amounts payable by Buyer at the Closing, and such prorations favoring Seller, to the extent determinable as of the Proration Date, shall increase the amounts payable by Buyer at the Closing:

3.2.1 Taxes. The state, county, city or other ad valorem property taxes and assessments for the tax period in which the Closing occurs. If the actual tax bills for said tax period have not been issued, then such proration shall be based on such taxes for the previous tax period. Seller shall be responsible for paying in full prior to or at Closing all ad valorem property taxes and assessments owed in connection with the Property for all prior and current tax periods through the Proration Date.

3.2.2 Rents. All rents, common area charges, and other tenant reimbursements (other than security deposits) received by Seller relating to the Property and that are allocable to the period after Closing shall be credited to Purchaser at Closing.

Section 4. Title to the Property. At Closing, Seller shall convey fee simple title to the Property to Buyer free and clear of all liens, claims, and encumbrances pursuant to the express provisions of the Sale Order (defined below). Seller agrees not to alter or encumber or convey in any way Seller's title to the Property after the Contract Date without Buyer's prior written consent.

Section 5. Survey. Buyer, at its sole cost and expense, may obtain a survey of the Property and Seller shall cooperate with Buyer's reasonable requests for access to the Property for purposes of completing said survey.

Section 6. Bankruptcy Court Approval.

6.1 Sale Motion; Bidding Procedures Order. Seller filed a motion in the Bankruptcy Case (the "Sale Motion") seeking entry by the Bankruptcy Court of an order that will, among other things, approve certain procedures with respect to the sale of the Property (the "Bidding Procedures Order"), seeking approval of bidding procedures in the form attached hereto as Exhibit C (the "Bidding Procedures"). The Bidding Procedures Order shall, among other things

(i) approve the form of this Agreement, (ii) approve the Bidding Procedures, including the requirements of a qualified overbid, (iii) fix the time and date of an auction (the "Auction") at which higher or better offers may be presented to the Seller, and (iv) schedule a hearing to consider entry of an order approving the sale of the Property (the "Sale Hearing"). In the event the Bankruptcy Court denies the Sale Motion, then either party may terminate this Agreement whereupon Buyer shall receive a refund of the Earnest Money, less \$5,000.00 (which amount may be retained by Seller and will, thereafter, constitute property of Nilhan Developers, LLC's bankruptcy estate), and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

6.2 Sale Order. If Buyer is the winning bidder at the Auction, Seller will request that the Bankruptcy Court enter an order approving the assumption and assignment of the Leases to Buyer and the sale of the Property to Buyer upon the terms and conditions set forth herein (the "Sale Order"). The Sale Order will specifically state that the sale of the Property is free and clear of and not subject to any liens, claims, interests and encumbrances of record or otherwise and will contain a finding that the Buyer is a good faith purchaser and is entitled to the protections of Section 363(m) of the Bankruptcy Code (provided that the Buyer provides adequate evidence to support a good faith finding). In the event that Buyer is not the winning bidder at the Auction and Rass Associates, LLC ("Rass Associates") successfully closes on the purchase of the Property, then this Agreement will be deemed terminated (effective as of the date of the closing of the purchase of the Property by Rass Associates after entry of an order approving the sale of the Property to Rass Associates) whereupon Buyer shall receive a refund of the Earnest Money, and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

6.3 Bid Protections. The overbid provisions and related bid protections contained in the Bidding Procedures are designed to compensate Buyer for its efforts and agreements to date and to facilitate a full and fair process designed to maximize the value of the Property. The approval of the Bidding Procedures is a material inducement to Buyer entering into this Agreement. In the event that Buyer has not breached this Agreement and Seller sells the Property to a competing purchaser approved by the Bankruptcy Court, then Seller shall pay to Buyer the amount of Buyer's actual and reasonable expenses (including reasonable attorneys' fees) incurred in connection with the transaction contemplated by this Agreement not to exceed \$20,000.00 (the "Expense Reimbursement"). Until paid, any obligations arising under this Section 6.3 to pay the Expense Reimbursement shall be allowed as an administrative expense of Debtor under Section 503(b)(1) of the Bankruptcy Code and shall be paid upon the closing of the sale of the Property to a competing purchaser approved by the Bankruptcy Court.

6.4 Appeal. In the event that the Bidding Procedures Order or the Sale Order shall be appealed, Seller and Buyer shall use their respective reasonable best efforts to defend such appeal. Regardless of whether the Sale Order is a final order and regardless of whether any person or entity files an appeal of the Sale Order, provided that (a) the Sale Order has been entered, has not been stayed, and contains a finding that Buyer is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code, the Closing shall occur within ten (10) days after a default by Rass Associates under its Agreement for Purchase and Sale of Property dated July 31,

2019 with Seller for the purchase of the Property (the "Rass Agreement") or termination of the Rass Agreement.

6.5 Termination. Upon written notice to the other party, Seller and Buyer shall each have the right to terminate this Agreement in the event that (a) the Bidding Procedures Order is not entered on or before July 3, 2019, unless the parties shall mutually agree in writing to extend this deadline or (b) the Sale Hearing is not held on or before July 24, 2019, unless the parties shall mutually agree in writing to extend this deadline. In the event that Seller terminates this Agreement pursuant to the preceding sentence, Buyer shall receive a full refund of all Earnest Money paid to Holder and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. In the event that Buyer terminates this Agreement pursuant to such termination right, Buyer shall receive a refund of the Earnest Money, less \$5,000.00 (which amount may be retained by Seller and will, thereafter, constitute property of Nilhan Developers, LLC's bankruptcy estate), and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination.

6.6 Cure Costs; Performance of Assumed Leases. Seller shall be responsible for curing all defaults required by 11 U.S.C. § 365 to assume and assign the Leases. At Closing, Buyer shall assume and thereafter pay, perform and discharge all obligations of Debtor and/or Seller under the Leases arising on or after the Closing Date. Buyer shall indemnify Seller from and against any and all liabilities, obligations, costs and expenses arising under the Leases after Closing.

Section 7. Seller's Representations and Warranties. Seller hereby warrants and represents to Buyer as of the date hereof as follows:

7.1 Authority and Sale Order. Seller is the duly appointed Chapter 11 Trustee of Nilhan Developers, LLC, the fee-simple owner of the Property. Subject to entry of the Sale Order, Seller will be authorized to enter into this Agreement, to assume and assign the Leases to Buyer, to sell the Property to Buyer, and to consummate the transactions contemplated hereby.

7.2 No Condemnation. To Seller's knowledge, there is no pending or threatened condemnation, expropriation, eminent domain, change in grade of public street or similar proceeding affecting all or any portion of the Property.

7.3 Non-Foreign Status; Withholding. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code of 1986, as amended and the Regulations promulgated pursuant thereto and Seller is, or is deemed to be, a Georgia resident pursuant to O.C.G.A. § 48-7-128. Seller's sale of the Property is not subject to any Federal, state or local withholding obligation of Buyer under the tax laws applicable to Seller or the Property.

The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the date hereof, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the Closing Date (defined herein), shall survive the Closing and shall not

be deemed merged into any instrument of conveyance delivered at the Closing, and shall inure to the benefit of and be enforceable by Buyer, its successors and assigns.

Section 8. Closing.

8.1 Time and Place. Provided that all of the conditions set forth in this Agreement are theretofore fully satisfied or performed, the closing and consummation of the purchase and sale of the Property pursuant to this Agreement (the "Closing") shall be held at a location mutually acceptable to Buyer and Seller, at 10:00 a.m. local time, on a date selected by Buyer and reasonably acceptable to Seller, which shall be on or before ten (10) days after a default by Rass Associates under the Rass Agreement or termination of the Rass Agreement.

8.2 Closing Documents. For and in consideration of, and as a condition precedent to Buyer's delivery to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at the Closing the following documents (all of which shall be duly executed and witnessed, which documents Buyer agrees to execute where required):

8.2.1 A limited warranty deed containing the representations and warranties contained in Section 7 of this Agreement conveying to Buyer all of Seller's right, title and interest in and to the Property;

8.2.2 A Closing Statement; and

8.2.3 A copy of the Sale Order.

8.3 Costs. At the Closing, Seller and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property as contemplated herein, including, without limitation, attorneys' fees. Notwithstanding the foregoing, it is expressly agreed that Seller shall pay the cost of any and all transfer and/or documentary stamp taxes incident to the conveyance of title to the Property to Buyer, and the fee for recording the deed. Buyer shall pay the cost of the title examination, owner's title insurance premium, the survey, any mortgage recording tax and all other taxes, costs, fees or expenses relating to Buyer's financing of the Property and Buyer's investigation of the Property.

Section 9. Default and Remedies.

9.1 Buyer's Default. If the Closing does not occur as a result of a default by Buyer under the terms of this Agreement, Seller shall be entitled, as its sole and exclusive remedy hereunder, to retain the Earnest Money that became due and owing by Buyer pursuant to the terms of this Agreement as full liquidated damages for such default of Buyer, whereupon this Agreement shall terminate and the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as full liquidated damages. Seller hereby waives and covenants not to bring any

action or suit, whether legal or equitable, against Buyer for damages or other redress in the event of Buyer's default hereunder.

9.2 Seller's Default. If the sale of the Property is not consummated due to Seller's default hereunder, then Buyer, as its sole and exclusive remedy hereunder, shall have the right to terminate this Agreement by notifying Seller thereof and receive a refund of the Earnest Money; provided, however, that if Seller's default hereunder is due to the Bankruptcy Court denying the Sale Motion, then Buyer shall receive a refund of the Earnest Money, less \$5,000.00 (which amount may be retained by Seller and will, thereafter, constitute property of Nilhan Developers, LLC's bankruptcy estate).

#### Section 10. Condemnation.

10.1 Condemnation. Upon becoming aware of any actual or threatened taking in condemnation or by eminent domain (or a sale in lieu thereof), Seller agrees to give Buyer immediate written notice of same. Between the Contract Date and the Closing Date, any actual or threatened taking or condemnation for any public or quasi-public purpose or use by any competent authority in appropriate proceedings or by any right of eminent domain of all or any part of the Property which would, in Buyer's judgment, adversely affect the Property or render it unsuitable for Buyer's purposes, shall, at Buyer's option, allow Buyer, by written notice to Seller, to be received within five (5) Business Days of Buyer's receiving Seller's notice of such threat, condemnation or taking, or by the Closing Date, whichever is earlier, to elect to terminate this Agreement, whereupon the parties shall have no further rights or obligations hereunder, except for those which expressly survive any such termination and Buyer shall receive a refund of the Earnest Money.

10.2 Awards and Proceeds. If Buyer does not elect to terminate this Agreement following any notice of a threat of taking or taking by condemnation, as provided above, this Agreement shall remain in full force and effect and the conveyance of the Property contemplated herein, less any interest taken by eminent domain or condemnation, or sale in lieu thereof, shall be effected. At the Closing, Seller shall assign, transfer and set over to Buyer all of Seller's right, title and interest in and to any awards or payments for the actual value of the property lost or destroyed that have been or may thereafter be made for any such taking or sale in lieu thereof.

#### Section 11. Assignment.

11.1 Assignment by Buyer. Buyer may assign any of Buyer's rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity affiliated with Buyer.

11.2 Assignment by Seller. Seller may not assign its rights hereunder or any part thereof to any person, firm, partnership, corporation or other entity, except upon order of the Bankruptcy Court.

Section 12. Buyer's Representations and Warranties. Buyer hereby warrants and represents to Seller as of the date hereof as follows:

12.1 Authority. Buyer is a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware; that it has all requisite authorizations to enter into this Agreement with Seller and to consummate the transactions contemplated hereby; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do.

12.2 Ability to Perform. Buyer is willing, authorized, capable and qualified financially, legally and otherwise, of unconditionally performing all obligations under the Agreement and, contemporaneous with Buyer's execution of this Agreement, Buyer has delivered to Trustee evidence that Buyer is willing, authorized, capable and qualified financially, legally and otherwise, of unconditionally performing all obligations under the Agreement.

12.3 Buyer's Identity. The following constitute the identity of each entity that will be purchasing the Property or otherwise participating in connection with Buyer's purchase of the Property, and the complete terms of any such participation: Shirin Banjee.

The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Buyer, as of the date hereof, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Buyer as of the Closing Date (defined herein), shall survive the Closing and shall not be deemed merged into any instrument of conveyance delivered at the Closing, and shall inure to the benefit of and be enforceable by Seller, its successors and assigns.

### Section 13. Brokers.

Buyer and Seller each represent and warrant that, other than CBRE, Inc., who will be paid a commission of 2.5% of the Purchase Price by Seller pursuant to that certain Order Authorizing the Trustee to Employ CBRE, Inc. entered by the Bankruptcy Court on April 2, 2019 (Doc. No. 1011), as amended by an agreement of CBRE, Inc. and the Trustee, the parties have not employed and will not employ any other advisor, broker, agent or consultant in connection with respect to the transaction contemplated hereby. Each party agrees to indemnify and hold the other harmless from any loss or cost suffered or incurred by the other as a result of the indemnifying party's representation herein being untrue. This Section 14 shall expressly survive the Closing hereunder.

Section 14. Notices. Wherever any notice or other communication is required or permitted hereunder, such notice or other communication shall be in writing and shall be delivered by hand, by nationally-recognized overnight express delivery service, by U.S. registered or certified mail, return receipt requested, postage prepaid, or by e-mail with follow up by regular mail, to the addresses set out below or at such other addresses as are specified by written notice delivered in accordance herewith:

BUYER:	Habersham Partners, LLC
	c/o Jay Y. McClure, Esq.
	McClure & Kornheiser, LLC
	6400 Powers Ferry Road, Suite 150
	Atlanta, Georgia 30339

With a copy to: Jay Y. McClure, Esq.  
 McClure & Kornheiser, LLC  
 6400 Powers Ferry Road, Suite 150  
 Atlanta, Georgia 30339  
 Email: [jmcclure@mcclurelegal.com](mailto:jmcclure@mcclurelegal.com)

SELLER: Ronald L. Glass, Chapter 11 Trustee  
 Glass Ratner Advisory & Capital Group  
 Suite 1225  
 3345 Peachtree Road  
 Atlanta, Georgia 30326  
 Phone No.: (404) 835-8830  
 Email: [rglass@glassratner.com](mailto:rglass@glassratner.com)

With a copy to: Frank W. DeBorde, Esq.  
 Lisa Wolgast, Esq.  
 Morris, Manning & Martin, LLP  
 3343 Peachtree Road, NE, Suite 1600  
 Atlanta, Georgia 30326  
 Phone No.: (404) 233-7000  
 Email: [fwd@mmmlaw.com](mailto:fwd@mmmlaw.com)  
[lwolgast@mmmlaw.com](mailto:lwolgast@mmmlaw.com)

HOLDER: S. Marcus Calloway, Esq.  
 Calloway Title and Escrow LLC  
 4170 Ashford Dunwoody Road, Suite 525  
 Atlanta, Georgia 30319  
 Email: [MarcusC@titlelaw.com](mailto:MarcusC@titlelaw.com)

Any notice or other communication mailed as hereinabove provided shall be deemed effectively given (a) on the date of delivery, if delivered by hand; (b) on the date mailed if sent by overnight express delivery or if sent by U.S. mail; or (c) on the date of transmission, if sent by e-mail with a follow-up by regular mail. Such notices shall be deemed received (a) on the date of delivery, if delivered by hand or overnight express delivery service; (b) on the date indicated on the return receipt if mailed; or (c) on the date of transmission, if sent by e-mail. If any notice mailed is properly addressed but returned for any reason, such notice shall be deemed to be effective notice and to be given on the date of mailing.

#### Section 15. Miscellaneous.

15.1 Governing Law; Headings; Rules of Construction. This Agreement shall be construed and interpreted under the laws of the State of Georgia. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. The parties agree that

this Agreement is the result of negotiation by the parties, each of whom was represented by counsel, and thus, this Agreement shall not be construed against the maker thereof.

15.2 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

15.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

15.4 Amendments. No amendment to this Agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.

15.5 Possession. Possession of the Property shall be granted by Seller to Buyer no later than the Closing Date.

15.6 Date For Performance. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a day other than a Business Day, then such time period shall be automatically extended through the close of business on the next regularly scheduled Business Day. "Business Day" as used herein means Monday through Friday, excluding bank holidays and legal holidays recognized by the state government of the State/Commonwealth in which the Property is located.

15.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument. Facsimile or other electronic signatures hereto shall be effective as manually executed originals.

15.8 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.

15.9 Tax Deferred Exchange. It may be the intention of either party to exchange other real property of like kind for the Property under terms and conditions that qualify as an exchange within the meaning of Section 1031 or Section 1033 of the Internal Revenue Code of 1986, as amended, and the Regulations thereunder. Accordingly, each party acknowledges the other party's prospective intentions and hereby agrees to fully assist and cooperate with the other party

in consummating this transaction as contemplated in this Agreement in compliance with Section 1031 or Section 1033, and Buyer and Seller hereby agree to enter, and execute all reasonable and customary documents in relation thereto. Provided, however, the non-exchanging party shall not incur or become liable for any liability or expense relating to this Article, and furthermore, the exchanging party shall indemnify and hold harmless the other party from and against any and all costs, expenses, liabilities, claims, taxes, professional fees, attorney fees and court costs, etc. in relation thereto. Seller will receive all cash concerning this transaction, and shall not be obligated to take title to other property in conformance with this section.

15.10 Entire Agreement. This Agreement, including Exhibits, and the documents incorporated herein by reference contain the entire agreement of the parties hereto with respect to the Property, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect. Further, any prior contracts between the parties for the purchase and sale of the Property are hereby terminated, the buyer therein shall be entitled to a refund of any and all earnest money referred to therein, and none of the parties thereto shall have any further rights or obligations thereunder.

[Signatures on following page]

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IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement, as of the day and year first above written.

**SELLER:**

**RONALD L. GLASS, CHAPTER 11 TRUSTEE OF  
NILHAN DEVELOPERS, LLC**

Ronald L. Glass

**BUYER:**

**HABERSHAM PARTNERS, LLC, a Delaware limited  
liability company**

By: \_\_\_\_\_  
Name: Shirin Banjee, Manager

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IN WITNESS WHEREOF, each of the parties hereto has duly signed and sealed this Agreement, as of the day and year first above written.

**SELLER:**

**RONALD L. GLASS, CHAPTER II TRUSTEE OF  
NILJIAN DEVELOPERS, LLC**

\_\_\_\_\_

**BUYER:**

**HABERSHAM PARTNERS, LLC, a Delaware limited  
liability company**

By:  \_\_\_\_\_  
Name: Shirin Banjee, Manager

**EXHIBIT A****Legal Description**

All that tract or parcel of land lying and being located in Land Lots 880 and 881, of the 17th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows: BEGINNING at an iron pin found (#4 rebar) located on the southeasterly right-of-way of Spring Road (AKA New Spring Road (Variable Right-of-Way), said iron pin being located 299.60 feet from the intersection of the said southeasterly right-of-way of Spring Road and the easterly right-of-way of Hargrove Road (80' Right-of-Way as measured in a northeasterly direction along and following the said southerly right-of-way of Spring Road, having thus established the TRUE POINT OF BEGINNING, leaving said iron pin and running N53°02'30"E along the northeasterly right-of-way of Spring Road for a distance of 64.75 feet to an iron pin found (#4 rebar); thence running S36°57'30"E and continuing along the southeasterly right-of-way of New Spring Road for a distance of 50.00 feet to an iron pin found (#4 rebar); thence running N52°57'11"E and continuing along the southeasterly right-of-way of Spring Road for a distance 347.95 feet to an iron pin found (#4 rebar); thence leaving said right-of-way and running S37°03'13"E for a distance of 198.58 feet to an iron pin found (#4 rebar); thence running N52°56'47"E for a distance of 251.89 feet to an iron pin found (#4 rebar); thence running S36°58'42"E for a distance of 445.13 feet to an iron pin found (#4 rebar) located on the northwesterly right-of-way of Interstate 285 (Variable Right-of-Way); thence running S27°58'56"W along the northwesterly right-of-way of Interstate 285 for a distance of 527.06 feet to an iron pin found (#4 rebar) located on the northeasterly right-of-way of Spring Hill Parkway (flea Curtis Drive) (Variable Right-of-Way); thence leaving said Interstate 285 right-of-way and running N68°37'31"W along the northeasterly right-of-way of Spring Hill Parkway for a distance of 188.47 feet to an iron pin found (#4 rebar); thence leaving said right-of-way and running N20°27'53"E for a distance of 208.75 feet to an iron pin found (#4 rebar); thence running N69°38'24"W for a distance of 208.85 feet to an iron pin found (#4 rebar); thence running N69°33'57"W for a distance of 218.39 feet to an iron pin found (#4 rebar); thence running N20°26'02"E for a distance of 20.00 feet to an iron pin found (#4 rebar); thence running N69°58'41"W for a distance of 25.87 feet to an iron pin found (#4 rebar); thence running N62°32'07"W for a distance of 115.80 feet to an iron pin found (#4 rebar); thence running N43°06'18"W for a distance of 48.39 feet to an iron pin found (#4 rebar); thence running N26°25'37"W for a distance of 100.09 feet to an iron pin found (#4 rebar) located on the southeasterly right-of-way of Spring Road which is the TRUE POINT OF BEGINNING. Said tract contains 8.709 acres (379,343 sq. ft.).

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**EXHIBIT B**

**Escrow Agreement**

### ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this 25<sup>th</sup> day of June, 2019, by and among Ronald L. Glass, as chapter 11 trustee of Nilhan Developers, LLC (hereinafter referred to as "Seller"); Habersham Partners, LLC, a Delaware limited liability company (hereinafter referred to as "Purchaser"); and Calloway Title and Escrow, LLC (hereinafter referred to as "Escrow Agent").

### WITNESSETH:

WHEREAS, Seller and Purchaser have entered into an Agreement for Purchase and Sale of Property dated June 25, 2019 (the "Sale Agreement"), for the sale and purchase of certain property, and more particularly described on Exhibit "A" attached thereto (hereinafter referred to as the "Property"); and

WHEREAS, Seller and Purchaser have agreed to execute the Sale Agreement contingent upon the execution of this Escrow Agreement; and

WHEREAS, Purchaser and Seller desire to have Escrow Agent hold the Earnest Money in escrow pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the premises and of good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. Purchaser and Seller hereby appoint Calloway Title and Escrow, LLC, as Escrow Agent hereunder.
2. Purchaser shall deliver and Escrow Agent shall hold the amount of Five Hundred Thousand and 00/100 Dollars (\$500,000.00), representing the Escrow Funds as required by this Escrow Agreement. The Escrow Agent agrees to hold said funds in an interest bearing or non-interest bearing escrow account, as directed by Purchaser, and disburse said funds (and any interest earned thereon) as hereinafter provided.
3. Purchaser's United States Taxpayer Identification Number is \_\_\_\_\_.
4. Upon written notification from Purchaser and Seller that they have agreed as to the disbursement of the above Escrow Funds, Escrow Agent shall deliver to the appropriate parties the appropriate amounts as disclosed by said written notification. The Escrow Agent shall have no responsibility to make an investigation or determination of any facts underlying such instructions as to whether any conditions upon which the funds are released have been fulfilled or not fulfilled, or to whom funds are released.
5. If Escrow Agent does not serve as title agent, a fee in the amount of three hundred and 00/100 dollars (\$300.00) will be charged.
6. The parties hereto covenant and agree that in performing any of its duties under this Agreement, Escrow Agent shall not be liable for any loss, costs or damage which it may

incur as a result of serving as Escrow Agent hereunder, except for any loss, costs or damage arising out of its willful default or gross negligence.

Accordingly, Escrow Agent shall not incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of its counsel given with respect to any questions relating to the duties and responsibilities, or (ii) to any action taken or omitted to be taken in reliance upon any document, including any written notice of instruction provided for in the Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of this Escrow Agreement.

Purchaser and Seller hereby agree to indemnify and hold harmless Escrow Agent against any and all losses, claims, damages, liabilities and expenses, including without limitation, reasonable costs of investigation and attorneys' fees and disbursements which may be imposed upon or incurred by Escrow Agent in connection with its serving as Escrow Agent hereunder.

In an event of a dispute between any of the parties hereto sufficient in the sole discretion of Escrow Agent to justify its doing so, Escrow Agent shall be entitled to tender unto the registry or custody of any court of competent jurisdiction all money or property in its hands held under the terms of this Escrow Agreement, together with such legal pleading as it deems appropriate.

[Signatures on following page]

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

**SELLER:**

**RONALD L. GLASS, CHAPTER 11 TRUSTEE OF  
NILHAN DEVELOPERS, LLC**

Ronald L. Glass

**BUYER:**

**HABERSHAM PARTNERS, LLC, a Delaware limited  
liability company**

By: \_\_\_\_\_

Name: Shirin Banjee, Manager

**ESCROW AGENT:**

**CALLOWAY TITLE AND ESCROW, LLC**

By: \_\_\_\_\_

S. Marcus Calloway, Managing Member

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

SELLER:

RONALD L. GLASS, CHAPTER 11 TRUSTEE OF  
NILHAN DEVELOPERS, LLC

BUYER:

HABERSHAM PARTNERS, I.L.C., a Delaware limited  
liability company

By:  6/25/2019  
Name: Shelly Banjee, Manager

ESCROW AGENT:

CALLOWAY TITLE AND ESCROW, I.L.C

By: \_\_\_\_\_  
S. Marcus Calloway, Managing Member

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed and its seal to be affixed thereto as of the day and year first above written.

**SELLER:**

**RONALD L. GLASS, CHAPTER 11 TRUSTEE OF  
NILHAN DEVELOPERS, LLC**

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**BUYER:**

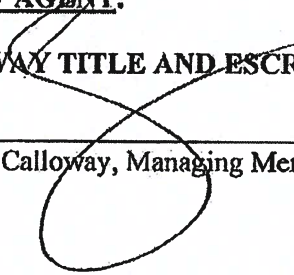
**HABERSHAM PARTNERS, LLC, a Delaware limited  
liability company**

By: \_\_\_\_\_  
Name: Shirin Banjee, Manager

**ESCROW AGENT:**

**CALLOWAY TITLE AND ESCROW, LLC**

By: \_\_\_\_\_  
S. Marcus Calloway, Managing Member



**EXHIBIT C****Bidding Procedures**

The Trustee will file a Bidding Procedures Motion seeking approval of the following "Bid Procedures" in connection with the proposed sale of the Property:

- (a) Initial Overbid: Any third party that is interested in purchasing the Property must submit an "Initial Overbid" in conformance with the Bid Procedures by not later than 4:00 p.m. local time in Atlanta, Georgia on July 19, 2019 (the "Overbid Deadline"). Any such Initial Overbid must:
  - (i) Contain a signed definitive Agreement for Purchase and Sale of Property (together with a copy of the signed agreement marketed to show changes from the Agreement submitted by Habersham Partners, LLC) with, at a minimum, the following requirements:
    - (A) having substantially identical terms and conditions as the Agreement, except with higher and better consideration;
    - (B) containing terms and conditions otherwise no less favorable to the Trustee and Debtor's estates than the terms and conditions in the Agreement;
    - (C) provide for consideration to the Trustee in an amount equal to or greater than the sum of (the "Initial Overbid"):
      - (1) the consideration payable by Habersham Partners, LLC under the Agreement plus;
      - (2) cash in amount equal to \$250,000.00, plus \$20,000 (the amount of the Expense Reimbursement);
    - (D) not be subject to any:
      - (1) financing contingency;
      - (2) zoning contingency;
      - (3) contingency relating to the completion of any unperformed due diligence or inspection; or
      - (4) any conditions precedent to the overbidder's obligation to purchase the Property other than those included in the Agreement; and
    - (E) not be subject to any break-up fee, transaction fee, termination fee, expense reimbursement or any similar type of payment or reimbursement.

- (ii) Include the delivery of a wire to Calloway Title and Escrow LLC ("Holder") in the amount of \$500,000.00 as "Earnest Money";
- (iii) Be accompanied by evidence satisfactory to Trustee in his reasonable discretion that the bidder is willing, authorized, capable and qualified financially, legally and otherwise, of unconditionally performing all obligations under the Agreement;
- (iv) Remain open and irrevocable until fifty (50) days after entry of an order by the court approving a definitive agreement for the sale of the Property;
- (v) Be accompanied by a statement that the bidder intends to be and wishes to be the Successful Bidder (as defined below) or Backup Bidder (as defined below), if so selected by Trustee;
- (vi) Fully disclose the identity of each entity that will be bidding for or purchasing the Property or otherwise participating in connection with such Bid, and the complete terms of any such participation; and
- (vii) Be submitted to the Trustee and Trustee's counsel as follows:

- (A) The original, executed copy of the Agreement, along with proof of payment of the Earnest Money to Holder and all other information to be delivered pursuant to the Bidding Procedures (excluding the Earnest Money), via overnight delivery to:

Ronald L. Glass, Chapter 11 Trustee  
 Glass Ratner Advisory & Capital Group  
 Suite 1225  
 3345 Peachtree Road  
 Atlanta, Georgia 30326

- (B) A copy of the executed Agreement, along with proof of payment of the Earnest Money to Holder and all other information to be delivered pursuant to the Bidding Procedures (excluding the Earnest Money), via email or overnight delivery:

Frank W. DeBorde, Esq.,  
 Morris, Manning & Martin, LLP  
 1600 Atlanta Financial Center  
 3343 Peachtree Road, NE  
 Atlanta, Georgia 30324  
 Email: [fwd@mmmlaw.com](mailto:fwd@mmmlaw.com)

- (b) Due Diligence: Subject to a prospective bidder executing an agreement indemnifying the Seller related to any due diligence conducted with respect to the inspection of the Property, a prospective bidder will be entitled to enter upon the Property for the purpose

of making such surveys, soil tests, borings, percolation tests, inspections, examinations, and studies as are reasonably necessary to evaluate and study the Property until the Overbid Deadline.

- (c) Conduct of Auction: If the Trustee timely receives a conforming Initial Bid with respect to the sale of the Property, then the Trustee will conduct an auction with respect to the sale of the Property beginning on [date that is two (2) business days prior to the Sale Hearing] at 10:00 a.m. local Atlanta time, at the offices of Morris, Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, NE, Atlanta, Georgia 30326, or such other location as may be designated by the Trustee (the "Auction"). In order to participate in the Auction, each prospective purchaser shall be required to comply with the requirements of the Bid Procedures and submit an Initial Overbid that is timely and that complies in all respects with the Bid Procedures Order. Bidding shall begin initially with the highest Qualified Bid and subsequently continue in minimum increments that will be announced by the Trustee at the Auction. The Trustee may conduct the Auction in the manner that he determines will result in the highest, best or otherwise financially superior offer for the Property, including a determination of required overbid increments. The Auction shall be conducted openly. If no conforming Initial Overbid from a Qualified Bidder shall have been received on or prior to the Overbid Deadline, the Auction will not be held and the Sale Hearing will proceed with respect to the Agreement.
- (d) Evaluation of Qualified Bids: The Trustee reserves the right to determine, in his reasonable discretion, the value of any Qualified Bid and to determine which Qualified Bid constitutes the highest, best or otherwise financially superior offer for the Property.
- (e) Selection of Successful Bid: Upon the conclusion of the Auction, the Trustee shall, in his reasonable discretion: (i) identify the bid that constitutes the highest and best offer for the Property (the "Successful Bid" and such person submitting such bid the "Successful Bidder") and (ii) may identify, in his discretion, the bid or bids that constitute the next highest or best offer for the Property (the "Backup Bid" and such person submitting such bid the "Backup Bidder"), and, in each case, so notify the Successful Bidder and Backup Bidder.
- (f) Sale Hearing: The Trustee will request that the Sale Hearing take place on [July 24, 2019] at \_\_\_\_ a.m./p.m. The Trustee reserves the right to request that the Court postpone the Sale Hearing for any reason. The Trustee shall be deemed to have accepted a bid only when the bid has been approved by the Court at the Sale Hearing.



**IT IS ORDERED as set forth below:**

**Date: August 15, 2019**

*Wendy L. Hagenau*

Wendy L. Hagenau  
U.S. Bankruptcy Court Judge

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**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

In re:	)	Chapter 11
	)	
BAY CIRCLE PROPERTIES, LLC, <i>et al.</i> <sup>1</sup>	)	Case No.: 15-58440-wlh
	)	(Jointly Administered)
Debtors.	)	

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**SUPPLEMENTAL ORDER GRANTING CHAPTER 11 TRUSTEE'S  
MOTION TO SELL CERTAIN REAL PROPERTY OF DEBTOR NILHAN  
DEVELOPERS, LLC LOCATED AT 2800, 2810, 2812 AND 2814 SPRING  
ROAD, ATLANTA, COBB COUNTY, GEORGIA KNOW AS EMERSON  
CENTER, FREE AND CLEAR OF ALL LIENS, CLAIMS,  
ENCUMBRANCES, AND INTERESTS<sup>2</sup>**

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<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are Bay Circle Properties, LLC (1578), DCT Systems Group, LLC (6978), Sugarloaf Centre, LLC (2467), Nilhan Developers, LLC (6335), and NRCT, LLC (1649).

<sup>2</sup> Because of the length of the title of this order [Doc. 1171], it will hereinafter be referred to as the "Sale Order".

On August 5, 2019, the Court entered the Sale Order authorizing the sale of the Property<sup>3</sup> free and clear of all liens, claims, encumbrances of record, interests, mortgages, and/or security deeds (Sale Order, p. 10, ¶4). The Sale Order further “authorized the Trustee “to pay at closing any state, county, city or other ad valorem property taxes and assessments due and payable for all prior and current periods as of the Proration Date”. (Sale Order, p. 11, ¶5). In preparation for closing of the sale of the Property, a title report prepared by the title insurer insuring title for RASS Associates, LLC (“RASS”) revealed that the Cobb County Water System asserted a statutory lien in the amount of \$2,257.56 (“Water Lien”) for water and sewer service for the period of time after the Debtor sold the Property to Accent Cumberland Apartments, LP, as assignee of Westplan Investors, LP [Doc 679], and before the Debtor reacquired title in August, 2018. The Trustee and RASS Associates, LLC, the purchaser pursuant to the Sale Order, have requested that the Court enter a supplemental order for the benefit of the title insurance company insuring title to the Property at closing confirming that the sale is free and clear of the Water Lien.

Therefore, it is hereby,

**ORDERED, ADJUDGED AND DECREED** that the sale of the Property pursuant to the Sale Order is free and clear of all liens, claims, encumbrances of

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<sup>3</sup> Capitalized terms shall have the same meaning as in the Sale Order unless otherwise stated.

record, interests, mortgages, and/or security deeds, including the Water Lien, and the Trustee is authorized pay or reserve any amounts for water and sewer service in the amount of the Water Lien and to pay any amounts to Cobb County Water System due and payable for all prior and current periods as of the Proration Date.

**PREPARED AND PRESENTED BY:**

\s\ John A. Christy

John A. Christy

Georgia Bar No. 125518

*Attorney for RASS Associates, LLC*

SCHREEDER, WHEELER & FLINT, LLP

1100 Peachtree Street, N.E., Suite 800

Atlanta, Georgia 30309-4516

Telephone: (404) 681-3450

**CONSENTED TO BY:**

\s\ Frank W. DeBorde

Frank W. DeBorde

Georgia Bar No. No. 215415

*Attorney for Chapter 11 Trustee*

MORRIS, MANNING & MARTIN, LLP

3343 Peachtree Rd., NE, Suite 1600

Atlanta, Georgia 30326

Telephone: (404) 233-7000

## PROPERTY DESCRIPTION

### OVERALL

All that tract or parcel of land lying and being in Land Lots 880 & 881, 17<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia and being more particularly described as follows:

**BEGINNING** at a point located on the southeasterly right-of-way line of Spring Road a.k.a. New Spring Road (having a variable width right-of-way), said **POINT OF BEGINNING** being approximately 309' east of the intersection with the easterly right-of-way line of Cumberland Boulevard (having a variable width right-of-way). Thence, from said **POINT OF BEGINNING** as thus established and running with the said right-of-way line of Spring Road

1. North 52° 38' 06" East, 64.78 feet to a PK Nail found; thence,
2. South 37° 18' 16" East, 50.03 feet; thence,
3. North 52° 34' 36" East, 348.26 feet to a 3/8-inch rebar found; thence, leaving the aforesaid right-of-way line of Spring Road
4. South 37° 21' 49" East, 198.51 feet to a capped rebar found (Centerline Surveying); thence,
5. North 52° 34' 40" East, 251.82 feet to a 1/2-inch rebar found; thence,
6. South 37° 21' 28" East, 445.13 feet to a point on the northeasterly right-of-way line of Interstate 285 (having a limited access variable width right-of-way); thence, running with the said right-of-way line of Interstate 285
7. South 27° 36' 10" West, 527.06 feet to a 1/2-inch rebar found with the intersection of Springhill Parkway f.k.a. Curtis Drive (having a variable width right-of-way); thence, leaving the aforesaid right-of-way line of Interstate 285 and running with the said right-of-way line of Springhill Parkway
8. North 69° 00' 17" West, 188.47 feet; thence, leaving the aforesaid right-of-way line of Springhill Parkway
9. North 20° 05' 29" East, 208.68 feet to a bent 1/2-inch rebar found; thence,
10. North 69° 58' 05" West, 427.34 feet to a 1/2-inch rebar found; thence,
11. North 20° 10' 46" East, 20.06 feet to a PK Nail found; thence,
12. North 70° 33' 33" West, 25.83 feet to a 1/2-inch rebar found; thence,
13. North 62° 54' 53" West, 115.80 feet to a 1/2-inch rebar found; thence,
14. North 43° 28' 01" West, 48.42 feet to a 1/2-inch rebar found; thence,
15. North 26° 48' 36" West, 100.06 feet to the **POINT OF BEGINNING**, containing 379,362 square feet or 8.7090 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

## PROPERTY DESCRIPTION

### Tract 1

All that tract or parcel of land lying and being in Land Lots 880 & 881, 17<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia and being more particularly described as follows:

**BEGINNING** at a point located on the southeasterly right-of-way line of Spring Road a.k.a. New Spring Road (having a variable width right-of-way), said **POINT OF BEGINNING** being approximately 309' east of the intersection with the easterly right-of-way line of Cumberland Boulevard (having a variable width right-of-way). Thence, from said **POINT OF BEGINNING** as thus established and running with the said right-of-way line of Spring Road

1. North 52° 38' 06" East, 64.78 feet to a PK Nail found; thence,
2. South 37° 18' 16" East, 50.03 feet; thence, leaving the aforesaid right-of-way line of Spring Road
3. South 34° 02' 13" East, 68.85 feet to a 1/2-inch rebar with cap found "Centerline Surveying"; thence,
4. South 49° 15' 20" East, 116.95 feet to a 1/2-inch rebar found; thence,
5. South 51° 14' 15" East, 15.86 feet to a 1/2-inch rebar with cap found "Centerline Surveying"; thence,
6. North 52° 33' 45" East, 324.35 feet to a 1/2-inch rebar with cap found "Centerline Surveying"; thence,
7. North 52° 34' 40" East, 251.82 feet to a 1/2-inch rebar found; thence,
8. South 37° 21' 28" East, 445.13 feet to a point on the northeasterly right-of-way line of Interstate 285 (having a limited access variable width right-of-way); thence, running with the said right-of-way line of Interstate 285
9. South 27° 36' 10" West, 527.06 feet to a 1/2-inch rebar found with the intersection of Springhill Parkway f.k.a. Curtis Drive (having a variable width right-of-way); thence, leaving the aforesaid right-of-way line of Interstate 285 and running with the said right-of-way line of Springhill Parkway
10. North 69° 00' 17" West, 188.47 feet; thence, leaving the aforesaid right-of-way line of Springhill Parkway
11. North 20° 05' 29" East, 208.68 feet to a bent 1/2-inch rebar found; thence,
12. North 69° 58' 05" West, 427.34 feet to a 1/2-inch rebar found; thence,
13. North 20° 10' 46" East, 20.06 feet to a PK Nail found; thence,
14. North 70° 33' 33" West, 25.83 feet to a 1/2-inch rebar found; thence,
15. North 62° 54' 53" West, 115.80 feet to a 1/2-inch rebar found; thence,
16. North 43° 28' 01" West, 48.42 feet to a 1/2-inch rebar found; thence,
17. North 26° 48' 36" West, 100.06 feet to the **POINT OF BEGINNING**, containing 311,336 square feet or 7.1473 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.

## PROPERTY DESCRIPTION

### Tract 2

All that tract or parcel of land lying and being in Land Lot 880, 17<sup>th</sup> District, 2<sup>nd</sup> Section, Cobb County, Georgia and being more particularly described as follows:

**COMMENCING** at a point located on the southeasterly right-of-way line of Spring Road a.k.a. New Spring Road (having a variable width right-of-way), said **POINT OF COMMENCEMENT** being approximately 309' east of the intersection with the easterly right-of-way line of Cumberland Boulevard (having a variable width right-of-way). Thence, from said **POINT OF COMMENCEMENT** as thus established and running with the said right-of-way line of Spring Road North 52° 38' 06" East, 64.78 feet to a PK Nail found; thence, South 37° 18' 16" East, 50.03 feet to the **POINT OF BEGINNING**.

Thence, from said **POINT OF BEGINNING** as thus established and continuing with the aforesaid right-of-way line of Spring Road

1. North 52° 34' 36" East, 348.26 feet to a 3/8-inch rebar found; thence, leaving the aforesaid right-of-way line of Spring Road
2. South 37° 21' 49" East, 198.51 feet to a 1/2-inch capped rebar found "Centerline Surveying"; thence,
3. South 52° 33' 45" West, 324.35 feet to a 1/2-inch capped rebar found "Centerline Surveying"; thence,
4. North 51° 14' 15" West, 15.86 feet to a 1/2-inch rebar found; thence,
5. North 49° 15' 20" West, 116.95 feet to a 1/2-inch capped rebar found "Centerline Surveying"; thence,
6. North 34° 02' 13" West, 68.85 feet to the **POINT OF BEGINNING**, containing 68,026 square feet or 1.5617 acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.



## MEMORANDUM

To: City of Smyrna

From: Kate Triplett, P.E.  
Kimley-Horn and Associates, Inc.

Date: December 11, 2020

Subject: Emerson Center – Preliminary Stormwater Study for Rezoning

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### SITE BACKGROUND

The Emerson Center Project consists of two parcels that are located at 2800 & 2810 Spring Road in Smyrna and Cobb County, Georgia. These parcels are currently zoned NS (Neighborhood Shopping – Smyrna) and O&I (Office and Institutional district – Cobb County). The proposed use for all parcels is Conditional MU (Mixed Use – Smyrna).

### EXISTING TOPOGRAPHY AND STORMWATER INFRASTRUCTURE

The existing 8.71-acre site naturally drains from the northwest to the southeast and makes up one overall basin that is conveyed under Interstate-285 (I-285). On site, that basin is split into two sub-basins with identified outfall points. Basin 1A covers the majority of the site, and stormwater is conveyed overland and through existing pipes toward the southeast. This basin outfalls in a 36" RCP pipe, which is piped under Interstate 285. Basin 1B contains a portion of the parking lot in the southern corner of the site, and stormwater is conveyed overland to an inlet in the southern corner of the lot. This inlet and basin outfall southeast in an 18" RCP pipe, which is piped under Interstate 285. These pipes both ultimately reach a tributary of Rottenwood Creek. There are no existing storm water detention facilities on site.

### CITY OF SMYRNA STORMWATER REQUIREMENTS

Upon redevelopment, the project will be required to meet the current City of Smyrna (CoS) stormwater ordinance. The ordinance notes that water quality and channel protection are required, as defined in the Georgia Stormwater Management Manual. The post developed peak flow rates for the 2, 5, 10, 25, 50, and 100-year, 24-hour storm events be reduced from the existing conditions or as further described below. Additionally, a ten percent drainage study will be required to confirm that this development does not impact the larger basin this project contributes to.

The City of Smyrna stormwater ordinance requires all pre-development uses to have a curve number of 55, unless buildings existed prior to 1978. Kimley-Horn is working with the Client

and reviewing historical information to determine if the buildings existed before 1978 and therefore will be allowed to use a curve number of 89 for commercial use. Since this has not been confirmed and for the purpose of this hydro memo and preliminary sizing, it is assumed that a curve number of 55 will be required and volumes were determined utilizing this information.

## PROPOSED STORMWATER INFRASTRUCTURE

The proposed stormwater management for the project is anticipated to be provided in two separate below grade detention systems, each of which will outfall into basin 1A. Water quality volumes, channel protection volumes, and required detention volumes will be provided within these systems. The system for Basin 1A is anticipated to be approximately 105,000 cubic feet in size and will be located under the internal drive on the southern portion of the parcel (adjacent to the property owned by BA 2875 Spring Hill, LLC) in order to allow maintenance access. The second system is anticipated to be approximately 15,000 cubic feet in size and will be located in the courtyard of the residential building in the southern portion of the lot near Spring Hill Parkway.

A hydrovac truck (or similar) will be able to open a manhole and vacuum out any sediment or trash that may collect in the systems. These systems are both proposed to outfall to the 36" RCP pipe in Basin 1A that is routed under Interstate 285. Basin 1B will be reduced in size and it is not anticipated that a detention vault will be required for this sub-basin.

## CLOSING

The proposed improvements to the site are expected to reduce existing stormwater issues on the site. The increased detention volume provided to meet the runoff peak flow rate reduction factor will decrease peak flows. The retention of the required water quality on site will reduce flows and improve the quality of the water as it is discharged from the site. The following table shows the pre-development flows that the project will be required to meet. These flow rates are based on using a curve number of 55, and a time of concentration of 5 minutes.

Pre-Development Stormwater Flows		
Storm Event	Basin 1A Flow Rate (CFS)	Basin 1B Flow Rate (CFS)
2-Year	4.14	0.70
5-Year	8.24	1.39
10-Year	12.41	2.10
25-Year	19.23	3.25
50-Year	25.33	4.28
100-Year	32.00	5.41

## **CONSOLIDATED IMPACT STATEMENT**

**APPLICATIONS OF RASS ASSOCIATES LLC TO ANNEX AND REZONE AN APPROXIMATE 8.7 ACRE TRACT FROM O&I (COBB COUNTY) & NS (CITY OF SMYRNA) TO CONDITIONAL-MU (CITY OF SMYRNA); LAND LOTS 880 AND 881 OF THE 17<sup>TH</sup> DISTRICT, 2<sup>ND</sup> SECTION, COBB COUNTY, GEORGIA**

### **INTRODUCTION**

RASS Associates LLC (“RASS”) proposes to Annex and Rezone an approximate 8.7 Acre Tract to allow for the construction and development of a mixed-use project which will include 350 “Class A” Amenitized Multi-family Apartment Homes; Retail/Restaurant space consisting of approximately 30,00 square feet; an eight-story hotel consisting of 188 rooms totaling 158,106 square feet; and, a 546-space parking garage.

The preponderance of the Subject Property, consisting of 5.9 acres, is located in Unincorporated Cobb County; whereas, the balance of the tract (consisting of 2.8 acres) is located within the City Limits of Smyrna, Georgia, all of which has direct access to Spring Road and distinct visibility from I-285. The Subject Property is located within the confines of the Cumberland Regional Activity Center (“RAC”); within a sub-designation under the Future Land Use Map (“FLUM”) denominated for offices/retail; and, is in an area envisioned for the type of redevelopment proposed as reflected in the Spring Road Corridor LCI Master Plan, adopted by the City of Smyrna in April, 2017 (“LCI Master Plan”).

Presently, there are buildings located on the Subject Property which will be demolished, including the long-standing and now vacant Emerson Center Office Building which fronts on and is oriented to I-285. As a result of the anticipated surge of redevelopment within this sub-area of the County and the City of Smyrna, following the trends attributable to the Braves' Truist Park and the adjacent mixed-use development of The Battery which includes approximately 2 million square feet of mixed-use development, the assembled properties will constitute one of the main "Gateways" to the City of Smyrna. Additionally, Cumberland Mall is being repurposed and redeveloped into a mixed-use town center with two office towers totaling 445,000 square feet, 312 apartment homes, new restaurants and retail on 17.29 acres. The project will also include a bus transit station, a fire station and a 2,840-space parking deck.

The Applications for Annexation and Rezoning represent a significant shift in the proposed uses within the area in terms of densification and appropriateness in scope and scale. This dynamic shift, when viewed in concert with the sense of place and character which it will establish, along with the ability to attract the appropriate demographics, RASS' proposal is in keeping with the revitalization of properties within this sub-area of the City of Smyrna and provides a strategic expansion of the City's boundaries.

RASS' proposed Annexation and Rezoning will enhance architectural standards and aesthetics in the general neighborhood based upon the stipulations and conditions of zoning which will ultimately be self-imposed and/or added by the City's Community Development Staff in terms of architecture, landscaping and upgraded infrastructure. Additionally, the proposed Annexation and Rezoning will constitute events which will

encourage appropriate commercial, office, restaurant, and higher density residential development along the Spring Road Corridor and Cobb Parkway, respectively. At the build-out of the development, access to the site is proposed to be located from Spring Road, Spring Hill Parkway and pedestrian walkways.

This Consolidated Impact Statement is being submitted contemporaneously with the Applications for Annexation and Rezoning. Also submitted concurrently herewith are architectural renderings/elevations depicting the architectural style and composition of the proposed buildings. Also relied upon in connection with this Consolidated Impact Statement and incorporated herein by reference is the Traffic Impact Study prepared by Kimley Horn and Associates, Inc.

### **TRAFFIC IMPACT ANALYSIS**

It is well known that Spring Road, Cumberland Boulevard, Spring Hill Parkway and Cobb Parkway are all well studied traffic corridors which are denominated as either Arterial or Major Collector rights-of-way. The Subject Property will have substantial frontage on Spring Road with points of ingress/egress situated thereon. Once the Applications for Annexation and Rezoning are approved, the access onto Spring Road will meet sight distance requirements. Moreover, the overall mixed-use development, in consideration of the roads and rights-of-way mentioned above, are anticipated to meet acceptable Levels of Service ("LOS"). The mixture of commercial, office, residential and retail uses in and along both Spring Road and Cobb Parkway provide a variety of uses which, even taking into consideration a 4.5 percent (4.5%) increase in traffic volume

each year, has minimal impact upon the City's current infrastructure with respect to required road and operational improvements.

Taking into account the existing 2019 peak hour traffic volumes and increasing those at 4.5 percent (4.5%) per year for 2 years to account for background growth and traffic within this sub-area of the City of Smyrna, the affected intersections, particularly focusing on the intersections of Spring Road with Cobb Parkway and Spring Road with Cumberland Boulevard, will maintain satisfactory LOS in both a.m. and p.m. peak hours.

Assuming that the Applications for Annexation and Rezoning for the Subject Property are approved in order to allow for the construction and development of the various components mentioned above and based upon the Institute Transportation Engineer's ("ITE") Trip Generation Manual, the proposed trips which will be generated by the proposed development based upon a full build-out (in 2023), it is anticipated the trip generation distribution will not impair LOS conditions during a.m. and p.m. peak hours. This LOS analysis is used to describe the operating characteristics of these segments of the Cobb Parkway, Spring Road and Cumberland Boulevard Corridors and their respective intersections at various nearby local roads in relation to capacity and is defined as a qualitative measure which describes operational conditions and motorists' perceptions within a traffic stream.

The Highway Capacity Manual defines six levels of service ranging from A through F, with "A" being the best and with "F" being the worst. For more detailed analysis in terms of specific LOS with respect to the Levels of Service Analysis for the

Subject Property, this analysis may be supplemented for the proposed project in “build” and “no-build” scenarios.

The recommendations and conclusions of this analysis are that RASS will voluntarily donate and convey sufficient right-of-way along Spring Road (to the extent that such additional right-of-way may be required) so that the City can achieve the appropriate amount of right-of-way from the roadway’s centerline and/or median. RASS will be responsible for operational improvements which will include the restoration or the installation of sidewalk, curb and gutter on the Spring Road frontage where same may be impaired during the construction process.

### **WATER & SEWER ANALYSIS**

Cobb County provides both water and sewer to the site. More specifically, water service for the Subject Property is provided by the Cobb County Water System’s 8” line which is located in Spring Road. Whereas, sewage or waste water flow from the site will be treated at the R. L. Sutton Water Reclamation Facility (“WRF”) where there is currently sufficient capacity. Of course, permit issuances are subject to continued WRF compliance and with EPD discharge requirements.

Because the Cobb County Water System will continue to own and maintain water and sewer facilities in public rights-of-way and public easements, there will be no infrastructure loss.

Pursuant to Cobb County regulations, sewer and water taps are the responsibility of RASS, including elevations. Although not anticipated under the circumstances with the Subject Property being under consideration for annexation and rezoning, with respect to the availability and accessibility of water and sewer, RASS may be required to conduct a Fire Flow test which will be submitted during the Plan Review Process. In that regard, although same is not anticipated, there may be a requirement to install/upgrade water mains based upon the Fire Flow test results or Fire Department Codes.

Concerning the availability and accessibility of sewer, it appears that both line and plant capacities are available and that no off-site easements will be required. Additionally, RASS will be responsible for connecting to the existing water and sewer systems; installing and/or upgrading all outfalls and water mains; obtaining on-site and/or off-site easements (apparently not applicable under these circumstances); and, the dedication of on-site and/or off-site water and sewer as may be required.

The approval of RASS' Applications for Annexation and Rezoning does not guarantee water or sewer availability or capacity beyond the extent stated so in writing by the Cobb County Water System and all permit issuances are subject to continued Treatment Plant compliance and with EPD discharge requirements.

### SCHOOL IMPACT ANALYSIS

The proposed Applications for Annexation and Rezoning will increase the number of residential units and the commercial and retail square footage but will be encouraging demographics within this sub-area of the City of Smyrna which will have a minimal impact upon schools. More specifically, the target market demographic will be upwardly mobile professionals, "millennials", white-collar executives, and other potential purchasers identified as having little or no impact upon the school system consisting of Argyle Elementary, Campbell Middle School and Campbell High School.

Approval of the Applications for Annexation and Rezoning is unlikely to adversely impact the above-mentioned elementary, middle and high schools within this sub-area of the City of Smyrna. Moreover, with an upper scale residential and commercial scenario, the core facilities such as school media centers, athletic facilities, cafeterias and other components of the school system will not be unduly burdened and will, in fact, greatly benefit with the dramatic change in demographics.

Respectfully submitted, this the 11<sup>TH</sup> day of December, 2020.

SAMS, LARKIN & HUFF, LLP

By: 

GARVIS L. SAMS, JR.

Attorney for Applicant

Ga. Bar No. 623950



TREE PROTECTION LEGEND	
	EXISTING TREE TO REMAIN
	TREE PROTECTION
	SPECIMEN TREE FOOT
	CRZ IMPACT
	LIMIT OF DISTURBANCE

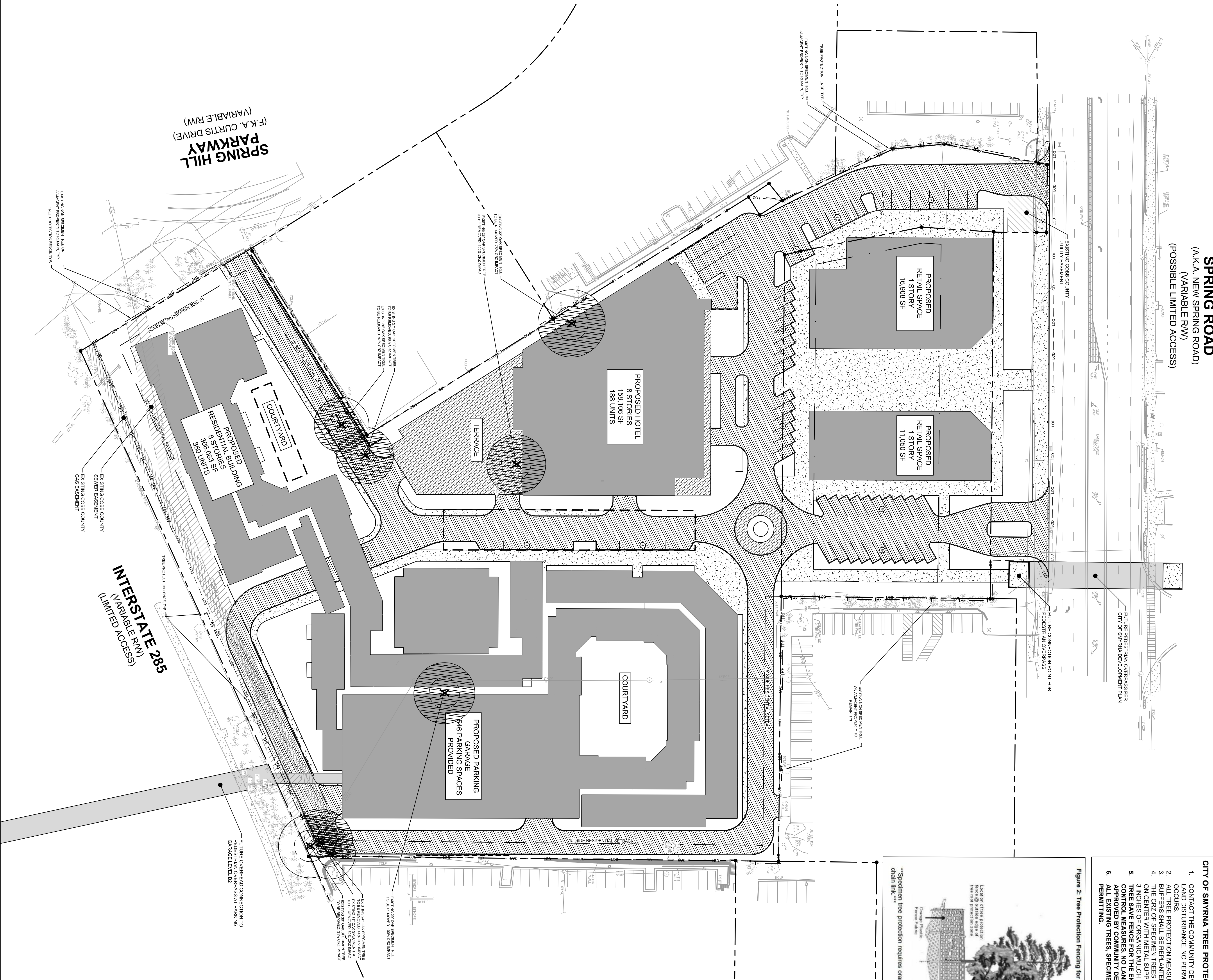
TREE DENSITY CALCULATIONS	
SDF = 8.71 AC X 100 = 871 REQUIRED SITE DENSITY INCHES	
EDF = 0 EXISTING DENSITY INCHES	
RDF = SDF - EDF	
RDF = 871 - 0 = 871 REPLACEMENT DENSITY INCHES REQUIRED	

EXISTING TREES TO REMOVE		
QUANTITY	SPECIES	DBH TOTAL INCHES
4	CHATELAIN	24
6	HARDWOOD	18
13	PINE	78
2	CEGAR	14
1	CHATELAIN	7
1	HARDWOOD	7
2	HOLLY	7
11	PINE	77
1	CEGAR	8
16	CHATELAIN	128
3	HARDWOOD	24
13	PINE	104
2	CEGAR	18
2	CHATELAIN	18
2	HARDWOOD	18
22	PINE	188
1	CEGAR	10
8	CHATELAIN	80
1	HARDWOOD	10
1	HOLLY	10
1	MAGNOLIA	10
1	MAYE	10
12	PINE	120
3	CEGAR	11
1	HARDWOOD	11
1	MAGNOLIA	11
3	OAK	33
4	PINE	44
1	CEGAR	12
2	CHATELAIN	24
5	CHATELAIN	60
2	HARDWOOD	24
10	PINE	120
2	CEGAR	26
2	HARDWOOD	26
2	OAK	26
3	PINE	39
1	CHATELAIN	14
2	CHATELAIN	28
2	HARDWOOD	28
1	MAYE	14
7	PINE	98
1	CHATELAIN	15
3	OAK	45
6	PINE	90
2	CHATELAIN	32
1	OAK	16
2	PINE	32
2	PINE	34
2	CHATELAIN	36
2	HARDWOOD	36
2	PINE	36
2	MAYE	30
6	OAK	120
2	PINE	40
1	MAYE	21
1	OAK	21
2	OAK	44
1	PINE	23
1	PINE	24
1	PINE	25
TOTAL:		2429

PUBLIC TREES TO BE REMOVED		
QUANTITY	SPECIES	DBH TOTAL INCHES
3	OAK	27
1	OAK	7
1	HARDWOOD	10
TOTAL:		47

SPECIMEN TREES TO BE REMOVED		
QUANTITY	SPECIES	% IMPACT
1	OAK	44%
1	OAK	87%
1	OAK	98%
1	OAK	100%
1	OAK	100%
1	OAK	31%
1	OAK	50%
1	OAK	25%
TOTAL:		22 INCHES

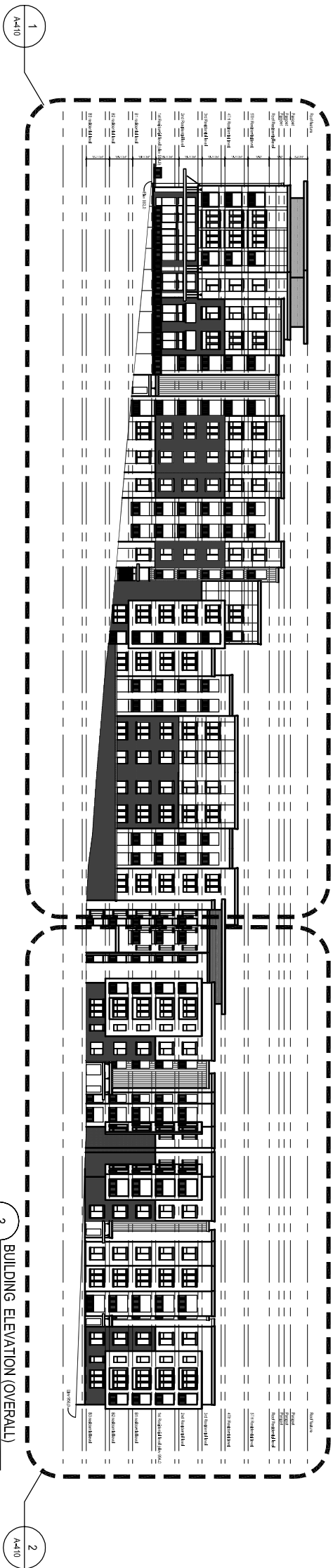
NOTE:  
NO BOUNDARY TREES IMPACTED.



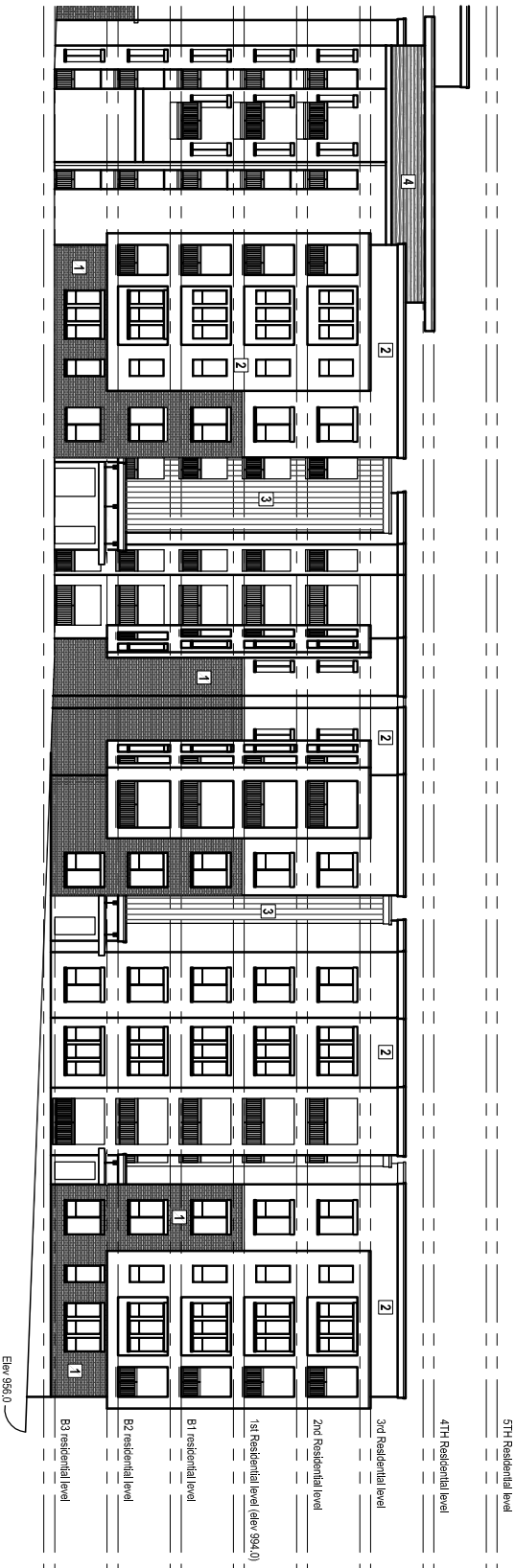
- CITY OF SAMRMA TREE PROTECTION NOTES**
1. CONTACT THE COMMUNITY DEVELOPMENT DEPARTMENT (770.319.5387) TO ARRANGE A PRECONSTRUCTION CONFERENCE PRIOR TO ANY LAND DISTURBANCE. NO PERMIT SHALL BE ISSUED UNTIL PLANS ARE APPROVED BY AN ON-SITE INSPECTION WITH CITY REPRESENTATIVES.
  2. ALL TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO GRADING OR THE REMOVAL OF IMPERVIOUS SURFACES OR STRUCTURES.
  3. THE CRZ OF SPECIMEN TREES RECEIVING A 3X CREDIT SHALL BE PROTECTED WITH 6-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 2X CREDIT SHALL BE PROTECTED WITH 4-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 1X CREDIT SHALL BE PROTECTED WITH 3-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.5X CREDIT SHALL BE PROTECTED WITH 2-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.25X CREDIT SHALL BE PROTECTED WITH 1-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.125X CREDIT SHALL BE PROTECTED WITH 0.5-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0625X CREDIT SHALL BE PROTECTED WITH 0.25-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.03125X CREDIT SHALL BE PROTECTED WITH 0.125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.015625X CREDIT SHALL BE PROTECTED WITH 0.0625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0078125X CREDIT SHALL BE PROTECTED WITH 0.03125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00390625X CREDIT SHALL BE PROTECTED WITH 0.015625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.001953125X CREDIT SHALL BE PROTECTED WITH 0.0078125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0009765625X CREDIT SHALL BE PROTECTED WITH 0.00390625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00048828125X CREDIT SHALL BE PROTECTED WITH 0.001953125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000244140625X CREDIT SHALL BE PROTECTED WITH 0.0009765625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0001220703125X CREDIT SHALL BE PROTECTED WITH 0.00048828125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00006103515625X CREDIT SHALL BE PROTECTED WITH 0.000244140625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000030517578125X CREDIT SHALL BE PROTECTED WITH 0.0001220703125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000152587890625X CREDIT SHALL BE PROTECTED WITH 0.00006103515625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000762939453125X CREDIT SHALL BE PROTECTED WITH 0.000030517578125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000003814697265625X CREDIT SHALL BE PROTECTED WITH 0.0000152587890625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000019073486328125X CREDIT SHALL BE PROTECTED WITH 0.00000762939453125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000095367431640625X CREDIT SHALL BE PROTECTED WITH 0.000003814697265625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000476837158203125X CREDIT SHALL BE PROTECTED WITH 0.0000019073486328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000002384185791015625X CREDIT SHALL BE PROTECTED WITH 0.00000095367431640625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000011920928955078125X CREDIT SHALL BE PROTECTED WITH 0.000000476837158203125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000059604644775390625X CREDIT SHALL BE PROTECTED WITH 0.0000002384185791015625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000298023223876953125X CREDIT SHALL BE PROTECTED WITH 0.00000011920928955078125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000001490116119384765625X CREDIT SHALL BE PROTECTED WITH 0.000000059604644775390625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000007450580596923828125X CREDIT SHALL BE PROTECTED WITH 0.0000000298023223876953125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000037252902984619140625X CREDIT SHALL BE PROTECTED WITH 0.00000001490116119384765625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000186264514923095703125X CREDIT SHALL BE PROTECTED WITH 0.000000007450580596923828125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000000931322574615478515625X CREDIT SHALL BE PROTECTED WITH 0.0000000037252902984619140625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000004656612873077392578125X CREDIT SHALL BE PROTECTED WITH 0.00000000186264514923095703125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000023283064365386962890625X CREDIT SHALL BE PROTECTED WITH 0.000000000931322574615478515625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000011641532182693481453125X CREDIT SHALL BE PROTECTED WITH 0.0000000004656612873077392578125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000000058207660913467407265625X CREDIT SHALL BE PROTECTED WITH 0.00000000023283064365386962890625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000291038304567337036328125X CREDIT SHALL BE PROTECTED WITH 0.00000000011641532182693481453125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000001455191522836685181640625X CREDIT SHALL BE PROTECTED WITH 0.000000000058207660913467407265625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000000007275957614183425908203125X CREDIT SHALL BE PROTECTED WITH 0.0000000000291038304567337036328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000036379788070917129541015625X CREDIT SHALL BE PROTECTED WITH 0.00000000001455191522836685181640625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000000181898940354585647725265625X CREDIT SHALL BE PROTECTED WITH 0.000000000007275957614183425908203125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000009094947017729282386328125X CREDIT SHALL BE PROTECTED WITH 0.0000000000036379788070917129541015625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. 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THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000000000001776356839400046590291015625X CREDIT SHALL BE PROTECTED WITH 0.000000000000007105427357600186361169140625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000000008881784197000232951455078125X CREDIT SHALL BE PROTECTED WITH 0.00000000000000355271367880009318058203125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000000000044408920985001164757275265625X CREDIT SHALL BE PROTECTED WITH 0.000000000000001776356839400046590291015625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000000000000222044604925005823786328125X CREDIT SHALL BE PROTECTED WITH 0.0000000000000008881784197000232951455078125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. 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THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000000000000002710505431213449986328125X CREDIT SHALL BE PROTECTED WITH 0.0000000000000000001084202172485379986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000000000000135525271560672499140625X CREDIT SHALL BE PROTECTED WITH 0.000000000000000000054210108624268999140625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000000000000000006776263578033624986328125X CREDIT SHALL BE PROTECTED WITH 0.00000000000000000002710505431213449986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000000000000000338813178901661249140625X CREDIT SHALL BE PROTECTED WITH 0.0000000000000000000135525271560672499140625-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. 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THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000000000000001058791184067664124986328125X CREDIT SHALL BE PROTECTED WITH 0.0000000000000000000004235164736270765624986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000000000000000005293955920338320624986328125X CREDIT SHALL BE PROTECTED WITH 0.0000000000000000000002117582368135328124986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000000000000000264697796016916124986328125X CREDIT SHALL BE PROTECTED WITH 0.0000000000000000000001058791184067664124986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000000000000000001323488980084556124986328125X CREDIT SHALL BE PROTECTED WITH 0.00000000000000000000005293955920338320624986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000000000000000000006617444900422780624986328125X CREDIT SHALL BE PROTECTED WITH 0.0000000000000000000000264697796016916124986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000000000000000033087224502113903124986328125X CREDIT SHALL BE PROTECTED WITH 0.00000000000000000000001323488980084556124986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.000000000000000000000001654361225105695124986328125X CREDIT SHALL BE PROTECTED WITH 0.000000000000000000000006617444900422780624986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000000000000000008271806125528275624986328125X CREDIT SHALL BE PROTECTED WITH 0.0000000000000000000000033087224502113903124986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000000000000000000041359030627641378124986328125X CREDIT SHALL BE PROTECTED WITH 0.000000000000000000000001654361225105695124986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.0000000000000000000000002067951531382089124986328125X CREDIT SHALL BE PROTECTED WITH 0.0000000000000000000000008271806125528275624986328125-FOOT CHAIN LINK TREE SAVE FENCING SPACED 6 FEET ON CENTER. THE CRZ OF SPECIMEN TREES RECEIVING A 0.00000000000000000000000010339757656910445124986328125X CREDIT SHALL BE PROTECTED WITH 0.00000000000000



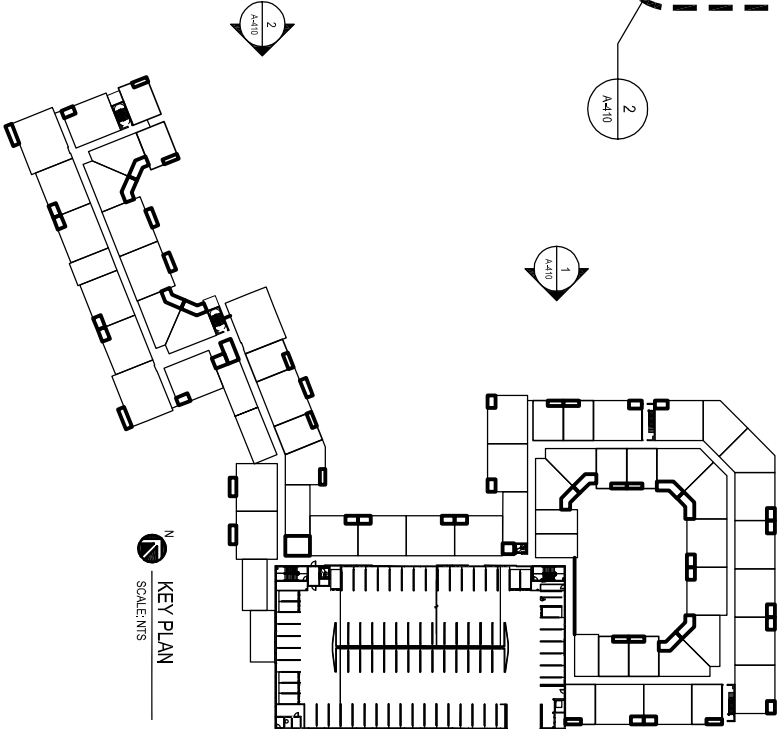




3 BUILDING ELEVATION (OVERALL)  
SCALE: 1/32" = 1'-0"



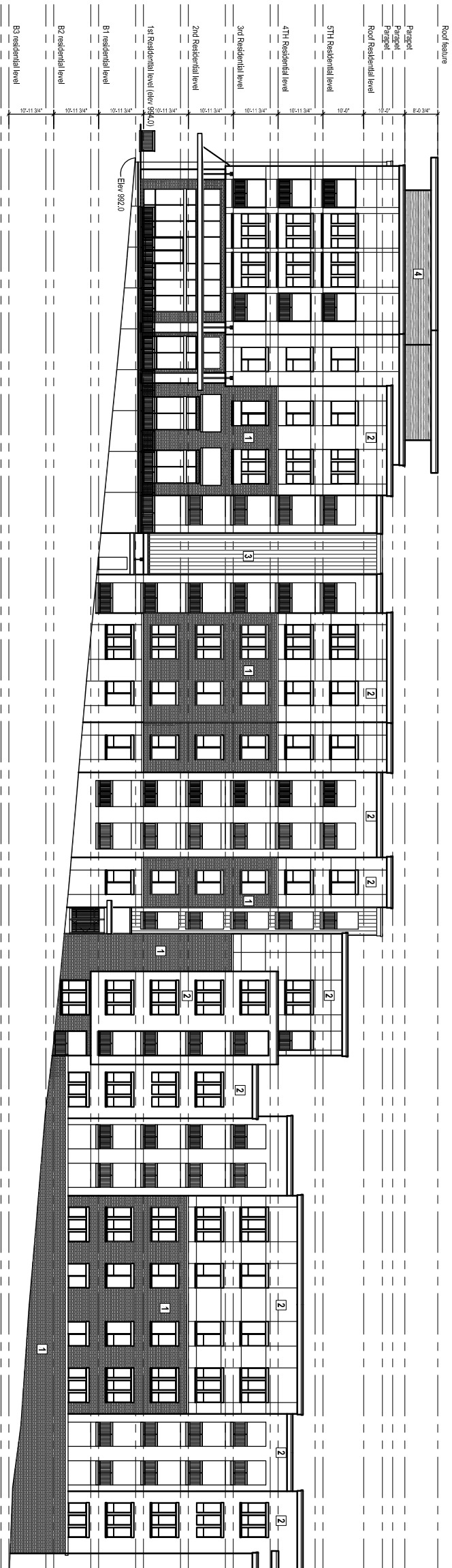
2 BUILDING ELEVATION  
SCALE: 1/32" = 1'-0"



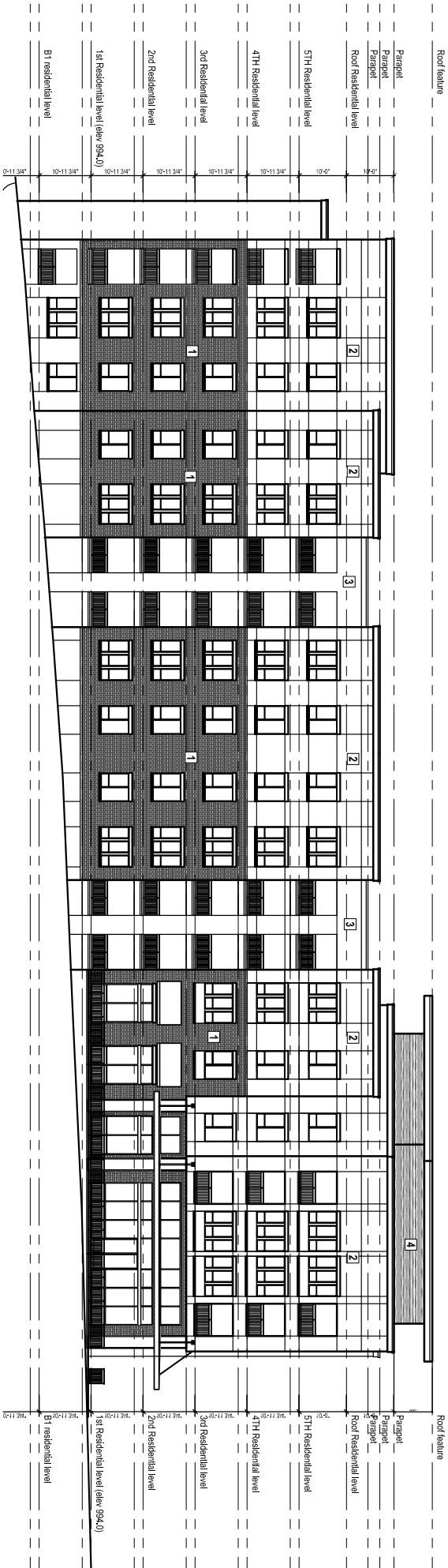
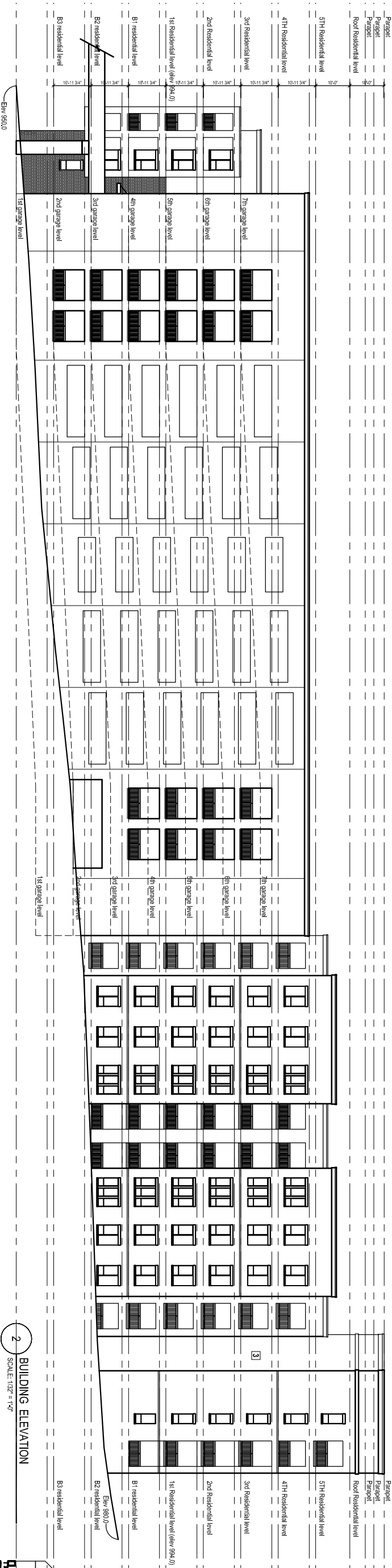
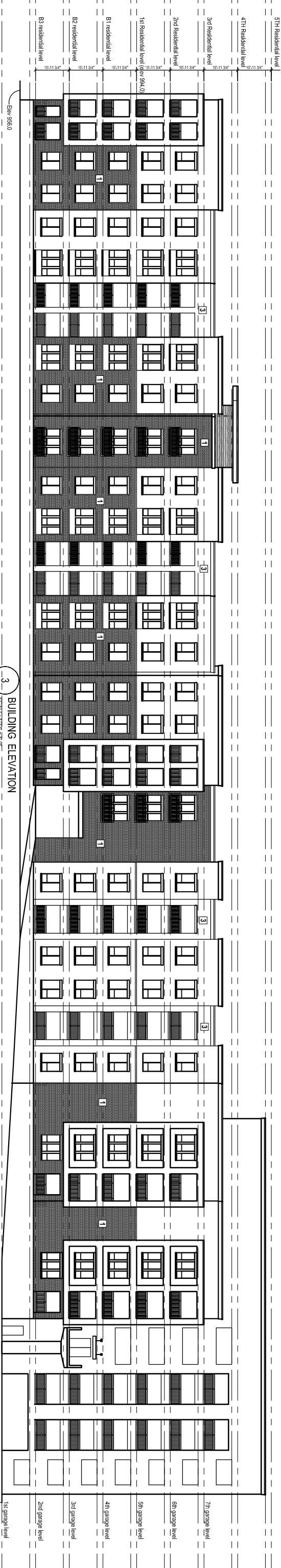
KEY PLAN  
SCALE: NTS

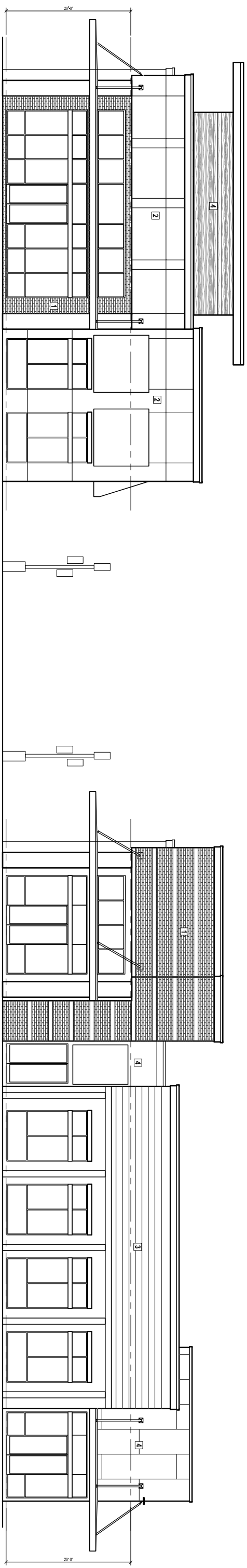
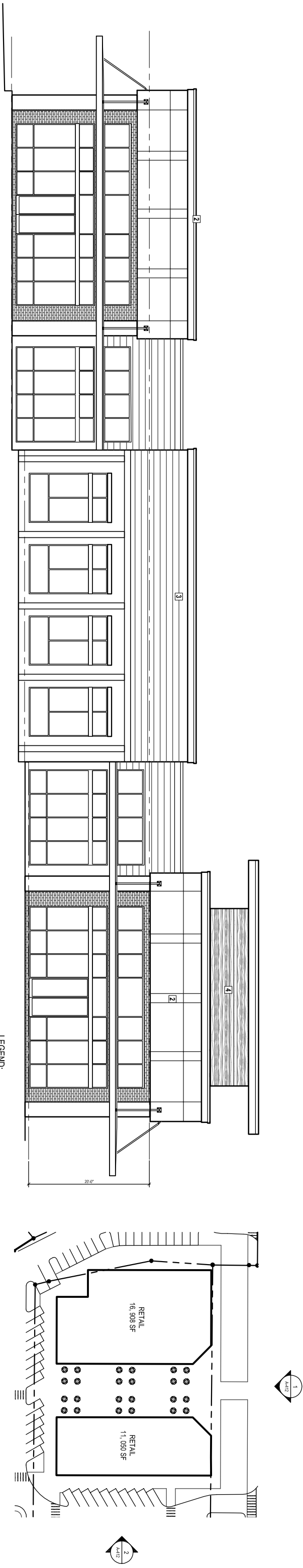
- LEGEND:
- 1 - BRICK VENEER
  - 2 - FIBER CEMENT PANEL
  - 3 - FIBER CEMENT SIDING
  - 4 - TEXTURED PANEL

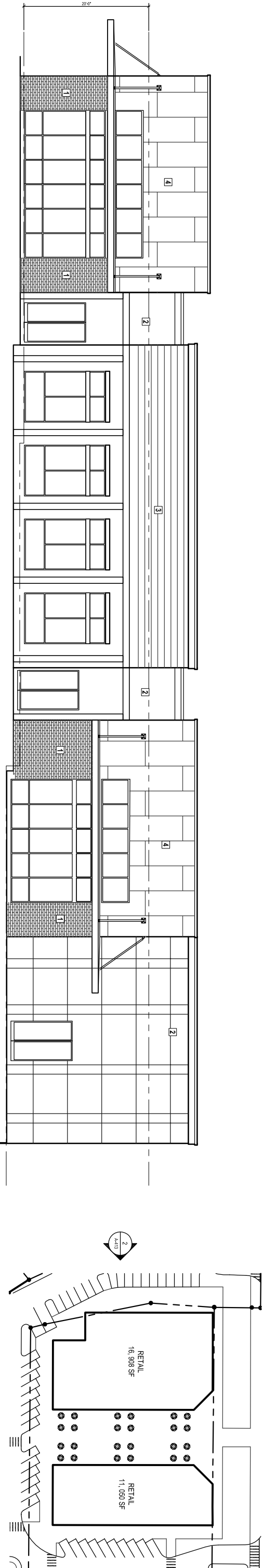
- LEGEND:
- 1 - BRICK VENEER
  - 2 - FIBER CEMENT PANEL
  - 3 - FIBER CEMENT SIDING
  - 4 - TEXTURED PANEL



1 BUILDING ELEVATION  
SCALE: 1/32" = 1'-0"

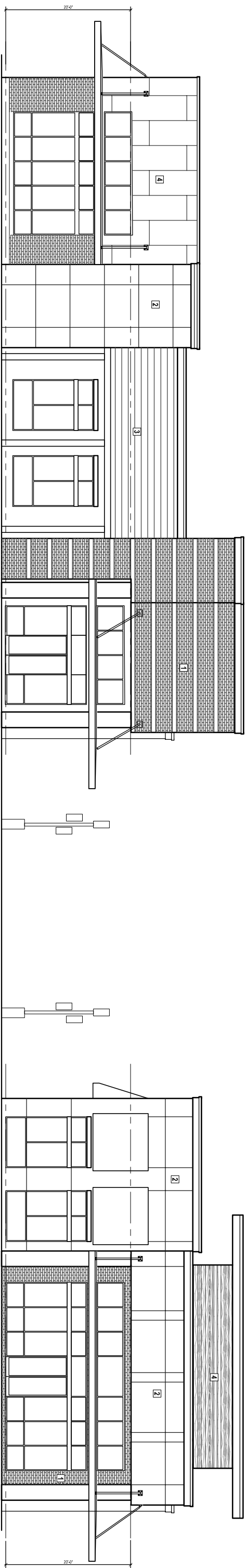






2 BUILDING ELEVATION (COMMERCIAL)  
SCALE: 1/16" = 1'-0"

- LEGEND:
- 1 - BRICK VENEER
  - 2 - FIBER CEMENT PANEL
  - 3 - FIBER CEMENT SIDING
  - 4 - TEXTURED PANEL



1 BUILDING ELEVATION (COMMERCIAL)  
SCALE: 1/16" = 1'-0"

- LEGEND:
- 1 - BRICK VENEER
  - 2 - FIBER CEMENT PANEL
  - 3 - FIBER CEMENT SIDING
  - 4 - TEXTURED PANEL

THIS BLOCK RESERVED FOR THE CLIENT OF THE SURVEYOR COUNTY.

## SURVEY NOTES

EQUIPMENT USED: TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.  
A TRIANGLE IR-DIAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.

CLOSURE STATEMENT:  
THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA/NSPS LAND TITLE SURVEYS PER THE 2018 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND THE SURVEYING BOARD OF GEORGIA.

THE BEARING SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) BASED ON THE 2011 NAD83 DATUM. ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES. MEASURING UNITS CONTROL IS ARE SHOWN AT TWO FOOT INTERVALS. ELEVATIONS ARE BASED ON RTK GLOBAL POSITIONING SYSTEMS OBSERVATION AND ARE RELATIVE TO WAD 88 DATUM. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON MAY 21, 2020.

DUE TO VARIANCES IN GPS EQUIPMENT TECHNOLOGIES, GENERAL ADJUSTMENTS TO STATE PLANE COORDINATES AND DATA CONDITIONS IMPACTING GPS RECEIPTIVITY, GPS SOLUTIONS MAY VARY FROM THOSE PROVIDED ON THIS SURVEY. BOTH INDIVIDUALS OR ENTITIES RELYING ON STATE PLANE COORDINATES TO RELATE TO DATA PROVIDED ON THIS SURVEY MUST LOCALIZE TO THE SURVEY CONTROL. ORDER TO ENSURE ACCURACY OF DATA, THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL REVIEW FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM. INFORMATION REGARDING SIZE, LOCATION, AND SPECIES OF EXISTING TREES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE SIZE AND SPECIES OF THE SAID TREES. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE SAID INFORMATION. CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINGUISH UNDESIRABLE AND UNLAWFUL USES OF THIS INFORMATION SHOWN HEREON EXCEPT BY APPROVAL OF SAID AUTHORITY. THIS SURVEY MAY NOT REPRESENT OFFSITE PAINT STRIPING TO THE ACCURACY REQUIRED FOR LANE DESIGN. TERRAMARK LOCATES THE EDGE OF PAVING AND PAINT LOCATIONS SHOULD BE VERIFIED WITH SURVEYOR PRIOR TO USING THIS SURVEY FOR DESIGN.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS AND IT SHOULD BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND PRESENCE OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL REVIEW FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM. INFORMATION REGARDING STORM SEWER AND SANITARY SEWERS AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE TIME OF THIS SURVEY. THE SURVEYOR DOES NOT WARRANT THE EXISTENCE OR LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. THE SURVEYOR IS NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE, TRENCH, OR OTHER ENCLAVE OF ANY TYPE, AND THE SURVEYOR DOES NOT WARRANT THE LOCATION OR PRESENCE OF ANY SUCH ENCLAVE. THE SURVEYOR DOES NOT WARRANT THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL REVIEW FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM. INFORMATION REGARDING STORM SEWER AND SANITARY SEWERS AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE TIME OF THIS SURVEY. THE SURVEYOR DOES NOT WARRANT THE EXISTENCE OR LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. THE SURVEYOR IS NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE, TRENCH, OR OTHER ENCLAVE OF ANY TYPE, AND THE SURVEYOR DOES NOT WARRANT THE LOCATION OR PRESENCE OF ANY SUCH ENCLAVE. THE SURVEYOR DOES NOT WARRANT THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL REVIEW FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM.

TERRAMARK LAND SURVEYING, INC. WAS UNABLE TO DETERMINE THE EXTENT OF PIPES AND TO THE WATER OF CREEKS AND BRANCHES CROSSING OR ADJOINING SUBJECT PROPERTY. THE SURVEYOR DOES NOT WARRANT THE LOCATION OR PRESENCE OF ANY SUCH ENCLAVE. THE SURVEYOR DOES NOT WARRANT THE LOCATION OR PRESENCE OF ANY SUCH ENCLAVE. THE SURVEYOR DOES NOT WARRANT THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL REVIEW FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM. INFORMATION REGARDING STORM SEWER AND SANITARY SEWERS AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE TIME OF THIS SURVEY. THE SURVEYOR DOES NOT WARRANT THE EXISTENCE OR LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. THE SURVEYOR IS NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE, TRENCH, OR OTHER ENCLAVE OF ANY TYPE, AND THE SURVEYOR DOES NOT WARRANT THE LOCATION OR PRESENCE OF ANY SUCH ENCLAVE. THE SURVEYOR DOES NOT WARRANT THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL REVIEW FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM.

PROPERTY IS SUBJECT TO RIGHTS OF UPPER AND LOWER RIPIARIAN OWNERS IN AND TO THE WATER OF CREEKS AND BRANCHES CROSSING OR ADJOINING SUBJECT PROPERTY. THE SURVEYOR DOES NOT WARRANT THE LOCATION OR PRESENCE OF ANY SUCH ENCLAVE. THE SURVEYOR DOES NOT WARRANT THE LOCATION OR PRESENCE OF ANY SUCH ENCLAVE. THE SURVEYOR DOES NOT WARRANT THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL REVIEW FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM. INFORMATION REGARDING STORM SEWER AND SANITARY SEWERS AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE TIME OF THIS SURVEY. THE SURVEYOR DOES NOT WARRANT THE EXISTENCE OR LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES. THE SURVEYOR IS NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE, TRENCH, OR OTHER ENCLAVE OF ANY TYPE, AND THE SURVEYOR DOES NOT WARRANT THE LOCATION OR PRESENCE OF ANY SUCH ENCLAVE. THE SURVEYOR DOES NOT WARRANT THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL REVIEW FOR ISSUES ENCOUNTERED DUE TO FAILURE TO LOCALIZE DIRECTLY TO THIS SURVEY DATUM.

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## REFERENCE MATERIAL

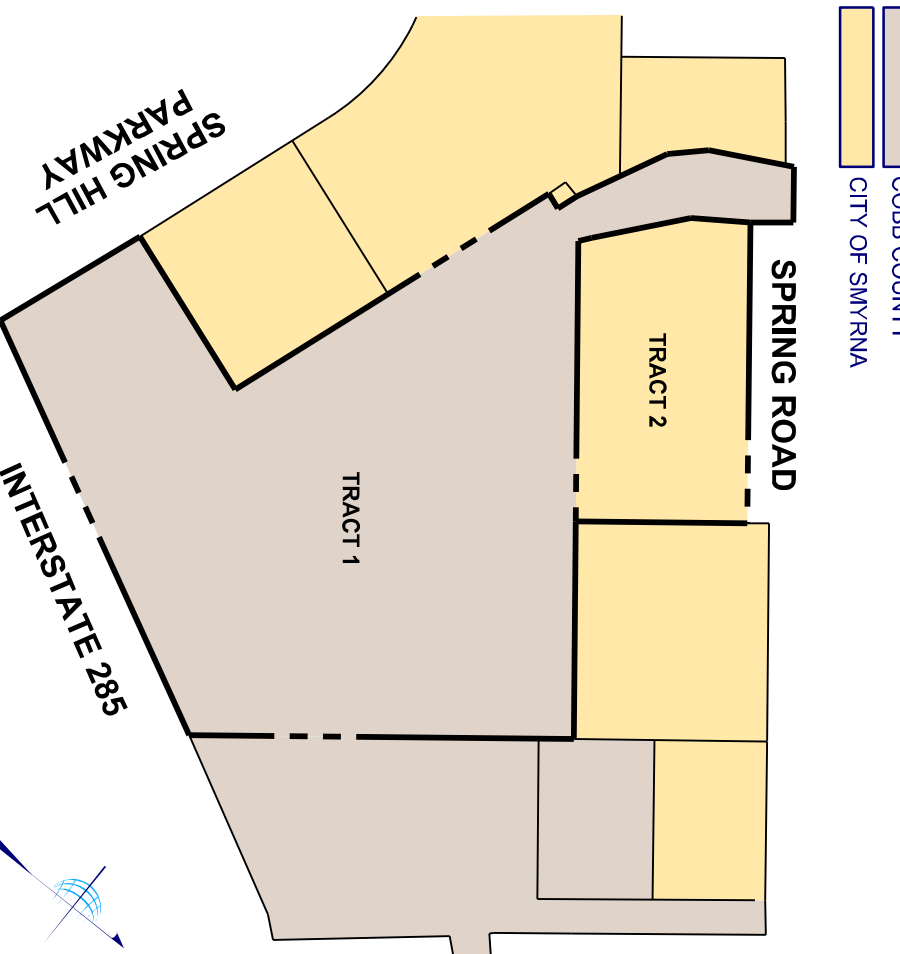
- ALTA/NSPS SURVEY OF THE NINJA DEVELOPERS, LLC PROPERTY PREPARED BY CENTERLINE SURVEYING AND LAND PLANNING, INC. DATED APRIL 23, 2017
- RECORDS AS SHOWN HEREON
- RECORDS AS SHOWN HEREON

## SPECIAL NOTES

- CERTIFICATION AND DECLARATION IS MADE TO THE ENTITIES AS LISTED IN THE TITLE BLOCK AND/OR CERTIFICATION, THE CERTIFICATIONS AND DECLARATIONS ON THIS PLAN ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUCCESSOR OWNERS.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED OR DEVELOPMENT OF THIS PROPERTY.
- PURSUANT TO RULE 1804.89 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES, THE SIGNATURE STATEMENT BASED UPON FACTS AND KNOWLEDGE KNOWN TO THE REGISTRANT AND IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

## CITY LIMITS DETAIL

NOT TO SCALE



## AREA TABLE

TRACT 1: 311,336 SQ.FT. OR 7.1473 AC.  
TRACT 2: 68,026 SQ.FT. OR 1.5617 AC.  
TOTAL: 379,362 SQ.FT. OR 8.7090 AC.

## TITLE NOTES

ACCORDING TO THE FIRM FLOOD INSURANCE RATE MAP OF COBB COUNTY, GEORGIA (FIRM NUMBER 1346703190), DATED DECEMBER 18, 2006, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARDOUS AREA. THE SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. SUBJECT PROPERTY HAS ACCESS TO THE COBB COUNTY MAINTAINED SPRING ROAD AND SPRING HILL PARKWAY.

# ALTA/NSPS LAND TITLE SURVEY FOR RASS ASSOCIATES, LLC (2800 & 2810 SPRING ROAD) LOCATED IN LAND LOTS 880 & 881, 17TH DISTRICT, 2ND SECTION COBB COUNTY, GEORGIA

## SITE MAP



## PHOTO #1



## PHOTO #2



## PHOTO #3



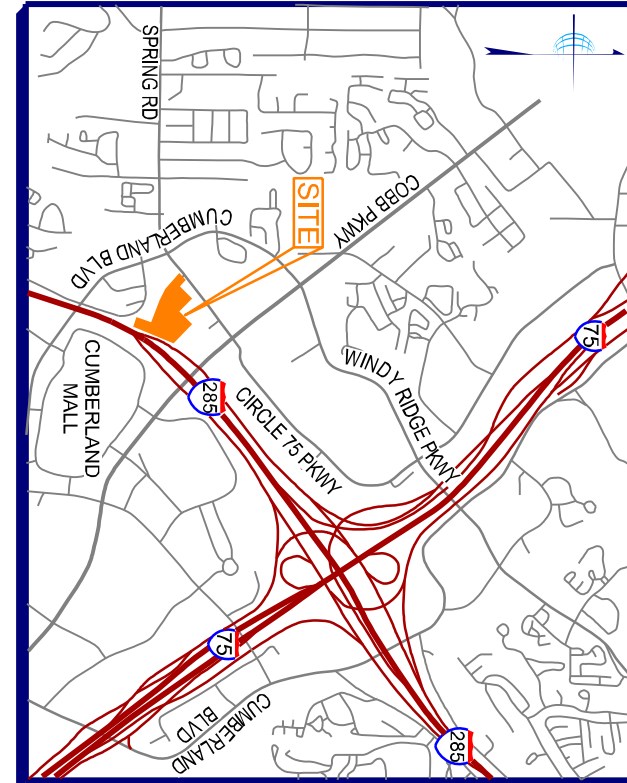
## PHOTO #4



## SITE INFORMATION

TRACT 1:  
CURRENT OWNER: RASS ASSOCIATES, LLC  
TAX PARCEL ID # 11788800030  
ADDRESS: 2800 SPRING ROAD  
ZONING: JC (JURISDICTIONAL ZONING)  
JURISDICTION: COBB COUNTY  
SETBACKS (SHOW PER REF #1):  
FRONT - 40 OR 50 FEET  
SIDE - 30 FEET  
REAR - 30 FEET  
MAXIMUM BUILDING HEIGHT: 4 STORIES OR 52 FEET  
TRACT 2:  
CURRENT OWNER: RASS ASSOCIATES, LLC  
TAX PARCEL ID # 11788800030  
ADDRESS: 2800 SPRING ROAD  
ZONING: JC (JURISDICTIONAL ZONING)  
JURISDICTION: COBB COUNTY  
SETBACKS (SHOW PER REF #1):  
FRONT - 40 OR 50 FEET  
SIDE - 30 FEET  
REAR - 30 FEET  
MAXIMUM BUILDING HEIGHT: 4 STORIES OR 52 FEET  
PARKING COUNT (TRACTS 1 AND 2 COMBINED):  
REGULAR PARKING - 568  
HANDICAPPED PARKING - 8  
TOTAL PARKING COUNT - 576

## LOCATION MAP



NOT TO SCALE  
LAT: 33.5301127° N  
LONG: -84.2822147° W

## UTILITY NOTES

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MARKINGS PROVIDED BY:

UTILITY PROVIDER:  
154 GRANT ROAD  
FAYETTEVILLE, GA 30215  
ATTENTION: RASS ASSOCIATES, LLC

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE SYSTEMS) SHOWN HEREON ARE BASED ON LOCATION OF MARKINGS PROVIDED BY UTILITY PROVIDER. THE SURVEYOR DOES NOT WARRANT THE LOCATION OF ANY NON-METALLIC UTILITIES (WITHOUT TRACER WIRE) ARE NOT LOCATED.

THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPARE ALL SUCH UTILITIES IN THE AREA. EITHER IN SERVICE OR ABANDONED. UNDERGROUND UTILITIES NOT OBSERVED OR LOCATED UTILIZING THIS EXCAVATION. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED AS POSSIBLE FROM INFORMATION AVAILABLE.

INFORMATION REGARDING MATERIAL AND SIZE OF UTILITIES IS BASED ON RECORDS ACQUIRED FROM THE UTILITY OWNERS.

## UTILITY PROVIDERS

GAS  
COMMUNICATION (CON'T)  
SOUTHERN COMPANY GAS  
1000 GUNN STREET NE  
ATLANTA, GA 30309  
RECORDER: TERRELL  
(404) 564-5474  
COLUMBIA PIPELINE GAS  
SUITE 100  
ALPHARETTA, GA 30009  
(678) 762-5400  
POWER  
GEORGIA POWER COMPANY  
ATLANTA, GA 30318  
ME COLLINS  
(404) 564-4689  
COBB ELECTRIC  
1000 GUNN STREET NE  
ATLANTA, GA 30309  
(404) 564-5474  
COMMUNICATION  
COMCAST  
(770) 914-8180  
BELL MILLER  
(404) 564-5400  
CITY OF ATLANTA WATER  
2150 ATLANTIC ROAD  
SMC PARK, GA 30080  
(770) 431-2580  
COBB COUNTY WATER SYSTEM  
660 S COBB DRIVE  
(770) 914-8180  
KATE PHILLIPS  
208 S. AWARD ST.  
ALPHARETTA, GA 30009  
(404) 564-5474  
PAUL B. GANNON, JR.  
REGISTERED NUMBER 2208

## SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE MAP OR SURVEY AND THE SURVEY ON WHICH IT IS BASED WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF GEORGIA. I HAVE READ THE MAP OR SURVEY AND THE SURVEY ON WHICH IT IS BASED AND I HAVE FOUND IT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LAND AND INTERESTS THEREIN. I HAVE ALSO FOUND THAT THE SURVEYOR HAS COMPLIED WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF GEORGIA. I HAVE ALSO FOUND THAT THE SURVEYOR HAS COMPLIED WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



## ALTA/NSPS CERTIFICATE

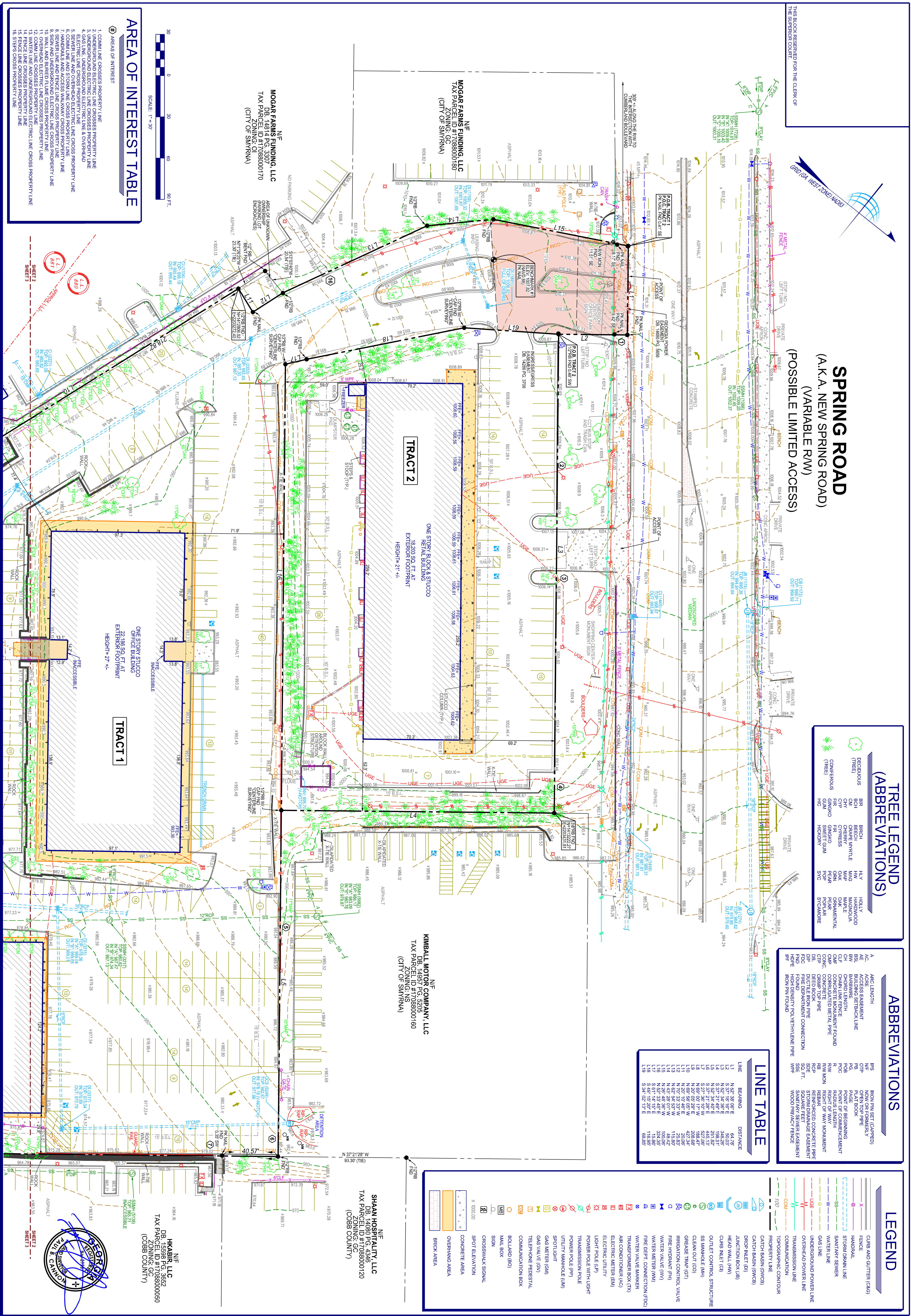
TO: RASS ASSOCIATES, LLC  
THIS IS TO CERTIFY THAT THE MAP OR SURVEY AND THE SURVEY ON WHICH IT IS BASED WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF GEORGIA. I HAVE READ THE MAP OR SURVEY AND THE SURVEY ON WHICH IT IS BASED AND I HAVE FOUND IT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LAND AND INTERESTS THEREIN. I HAVE ALSO FOUND THAT THE SURVEYOR HAS COMPLIED WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF GEORGIA. I HAVE ALSO FOUND THAT THE SURVEYOR HAS COMPLIED WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



TerraMark Land Surveying, Inc.  
1306 Bells Ferry Road  
Marietta, Georgia 30066  
Phone No. (770) 421-1927  
Fax No. (770) 421-0552  
www.TerraMark.com  
C. O. A. # LSF000810

Project No.	2020-085	No.	Revision	Date
Survey Crew:	SH,AA	#1		
Drawn By:	JDW	#2		
Approved By:	PBC	#3		
Date:	05/28/2020	#4		
Scale:	1"=30'	#5		
		#6		
		#7		
		#8		

SHEET NO.  
1/3  
DRAWING# 174-20-085



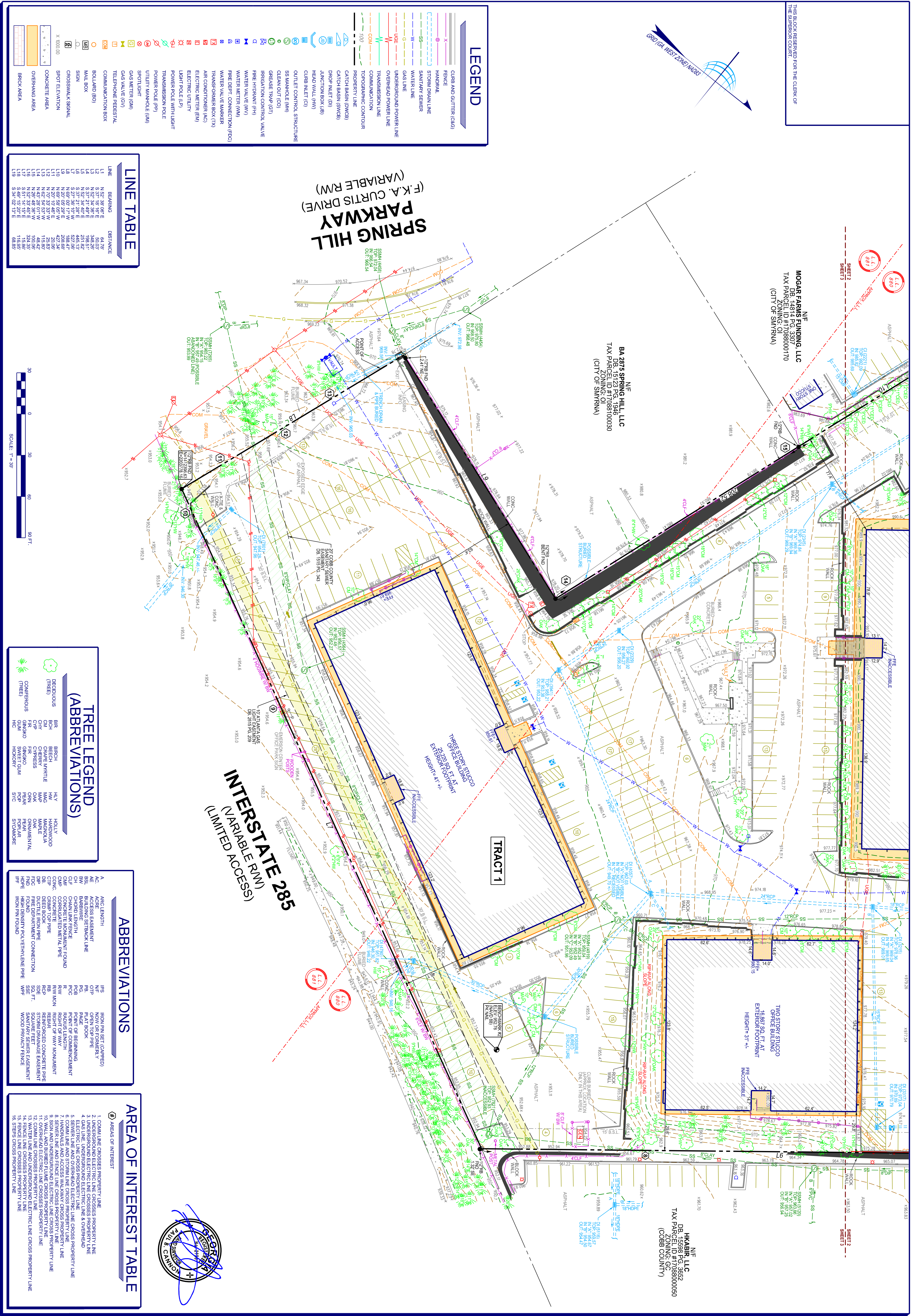
Project No:	2020-085	No		Revision		Date	
Survey Crew:	SH,AA	#1					
		#2					
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		#4					
Approved By:	PBC	#5					
		#6					
Date:	05/28/2020	#7					
		#8					
Scale:	1"=30'						
		PATH:	S: SURVEY120201	2020-0851	DGNI	LAIA-TOPO	2D.DGN



**TerraMark**  
Professional Land Surveying C. O. A.# LSF000810

*TerraMark Land Surveying, Inc.*  
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SHEET NO. <div style="text-align: center; font-size: 2em;">2</div> <div style="text-align: center; font-size: 2em;">3</div>	ALTA/NSPS LAND TITLE SURVEY FOR RASS ASSOCIATES, LLC <b>(2800 &amp; 2810 SPRING ROAD)</b> LOCATED IN LAND LOTS 880 & 881, 17TH DISTRICT, 2ND SECTION COBB COUNTY, GEORGIA
	DEPT/WMG/TH 2/20/05



LEGEND

CURB AND GUTTER (CKG)

FENCE

HANDRAIL

STORM DRAIN LINE

SAINTARY SEWER

WATER LINE

GAS LINE

UNDERGROUND POWER LINE

OVERHEAD POWER LINE

TRANSMISSION LINE

COMMUNICATION

TOPOGRAPHIC CONTOUR

PROPERTY LINE

CATCH BASIN (DRAIN)

DRINK INLET (DI)

JUNCTION BOX (JB)

HEAD VALVE (HV)

CURB INLET (CI)

OUTLET CONTROL STRUCTURE

SS MANHOLE (MH)

CLEAN OUT (CO)

GREASE TRAP (GT)

IRRIGATION CONTROL VALVE

FIRE HYDRANT (FH)

WATER VALVE (WV)

WATER METER (WM)

FIRE DEPT. CONNECTION (FDC)

WATER VALVE MARKER

TRANSFORMER BOX (TX)

AIR CONDITONER (AC)

ELECTRIC METER (EM)

ELECTRIC UTILITY

LIGHT POLE (LP)

POWER POLE WITH LIGHT

TRANSMISSION POLE

POWER POLE (PP)

UTILITY MANHOLE (UM)

SPOTLIGHT

GAS METER (GM)

GAS VALVE (GV)

TELEPHONE PEDESTAL

COMMUNICATION BOX

BOLLARD (BO)

MAIL BOX

SIGN

CROSSWALK SIGNAL

SPOT ELEVATION

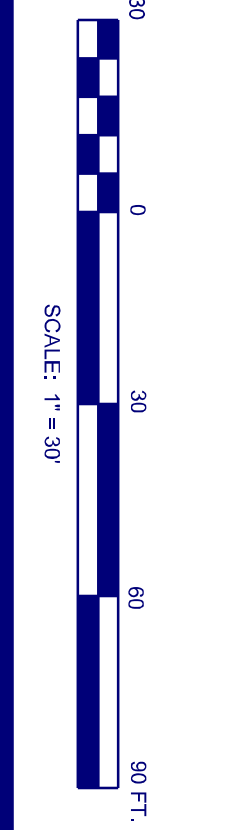
CONCRETE AREA

OVERLAP AREA

BRICK AREA

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 52° 36' 00" E	64.79'
L2	S 27° 18' 00" E	50.02'
L3	S 37° 21' 00" E	108.51'
L4	S 37° 21' 00" E	251.82'
L5	S 37° 21' 00" E	627.06'
L6	N 89° 05' 00" W	188.47'
L7	N 89° 05' 00" W	427.34'
L8	N 89° 05' 00" W	28.83'
L9	N 89° 05' 00" W	115.87'
L10	N 89° 05' 00" W	100.06'
L11	N 89° 05' 00" W	324.35'
L12	N 89° 05' 00" W	118.95'
L13	N 89° 05' 00" W	88.85'
L14	S 37° 21' 00" E	118.95'
L15	S 37° 21' 00" E	88.85'



TREE LEGEND (ABBREVIATIONS)

DECIDUOUS (TREE)	BIR	BIRCH	HL	HOLLY
CONIFEROUS (TREE)	BO	BEECH	HW	HARDWOOD
	CH	CHERRY	MA	MAHOGANY
	CP	CYPRESS	MA	MAHOGANY
	GN	GINKGO	MA	MAHOGANY
	PO	POPLAR	MA	MAHOGANY
	SP	SWEET GUM	MA	MAHOGANY
	ST	STICKY	MA	MAHOGANY
	ST	STICKY	MA	MAHOGANY
	ST	STICKY	MA	MAHOGANY

ABBREVIATIONS

A	ACRE	IP	IRON PIN SET (CAPED)
AC	ACRE	IP	IRON PIN SET (CAPED)
AC	ACRE	IP	IRON PIN SET (CAPED)
AC	ACRE	IP	IRON PIN SET (CAPED)
AC	ACRE	IP	IRON PIN SET (CAPED)
AC	ACRE	IP	IRON PIN SET (CAPED)
AC	ACRE	IP	IRON PIN SET (CAPED)
AC	ACRE	IP	IRON PIN SET (CAPED)
AC	ACRE	IP	IRON PIN SET (CAPED)
AC	ACRE	IP	IRON PIN SET (CAPED)

AREA OF INTEREST TABLE

AREA OF INTEREST	DESCRIPTION
1	COAST LINE CROSS PROPERTY LINE
2	UNDERGROUND ELECTRIC LINE CROSS PROPERTY LINE
3	UNDERGROUND ELECTRIC LINE CROSS PROPERTY LINE
4	GAS LINE, UNDERGROUND ELECTRIC LINE & OVERHEAD
5	SEWER LINE AND OVERHEAD ELECTRIC LINE CROSS PROPERTY LINE
6	COAST LINE AND STORM LINE CROSS PROPERTY LINE
7	POINT OF BEGINNING
8	SEWER LINE AND OVERHEAD ELECTRIC LINE CROSS PROPERTY LINE
9	SEWER LINE AND OVERHEAD ELECTRIC LINE CROSS PROPERTY LINE
10	SEWER LINE AND OVERHEAD ELECTRIC LINE CROSS PROPERTY LINE
11	OVERHEAD ELECTRIC LINE CROSS PROPERTY LINE
12	COAST LINE CROSS PROPERTY LINE
13	COAST LINE CROSS PROPERTY LINE
14	COAST LINE CROSS PROPERTY LINE
15	COAST LINE CROSS PROPERTY LINE
16	SEWER LINE CROSS PROPERTY LINE

Project No.	2020-085	No.	Revision	Date
Survey Crew:	SH,AA	#1		
Drawn By:	JDW	#2		
Approved By:	PBC	#3		
Date:	05/28/2020	#4		
Scale:	1"=30'	#5		
Path:	S: SURVEY 2020; 2020-085; DGM; ALTA; TOPO; 2D; DGN	#6		
		#7		
		#8		

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TO THE MAYOR AND CITY COUNCIL  
CITY OF SMYRNA

**CONSTITUTIONAL CHALLENGE**

COMES NOW, RASS Associates, LLC, hereinafter referred to as the  
"Applicant", and asserts the following, to wit:

1.

By application to which this exhibit relates, the Applicant has applied for a rezoning of certain real property lying and being in the City of Smyrna, Cobb County, Georgia, a more particular description and delineation of the subject property, hereinafter referred to as the "Property", being set forth in said Application.

2.

The Application for Zoning of the property seeks a rezoning from the existing categories of NS (City of Smyrna Tract) and O&I (Cobb County Tract), as established by the governing authorities of the City of Smyrna, Georgia and Cobb County, Georgia to the zoning category of Conditional-MU.

3.

The current NS (City of Smyrna Tract) and O&I (Cobb County Tract) zoning classifications of the property and all intervening classifications between same and Conditional-MU are unconstitutional in that they deprive the Applicant under and pursuant to Article 1, Section I, Paragraphs I and II of the Georgia Constitution of 1983 and the Equal Protection and Due Process clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States. This deprivation of property

without due process violates constitutional prohibitions against the taking of private property without just compensation.

4.

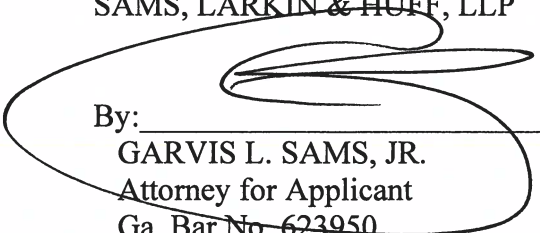
The zoning classification of NS (City of Smyrna Tract) and O&I (Cobb County Tract) and all intervening classifications between same and Conditional-MU as they presently exist violate the Applicant's right to the unfettered use of the property in that the existing zoning classification does not bear a substantial relation to the public health, safety, morality or general welfare and is, therefore, confiscatory and void. Further, said classifications are unconstitutional in that they are arbitrary and unreasonable, resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss upon the Applicant.

5.

The City of Smyrna and Cobb County Zoning Ordinances are further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with zoning applications also violates the aforementioned constitutional provisions in that said procedures contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issues at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law.

Respectfully submitted, this the 11<sup>th</sup> day of December, 2020.

SAMS, LARKIN & HUFF, LLP

By:   
GARVIS L. SAMS, JR.  
Attorney for Applicant  
Ga. Bar No. 623950

2020 SUBMISSION UNDER SECTION 5  
OF THE VOTING RIGHTS ACT  
FOR THE CITY OF SMYRNA, GEORGIA

Map Designation# \_\_\_\_\_ LL/Parcel# \_\_\_\_\_

City Ward# \_\_\_\_\_ Census Tract# \_\_\_\_\_

Copies of annexation ordinance (council meeting minutes) are attached, marked:  
Exhibit \_\_\_\_\_

Responsible body: Mayor and Council of the City of Smyrna  
P.O. Box 1226  
Smyrna, GA 30081  
Telephone (770) 434-6600

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*THIS SECTION TO BE COMPLETED BY APPLICANT. PLEASE BE SURE THIS  
INFORMATION IS ACCURATE – IT WILL BE USED TO ESTABLISH EMERGENCY  
SERVICE THROUGH OUR 911 SYSTEM.*

1. Is the property to be annexed vacant? Yes ☒ No ☐
2. If NO, name of resident(s): \_\_\_\_\_
3. Complete street address: 2810, 2812 and 2814 Spring Road - Emerson Center Office Park
4. Telephone Number (678) 523-1562 (Property Owner - RASS Associates, LLC)
5. Number of registered voters before annexation: None - All Business Tenants  
Number and type of minorities or minority language groups: N/A
6. Number of registered voters after annexation: Unknown in Proposed Apartment Component  
Number and type of minorities or minority language groups: Unknown in Proposed Apartment Component
7. Use of property before annexation (i.e., vacant, business, residential): Business Office Park
8. Zoning classification before annexation: O&I (Cobb County)
9. Use of property after annexation (i.e., vacant, business, residential). If residential, please state proposed number of dwelling units: Mixed-Use Development (Retail, Apartments-350 units, Offices, Hotel)
10. Zoning classification being requested (if any): Conditional MU
11. Effect of change on members of racial or minority groups: N/A
12. Total number of acres being annexed: 7.14

City of Smyrna  
Application for Annexation

We, the undersigned, who constitute one hundred percent (100%) of the owners of the land by acreage, as described below, which is unincorporated and contiguous to the City of Smyrna, hereby apply to have said area annexed into the City of Smyrna under the provisions of laws of the State of Georgia, said property being annexed being described as follows:

WHEREFORE, THE UNDERSIGNED HEREBY APPLY FOR SUCH ANNEXATION.

RASS Associates LLC by Rajiv Goswami

Owner's Printed Name

Owner's Printed Name

185 Famworth Lane

Address

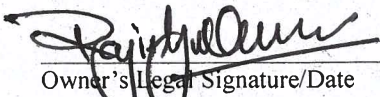
Telephone#

Address

Telephone#

Roswell, GA 30075-3960 (678) 523-1562

Witness the hands and seals of 100% of the record title holders of the land described above:

 11/6/20  
Owner's Legal Signature/Date  
Registered Agent  
RASS Associates LLC

Owner's Legal Signature/Date



# Cobb County Georgia Online Mapping-PARCEL TO BE ANNEXED

(17088000030)



400.0 0 200.00 400.0 Feet

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
© Cobb County Georgia

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1:2,400



Map Notes:

## City of Smyrna - Annexation Application Form Check List

Using this checklist as a guide, please review application materials with applicant or representative **before** accepting application.

### 1. APPLICATION FORM

- \_\_\_\_\_ Correct Application Form Used (for 60% method or 100% method as applicable)
- \_\_\_\_\_ Original form with original signature(s), address(es) and telephone number(s) obtained
- \_\_\_\_\_ Check to make certain all signatures can be read. If signature(s) is/are illegible, make certain the applicant names are typed or legibly printed near the corresponding signature. (the notation "L.S." on the form stands for *legal signature*)
- x   All legal owners of the property have signed the application form

### 2. LEGAL DESCRIPTION - SEE REZONING APPLICATION

- \_\_\_\_\_ Legal description of the subject property accompanies application
- \_\_\_\_\_ Ask the applicant or representative if an electronic copy of the legal description is available; if so, make arrangements for the electronic information to be furnished to either the Community Development Department or City Clerk's Office

### 3. SECTION 5 VOTING RIGHTS ACT QUESTIONNAIRE

- \_\_\_\_\_ Completed *Section 5 Voting Rights Act Questionnaire* accompanies application

### 4. MAP OF PROPERTY TO BE ANNEXED

- x   A tax plat, map or other graphic representation of the subject parcel(s) accompanies the application

I have reviewed the annexation application with the applicant(s) and/or representative(s) and have found the submitted paperwork to be complete and in good order.

\_\_\_\_\_  
City staff member signature

\_\_\_\_\_  
Date

This completed form should accompany annexation application materials submitted to the City Clerk's office.