

Mayor

Derek Easterling

City Manager

Jeff Drobney, ICMA-CM

City Clerk

Lea Alvarez, CMC

**Council**

Madelyn Orochena

Tracey Viars

Pat Ferris

Antonio Jones

Anthony Gutierrez

City Council Work Session**Meeting Agenda**

February 24, 2025 6:30 PM

Council Chambers

(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)

Livestream: www.kennesaw-ga.gov/publicmeetings/

- 1. Invocation**
- 2. Pledge of Allegiance**
- 3. Call to Order**
- 4. Announcements**
- 5. Presentations**
- 6. Old Business**
- 7. New Business**
- 8. Committee and Board Reports**
 - A. Road Closures: Big Shanty Festival**

Consideration for approval of road closures to support the Big Shanty Festival on April 11-13, 2025.
- 9. Public Hearing(s)**
- 10. Consent Agenda**
 - A. Minutes: February 10, 2025 Work Session**

Approval of the February 10, 2025, City Council work session minutes.
 - B. Minutes: February 17, 2025 Regular Meeting**

Approval of the February 17, 2025, City Council regular meeting minutes.
- 11. General and Administrative**

12. Public Safety

A. Crime Statistics: January 2025

Consideration to accept the January 2025 Crime Statistics.

13. Information Technology

14. Public Works and Building Maintenance

A. Resolution: 2025 Community Development Block Grant (CDBG) Subrecipient Agreement

Consideration for approval of a Resolution authorizing the subrecipient agreement for use of Community Development Block Grant (CDBG) funds between Cobb County and the City of Kennesaw.

B. Resolution: Pipe Purchase for Stormwater Project

Consideration for approval of a Resolution approving the purchase of pipe for Public Work's stormwater construction project.

C. Resolution: Professional Services Contract for Construction of the Public Safety Facility

Consideration for approval of a Resolution executing a Professional Services Contract with Patterson & Dewar Engineers, Inc. for the construction of the Public Safety Facility.

D. Resolution: Contract for Construction of the Public Safety Facility

Consideration for approval of a Resolution executing an agreement with Gay Construction for the construction of the new Public Safety Facility.

15. Recreation and Culture

A. Resolution: 2025 RCS Productions Contract

Consideration for approval of a Resolution executing a contract with RCS Productions Inc. for the 2025 Concert Series.

B. Resolution: 2025 Sports Association Facility Use Agreement

Consideration for approval of a Resolution renewing the 2025 Sports Association Facility Use Agreement.

16. Community Development

A. Resolution: 2025 Livable Centers Initiative (LCI) application

Consideration for approval of a Resolution authorizing support for the Livable Centers Initiative (LCI) planning grant application and committing the required matching funds. Case MISC#2025-02.

B. Final Plat Application: 3560, 3530 Cherokee Street and 1880, 1875 Maple Drive

Final plat application submitted by East Park JV LLC, VCP Kennesaw, and VCP Kennesaw PCB, LLC for (parcel # 20009904310, 20009904320,

20009904330, 20009904350); the final plat was submitted to revise the property line for Tract 2, Tract 7, Tract 4 and Tract 5 as well as notate updates to Cobb County easements (waterline, vault, sanitary and access easement). Case #FP2025-01.

17. Public Comments

18. City Manager's Report

- A. Reports, Discussions, and Updates

19. Mayor's Report

- A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

20. Council Reports & Discussions

- A. **Update: City Parks**
Update requested by Councilmember Jones regarding status of upgrades to city-owned parks.
- B. **Discussion: Solar Lights in City Parks**
Discussion requested by Councilmember Jones regarding the installation of solar lights in city-owned parks.

21. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

22. Adjourn



Item Report

TO: The Honorable Mayor and City Council

FROM: Marty Hughes, Assistant City Manager

DATE: February 24, 2025

TITLE: **Road Closures: Big Shanty Festival**
Consideration for approval of road closures to support the Big Shanty Festival on April 11-13, 2025.

Summary:

- 1.) Beginning Friday, April 11 at 6:00 PM until Sunday, April 13 at 8:00 PM.:
 - J.O. Stephenson Avenue from Main Street to Dallas Street
 - Cherokee Street from Main Street to Shirley Drive/Big Shanty Drive
 - Watts Drive from Dallas Street to Main Street
 - Lewis Street from Dallas Street to Main Street
- 2.) Beginning Saturday, April 12 at 6:00 AM until Sunday, April 13 at 8:00 PM.:
 - Main Street from Summer Street to Moon Station Road
- 3.) The following road closures support the Big Shanty Festival parade on Saturday, April 13:
 - Main St. will be closed from Park Drive to Watts Drive 9:15 – 11:00 AM.
 - The following roads will be closed at Main St. 9:15 – 10:45 AM:
 - o Park Drive
 - o Dallas Street
 - o Whitfield Place
 - o Moon Station Road
 - o Lewis Street
 - o J.O. Stephenson Avenue
 - o Cherokee Street
 - o Watts Drive
 - Watts Drive will be closed from the entrance to Adams Park to Main Street 9:15 – 10:30 AM
 - Dallas Street will be closed from 9:15 – 10:45 AM

Recommendation:

The Events Committee recommends approval.

Fiscal Impact:**Attachments:**

1. Big Shanty Event-Application-2025



City of Kennesaw Special Event Application

Applications to hold an event must be submitted to the Kennesaw Events Committee at least 90 days before your event. The application will be reviewed by the Kennesaw Events Committee during their monthly meeting held on the first Thursday of each month at 3:30pm at City Hall. Direct your applications to Marty Hughes, Events Committee Chair at mhughes@kennesaw-ga.gov.

A NON-REFUNDABLE APPLICATION FEE OF \$50 IS DUE UPON RECEIPT OF THIS APPLICATION. CHECK TO BE MADE TO CITY OF KENNESAW.

You will be notified of the exact Kennesaw Events Committee meeting date so you can be present to discuss your event with the committee members. **You are required to attend that meeting.**

Please note that filling out an application does not guarantee approval of requests. Final approval or denial is determined by the City as well as contingent upon the applicant completing the required actions, submitting the required funds, etc. If you have filed this application without adequate time for processing and coordination, the applicant must re-file the request for a new event date.

Name of Event Kennesaw Big Shanty Festival
Type of Event Community Arts & Craft Festival
Event Date(s): 1st choice April 12 & 13 2nd Choice _____
Event Site being requested: Downtown Kennesaw Area (See Attached)
Beginning Time(s) Sat. 10 am/ Sun- Noon am/pm to Ending Time(s) Sat 6 pm/ Sun 5pm am/pm
Event Set up Time April 11, 12, 13 Event Clean up Time April 13 - 5 p.m.
Purpose of Event Community event to enhance local business and quality of life for local families
Details of the Event Community festival with arts & crafts, food, entertainment and sponsors

1. Applicant/Organization Kennesaw Business Association (KBA)
Address P.O. Box 777, Kennesaw, GA 30156
Phone Number 770-423-1330 Fax Number 770-293-0047
E-mail Address/Website billwatson@jrmmanagement.com/kennesawbusiness.org

2. Name of Organizer/Contact Person Bill Watson
Phone Number Cell [REDACTED] Email billwatson@jrmmanagement.com

Any Other Organizers Name(s) _____
Phone Number _____ Email _____

3. General Event Information:
Number of person(s) expected 30,000 Have you previously held this Event? Yes
What types of advertising will you use to promote this event? Print, billboard, radio, social media
To whom are you marketing families and general public

4. **Fees.** Based on your request, you will be invoiced for any fees due that are associated with this event. Fees will be charged for facilities, equipment, and personnel. More explanation of fees will be discussed during your scheduled Event Committee Meeting; see Fee Schedule attached.

Are you requesting **City Personnel**? List required assistance: Yes- see attached

Are you requesting **City Streets** to be closed for your event, if so which ones? Yes- see attached
Need City Personnel for security-traffic control, parks & recreation, public works

Are you requesting **City Facilities** for this event? Yes- see attached

Are you requesting **City Equipment** for this event? Yes- see attached- City Stage

Are you requesting Trash and Recycling? Yes- see attached- trash cans

5. Is your event a fundraiser? Yes If yes, for whom or what organization(s)? KBA

6. **We will need the Following Supporting Documents along with your Application:**

1. **Property Owner's Affidavit** (if Private Property is to be used in conjunction with your event).

2. **A Certificate of Insurance**, in the amount of \$1,000,000 or as determined to be appropriate to
City of Kennesaw 2529 J.O. Stephenson Avenue Kennesaw, Georgia 30144

the size of the event, naming the City of Kennesaw as an Additional Insured. Certificate must be provided at least 30 days in advance of the event.

3. Return a signed **Fee Acknowledgement Agreement** within 30 days of event approval.
4. Include your **Cleanup/Recycling Plan**.
5. Are you a non-profit organization? If so, provide a **Copy of Your 501C-3**.
6. Include additional forms stating you are in Compliance with all other agencies requiring Permitting. i.e.: Cobb/Public Health Department, Cobb Fire Marshal Office, Alcohol Permits
7. Attached map showing the event site & set-up.

For City of Kennesaw Use Only

DEPARTMENT CHECKS

Date Received _____ Received by _____ Reviewed by Events Committee _____

Suggest Approved _____ Suggest Denial _____

Payments Received: Fees _____ Insurance Received: _____

Events Committee Chairperson

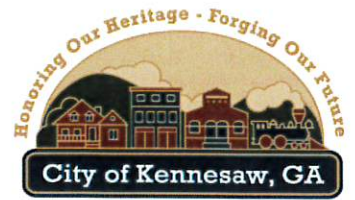
Date _____ Notification _____



2025 Superior Plumbing Kennesaw/Big Shanty
Festival Facilities Use Permission

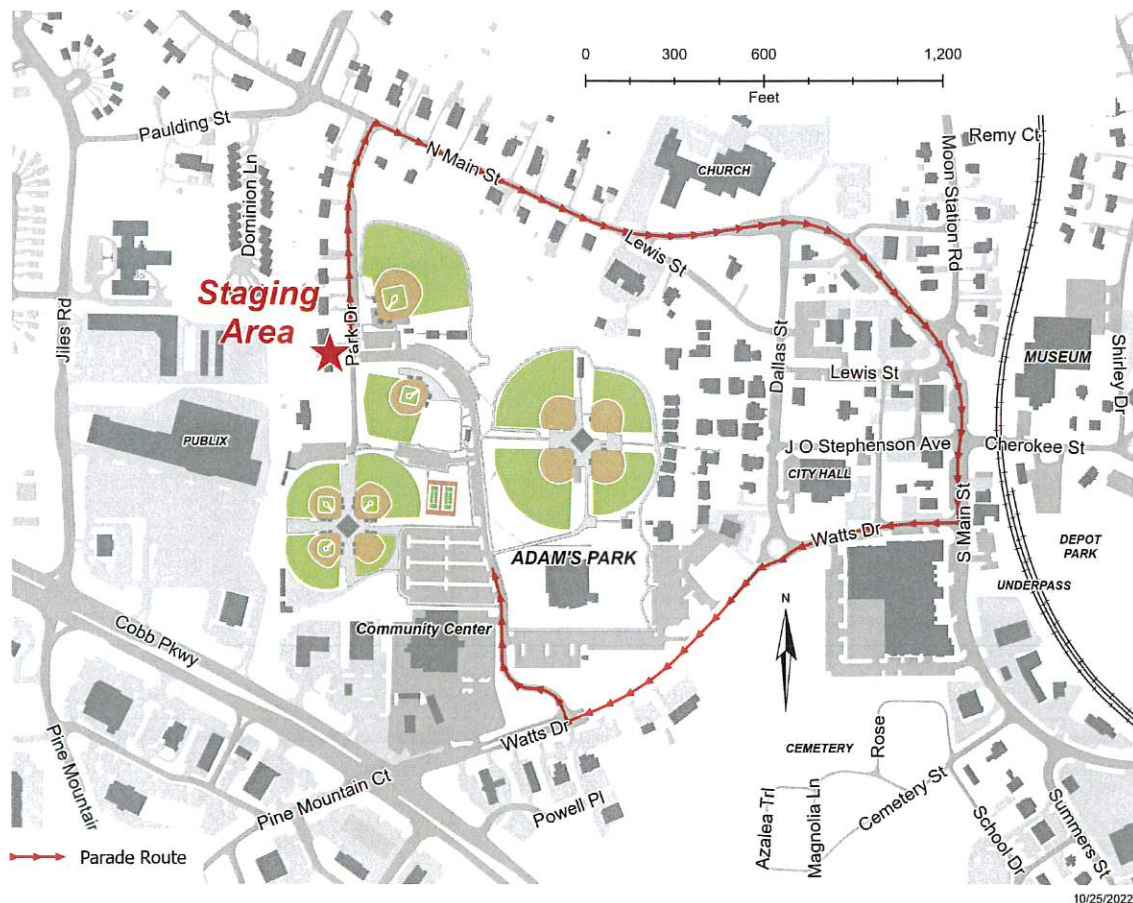
1. Use of and approval of concrete area/plaza of the amphitheater to place arts and crafts booths (no food). Use of the amphitheater for music (acoustic) and ground act entertainment (Ready-Go-Dog Show).
2. Approval to place the Cobb County stage at Main St. and Cemetery St. – across blocking Main St.
3. Use of the City Parking Lot adjacent to tunnel on Main St and the tunnel entrance/plaza off Main St. on Thursday evening April 10 – Sunday April 13.
4. General assistance and support from the Parks and Recreation, Police Department and Public Works departments during the weekend with ground maintenance, operations, and security / traffic control. Specifically:
 - Provide as many Herby Curby (96 gal) roll trash cans as possible – half on corner of Main and J.O. Stephenson and half on plaza.
 - Cut and trim grass and shrubs in downtown area.
 - Notify CSX of the event and put up temporary (orange) fencing along the tracks at appropriate locations.
 - Check all City power for integrity and function along Main St, on the plaza, Confederate Park and in front of the Museum.
 - Check all City water sources for integrity and function along Main St, on the plaza, Confederate Park and in front of the Museum.
 - Have a city electrician on call for any power issues over the weekend.
 - Provide all barricades and signage needed to block roads and re-route traffic.
 - Provide in cooperation with Police use of large vehicles to block entrances to the festival from vehicle traffic.
 - Place handicap parking signs in designated lots.
5. Removal of all vehicles from City Hall after 5:00 p.m. closing on April 11, not including the area behind the jail reserved for police vehicles.
6. Approval to use the following outdoor areas owned by the City.
 - A. City Hall Parking Lots
 - B. Springs Park and Picnic Area behind City Hall – upon availability
 - C. J.O. Stephenson Ave from Main St. to Dallas St.
 - D. Little General Cloggers Lane (except for police entrance)
 - E. Cherokee St. from the Community House to Main St.
 - F. The Museum parking lot (front side).
 - G. Main St. from Summer St. to Lewis St.

- H. Watts Dr from Dallas St to Main St.
 - a. Leaving passive lane for police from Dallas St. to Little General Cloggers Lane.
 - b. The KBA will pay for staff of the passive barricade and allow Revival on Main residence to pass and park in their facility. KBA will create a bright parking pass to be distributed to Revival on Main residence and guests. The officer will be stationed 7 a.m.– 6 p.m. on April 12 & 10 a.m.– 6 p.m. April 13.
 - I. City Parking Lot adjacent to tunnel on Main St. (Main St Food court – Friday set-up)
 - J. Tunnel entrance/plaza off Main St. – City Stage
 - K. Parking spaces on Watts Dr and Main Street are adjacent to Revival on Main.
7. Approval of street closings:
- A. Beginning Friday, April 11 at 6:00 p.m. until Sunday, April 13 at 8:00 p.m.: J.O. Stephenson Avenue from Main St. to Dallas Street and Cherokee Street from Main Street to Shirley Drive/Big Shanty Drive; Watts Drive from Dallas St. to Main St.; Lewis St. from Dallas St. to Main St.
 - B. Beginning Saturday, April 12 at 6:00 a.m. until Sunday, April 13 at 8:00 p.m.: Main Street from Summer St. to Moon Station Rd.
8. In addition to these specific requests, we again seek the general assistance and support of the City of Kennesaw as a partner with the 2025 Kennesaw/Big Shanty Festival.



2025 Superior Plumbing Kennesaw/Big Shanty Festival Parade Route

The **parade route** will start at Adams Park – Park Dr.; right onto Main St.; right on Watts Dr., thru round-a-bout and right - back into Adams Park.





April 12 & 13

Sat., 10:00 a.m. - 6:00 p.m.
Sun., 12:00 p.m. - 5:00 p.m.

Over 150 Arts & Crafts
Delicious Festival Food
Entertainment Stage
Acoustic Music -
Main Street
Food Court

kennesawbusiness.org
 or 770-423-1330





Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: February 24, 2025
TITLE: **Minutes: February 10, 2025 Work Session**
Approval of the February 10, 2025, City Council work session minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-02-10 City Council Draft Work Session Minutes

**MINUTES OF CITY COUNCIL WORK SESSION MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

**Livestream: www.kennesaw-ga.gov/publicmeetings/
February 10, 2025
6:30 PM**

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Randall Bentley, Sr.
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1. Invocation

2. Pledge of Allegiance

3. Call to Order

Mayor Easterling called the meeting to order at 6:30 p.m.

4. Announcements

5. Presentations

A. Presentation: Cobb-Marietta Coliseum and Exhibit Hall Authority

Charlie Beirne, GM/CEO and Robb Turner, COO will discuss proposed Amended and Restated Galleria Operating and Funding Agreements.

Charlie Beirne, GM/CEO, and Robb Turner, COO, of the Cobb-Marietta Coliseum and Exhibit Hall Authority (the "Authority"), presented proposed amended and restated Galleria operating and funding agreements [See **Exhibit A**].

Mayor Pro Tem Ferris noted that Mableton and Marietta have not signed on to the amended and restated agreements yet. Mr. Turner stated the Authority does not expect either city to sign on, especially since Mableton is a new city.

Mayor Pro Tem Ferris asked about the funding formulas, specifically regarding the "share in Annual Excess Tax Payment distributions" and the "share in R&E Fund Cap distributions." Mr. Turner noted that if the Authority had residual left over from its receipts, it would be shared between the Authority, the County, and the Cities who have signed on, and it would be pro rata based on the contributions that the City has made.

Councilmember Jones asked if the City decides to sign on to the agreements, are the cities allowed to rent the space out for free. What is the benefit for the City of Kennesaw? Mr. Tuner said the Authority believes the benefit is the economic impact on the County overall as well as the jobs the Authority supports. Mr. Turner said there are no policies in place for the rental of space to cities.

Councilmember Orochena asked when the agreements are set to expire. Mr. Turner responded that the agreements will expire when the current and outstanding bonds are paid off, which is late 2026. The Authority is wanting to get the agreements extended so they can issue bonds this year for renovations.

6. Old Business

7. New Business

A. Resolution: Amended and Restated Galleria Convention Funding Agreement

Consideration for approval of a Resolution authorizing the execution of the amended and restated Galleria Convention Funding Agreement as presented by the Cobb-Marietta Coliseum and Exhibit Hall Authority.

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

B. Resolution: Amended and Restated Galleria Convention Operating Agreement

Consideration for approval of a Resolution authorizing the execution of the amended and restated Galleria Convention Operating Agreement as presented by the Cobb-Marietta Coliseum and Exhibit Hall Authority.

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

C. Resolution: Proposal for Depot Park Concrete Repairs

Consideration for approval of a Resolution accepting the proposal presented by Gay Construction Company.

City Manager Jeff Drobney stated this proposal is to repair the water line that was broken at Depot Park with the original contractor. The City would like to take care of this as quickly as possible since there are several events coming up in March.

Councilmember Jones mentioned that the water main break was due to the County. He asked if the County was going to cover the cost. Dr. Drobney said the City is going to try, but he does not expect the cost to be fully covered by the County. He would prefer having the original contractor do the work then to go to low-bid, which could take months.

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

8. Committee and Board Reports

9. Public Hearing(s)

A. Ordinance: 2025 Zoning Map

Consideration for approval of an Ordinance to adopt the 2025 Official Zoning Map for the City of Kennesaw. Case # MISC2025-01

Zoning Administrator Darryl Simmons presented the 2025 official Zoning Map for the City of Kennesaw. There were only two rezonings in 2024, which included 2573 Summers Street, rezoned from Light Industrial (LI) to Central Business District (CBD), and 3045 Cherokee Street, rezoned from R-15 Single Family Residential to CBD.

On February 5, 2025, the Planning Commission recommended unanimous approval, and the public hearing has been duly advertised.

10. Consent Agenda

A. Minutes: January 27, 2025 Special Called Public Hearing

Approval of the January 27, 2025 Special Called Public Hearing minutes (Intent to Opt Out of Statewide Homestead Exemption)

B. Minutes: January 27, 2025 Work Session

Approval of the January 27, 2025, City Council work session minutes

C. Minutes: February 3, 2025 Special Called Public Hearing

Approval of the February 3, 2025, Special Called Public Hearing minutes (Intent to Opt Out of Statewide Homestead Exemption)

D. Minutes: February 3, 2025, Regular Meeting

Approval of the February 3, 2025, City Council regular meeting.

11. General and Administrative

12. Public Safety

13. Information Technology

14. Public Works and Building Maintenance

15. Recreation and Culture

A. Road Closures: 2025 Events

Consideration for approval of road closures pertaining to the 2025 Kennesaw Grand Prix Series, Concert Series, and Salute to America.

Parks and Recreation Director Bill McNair presented the road closures pertaining to the 2025 Kennesaw Grand Prix Series and Concert Series. Assistant Parks and Recreation Director Elizabeth Weaver presented the road closures pertaining to Salute to America.

Mr. McNair stated the dates for the 2025 Kennesaw Grand Prix Series are on the following Saturdays: April 26, June 7, September 27, and October 25.

He noted that Main Street will be closed from Watts Drive to Cherokee Street from 6:00 a.m. – 10:00 a.m., and the following roads will be closed at Main Street from 6:00 a.m. – 10:00 a.m.: J.O. Stephenson Avenue, Cherokee Street, Lewis Street, Moon Station Road, Dallas Street, Whitfield Place, Park Drive, Knightsbridge Road, Paulding Street, Jiles Road, Rutledge Road NW, and Cathey Lane.

Kennesaw Police will be on-site to monitor traffic and allow cross traffic at Knightsbridge and Jiles Road while ensuring the safety of runners and walkers.

Additionally, Mr. McNair shared the dates for the 2025 Concert Series are on the following Saturdays: March 29, May 3, June 14, and September 20.

Road closures for these events include Cherokee Street from Big Shanty Drive to Main Street from 4:00 p.m. to 11:00 p.m. Further, the Depot Park parking lot will be closed by 10:00 p.m. the Friday night before each concert.

Ms. Weaver noted the following road closures from 1:00 p.m. to 12:00 midnight for the July 3rd Salute to America event: Main Street closed from Lewis Street to Summers Street, Cherokee Street from Big Shanty Drive to Main Street, J.O. Stephenson Ave. from Main Street to Dallas Street, and Watts Drive from Main Street to Dallas Street.

She mentioned that the parking lots at Tunnel Plaza and Main Street Eats will be closed 1:00 p.m. – 12:00 Midnight on Wednesday, July 3. Shirley Drive will be closed from Cherokee Street to Carruth Street from 6:00 a.m. – 11:30 p.m. for fireworks. The Depot Park parking lot will be closed Wednesday, July 3. Finally, the City Hall parking lot will close at 12:00 p.m. Wednesday, July 3 for employee parking.

Mayor Pro Tem Ferris mentioned they named four concert series dates and wondered when Parks and Recreation was going to announce the acts for those concerts. Ms. Weaver said the City is about 24-48 hours away from having the final contracts signed for the Concert Series and Salute to America. She hopes they will be able to announce the acts by the end of the week.

After receiving confirmation from the Council, Mayor Easterling suggested moving the item to the Consent Agenda for the regular meeting.

16. Community Development

17. Public Comments

18. City Manager's Report

A. Reports, Discussions, and Updates

19. Mayor's Report

- A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

20. Council Reports & Discussions

- A. **Consideration: Work Session Public Comment**

Consideration to approve the continuation of the public comment section for work sessions.

The Council agreed to keep the public comment section on the work session agendas.

- B. **Discussion: Water System Sale Reserve Account**

Requested by Councilmember Jones regarding the reserve account from the sale of the City of Kennesaw's water system and amount of interest accrued.

Councilmember Jones requested this discussion item because as he is looking at some of the upcoming infrastructure upgrades, he wanted to have some contingency plans regarding funding. He knew there was an account with dollars from the sale of the old water system, so Councilmember Jones was interested in learning more about it.

Dr. Drobney shared that the original water sale took place 20 years ago for \$12 million. The City took \$ 3 million from that sale and put that into the current Public Works building and other transportation related projects. There is \$9 million left. \$6.4 million is invested in the Georgia One Fund and \$2.6 million is with Raymond James. Dr. Drobney stated the interest comes back to us and goes into the General Fund Reserve, which in the last five years was about \$1.9 million. The interest builds the reserve, but keeps our bond rating high. At the time of the sale, the Council decided that the only way that money could be used is to put it on a referendum. The voters would have to decide whether or not to use those dollars.

After this discussion, the Council provided comments on their weeks.

Councilmember Jones has had a good week, but shared that his children are sick. We hope they feel better soon!

Councilmember Gutierrez went to Tennessee this week and was excited that the Eagles won the Super Bowl last night.

Councilmember Orochena was hoping that the Council would get to talk about scheduling a date for the Council Retreat. Mayor Easterling said a date hasn't been selected yet, but that it will be put on the next work session agenda.

Mayor Pro Tem Ferris shared he has a 1963 Chevrolet Pickup Truck that he has had since 1976. He has ignored it for the last several years and just recently started working on it again. It is a labor of love and frustrating to find parts for it that work!

Councilmember Jones also gave a shout out to the Kennesaw Police Department for their efforts in apprehending an individual who was entering into automobiles over the weekend.

Councilmember Viars spent time last week meeting with the Kennesaw Downtown Merchants. They are planning some fun programming for the Summer and Spring, and she is looking forward to it!

21. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

22. Adjourn

Mayor Easterling adjourned the meeting at 7:00 p.m. The regular meeting will be held on Monday, February 17, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

Lea Alvarez, City Clerk

DRAFT

City of Kennesaw

Amended and Restated Galleria Operating Agreement & Amended and Restated Galleria Convention Funding Agreement

Cobb-Marietta Coliseum & Exhibit Hall Authority
(January 2025)

The **Cobb-Marietta Coliseum & Exhibit Hall Authority** (“Authority”) is a body corporate and politic created in 1980 by a specific legislative enactment of the Georgia General Assembly.

The **Authority** was created to acquire, construct, improve, alter, repair, operate and maintain projects embracing buildings and facilities to be used for amusement, recreational, or educational purposes and for fairs, expositions, or exhibitions in connection therewith and to acquire and construct all property necessary or convenient for the purposes of such projects.

Governance

Seven members who are appointed from seven posts govern the Authority

- Post 1 – City of Marietta Mayor: The Honorable Steve Tumlin
- Post 2 – City of Smyrna Mayor: The Honorable Derek Norton
- Post 3 – Cobb County Chairwoman Appointee: Robert P. Voyles
- Post 4 – Cobb County Recreation Board Appointee: Joseph Atkins
- Post 5 – Cobb County Board of Commissioners Chairwoman: The Honorable Lisa Cupid
- Post 6 – Authority Board Appointee: Jerry Nix
- Post 7 – Authority Board Appointee: Connie Engel

Authority Venues

- Cobb Galleria Centre
 - 320,000 square foot multi-use convention facility
 - Opened for business on January 15, 1994
 - Over 23,500 events, estimated total attendance of 11.7 million
- Cobb Energy Performing Arts Centre
 - 2,750-seat performing arts venue
 - Opened for business on September 15, 2007
 - Over 3,600 performances/events, estimated total attendance of 3.6 million
- Galleria Specialty Shops (acquired in 1999 for future convention center expansion)
- ArtsBridge Foundation, Inc. (created in 2004, mission is arts education)
- Truist Stadium (owned, but not operated by the Authority)

Authority's Impact on Cobb County

- Acts as a catalyst that drives economic growth and development.
- Provides state-of-the-art venues for arts education, recreation, performing arts, entertainment, athletics, corporate, consumer, and social events.
- Improves the quality of life. Authority venues host the largest and most prestigious events in Cobb County, providing citizens with nearby first-class venues for events and performances.
- Acts as a driver for out-of-town visitation. Our trade shows fill tens of thousands of hotel room nights each year.
- Generates demand for labor and job creation.

Authority's Economic Impact

An Economic Impact Study for the Authority's venues is prepared annually by a third-party firm. The table below reflects key figures.

	Economic Impact - Fiscal 2023		Jobs Supported - Fiscal 2023	
	Cobb County	State of Georgia	Cobb County	State of Georgia
Cobb Galleria Centre	\$92,740,000	\$144,730,000	730	1,030
Cobb Energy Centre	18,140,000	24,690,000	140	180
	\$110,880,000	\$169,420,000	870	1,210

	Economic Impact	
	Cobb County	State of Georgia
Cobb Galleria Centre (1995-2023)	\$2,670,406,400	\$3,832,678,600
Cobb Energy Centre (2008-2023)	240,377,000	331,820,000
	\$2,910,783,400	\$4,164,498,600

Note - The state of Georgia Amounts include the Cobb County amounts.

Status of the Agreements

1991 - Authority, Cobb County, and cities entered into long term agreements whereby the governments agreed to remit all or a portion of the hotel/motel and liquor by the drink tax collections to the Authority to fund the convention center (service bond debt). ***These agreements expire when the related bond debt is fully paid.***

2023 - Cobb County, Smyrna, Kennesaw, Acworth, Austell, and Powder Springs agreed to terms to extend the agreements. Subsequent events then necessitated non substantive revisions to the agreements, and we felt it was appropriate to represent the terms and revised agreements for your approval.

2024 - Cobb County, Smyrna, Powder Springs, and Austell have signed revised agreements.

Without the funding source provided by extended agreements, the Authority cannot issue bonds for the renovation of the convention center and shops.

Funding Formula

Current Formula

- Payment of 62.5% of Hotel/Motel Tax (HMT) collected
- 40% of HMT paid returned to Kennesaw
- Collection fee paid to Kennesaw

Proposed Formula

- Payment of 62.5% of Hotel/Motel Tax (HMT) collected
- 40% of HMT paid returned to Kennesaw
- Collection fee paid to Kennesaw
- Share in Annual Excess Tax Payment distributions
- Share in R&E Fund Cap distributions

Hotel/Motel Tax

Under the revised agreements, Hotel/Motel Tax received by the Authority (Authority's bond trustee) is used for the following:

- Debt Service for bonds secured by those revenues
- Contractual amounts payable to county and cities
- Collection fees payable to county and cities
- Cobb Travel and Tourism Funding (per agreement)
- Annual Excess Tax Payments to county, cities, and Authority

Renovation Project

New bond proceeds will be used for the following:

- Renovation of Cobb Galleria Centre
 - The convention center, open since 1994, is in its 31st year
- Restoration and Expansion of Galleria Parking Decks
 - One structure, original to the building will be demolished and a new structure installed
- Redevelopment of Galleria Specialty Shops into Convention and Meeting Space

DRAFT

Thank You!

Names and Addresses will be disclosed in the Permanent Minutes of the
City of Kennesaw

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

**City Council Work Session
2/10/2025
Public Comment Sign-in**

Name

Address

Topic

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Item Report

TO: The Honorable Mayor and City Council
FROM: Lea Alvarez, City Clerk
DATE: February 24, 2025
TITLE: **Minutes: February 17, 2025 Regular Meeting**
Approval of the February 17, 2025, City Council regular meeting minutes.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. 2025-02-17 City Council Draft Minutes

**MINUTES OF CITY COUNCIL MEETING
CITY OF KENNESAW
Council Chambers
(2529 J.O. Stephenson Avenue, Kennesaw, GA 30144)**

**Livestream: www.kennesaw-ga.gov/publicmeetings/
February 17, 2025
6:30 PM**

Present	Mayor Derek Easterling Mayor Pro Tem Pat Ferris Councilmember Madelyn Orochena Councilmember Tracey Viars Councilmember Antonio Jones Councilmember Anthony Gutierrez City Clerk Lea Alvarez City Manager Jeff Drobney City Attorney Randall Bentley, Sr.
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1. Invocation

City Attorney Randall Bentley, Sr. led the Invocation.

2. Pledge of Allegiance

City Resident Andrew Bramlett led the Pledge of Allegiance.

3. Call to Order

Mayor Easterling called the meeting to order at 6:31 p.m.

4. Announcements

5. Presentations

6. Public Comment/Business from the Floor

6:31 p.m. Floor Open for Public Comments

No comments.

6:32 p.m. Floor Closed for Public Comments

7. Old Business

8. New Business

9. Committee and Board Reports

10. Public Hearing(s)

A. Ordinance: 2025 Zoning Map

Consideration for approval of an Ordinance to adopt the 2025 Official Zoning Map for the City of Kennesaw. Case # MISC2025-01

Assistant Zoning Administrator and Planner Chanelle Campbell presented an ordinance to adopt the 2025 Official Zoning Map for the City of Kennesaw. There were only two rezonings in 2024. Changes included the following: 2573 Summers Street, rezoned from Light Industrial (LI) to Central Business District (CBD), for the renovation and redevelopment of a vacant structure establishing a Sherwin Williams paint store, and 3045 Cherokee Street, rezoned from R-15 Single Family Residential to CBD, for the construction of a mixed-use development.

The public hearing was properly advertised in the Marietta Daily Journal on January 17, 2025.

Motion by Councilmember Viars to approve [Ordinance No. 2025-02](#) adopting the 2025 Official Zoning Map for the City of Kennesaw as presented. Seconded by Councilmember Jones.

6:32 p.m. Floor Open for Public Comments

No comments.

6:33 p.m. Floor Closed for Public Comments

Vote taken, motion unanimously approved 5-0. Motion passed.

11. Consent Agenda

A. Minutes: January 27, 2025 Special Called Public Hearing

Approval of the January 27, 2025 Special Called Public Hearing minutes (Intent to Opt Out of Statewide Homestead Exemption)

B. Minutes: January 27, 2025 Work Session

Approval of the January 27, 2025, City Council work session minutes

C. Minutes: February 3, 2025 Special Called Public Hearing

Approval of the February 3, 2025, Special Called Public Hearing minutes (Intent to Opt Out of Statewide Homestead Exemption)

D. Minutes: February 3, 2025, Regular Meeting

Approval of the February 3, 2025, City Council regular meeting.

E. Resolution: Amended and Restated Galleria Convention Funding Agreement

Consideration for approval of a Resolution authorizing the execution of the amended and restated Galleria Convention Funding Agreement as presented by the Cobb-Marietta Coliseum and Exhibit Hall Authority.

Resolution No. 2025-11

- F. **Resolution: Amended and Restated Galleria Convention Operating Agreement**
Consideration for approval of a Resolution authorizing the execution of the amended and restated Galleria Convention Operating Agreement as presented by the Cobb-Marietta Coliseum and Exhibit Hall Authority.

Resolution No. 2025-12

- G. **Resolution: Proposal for Depot Park Concrete Repairs**
Consideration for approval of a Resolution accepting the proposal presented by Gay Construction Company.

Resolution No. 2025-13

- H. **Road Closures: 2025 Events**
Consideration for approval of road closures pertaining to the 2025 Kennesaw Grand Prix Series, Concert Series, and Salute to America.

Motion by Councilmember Jones to approve the Consent Agenda engross. Seconded by Councilmember Gutierrez.

Vote taken, motion unanimously approved 5-0. Motion passed.

12. General and Administrative

13. Public Safety

14. Information Technology

15. Public Works and Building Maintenance

16. Recreation and Culture

17. Community Development

18. Public Comment/Business from the Floor

6:33 p.m. Floor Open for Public Comments

ANDREW BRAMLETT [City Resident]: Mr. Bramlett shared some local history regarding Mount Zion AME located on Wade Green Road near I-75 [See **Exhibit A**].

6:35 p.m. Floor Closed for Public Comments

19. City Manager's Report

A. Reports, Discussions, and Updates

Dr. Drobney shared that the bands for the 2025 Concert Series will be announced this Friday!

20. Mayor's Report

- A. Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

Motion by Mayor Pro Tem Ferris to reappoint Tavares Chambless to the License Review Board for a term ending December 2025 and Angelo Brown to the Kennesaw Sister Cities Commission for a term ending December 2026. Seconded by Councilmember Orochena.

Vote taken, motion unanimously approved 5-0. Motion passed.

Mayor Easterling announced the retirement of Finance Director Gina Auld. Assistant Finance Director Jennifer Gordy has been recommended for the position.

Motion by Councilmember Jones to ratify the appointment of Jennifer Gordy to Finance Director. Seconded by Councilmember Viars.

Vote taken, motion unanimously approved 5-0. Motion passed.

21. Council Reports & Discussions

Councilmember Gutierrez is navigating tax season filing jointly with his wife!

Mayor Pro Tem Ferris noted a couple of weeks ago, he was spoiled by the spring weather. He is not looking forward to how cold it will be this week.

Councilmember Jones wished his twins a happy first birthday!

Councilmember Orochena thanked the volunteers who showed up for Community Volunteer Day at Smith-Gilbert Gardens today. She is looking forward to several dance events this week. On Friday, at the Community Center, there are salsa lessons if anyone is interested!

Councilmember Viars wished a happy birthday to Chief Westenberger and Councilmember Jones' twins! She is looking forward to all the events we have ahead of us.

22. Executive Session

Pursuant to the provisions of O.C.G.A 50-14-3, the City Council could, at any time during the meeting, vote to close the public meeting and move to executive session to discuss matters relating to litigation, legal actions and/or communications from the City Attorney; and/or personnel matters; and/or real estate matters.

23. Adjourn

Mayor Easterling adjourned the meeting at 6:41 p.m. The next work session will be held on Monday, February 24, 2025, at 6:30 p.m. in the Council Chambers. The public is encouraged to attend.

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KENNESAW HISTORY

Mount Zion AME

There is conflicting information about when Mount Zion AME was founded, but it is still one of the oldest churches in Kennesaw. It is located on Wade Green Road near I-75. Some accounts say the church was founded in the late 1860s by Bishop Henry McNeal Turner, at one time one of the state's most important African American leaders.

Church member Alfred Jackson, however, mentioned in a 1987 oral history interview that the congregation may date back as far as the 1830s. According to Mr. Jackson, Turner used the church as a base to grow churches across the state in the 1870s and 1880s. A marker dedicated to Turner is just outside the historic sanctuary.

One of the few early newspaper accounts of the church comes from the August 7, 1915 *Atlanta Independent*. It mentioned that Rev. A. L. Henderson was leading a revival service, and raised over \$90.



Mt. Zion had a school building for local African American students. It was operated by the county, but owned by the church, and included the first through seventh grades. The oldest existing church building was built around 1910, and a newer building was built next door several decades later.

Mount Zion AME

Presented by Andrew J. Bramlett at the February 17, 2025,
City of Kennesaw Mayor & Council Meeting

Names and Addresses will be disclosed in the Permanent Minutes of the
City of Kennesaw

PLEASE MAKE SURE YOUR NAME IS LEGIBLE AND CLEAR

**City Council Meeting
2/17/2025
Public Comment Sign-in**

	Name	Address	Topic
1	<i>Andrew J. Brummett</i>	<i>2990 Summerfield Ct.</i>	<i>Local history</i>
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Item Report

TO: The Honorable Mayor and City Council
FROM: Bill Westenberger, Chief of Police
DATE: February 24, 2025
TITLE: **Crime Statistics: January 2025**
Consideration to accept the January 2025 Crime Statistics.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

1. M&C Report Jan 2025 PPT



January 2025 Crime Statistics

Group A Crimes	Jan, 2025	Jan, 2024	YTD 2025	YTD 2024
AGGRAVATED ASSAULT	6 (+4)	2	6 (+4)	2
INTIMIDATION	16 (+9)	7	16 (+9)	7
SIMPLE ASSAULT	17 (-7)	24	17 (-7)	24
HOMICIDE OFFENSES	0 (+0)	0	0 (+0)	0
SEX OFFENSES	3 (+0)	3	3 (+0)	3
KIDNAPPING	1 (+0)	1	1 (+0)	1
MOTOR VEHICLE THEFT	3 (+1)	2	3 (+1)	2
BURGLARY	3 (+0)	3	3 (+0)	3
ANIMAL CRUELTY	0 (+0)	0	0 (+0)	0
EMBEZZLEMENT	0 (-1)	1	0 (-1)	1
BRIBERY	0 (+0)	0	0 (+0)	0
ARSON	0 (+0)	0	0 (+0)	0
ROBBERY	0 (+0)	0	0 (+0)	0
FORGERY	4 (+3)	1	4 (+3)	1
EXTORTION	0 (-1)	1	0 (-1)	1
FRAUD OFFENSES	17 (+3)	14	17 (+3)	14
LARCENY/ THEFT OFFENSES	17 (-2)	19	17 (-2)	19
VANDALISM	7 (+1)	6	7 (+1)	6
STOLEN PROPERTY OFFENSES	3 (+1)	2	3 (+1)	2
DRUG/ NARCOTICS OFFENSES	35 (+12)	23	35 (+12)	23
PORNOGRAPHY/ OBSCENE MATERIAL	0 (-1)	1	0 (-1)	1
WEAPONS LAW VIOLATIONS	3 (-1)	4	3 (-1)	4
Total	135	114	135	114

	Jan, 2025	Jan, 2024	YTD 2025	YTD 2024
Auto Accidents	87 (-18)	105	87 (-18)	105
Accident W/ Injury	17 (+9)	8	17 (+9)	8
Hit and Run	9 (-7)	16	9 (-7)	16
Hit and Run W/ Injury	0 (+0)	0	0 (+0)	0
Person Hit by Auto W/ Injury	1 (-1)	2	1 (-1)	2

	Jan, 2025	Jan, 2024	YTD 2025	YTD 2024
Dispatched Calls for Service	695 (-16)	711	695 (-16)	711
Self-Initiated Activity	1348 (+409)	939	1348 (+409)	939
Traffic Citations	576 (-1)	577	576 (-1)	577
Traffic Warnings*	788 (+323)	465	788 (+323)	465
Arrests**	86 (+1)	85	86 (+1)	85

* Warnings do not include verbal warnings

** Arrests do not include juvenile arrests



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: February 24, 2025

TITLE: **Resolution: 2025 Community Development Block Grant (CDBG) Subrecipient Agreement**
 Consideration for approval of a Resolution authorizing the subrecipient agreement for use of Community Development Block Grant (CDBG) funds between Cobb County and the City of Kennesaw.

Summary:

The Cobb County Board of Commissioners has appropriated \$117,446.00 for the City of Kennesaw's continuation of the Community Development Block Grant (CDBG) program. This grant will be used for new sidewalk installation in Woodland Acres subdivision. Before the funds can be awarded, the City must execute a Subrecipient Agreement with Cobb County that stipulates the City will comply with the responsibilities outlined for the CDBG program.

Recommendation:

The Public Works Director recommends approval.

Fiscal Impact:

Attachments:

1. RES 2025 - CDBG Subrecipient Agreement
2. Subrecipient Agreement

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-____, 2025

**RESOLUTION AUTHORIZING SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS BETWEEN COBB
COUNTY AND CITY OF KENNESAW COBB COUNTY SUBRECIPIENT
AGREEMENT NO. CD25-C25C3-F, HUD GRANT NO. B-25-UC-13-0002**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, Cobb County has received a Program Year 2025 Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act (HCDA) of 1974, as amended, HUD grant number B-25-UC-13-0002; and

WHEREAS, Cobb County Board of Commissioners has appropriated \$117,446.00 for the City of Kennesaw's use, Cobb County Subrecipient Agreement No. CD25-C25C3-F; and

WHEREAS, the Subrecipient Agreement must be executed for the City to receive these funds.

NOW, THEREFORE BE IT RESOLVED the City of Kennesaw authorizes the Mayor to execute the Subrecipient Agreement for Community Development Block Grant funds.

PASSED AND ADOPTED at a regular meeting of the Kennesaw Mayor and Council on this ____ day of March, 2025.

ATTEST:

CITY OF KENNESAW:

Lea Alvarez, City Clerk

Derek Easterling, Mayor



COBB COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT AGREEMENT PROGRAM YEAR 2025

CITY OF KENNESAW

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PY2025
COBB COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT

NAME OF SUBRECIPIENT: **CITY OF KENNESAW**

SUBRECIPIENT AGREEMENT (CONTRACT) NUMBER: **CD25-C25C3-F**

HUD GRANT NO: **B-25-UC-13-0002**

THIS AGREEMENT, made and entered into on the 1st day of January 2025 by and between Cobb County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners [BOC], hereinafter referred to as the "County", and City of Kennesaw, a CDBG subrecipient organization (either a participating municipality in the Cobb County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Cobb County, Georgia, and serving CDBG-eligible residents of Cobb County;

WITNESSETH:

WHEREAS, Cobb County has received a Program Year [PY] 2025 Community Development Block Grant [CDBG], hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act [HCDA] of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, a total of **\$117,446.00 (Infrastructure Improvements)** from Program Year 2025 CDBG funds has been appropriated by the Cobb County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG-eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Attachment A; with the Scope of Services provided in Attachment B; with any amendments to this Agreement, included as Attachment C; with the Lease Agreement requirements included as Attachment E, if applicable; with the property use requirements included as Attachment F, if applicable; with the HUD regulations included as Attachment G; and, with the Subrecipients CDBG Application included as Attachment H;

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

Item 1. Use of Funds

The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Cobb County CDBG Program Office shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. **CDBG funds provided through this Agreement must be fully expended no later than December 31, 2025.**

Item 2. Duration of Agreement

The duration of the Subrecipient Agreement is as follows:

Agreement Effective Date	1/1/2025
Deadline for Expenditure of Funds	12/31/2025
Agreement Termination Date	12/31/2025
Deadline for Receipt of Final Reimbursement Request	1/31/2026

Item 3. Uniform Administrative Requirements

The Uniform Administrative Requirements, as promulgated in [2 CFR Part 200], shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

Other Program Requirements

The Subrecipient shall comply with all the requirements of 24 CFR § 570.600 - 570.614, as applicable to the Subrecipient's activity(s) to include: §570.603 Labor standards; §570.604 Environmental standards; §570.605 National Flood Insurance Program.; §570.606 Displacement, relocation, acquisition, and replacement of housing; §570.607 Employment and contracting opportunities; §570.608 Lead-based paint; §570.609 Use of debarred, suspended or ineligible contractors or subrecipients; §570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards; §570.611 Conflict of interest; §570.612 Executive Order 12372; §570.613 Eligibility restrictions for certain resident aliens; §570.614 Architectural Barriers Act and the Americans with Disabilities Act.

Item 4. Subrecipient's Obligation

The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Attachment A of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Attachment A, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.

Item 5. Compliance with all CDBG Regulations at 24 CFR §570

The Subrecipient shall comply with all the applicable requirements of 24 CFR §570 [CDBG Regulations] and OMB Circular 2 CFR §200, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. Upon request, the referenced documents are also available from the Cobb County CDBG Program Office.

Item 6. Record Keeping/Reporting

Every Subrecipient is required to establish and maintain **at least three major categories** of records:

Administrative records: These are files and records that apply to the overall administration of the Subrecipient's CDBG activities. They include the following:

- Subrecipient Agreement
- Agreement Amendment (*if applicable*)
- Budget Revisions (*if applicable*)
- Notice to Proceed
- Grant Application for Funding
- Environmental Review must be completed by the CDBG Program Office prior to commencing project (*if applicable*)
- Project Eligibility Documentation (Provided by CDBG Program Office for CDBG Projects)
- CDBG Program Office Communications

Financial records: These include the chart of accounts, a manual on accounting procedures, accounting journals and ledgers, source documentation (purchase orders, invoices, canceled checks, etc.), procurement files, bank account records, financial reports, audit files, etc.

The Subrecipient shall maintain financial records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR § 200.302 (3) and 24 CFR § 570.490, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Cobb County CDBG Program are specified in Item 22 of this Agreement.

Project/case files: These files document the activities undertaken with respect to specific individual beneficiaries, income, property owners, and/or properties.

For limited clientele (including "Direct Service" and "Presumed Benefit") activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. **These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Attachment J, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five (5) year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Attachment B, "Scope of Services."** The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

File Organization and Maintenance

Subrecipient should structure its project/case files and other records to comply with the general **CDBG standard for record keeping** which that records must be *accurate, complete and orderly*. Records should demonstrate that each activity undertaken meets one of the **National Objectives** for the CDBG program (24 CFR § 570.208 and particularly the record-keeping requirements at § 570.506(b) (1) - (12)) as reflected in Attachment J of this Agreement. All Subrecipient must comply with 24 CR § 5.609: Annual Income to determine the anticipated annual income of all adults in the household in accordance with the Part 5 definition of annual income.

Case File Organization

Subrecipient case files should include at minimum:

- ☐ Client File Checklist-Public Services
- ☐ Consent And Authorization To Disclose Information
- ☐ CDBG Monthly Expenditure Report
- ☐ CDBG Monthly Services Report
- ☐ Environmental Review Request Form
- ☐ Disclosure Of Information On Lead-Based Paint and/or Lead-Based Paint Hazards
- ☐ VAWA Lease Addendum
- ☐ Income Calculation Form
- ☐ Self-Declaration of Income
- ☐ Declaration of Zero Income
- ☐ Self-Employment Certification
- ☐ Non-Real Property Inventory
- ☐ Documents Required for Reimbursement
- ☐ Reimbursement Cross Check Form
- ☐ Budget Revision Request Form

Documents should be placed in order of checklist. Each project should have a separate case file.

Documenting Eligibility (see Client File Checklist-Public Services)

Retention of Records

All accounting records, reports, and evidence pertaining to all costs, expenses and the CDBG funds of Subrecipient and all documents related to this Agreement shall be maintained and kept available at the Subrecipient's office or place of business for the duration of the Agreement and thereafter for five (5) years after completion of an audit in conformity with the CDBG regulations. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which the County or any other governmental agency takes exception, shall be retained beyond the five (5) years until complete resolution or disposition of such appeals, litigation claims or exceptions.

Item 7. Funding

The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.

Item 8. "Hold Harmless"

The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

Item 9. Procurement

The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with **2 CFR §200.320**.

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in 2 CFR §200.320, [as applicable] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this

Subrecipient Agreement shall be returned to the County for signature by the Chairwoman of the Cobb County Board of Commissioners.

The Subrecipient shall prepare, or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the procurement requirements described below:

2 CFR § 200.320 Methods of procurement to be followed. The Subrecipient must use one of the following methods of procurement:

(a) Procurement by micro-purchases (\$3,000 or less). Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67 Micro-purchase). To the extent practicable, the Subrecipient must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Subrecipient considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold (\$150,000). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c) (1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The Subrecipient must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The Subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Subrecipient or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the Subrecipient; or

(4) After solicitation of a number of sources, competition is determined inadequate.

Item 10. Property Acquisition and Relocation Services

The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years). [Lease requirements are addressed in Item 11 of this Agreement]. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and of the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding assistance, the requirements of 24 CFR Part § 570.505 governing change of use and/or property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Attachments B, D, E, and/or F.

Item 11. Real Property / Non-Real Property [Non-Expendable] Continued Use

The following standards shall apply to real property/non-real property (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:

A. Change in Real Property Status:**1. Sale of Property:**

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership [title] to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership [title] to another entity that **does not continue** to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, prior to such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers the ownership [title] to the property at a point in time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

2. Change in Use of Property:

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

- (a) If the Subrecipient proposes to change the use of the property to an activity **that meets** a CDBG National Objective and is an eligible CDBG activity, the County will **not** require the Subrecipient to repay funds to the County's CDBG Program.

However, prior to such change in use the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice and opportunity to comment on the proposed change in use, as required by 24 CFR § 570.505.

- (b) If the Subrecipient proposes to change the use of property to an activity that **does not meet** a CDBG National Objective or is not an eligible activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market share of the property as adjusted for non-CDBG funds.

However, prior to such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

- (c) If the Subrecipient proposes to change the use of the property at a point-in-time five [5] years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.

B. The Subrecipient shall inform the County, in writing, 30 calendar days prior to any modification or change in the use of real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition.

C. Any Program Income generated from the disposition or transfer of property prior to or subsequent to the closeout, change of status or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.

D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity which is to be carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Attachment E. Said lease agreement must contain, at a minimum, the following items and any other items determined by the County to be applicable to the specific lease:

1. The beginning and ending dates of the lease (at least 15 years to be eligible for CDBG funding assistance (applicable for new acquisition activities only)).

2. Identification of the parties to the lease; i.e., the Lessor shall be the County and the Lessee shall be the Subrecipient.
 3. Identification of the precise land parcel(s) and/or structure(s) which constitute the subject of the lease.
 4. Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
 5. A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
 6. The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
 7. The lease must contain a maintenance of property statement indicating that the property(s) and/or structure(s) which is the subject of the lease agreement will be maintained in conformance with all applicable Federal, State, and Cobb County rules, regulations, and requirements.
 8. The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and to this Subrecipient Agreement.
 9. The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.
 10. The lease must contain an indemnification statement, as specified by the County.
 11. The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
 12. The lease may contain special conditions unique to the specific lessor/lessee circumstances and/or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease (minimum 15 years) must be executed which meets the standards specified above in Section A. However, prior to execution of said lease, the County must approve the form and content of the Lease Agreement to ensure its compliance with the terms of this Agreement.
- F. Private non-profit subrecipient organizations must also execute a real property use document(s) with the County, if required by the County. Such a document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG Program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Attachment F.

Item 12. "Force Account" Work

The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.

Item 13. Wage Rates

The CDBG Program Office shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the CDBG Program Office prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The CDBG Program Office will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

Item 14. Contracting with Small or Minority/Women Owned Businesses

It is national policy that recipients take those steps necessary to ensure that minority business enterprises (MBE), women's business enterprises (WBE) and labor surplus area firms are used whenever possible. Thus, recipients are encouraged to adopt policies and procedures that will promote the use of small, minority, women-owned, labor surplus area and local businesses (hereafter referred to as "MBE/WBE firms") as sources for supplies, equipment, construction and professional services.

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Item 15. "Section 3" Clause**A. Compliance**

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR § 155, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 155 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Item 16. Environmental Clearance

The CDBG Program Office shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, in a timely manner, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review process conducted by the CDBG Program Office. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CDBG Program Office of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County's determination to proceed with, modify, or cancel the projects/activities based on the results of a subsequent environmental review.

THE SUBRECIPIENT MAY NOT OBLIGATE OR EXPEND ANY FUNDS PROVIDED THROUGH THIS AGREEMENT UNTIL THE COUNTY PROVIDES TO THE SUBRECIPIENT A "NOTICE TO PROCEED," WHICH SHALL REPRESENT, IN PART, THE COMPLETION OF THE ENVIRONMENTAL REVIEW PROCESS, AND THE NOTICE FOR RELEASE OF FUNDS BY HUD FOR THE PROJECTS/ACTIVITIES IDENTIFIED IN THIS AGREEMENT.

Item 17. Technical Assistance

The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures and project management. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.

Item 18. Review Authority

The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.

Item 19. Agreement Amendment(s)

This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Attachment C, which will be attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendment shall be submitted in writing form to the Cobb County CDBG Program Office in a format prescribed by the CDBG Program Office. If an amendment to the Cobb County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

Item 20. Effective Date and Termination Date

The effective date of this Agreement is the date specified on Page 4 of this Agreement. The termination date of this Agreement is December 31, 2025.

Item 21. Program Income

Subrecipients can generate program income from client fees charged to its program participants. If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR § 570.504(c) shall apply, as well as the following specific stipulations:

- A. The Subrecipient acknowledges, by the executing this Agreement, the Subrecipient shall **report monthly all program income** (as defined at 24 CFR § 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. When CDBG program income is generated by an activity that is only partially assisted with CDBG funds (i.e., other funds were also used to carry out the project activity), the program income shall be prorated to reflect the percentage of CDBG funds used and deducted from the Subrecipients monthly reimbursement request.
- B. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand.
- C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.

- D. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, and/or instructions.

CALCULATING THE PERCENTAGE OF CDBG INVESTMENT

Subrecipient's Operating Budget Divided by CDBG Grant Award Equals the Investment Percentage

EX: \$318,222 (Op. Budget) ÷ \$25,000 (Grant) = 13% (Investment)

CALCULATING CDBG EARNED INCOME

Monthly Income Earned from Client Fees Multiplied by the CDBG Investment Percentage Equals the *Amount of CDBG Earned Income*

EX: \$4,784 (Fees) x 13% (Investment) = \$609.00 (CDBG Earned Income)

Note: The Subrecipient should calculate the CDBG earned income and deduct that amount from the monthly reimbursement request.

REPORTING EARNED INCOME

The Subrecipient should submit a monthly Profit/Loss Statement documenting earned income with monthly reimbursement request.

Item 22. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The Office of Management and Budget (OMB) released new guidance on *Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. As described in 2 CFR §200.110 Effective/applicability date, this part supersedes the following OMB guidance documents and regulations under Title 2 of the Code of Federal Regulations contained in OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133.
- B. Subrecipients shall comply with the following audit requirements as listed in 2 CFR § 200.501.

§200.501 Audit requirements.

(a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Subrecipients and Contractors.* An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit subrecipient.* Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award

audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

C. Cobb County audit standards:

Because Cobb County is responsible for any grant funds provided to all participating cities and other subrecipients, any organization or city which expends a total of CDBG funds between \$0.00 and \$750,000.00 in any fiscal year from this agreement must have an audit of those funds performed annually, or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) The Subrecipient shall have an annual audit conducted by a qualified auditor in keeping with the standards of OMB Circular 2 CFR § 200.501, Audits of States, Local Governments and Nonprofit Institutions, and a copy of the audit findings, or independent auditor's statement, shall be submitted to the Cobb County CDBG Program Office, ATTN: CDBG Coordinator, within 120 days of the end of the Subrecipient's fiscal year;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above that person that prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by the Executive Director or a member of the governing board;
- 3) Requests for reimbursement submitted to the County shall attach a copy of the appropriate invoice and canceled check for each expense for which reimbursement is being requested. If bank checks are not returned to the Subrecipient, a copy of the bank statement identifying the check may be substituted for the check;
- 4) Cobb County shall periodically perform program reviews of Subrecipient financial records, generally at least once during the period covered by this Agreement. This review will, at a minimum, include procedures to verify documentation of expenditures requested in one or more reimbursement requests;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Cobb County that these reportable conditions exist; and
- 6) If the Subrecipient receives only CDBG funds and no other Federal funds, and if the total CDBG funds received is less than \$25,000, the Subrecipient may indicate by checking and signing here that the Subrecipient is requesting authority from Cobb County to submit a separate schedule covering CDBG funds within the General Audit of the Subrecipient.

Subrecipient, herein, requests authority to submit separate CDBG schedule as a part of its General Audit:

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less

information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Cobb County.

The Subrecipient further agrees to send one copy of the independent auditor's report or its financial statements to the County within 120 days following the close of the Subrecipient's fiscal year.

Item 23. Performance

The subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in **Attachment B [Scope of Services]**. **Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.**

Item 24. Disputes, Default, and Termination

If the Subrecipient fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of the Agreement (as amended), and more particularly if the entity refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in Item 2 of this Agreement, such a determination being made by the CDBG Program Office, the Subrecipient shall be in default and notice in writing shall be given to the entity of such default by the CDBG Program Office. If the entity fails to cure such default within such time as may be required by such notice, the CDBG Program Office may at its option terminate and cancel the contract. In the event of such termination, all grant funds awarded to the entity pursuant to this agreement shall be immediately revoked and any approvals related to the projects described in this agreement shall immediately be deemed revoked and canceled. In such event, the Subrecipient will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this agreement, as the grant funds will no longer be available for these projects. Such termination shall not effect or terminate any of the rights of the CDBG Program Office as against the entity then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CDBG Program Office under the law and the note and mortgage (if in effect), including but not limited to compelling the entity to complete the project in accordance with the terms of this agreement, in a court of equity.

Item 25. Suspension and Termination

In accordance with 2 CFR Part 200 Subpart D §338-339, Cobb County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR Part 200 Subpart D §339, this Agreement may also be terminated for convenience by either Cobb County or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, and Cobb County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.

This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain unobligated or unspent upon such date of termination shall automatically revert back to the County.

Item 26. Repayments

Any CDBG funds invested in activities that does not meet the applicable CDBG eligibility requirements, or in the event a project is deemed ineligible, or terminated before completion, either voluntarily or otherwise, all funds must be repaid to the Cobb County CDBG Program Office by the Subrecipient within 30 days of notification by the CDBG Program Office. If Cobb County is no longer a CDBG Program participating jurisdiction when the repayment is made, the funds must be remitted to HUD.

Item 27. Use of CDBG funds by Faith Based Organizations

A. ELIGIBLE & INELIGIBLE USES:

1. A subrecipient organization **may not** use direct CDBG funds to support inherently religious activities, such as worship, religious instruction, or proselytization. If the participating organization engages in these activities, the activities must be offered separately, in time or location, from the programs or services directly funded with HUD assistance, and participation must be voluntary for the beneficiaries of the HUD-funded program or service.
2. Faith Based organizations may use space in their facilities to provide HUD funded services, without removing religious art, icons, sculptures, or other religious symbols. In addition, a faith based organization may retain religious terms in its organizations name,

- select its board members on a religious basis, and include religious references in its organization mission statements and other governing documents.
3. Faith Based organizations that participate in a HUD sponsored program, **shall not**, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, or religious belief.
 4. Faith-Based organizations **cannot use** CDBG funds for the acquisition, construction, or rehabilitation of structures to the extent those structures are used for inherently religious activities. **However, HUD funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under the specific HUD program.** In the event a structure is used for both eligible and inherent religious activities, HUD funds **may not exceed the cost of the portion of the acquisition, construction, or rehabilitation that are attributable to eligible activities.**

Item 28. Recognition of Cobb County Board of Commissioners and the CDBG Program Office

The Subrecipient shall ensure that the Cobb County CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD are provided proper recognition for the following types of activities.

1. All CDBG Public Facilities and Capital Public Services Projects will affix proper signage in a prominent position inside/outside of its administrative offices and outside of all Project Sites which includes language recognizing the role the CDBG Program, the Cobb County Board of Commissioners, County Manager, and HUD have provided.
2. Provide the CDBG Program Office, the Cobb County Board of Commissioners, and the County Manager with adequate lead time to assist in the planning and implementation of any Groundbreakings, Dedication Ceremonies, and Special Events [i.e., Cobb County Celebration of National CD Week] in Projects funded in whole or in part with CDBG funds.
3. Copies of all reports, newspaper feature stories and articles, brochures, newsletters, advertisements, and other published materials shall contain statements which provide adequate recognition of the support provided by the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD in the funding assistance provided to the Subrecipient.
4. Attend and/or hold such meetings, hearings, and related gatherings as the CDBG Program Office, the Cobb County Board of Commissioners, the County Manager, and HUD require.

Item 29. Allowable Costs for Pre-Award

The CDBG/HOME Pre-Award process, allows subrecipients to incur costs prior to the receipt and execution of future years Subrecipient Agreements. The subrecipient must **"front-end"** all costs related to the pre-award amount incurred for the activity mentioned herein this agreement.

Cobb County will reimburse the subrecipient annually upon allocation and receipt of the current year CDBG and/or HOME entitlement award. Please understand that Cobb County will reimburse the subrecipient only if Congress continues to appropriate CDBG and/or HOME funds at the current funding levels and if the project continues to meet all CDBG and/or HOME requirements.

Item 30. Reimbursement Process

Cobb County utilizes a "reimbursement process" for all subrecipients participating in the CDBG, HOME & ESG Programs. All Program funds will be paid by Cobb County to subrecipients upon submission of acceptable payment documentation to the Cobb County CDBG Program Office by the subrecipient in a timeframe required by the Cobb County CDBG Program Office. **Subrecipients cannot hold request for reimbursements for more than two months.** Reimbursement payments by the CDBG Program Office will be made using the normal 30-day payment schedule for all subrecipient disbursements.

In no case will Cobb County reimburse any portion of any cost determined to be ineligible under this Agreement or under CDBG regulations, regardless of any mistaken determination of eligibility at the time the costs were incurred, nor will Cobb County reimburse any cost which has been or will be reimbursed from another source.

The Cobb County CDBG Program Office may require the submission of subrecipient's client files, via a desk audit, prior to approving any reimbursement request. Any findings of non-compliance identified during the desk audits may result in a delay in processing payments and/or may result in nonpayment of ineligible program expenses.

Submit Reimbursement requests to cobbcdbgpayers@cobbcountycdbg.com

Item 31. Conflict of Interest

A conflict of interest situation is defined as one in which an employee, officer or agent or any member of his/her immediate family, or his/her partner or an organization that employs or intends to employ any of the aforementioned, has a financial or other interest in the selected contractor. A person who may potentially receive benefits from a CDBG/HOME assisted procurement activity shall not participate in the decision making process. These provisions are effective for the length of their tenure and for one (1) year thereafter if they have exercised any functions or responsibilities with respect to the federally funded activity or are in a position to participate in the decision making process or gain inside information related to such activity. Recipients must adopt guidelines to ensure that each procurement decision is free from actual, potential or an appearance of conflict of interest.

Per 2 CFR §200.318(c)(1), the guidelines must include a written code of standards of conduct which govern the performance of its officers, employees or agents who engage in the award and administration of contracts supported by federal funds. The following items must be included.

- No employee, officer or agent of the recipient shall participate in the selection, award or administration of a contract supported by federal funds if there is a real or an appearance of conflict of interest.
- The subrecipient's officers, employees or agents may not solicit or accept gratuities, favors or items of monetary value from contractors, potential contractors or sub-recipients. However, a recipient may include additional guidance for situations when the financial interest is insubstantial or an unsolicited gift is of nominal value.
- To the extent allowed by state or local laws and regulations, such standards of conduct shall provide for penalties, sanctions or disciplinary actions for violations.
- The Subrecipient may provide for additional prohibitions.

In addition to procurement and contracting, conflict of interest regulations covers other activities funded by CDBG:

- Acquisition and disposition of real property.
- Recipient or sub-recipient assistance to individuals, businesses or other private entities for rehabilitation, preservation or other improvements of private properties or facilities.
- Grants, loans or other assistance provided to businesses, individuals or other private entities such as neighborhood based organizations, small business investment companies and local development corporations engaged in special economic development activities.
- These provisions apply to the following:
 - any person who is an employee, agent, consultant, officer, elected official or appointed official
 - of the recipient;
 - any member of the above mentioned parties' immediate family;
 - a partner of the above mentioned parties;

Item 32. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Item 33. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding

of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

Item 34. Insurance

Subrecipient shall furnish Cobb County insurance certificates from its workers compensation insurance carrier certifying that it carries such insurance and that the policy shall not be canceled nor the coverage reduced thirty (30) days' notice thereof has been given in writing to the Cobb County CDBG Program Office at the address specified in this Agreement.

Subrecipient shall obtain, at its sole cost, a comprehensive general liability and auto insurance policy or policies insuring against liability for any and all claims and suits for damage or injuries to persons or property resulting from or arising out of operations of Subrecipient, its officers, agents, or employees. Said policy or policies of insurance shall provide coverage for both bodily injury and property damages in not less than the following minimum amounts: One Million Dollars (\$1,000,000) combined single limit or its equivalent. Said policy or policies shall also contain a provision that no termination, cancellation or change of coverage of any insured or additionally insured shall be effective until thirty (30) days' notice thereof has been given in writing to the Cobb County CDBG Program Office at the address specified in this Agreement, and maintain for the period covered by this Agreement, a policy or policies of general liability insurance or certificate of such insurance, satisfactory to the County naming Cobb County as an additional insured.

Subrecipient shall give the County prompt and timely notice of any claim made or suit instituted. Subrecipient shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance, which in its own judgement may be necessary for its proper protection in the prosecution of the work.

Item 35. Registration

Subrecipient agrees to maintain a current registration in the federal System Award Management ("SAM") database (<http://www.sam.gov>) pursuant to the Federal Funding Accountability and Transparency Act, P.L. 109-282, as amended by section 6202(a) of P.L. 110-252. If Subrecipient is not currently registered, it must do so within ten (10) days of the date Subrecipient executes this Agreement. A Dun and Bradstreet Data

Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is required for registration. Subrecipient shall also provide proof of registration within fourteen (14) days of the Effective Date.

Item 36. BUILD AMERICA, BUY AMERICAN (BABA) - Construction Materials (FAR 52.225-9) (November 15, 2021)

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 7090152 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The BABA preference for American materials and products applies to all spending on infrastructure projects by Federal agencies, including HUD.

(a) Definitions. As used in this clause—

Commercially available off-the-shelf (COTS) item—

Covered Materials includes the following when used in connection with an Infrastructure Project: (A) all iron and steel; (B) all Manufactured Products; and (C) all Construction Materials.

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at Federal Acquisition Regulation (FAR) 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) **Infrastructure** is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).

(3) **Infrastructure Project.** The term "infrastructure project" is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

(4) **Iron and Steel Products.** The term "iron and steel products" is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.

(5) Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

(6) Made in America Office. The term "Made in America Office" or "MIAO" means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.

(7) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(8) "Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

(9) Cost of components means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

(10) Domestic construction material means—

(1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both-

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if—

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or

(B) The construction material is a COTS item; or

(2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

Fastener means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

Foreign construction material means a construction material other than a domestic construction material.

Foreign iron and steel means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

Steel means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

Not Listed Construction Materials. The term "not listed construction materials" refers to the category of construction materials that are subject to the BAP, but not included in HUD's specifically listed construction materials, as defined in the Phased Implementation Waiver. This includes:

- i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
- ii. glass (including optic glass); and
- iii. drywall.

HUD's Phased Implementation Schedule

While BABA became effective on May 14, 2022, HUD has published a series of waivers to allow for a phasing-in of the BAP with respect to HUD's FFA programs. Specifically, HUD has waived application of the BAP until the below effective dates depending on the program and the product listed in HUD's Phased Implementation Waiver. Please refer to HUD's Phased Implementation Schedule below. For Tribal Entities receiving FFA from HUD, HUD has waived the application of the BAP through May 22, 2023.

Program	FY23 Q1	FY23 Q2	FY23 Q3	FY23 Q4	FY24 Q1	FY24 Q2	FY24 Q3	FY24 Q4	FY25 Q1
CDBG Formula Grants	● 11/15/22 Iron and steel					FY24 Obligation Date (Varies) Construction materials – Specifically-Listed		FY25 Obligation Date (Varies) Construction materials – Not Listed Manufactured products	
Healthy Homes*		● 1/22/23 Iron and steel						● 8/23/24 • All construction materials • Manufactured products	
Recovery Housing Program ("RHP") Grants				● 8/23/23 Iron and steel		FY24 Obligation Date (Varies) Construction materials – Specifically-Listed		FY25 Obligation Date (Varies) Construction materials – Not Listed Manufactured products	
All other HUD FFA**					● 1/22/24 Iron and steel			● 8/23/24 • All construction materials • Manufactured products	
HOME***								● 8/23/24 • Iron and steel • All construction materials • Manufactured products	

*Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants
 **All other HUD FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects
 ***HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects

(End of Clause)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

For City of Kennesaw:

Signature of Authorized Person

Typed or printed name and title

Date of Signature

Attest: _____
Signature

Typed or printed name and title

Date of Signature

Date Approved by Subrecipient Governing
Body: _____

Imprint Subrecipient Corporate Seal Here:

For Cobb County:

Lisa Cupid, Chairwoman
Cobb County Board of Commissioners

Date of Signature

Attest: _____
County Clerk's Office

Date of Signature

Kimberly Roberts, Managing Director
Cobb County CDBG Program Office

Date of Signature

Board Action Date: _____

Approved As To Form:

Cobb County Attorney's Office

See Also Attachments

ATTACHMENT A
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR §570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Cobb County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Cobb County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR §570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR §570.606;
- (m) It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
- (n) To the best of its knowledge and belief:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph l;
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance: **Location TBD**

It will comply with the other provisions of the Act and with other applicable laws.

Signature - Subrecipient Chief Elected Official or Board Chair

Typed Name - Subrecipient Chief Elected Official or Board Chair

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Title - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Date of Attesting Person's Signature

INSTRUCTIONS CONCERNING LOBBYING, DRUG-FREE WORKPLACE, AND DEBARMENT AND SUSPENSION REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1552, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act OF 1988 [42 USC 701], as set forth at 24 CFR Part 21.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR § 1508.11 through 1508.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

7. Subrecipients shall comply with the government-wide non-procurement debarment and suspension requirements in 2 CFR Part 2424. These government-wide requirements restrict subcontractors and contractors with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.

ATTACHMENT B

SUBRECIPIENT'S SCOPE OF SERVICES AND BUDGET

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **CITY OF KENNESAW**

<u>Activity Name(s):</u>	<u>Activity Number:</u>	<u>Amount:</u>
Infrastructure Improvements	CD25-C25C3-F	\$117,446.00

The total PY 2025 CDBG budget for this activity shall not exceed a total of **\$117,446.00**. The Agreement shall be effective on the date specified on Page 4 of this Agreement and terminate on December 31, 2025, unless extended by the CDBG Program Office. The activity shall be completed by December 31, 2025. After that date, Cobb County reserves the right to recapture the funds for use on other eligible projects. Reporting requirements shall continue until December 31, 2030.

Scope of Work: The City's Infrastructure Improvement Project will be determined after the Program Year starts.

GENERAL REQUIREMENTS:

Budget Modifications

Subject to written approval from the CDBG Program Office, Subrecipients may transfer funds between approved budget line items during the grant year. However, the CDBG Program Office will only accept budget modification requests once a quarter for each Subrecipient, ***for a maximum of four (4) requests per program year.***

Activity Delivery Costs/Direct Costs

Activity Delivery Costs/ Direct costs - are those costs that can be directly assigned to eligible CDBG activities under the funded program relatively easily with a high degree of accuracy. These costs are allowable costs incurred for implementing and carrying out eligible CDBG activities. The activity delivery costs cover the costs of staff directly carrying out the activity in addition to equipment and supplies that are necessary for successful completion of the activity. Activity delivery costs must be allocable to a CDBG-assisted activity or an activity that is CDBG-eligible, meet a national objective, and meet all other CDBG program requirements at 24 CFR § 570.

This standard applies equally to such items as salaries and administrative services contracts, as well as to real property and equipment purchases or leases, travel, and other administrative expenditures. If the Subrecipient submits monthly reports to the CDBG Program Office that reflect no CDBG-eligible service activity has been undertaken, then the Subrecipient will not be reimbursed for direct costs.

Reporting Requirements

Monthly Services Reports [see the form which follows] shall be filed with the Cobb County CDBG Program Office beginning with the 1st date of operation of the vehicle and/or the activity(s), and shall be submitted for a total of 5 years, following the initial month of operation.

Special Stipulations for Non-Real Property Acquisitions

The Subrecipient shall file the Non-Real Property Inventory Form for non-real property with the Cobb County CDBG Program, upon completion of the purchase of each item. The form shall be filed by January 15 of each year, thereafter, for as long as the property shall remain in use as a CDBG-assisted activity.

CDBG BUDGET

<i>PROJECT BUDGET</i>	Original Budget	Line Item Revision	Revised Budget
I. Personnel			
Salaries and Wages			
Fringe Benefits			
Consultants and Contract Services			
Subtotal			
II. Non-Personnel			
Space Costs			
Rental, Lease, or Purchase of Equipment			
Travel			
Other Costs			
Subtotal			
III. Architectural/ Engineering Design			
IV. Acquisition of Real Property			
V. Construction/ Rehabilitation			
VI. Other (Explain)			
TOTAL COSTS			

ATTACHMENT C

AGREEMENT AMENDMENTS

[Add Amendments If Applicable]

ATTACHMENT D

LEASE AGREEMENT

[Add If Applicable]

ATTACHMENT E

PROPERTY USE REQUIREMENTS

[Add If Applicable]

ATTACHMENT F**HUD REGULATIONS**

HUD REGULATIONS CAN BE FOUND AT THE FOLLOWING LINKS:

24 CFR Part 570:

<https://www.hudexchange.info/resource/3689/24-cfr-part-570-cdbg/>

OMB CIRCULARS**Title 2: Grants and Agreements**

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR
FEDERAL AWARDS

[http://www.ecfr.gov/cgi-](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML)
[bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML](http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=ec44a1b4a61359a0293c3a6a6ae60c8e&mc=true&n=pt2.1.200&r=PART&ty=HTML)

GUIDE TO NATIONAL OBJECTIVES AND ELIGIBLE ACTIVITIES FOR CDBG ENTITLEMENT COMMUNITIES

https://www.hudexchange.info/resources/documents/CDBG_Guide_National_Objectives_Eligible_Activities.pdf

CHAPTER 5: DETERMINING INCOME & CALCULATING RENT – HUD

https://www.hud.gov/sites/documents/DOC_35649.PDF

ATTACHMENT 5-1: INCOME INCLUSIONS AND EXCLUSIONS – HUD

https://www.hud.gov/sites/documents/DOC_35699.pdf

ATTACHMENT G

INCOME INCLUSIONS/EXCLUSIONS

Exhibit 5-1

4350.3 REV-1

Exhibit 5-1: Income Inclusions and Exclusions

24 CFR 5.609(b) and (c)

Examples included in parentheses have been added to the regulatory language for clarification.

INCOME INCLUSIONS

- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- (2) The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- (3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph (2) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- (4) The full amount of periodic amounts received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a "periodic amount (e.g., Black Lung Sick benefits, Veterans Disability, Dependent Indemnity Compensation, payments to the widow of a serviceman killed in action). See paragraph (13) under Income Exclusions for an exception to this paragraph,"
- (5) Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation, and severance pay, except as provided in paragraph (3) under Income Exclusions;
- (6) Welfare Assistance.
 - (a) Welfare assistance received by the family.
 - (b) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as

Exhibit 5-1

4350.3 REV-1 CHG-3

income shall consist of:

- (c) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- (d) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.
- (7) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- (8) All regular pay, special pay, and allowances of a member of the Armed Forces, except as provided in paragraph (7) under Income Exclusions.
- (9) For Section 8 programs only and as provided in 24 CFR 5.612, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or from an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002)), shall be considered income to that individual, except that financial assistance described in this paragraph is not considered annual income for persons over the age of 23 with dependent children. For purposes of this paragraph "financial assistance" does not include loan proceeds for the purpose of determining income.
(Note: This paragraph also does not apply to a student who is living with his/her parents who are applying for or receiving Section 8 assistance)

INCOME EXCLUSIONS:

- (1) Income from employment of children (including foster children) under the age of 18 years;
- (2) Payments received for the care of foster children or foster adults (usually persons with disabilities unrelated to the tenant family, who are unable to live alone);
- (3) Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, except as provided in paragraph (5) under Income Inclusions;
- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in aide, as defined in 24 CFR 5.403;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution (see Income Inclusions (9), above, for students receiving Section 8 assistance);
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire (e.g., in the past, special pay included Operation Desert Storm);
- (8) (a) Amounts received under training programs funded by HUD (e.g., training received under Section 3);

Exhibit 5-1

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- (b) Amounts received by a person with a disability that are disregarded for a limited time for purposes of supplemental security income eligibility and benefits because they are set-aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (d) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the project. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident-initiative coordination. No resident may receive more than one such stipend during the same period of time; or
 - (e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as a resident management staff person. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- (9) Temporary, nonrecurring, or sporadic income (including gifts);
 - (10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (Examples include payments by the German and Japanese governments for atrocities committed during the Nazi era);
 - (11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household and spouse);
 - (12) Adoption assistance payments in excess of \$480 per adopted child;
 - (13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump-sum amount or in prospective monthly amounts;
 - (14) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 - (15) Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
 - (16) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the *Federal Register* and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

The following is a list of income sources that qualify for that exclusion:

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 [b]);
- (b) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058) (employment through AmeriCorps, Volunteers in Service to America [VISTA], Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- (c) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626[c]);
- (d) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
- (e) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624[f]);
- (f) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552[b]); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 [29 U.S.C. 2931], e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs, career intern programs, Americorps);
- (g) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
- (h) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- (i) Amounts of scholarships funded under title IV of the Higher Education Act of 1965, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- (j) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056[f]), e.g., Green Thumb, Senior Aides, Older American Community Service Employment Program;
- (k) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- (l) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- (m) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- (n) Earned income tax credit (EITC) refund payments received on or after January 1, 1991, including advanced earned income credit payments (26 U.S.C. 32[j]);
- (o) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- (p) Allowances, earnings, and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637[d]);

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- (q) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- (r) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- (s) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2831).

ATTACHMENT H

CDBG APPLICATION

Agency's Application for 2025 CDBG Funding

Agency's application for funding on file at the Cobb County CDBG Program Office.

ATTACHMENT I
REQUIRED SUBRECIPIENT FORMS

- Client File Checklist-Public Services
- Consent And Authorization To Disclose Information
- CDBG Monthly Expenditure Report
- CDBG Monthly Services Report
- Environmental Review Request Form
- Disclosure Of Information On Lead-Based Paint and/or Lead-Based Paint Hazards
- VAWA Lease Addendum
- Income Calculation Form
- Self-Declaration of Income
- Declaration of Zero Income
- Self-Employment Certification
- Non-Real Property Inventory
- Documents Required for Reimbursement
- Reimbursement Cross Check Form
- Budget Revision Request Form

Electronic copies have been provided to all subrecipient agencies. The forms can be downloaded from the Cobb County CDBG Program Office online box at <https://app.box.com/s/pmcme6hjk5dk9l8bnpnqhsvzexabz36x>

ATTACHMENT J
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGENCY'S ORGANIZATION: _____

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

FIRST NAME: _____ LAST NAME: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

ATTACHMENT K
DEBARMENT/SUSPENSION CERTIFICATION

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. Certification Regarding Debarment, Suspension, Ineligibility a Voluntary Exclusion--Lower Tier Covered Transactions
11. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
12. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ATTACHMENT L
SECURITY AND IMMIGRATION COMPLIANCE AFFIDAVIT
Contractor/subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned contractor or subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of contractor or subcontractor with whom such contractor or subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor or subcontractor will contract for the physical performance of services in satisfaction of such contract only with contractor or subcontractor who present an affidavit to the contractor or subcontractor with the information required by O.C.G.A. § 13-10-91(b).

The undersigned contractor or subcontractor shall submit, at the time of such contract, this affidavit to (name of contractor or subcontractor with whom such contractor or subcontractor has privity of contract). Additionally, the undersigned contractor or subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of contractor or subcontractor with whom such sub-subcontractor has privity of contract). contractor or subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor or Subcontractor

Name of Project

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in _____(city), _____(state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 202__.

NOTARY PUBLIC

My Commission Expires: _____

ATTACHMENT M
GENERAL ASSURANCES

The Contractor and Subrecipient shall comply with the following requirements:

I. IMMIGRATION COMPLIANCE

(a) INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The Owner acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, *et seq.*, and regulations relating thereto. Failure to comply with the above provisions of this Agreement shall be considered a material breach and shall be grounds for immediate termination of the Agreement.

(b) GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006.

The Owner acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 *et seq.* and Georgia Department of Labor Rule 300-10-1-.02.

- A. That affidavits in the required form be executed from the Owner (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of any Owner contract and/or subcontract;
- B. That the Owner (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the "Immigration Compliance Certification" and that such certification be received by the County prior to the commencement of any work under this Agreement or subcontract which is to be paid for with County funds;
- C. That the Owner (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier to be paid for with County funds;
- D. That the Owner be responsible for obtaining and providing to the COUNTY the "Subcontractor Affidavit & Agreement" and "Immigration Compliance Certification" required under the County "Procedures & Requirements" from each subcontractor, regardless of tier, employed or retained for work under this Agreement prior to the commencement of any work under the contract or any subcontract;
- E. That County reserves the right to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. §13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- F. That Owner and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that the County reserves the right to require the Owner to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
- G. That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the Agreement) shall constitute a material breach of the Agreement and shall entitle the County to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements or entitle the County to terminate this Agreement;

H. That upon notice of a material breach of these provisions, the Owner (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the Agreement, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.

(c) S.A.V.E VERIFICATION O.C.G.A. § 50-36-1 et seq.

The Owner acknowledges and agrees as an applicant for a public benefit, as referenced in O.C.G.A. § 50-36-1, from Cobb County that the Owner shall comply with all requirements, including but not limited to, executing a S.A.V.E. affidavit with respect to this agreement.

Signature - Subrecipient

Typed Name - Subrecipient

Title

Signature Date

ATTACHMENT N**PERSONALLY IDENTIFIABLE INFORMATION (PII) CONTRACTOR ACKNOWLEDGMENT AND AGREEMENT****Definitions of Personally Identifiable Information (PII) and Sensitive PII**

Personally identifiable information (PII) is any information that permits the identity of an individual to be directly or indirectly inferred, including any information which is linked or linkable to that individual regardless of whether the individual is a U.S. citizen, lawful permanent resident, visitor to the U.S., or employee or contractor for the Subrecipient.

Sensitive PII is PII, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual.

Acknowledgment And Agreement

I attest that I understand my responsibility to safeguard PII, including Sensitive PII; and, that I am familiar with and agree to comply with the standards for handling and protecting PII. I also agree to report the potential loss, theft, improper disclosure or compromise of PII. I acknowledge that I have received proper training regarding the procedures for safeguarding PII, and that I am aware of protocols should PII be potentially lost, stolen, improperly disclosed or compromised.

I further understand that my failure to act in accordance with my responsibilities outlined above may result in removal of system access, reassignment to other duties, criminal or civil prosecution, or termination if I am found responsible for an incident involving the loss, theft, unauthorized or improper disclosure or compromise of PII or Sensitive PII.

Organization: _____

Executive Director Signature: _____

Print Name: _____

Date: _____

ATTACHMENT O

Conflict of Interest Policy and Certification

The Subrecipient and the County certify that the provisions of the Official Code of Georgia Annotated, 45-10-20 through 45-10-28, as amended. The Subrecipient shall file with the County the signed Conflict of Interest Policy.

Non-Competitive Activity:

No person who is an employee, agent, consultant, and officer, elected or appointed official of a Subrecipient who receives CSBG funds should engage in any activities that are or may be perceived as non-competitive, including but not limited to the following activities:

- Agreeing with a competitor to share market segments or regions; to set prices or terms of a sale; or to boycott a third party;
- Discussing production quantity with a competitor;
- Making false or misleading statements about a competitor's products or services.

No person who is an employee, agent, consultant, officer, elected or appointed official of a Subrecipient who receives CSBG funds should engage in any activities that interfere or may be perceived as interfering with an existing contract or project between a customer (or potential customer) and a competitor.

Examples of such activities include, but are not limited to, making disparaging remarks to the customer about the competitor's performance for the customer with the intention of inducing the customer to terminate its contract with the competitor in favor of the company.

Political Contributions:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not use company assets or CSBG funds to make political contributions to candidates running for a political office (i.e., in a federal, state or local election). Examples of prohibited contributions may include, but are not limited to cash, gifts, loans, tickets, or trips.

Conflict of Interest:

The Subrecipient agrees to abide by the following provisions:

No covered persons who exercise or have exercised any functions or responsibilities with respect to CSBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CSBG-assisted activity, or with respect to the proceeds from the CSBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

Confidential Information:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient may not disclose to a third party the confidential information of the company or the company's customers. Such information may include, but is not limited to, company procedures, processes, financial information, business plans and customer lists.

Violation of Policy:

Employees, agents, consultants, officers, elected or appointed officials of a Subrecipient who violate this policy will be subject to discipline that may include suspension or termination and loss of CSBG funds.

Employees etc. who become aware of any apparent violations of this policy should notify their department managers, who in turn, should notify the CSBG Program Office.

CONFLICT OF INTEREST CERTIFICATION**TO BE COMPLETED BY THE SUBRECIPIENT:**

The _____ certifies that we have read and disseminated the CSBG Conflict of Interest Policy. In addition, we hereby certify the following (check one):

☐ To the best of our knowledge and belief, we do not presently have any conflicts of interest that might interfere with any CSBG assisted activity.

☐ We have an actual or potential conflict of interest and have described the parties, activities, and/or situation to the best of my ability below:

EXPLANATION:

Signature: _____ Title: _____

(Subrecipient Executive Director or Board Chair)

Date: _____



Item Report

TO: The Honorable Mayor and City Council

FROM: Ricky Stewart, Public Works Director

DATE: February 24, 2025

TITLE: **Resolution: Pipe Purchase for Stormwater Project**
Consideration for approval of a Resolution approving the purchase of pipe for Public Work's stormwater construction project.

Summary:

Public Works has a stormwater construction project that was approved as part of the FY25 budget. The project requires the purchase of 100 feet of 48" pipe and 200 feet of 60" pipe. Staff has received three quotes for the material, with the lowest quote being \$30,470.00 from Advanced Drainage Systems, Inc. With the Council's approval, Public Works will move forward with the purchase.

Recommendation:

The Public Works Director recommends approval to purchase the material from Advanced Drainage Systems, Inc. for \$30,470.00.

Fiscal Impact:

Stormwater Construction & Improvements: 560.4320.54.142000.00000

Attachments:

1. RES 2025 - Public Works Site Pipe
2. Public Works Site Pipe Quotes

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025- ____

**RESOLUTION TO APPROVE THE PURCHASE OF STORMWATER PIPE FOR
PUBLIC WORKS PROJECT**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, the City desires to purchase 100 feet of 48" pipe and 200 feet of 60" pipe;
and

WHEREAS, the Public Works Department received three quotes, \$30,470.00,
\$32,361.00 and \$43,999.85 for pipe; and

WHEREAS, Advanced Drainage Systems, Inc was the lowest priced quote; and

BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to approve the
purchase of the pipe from Advanced Drainage Systems, Inc for the amount of
\$30,470.00.

BE IT FURTHER RESOLVED this Resolution shall become effective from and after its
adoption and execution by the mayor.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of March
2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



Manufacturer Suggested Retail Price

Project Name: Ricky Stewart Project - Kennesaw GA

Quote Prepared For:

City of Kennesaw - GA Public Works
Kennesaw, GA 30144
United States
Contact: Ricky Stewart

Quoted By:

Advanced Drainage Systems, Inc.
4640 Trueman Blvd
Hilliard, OH 43026-2438

TOTAL

USD 30,470.00

Issue Date: 2/7/2025

Project Number	Quote #	Sales Rep	Sales Rep Phone Number	Sales Rep Email
454687	Q-1248954 *Please include Quote # on Purchase Order*	Joshua Tyson	+1 7707132625	joshua.tyson@adspipe.co
Project City	Project State	Project County	Market Code	
Kennesaw	GA	COBB	INFR	
Notes				

*

QTY	Item Number	UOM	Description	MSRP Price	MSRP Amount
100.00	48650020IB	Foot	48".N12 HWY.WTIB.SOLID.20'	\$68.58	\$6,858.00
200.00	60650020IB	Foot	60".N12 HWY.WTIB.SOLID.20'	\$118.06	\$23,612.00
* TOTAL:					\$30,470.000

Disclaimer: ADS is pleased to provide you with our Manufacture Suggest Retail Price quote (MSRP). This quote is good for 30 days from the date the MSRP quote was issued. MSRP does not include local, state, use tax or freight when applicable. MSRP prices are based on the total project value. The bidder is responsible for confirming quantities. Products listed are for MSRP purposes.

Orders must be shipped within 30 days of order placement. Geotextile prices are firm for shipments within 30 days from above quotation date.

1. Freight/Drop charges will apply per the following parameters (order values listed below are not inclusive of Nyloplast, Baysaver, InsertaTee or non-stock special order products which will incur actual freight charges or fuel surcharge as appropriate):

- All individual deliveries of \$6,750 or greater value will be delivered freight prepaid.
- All individual deliveries of \$3,375-\$6,749 where ADS has ample time to match up the remainder of truck will incur a \$300 drop charge.
- All deliveries less than \$3,375 will incur a minimum \$500 drop charge, or a common carrier LTL rate.
- These drop charges are separate and in addition to any application fuel surcharges.

2. ADS reserves the right to re-quote when the quantities change more than 10%. Prices quoted do not include state, local or use taxes. Prices quoted are based on the total project. Specific products such as Nyloplast Drains and Catch Basins, Custom pipe or Specialty fabricated products will be offered only as an engineered system with ADS pipe. All returns are subject to a 25% restocking fee (returned items require an RMA and must be in clean, re-sellable condition). Re-sale items, made-to-order fittings, Nyloplast, Duraslot, DuraTrench, non-standard geotextiles and special order items cannot be returned. The quantities listed are estimated based on our interpretations of the project quantities. The bidder is responsible for confirming quantities. Products listed are for quoting purposes. ADS does not imply that the material will be accepted on any jobsite for any specific project unless stated otherwise. Technical certifications are available upon request.

10:26:40 FEB 13 2025

Page 1 of 1

FEL-GEORGIA WATERWORKS #554

Price Quotation

Phone: 770-499-2030

Fax: 770-499-2093

Bid No: B625298
Bid Date: 02/13/25
Quoted By: JACCust Phone: 770-421-8582
Terms: NET 10TH PROXCustomer: CITY OF KENNESAW
2529 J O STEPHENSON AVE
KENNESAW, GA 30144

Ship To: CUSTOMER PICK-UP

Cust PO#: PIPE QUOTE

Job Name: PIPE QUOTE

Item	Description	Quantity	Net Price	UM	Total
A48850020DW	48X20 N12 F2648 SLD HDPE PIPE	100	90.990	FT	9099.00
A60850020DW	60X20 N12 F2648 SLD HDPE PIPE	200	116.310	FT	23262.00
Net Total:					\$32361.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$32361.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=407&on=23271>



48" x 20' Corrugated Dual-Wall Solid Belled End Culvert Drainage
Pipe

SKU: 6893979

Return Policy: Special Order Merchandise

Available as soon as 02/23/2025

Qty: 5
\$1,999.99/each

Total Price: **\$9,999.95**



60" x 20' Corrugated Dual-Wall Solid Belled End Culvert Drainage
Pipe

SKU: 6893980

Return Policy: Special Order Merchandise

Available as soon as 02/23/2025

Qty: 10
\$3,399.99/each

Total Price: **\$33,999.90**

Order Summary

Merchandise Subtotal: \$43,999.85

Pretax Subtotal **\$43,999.85**

**** Please Note:** Prices, promotions, styles and availability may vary by store and online. Inventory is sold and received continuously throughout the day; therefore, the quantity shown may not be available when you get to the store. This inventory may include a store display unit. Online orders and products purchased in-store qualify for rebate redemption. Rebates are provided in the form of a Menards® Merchandise Credit Check valid towards purchases at any Menards® retail store. Not valid for purchases on MENARDS.COM®.

Listed price and availability are subject to change. For the most up-to-date information, review your lists at MENARDS.COM®

***Please Note:** The Mail-In Rebate® is a mail-in-rebate in the form of merchandise credit check from Menards®, valid on future in-store purchases only. The merchandise credit check is not valid towards purchases made on MENARDS.COM®. The Mail-In Rebate® is not a point-of-sale discount on any item purchased. Participating customers must mail their rebate receipt and completed rebate form to the address on the rebate form to receive their merchandise credit check. See rebate form for details. Limited to stock on hand. First come, first served. Items may be orderable or not available at some Menards® locations; additional packaging/handling charges may be required. See MENARDS.COM® for availability. Future sale price adjustments, exchanges and merchandise returns will void the Mail-In Rebate® on the items adjusted, exchanged and/or returned. Rebate is valid on special ordered products but does not extend to the special ordering of any normally stocked items. Not good with any other coupons or offers except Menards® coupons, Menards® rebates and manufacturers' coupons. Multiple receipts may accompany one rebate certificate. Menards® reserves the right to limit purchases of any and all items to reasonable job lot quantities. By submitting any rebate form, you agree to resolve any disputes related to rebate redemption by binding arbitration and you waive any right to file or participate in a class action. Terms and conditions available at www.rebateinternational.com®



Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: February 24, 2025

TITLE: **Resolution: Professional Services Contract for Construction of the Public Safety Facility**
 Consideration for approval of a Resolution executing a Professional Services Contract with Patterson & Dewar Engineers, Inc. for the construction of the Public Safety Facility.

Summary:

The contract includes construction administration services, observing the construction process, and onsite meetings with architects, City Staff, and Gay Construction Company. The Program Manager and Architect will also review shop drawings and submittals, provide responses and clarifications to contractor RFI's, conduct one pre-punch list walk, and one final punch list verification walk.

Recommendation:

The Building and Facilities Director recommends approval of the proposal.

Fiscal Impact:

2022 SPLOST PUBLIC SAFETY FACILITY : 230-4228-54-150700-00000

Attachments:

1. RES 2025 - Professional Services Contract with Patterson Dewar
2. CITKEN-Public Safety CA Proposal

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__

**RESOLUTION TO APPROVE A PROPOSAL FROM PATTERSON & DEWAR
ENGINEERS, INC FOR PROFESSIONAL SERVICE FOR THE
NEW PUBLIC SAFETY FACILITY.**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, this proposal is to provide professional services for construction administration for the new public safety facility; and

WHEREAS, Patterson & Dewar Engineers, Inc is our current City engineer and this is part of the services that are offered per their contract with the City; and

WHEREAS, the proposal is based off of approved construction documents and construction schedule based on 15 months per Gay Construction's schedule; and

WHEREAS, the cost of the proposal is \$282,900 and will be paid from 2022 SPLOST Public Safety Facility.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to sign the proposal with Patterson & Dewar, Inc for services as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of March 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

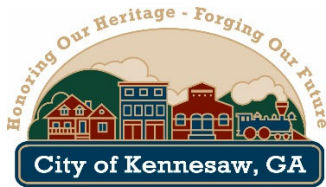
Proposal for Professional Services

Public Safety Facility

Construction Administration

February 19, 2025

Presented to:



City of Kennesaw
2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

Mr. Robbie Balenger, Building & Facilities Director
rbalenger@kennesaw-ga.gov



850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

Dear Mr. Balenger,

Patterson & Dewar Engineers, Inc. (P&D) is pleased to provide this proposal for professional services for the new Public Safety Facility located at 3074 Moon Station Road. The new building will be two-story and approximately 25,000 square feet in area. The building will be conventional-steel frame structure with a low-slope membrane roof. The foundation will be shallow spread footings. This proposal is based on the approved construction documents, and a construction schedule of 15 months provided by the general contractor. We understand this phase of the project to be inclusive of the following:

Scope of Services

Construction Administration

Thirty five (35) site visits (total) to observe construction progress – Owner/Architect/Contractor (OAC) meetings; Thirty (30) visits by the Architect & Program Manager and two (2) by the Structural Engineer; two (2) by the Electrical and Mechanical Engineers; one (1) pre-construction meeting. Program Manager and Architect will also review shop drawings and submittals, provide responses and clarifications to contractor RFI's, conduct one pre-punch list walk and one final punch list verification walk.

Assumptions

The construction period for this project is fifteen (15) months as provided by the general contractor. Construction administration services will commence on the date of the pre-construction meeting. Attendance at Public Hearings or Zoning Commission Meetings is not included as a part of this proposal and if required will be provided on an hourly basis. Punch list walks are included as a part of this proposal, as listed above. Additional punch list site visits will be accomplished on an hourly basis. Value Engineering is not included as a part of this proposal. Architectural and engineering design services are not included as part of this proposal. Issue of Special Inspections Schedule is included in design scope. Managing and conducting special inspections is not included as a part of this proposal. Special Inspector/Testing Firm will manage and provide reports to the Owner, Contractor, Architect, and local authority if required. Contractor is required to correct deficiencies based on the reports. Final certification letter, "Final Report of Special Inspections Acceptance", to the Building Official, verifying completed inspections and compliance to design is not included as a part of this proposal. Construction cost estimates and project budgeting services are not included as a part of this proposal. Construction Administration services (shop drawing and submittals review and site visits) are included as a part of this proposal as outlined above. Owner/Architect/Contractor (OAC) meetings are to be conducted on a bi-weekly basis, on-site during site visits as listed above. Preparation of Record Drawings (As-builts) is not included as a part of this proposal. Record Drawings are the responsibility of the general contractor.

Fee & Invoicing

This budget is inclusive of all labor, materials, and expenses required to complete the services listed in this proposal. Invoicing will be progressive and will be submitted monthly for work completed to date less previous payments.

P&D Budget: \$102,000
Croft & Associates Budget: \$180,900
TOTAL Project Budget: \$282,900

Additional Services

Additional services not described in this proposal can be performed either by a separate proposal or on an hourly basis, with compensation as per our approved Fee Schedule.

Conclusion

This proposal incorporates, as if fully set forth herein, the terms and conditions of the Professional Services Agreement for Engineering Services dated January 21, 2025, between Patterson & Dewar Engineers, Inc. and the City of Kennesaw. If this proposal is acceptable to you, please sign below indicating your approval and return one (1) signed copy for our files. This letter of agreement will serve as Patterson & Dewar's Notice to Proceed.

We appreciate the opportunity to submit this proposal. Should you have any questions or comments please do not hesitate to contact us.

Respectfully,



Zachary V. Buffington, PLS, EIT
Program Manager
Patterson & Dewar Engineers, Inc.

APPROVED – City of Kennesaw

Signature: _____

Name (Printed): _____

Title: _____

Date: _____



Item Report

TO: The Honorable Mayor and City Council

FROM: Robbie Balenger, Building & Facilities Director

DATE: February 24, 2025

TITLE: **Resolution: Contract for Construction of the Public Safety Facility**
 Consideration for approval of a Resolution executing an agreement with Gay Construction for the construction of the new Public Safety Facility.

Summary:

Gay Construction has provided the City with a GMP (Guaranteed Maximum Price) of \$13,922,927 for the project. This is a not exceed amount that they are guaranteeing to complete the project. Council previously approved Gay Construction with a CMAR contact via Resolution 2024-07 on February 9, 2024.

Recommendation:

Facilities and Building Director recommends approval of the contract.

Fiscal Impact:

2022 Public Safety Facility: 310-4228-54-150700-00000

Storm Water Reserves: 560-4320-54-142000-00000

ARPA Funding: 230-1035-54-130000-00000

Attachments:

1. RES 2025 - Gay Construction GMP for Public Safety Facility
2. Public Safety GMP Amendment

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-__

**RESOLUTION APPROVING A CONTRACT WITH GAY CONSTRUCTION COMPANY
FOR CONSTRUCTION SERVICES FOR THE NEW PUBLIC SAFETY FACILITY.**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB
COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, on February 19, 2024, the City Council approved Resolution No. 2024-07 authorizing a contract for CMAR services with Gay Construction; and

WHEREAS, Gay Construction Company has now submitted a GMP (Guaranteed Maximum Pricing) for the construction of the Public Safety Facility; and

WHEREAS, the amount of the proposal is \$13,922,297.

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council authorizes the Mayor to sign the contract with Gay Construction Company for services as shown in Exhibit A.

PASSED AND ADOPTED by the Kennesaw City Council on this __ day of March, 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Third day of March in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Fifth day of February in the year 2024 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Kennesaw Public Safety Facility
3074 Moon Station Road
Kennesaw, GA 30144

THE OWNER:

(Name, legal status, and address)

City of Kennesaw, Georgia 2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Gay Construction Company 2907 Log Cabin Drive
Atlanta, GA 30339

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million Nine Hundred Twenty Two Thousand Two Hundred Ninety Seven & 00/100 Dollars (\$ 13,922,297.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 16:43:14 ET on 02/18/2025 under Order No.2114605620 which expires on 02/17/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(1782804055)

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Attachment "A"

§ A.1.1.3 The Construction Manager's Fee is set forth in Attachment "A".

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The City of Kennesaw will issue a written Notice to Proceed (NTP) letter to Gay Construction establishing the official date of commencement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Init.

[X] Not later than Four Hundred Fifty Eight (458) calendar days from the date of commencement of the Work.

[] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Attachment "B"

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Attachment "B"

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Init.

See Attachment "C"

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attachment "D"

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

Construction Manager to provide Project Directory to City of Kennesaw

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

C. Derek Easterling Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

David Carl President
(Printed name and title)

Init.

Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:43:14 ET on 02/18/2025.

PAGE 1

This Amendment dated the Third day of March in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Fifth day of February in the year 2024 (the "Agreement")

...

Kennesaw Public Safety Facility
3074 Moon Station Road
Kennesaw, GA 30144

...

City of Kennesaw, Georgia 2529 J.O. Stephenson Avenue
Kennesaw, GA 30144

...

Gay Construction Company 2907 Log Cabin Drive
Atlanta, GA 30339

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirteen Million Nine Hundred Twenty Two Thousand Two Hundred Ninety Seven & 00/100 Dollars (\$ 13,922,297.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

See Attachment "A"

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement Attachment "A".

...

[X] Established as follows:

...

The City of Kennesaw will issue a written Notice to Proceed (NTP) letter to Gay Construction
establishing the official date of commencement.

PAGE 3

[X] Not later than Four Hundred Fifty Eight (458) calendar days from the date of commencement of the Work.

...

Attachment "B"

...

Attachment "B"

PAGE 4

See Attachment "C"

Item

Price

...

See Attachment "D"

...

Construction Manager to provide Project Directory to City of Kennesaw

...

C. Derek Easterling Mayor

David Carl President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Zach Buffington, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:43:14 ET on 02/18/2025 under Order No. 2114605620 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Program Manager, Patterson & Dewar Engineers

(Title)

02/18/2025

(Dated)

Attachment "A"


**Kennesaw - Public Safety Building
CD Budget 2/11/ 2025**

Division	Labor	Material	Subcontractor	Equipment	Total
1 General Conditions	-	-	824,875	-	824,875
1.1 Project Requirements	-	113,184	237,513	6,120	356,817
2 Existing Conditions	-	-	-	-	-
3 Concrete	-	-	397,413	-	397,413
4 Masonry	-	-	401,500	6,885	408,385
5 Metals	10,500	13,500	995,968	-	1,019,968
6 Wood, Plastics, and Composites	68,450	24,701	251,075	-	344,225
7 Thermal and Moisture Protection	-	-	736,005	-	736,005
8 Openings	7,056	215,284	661,260	-	883,599
9 Finishes	-	-	1,233,885	-	1,233,885
10 Specialties	7,000	-	460,298	-	467,298
11 Equipment	-	-	15,060	-	15,060
12 Furnishings	-	-	20,060	-	20,060
13 Special Construction	-	-	475,896	-	475,896
14 Conveying Equipment	7,560	432	106,424	-	114,416
21 Fire Suppression	-	-	187,999	-	187,999
22 Plumbing	-	-	453,507	-	453,507
23 Heating, Ventilation & Air Conditioning	-	-	1,226,888	-	1,226,888
26 Electrical / Fire Alarm	-	-	1,400,982	-	1,400,982
27 Communications	-	-	-	-	-
28 Electronic Safety & Security	-	-	376,670	-	376,670
31 Earthwork	-	-	989,375	-	989,375
32 Exterior Improvements	-	-	639,949	-	639,949
33 Utilities	-	-	185,241	-	185,241
TOTALS	100,566	367,101	12,277,842	13,005	12,758,513

BURDEN:

Labor	40.00%
Material Sales Tax	8.00%
General Liability Insurance	0.40%
Equipment	2.00%
Contingency	5.00%
Escalation	0.00%
Fee	0.00%

Building Permit	By Owner
Business License	\$0
P & P Bond	Included in GCs
Sub Bonds Premium	Inc. in Cost of Work
Builder's Risk Premium	Included in GCs
Special/Other Insurance Prem	Included in GCs
Subtotal	\$12,758,513
Contingency	\$637,926
Fee	\$525,858
Escalation Allowance	\$0
Grand Total	\$13,922,297

[illegible]

DIVISION 1.1

Project Requirements

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Sign	1	LS			\$1,000.00		\$0.00	\$0.00	\$1,004.00	\$0.00	\$1,004.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Storage Container	15	MO		\$650.00			\$0.00	\$10,530.00	\$0.00	\$0.00	\$10,530.00
Small Tools	15	MO		\$1,000.00			\$0.00	\$16,200.00	\$0.00	\$0.00	\$16,200.00
Equipment Rental - Skidsteer	15	MO		\$2,800.00			\$0.00	\$45,360.00	\$0.00	\$0.00	\$45,360.00
Equipment Rental - Lull	8	MO		\$4,000.00			\$0.00	\$34,560.00	\$0.00	\$0.00	\$34,560.00
Safety Supervisor	65	WK			\$250.00		\$0.00	\$0.00	\$16,315.00	\$0.00	\$16,315.00
Temporary Toilets	15	MO				\$400.00	\$0.00	\$0.00	\$0.00	\$6,120.00	\$6,120.00
OSHA Requirements	1	LS		\$500.00			\$0.00	\$540.00	\$0.00	\$0.00	\$540.00
First Aid Supplies	1	LS		\$500.00			\$0.00	\$540.00	\$0.00	\$0.00	\$540.00
Temporary Fire Extinguishers	9	EA		\$100.00			\$0.00	\$972.00	\$0.00	\$0.00	\$972.00
Hard Hats	1	LS		\$250.00			\$0.00	\$270.00	\$0.00	\$0.00	\$270.00
Temporary Fencing	1,800	LF			\$10.00		\$0.00	\$0.00	\$18,072.00	\$0.00	\$18,072.00
Temporary Gates	2	EA			\$1,000.00		\$0.00	\$0.00	\$2,008.00	\$0.00	\$2,008.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ice, Cups & Water	65	WK		\$10.00			\$0.00	\$702.00	\$0.00	\$0.00	\$702.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Street Cleaning	15	MO			\$500.00		\$0.00	\$0.00	\$7,530.00	\$0.00	\$7,530.00
NPDES Monitoring - by owner							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Materials Testing - by owner							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Inspections - by owner							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Daily Clean	65	WK		\$50.00	\$1,050.00		\$0.00	\$3,510.00	\$68,523.00	\$0.00	\$72,033.00
Dumpster	65	WK			\$750.00		\$0.00	\$0.00	\$48,945.00	\$0.00	\$48,945.00
Final Clean	25,089	SF			\$0.40		\$0.00	\$0.00	\$10,075.74	\$0.00	\$10,075.74
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary stone for site management	1	LS			\$28,000.00		\$0.00	\$0.00	\$28,112.00	\$0.00	\$28,112.00
Erosion Control Maintenance	65	WK			\$200.00		\$0.00	\$0.00	\$13,052.00	\$0.00	\$13,052.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Opening Protection	1	LS			\$5,000.00		\$0.00	\$0.00	\$5,020.00	\$0.00	\$5,020.00
Temporary Weather Protection	1	LS			\$2,500.00		\$0.00	\$0.00	\$2,510.00	\$0.00	\$2,510.00
Temporary Protection of Finishes	25,089	SF			\$0.35		\$0.00	\$0.00	\$8,816.27	\$0.00	\$8,816.27
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hauling & Delivery	15	MO			\$500.00		\$0.00	\$0.00	\$7,530.00	\$0.00	\$7,530.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$0.00	\$113,184.00	\$237,513.02	\$6,120.00	\$356,817.02

[illegible]

[illegible]

[illegible]

DIVISION 5

Metals

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Structural Steel - Jonquil Steel	1	LS			\$940,000.00		\$0.00	\$0.00	\$943,760.00	\$0.00	\$943,760.00
Steel Beams & Connections							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shear Studs							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Columns w/ Baseplates							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Anchor Bolts (Furnish Only)							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Joists, Decking, & Bridging							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deck Angle							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pour Stop							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Diagonal Bracing							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Elevator Sump Grate, Ladder, Hoist Beam, Guide Rail Support							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Shelf Angle - Galvanized							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Risers, Landings, & Rails (2 Sets)							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Structural & Misc Steel							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bar Joists							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Metal Decking							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Add per CD	1	LS			\$29,500.00		\$0.00	\$0.00	\$29,618.00	\$0.00	\$29,618.00
S-503 (new page) added diagonal tube bracing							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
S-514 New Section Views added angle/plates @ depress SOMD							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
S-515 (new page) added bent plates/angles & welded studs							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
S-521 New Section View added angle bracing between b joists							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
S-524 New Section added angle bracing @ parapet wall return							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Safety Cables	500	LF	\$15.00	\$25.00			\$10,500.00	\$13,500.00	\$0.00	\$0.00	\$24,000.00
Roof ladder	1	EA			\$2,500.00		\$0.00	\$0.00	\$2,510.00	\$0.00	\$2,510.00
Vanity support	1	LS			\$3,500.00		\$0.00	\$0.00	\$3,514.00	\$0.00	\$3,514.00
Misc. metals	1	LS			\$8,000.00		\$0.00	\$0.00	\$8,032.00	\$0.00	\$8,032.00
Safety railings at roof hatch	1	LS			\$7,000.00		\$0.00	\$0.00	\$7,028.00	\$0.00	\$7,028.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Metal Bracket MB-1 on Exterior Elevation -see Signage							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Steel Bollards & Covers	6	EA			\$250.00		\$0.00	\$0.00	\$1,506.00	\$0.00	\$1,506.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$10,500.00	\$13,500.00	\$995,968.00	\$0.00	\$1,019,968.00

DIVISION 6

Wood, Plastics, and Composites

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Millwork - CBBE	1	LS			\$234,075.00		\$0.00	\$0.00	\$235,011.30	\$0.00	\$235,011.30
Wall Cabinets							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Cabinets							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Solid Surface Countertops							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Plastic Laminate Countertops							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
In-Wall Brackets							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Desk Panels							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADA Plumbing Shrouds							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Miscellaneous Shelving (Not Detailed)	1	LS			\$5,000.00		\$0.00	\$0.00	\$5,020.00	\$0.00	\$5,020.00
Solid Surface Window Sills	280	LF			\$35.00		\$0.00	\$0.00	\$9,839.20	\$0.00	\$9,839.20
Add solid surface countertop - Finger Print Room	12	SF			\$100.00		\$0.00	\$0.00	\$1,204.80	\$0.00	\$1,204.80
Rough Carpentry/Blocking							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Exterior Window Nailers FT 2x6	1,200	LF	\$5.00	\$2.00			\$8,400.00	\$2,592.00	\$0.00	\$0.00	\$10,992.00
Exterior Storefront Opening Nailers FT 2x6	140	LF	\$5.00	\$2.00			\$980.00	\$302.40	\$0.00	\$0.00	\$1,282.40
Interior Storefront Opening Nailers FT 2x4	900	LF	\$5.00	\$2.00			\$6,300.00	\$1,944.00	\$0.00	\$0.00	\$8,244.00
In-Wall Blocking FT 2x4							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Cabinets	800	LF	\$5.00	\$2.00			\$5,600.00	\$1,728.00	\$0.00	\$0.00	\$7,328.00
Wall Cabinets	550	LF	\$5.00	\$2.00			\$3,850.00	\$1,188.00	\$0.00	\$0.00	\$5,038.00
Restroom Vanity Tops	60	LF	\$5.00	\$2.00			\$420.00	\$129.60	\$0.00	\$0.00	\$549.60
Toilet Accessories	130	LF	\$5.00	\$2.00			\$910.00	\$280.80	\$0.00	\$0.00	\$1,190.80
Toilet Partitions & Urinals	190	LF	\$5.00	\$2.00			\$1,330.00	\$410.40	\$0.00	\$0.00	\$1,740.40
Lockers	120	LF	\$5.00	\$2.00			\$840.00	\$259.20	\$0.00	\$0.00	\$1,099.20
Roof Nailers							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PT 2x4	544	LF	\$5.00	\$2.00			\$3,808.00	\$1,175.04	\$0.00	\$0.00	\$4,983.04
PT2x6	1,741	LF	\$5.00	\$2.00			\$12,187.00	\$3,760.56	\$0.00	\$0.00	\$15,947.56
PT 2x12	760	LF	\$5.00	\$3.00			\$5,320.00	\$2,462.40	\$0.00	\$0.00	\$7,782.40
5/8" Sheathing	2,320	SF	\$3.00	\$1.00			\$9,744.00	\$2,505.60	\$0.00	\$0.00	\$12,249.60
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Temporary Enclosures	1	LS	\$2,500.00	\$2,500.00			\$3,500.00	\$2,700.00	\$0.00	\$0.00	\$6,200.00
Temporary frames	1	LS	\$1,000.00	\$1,000.00			\$1,400.00	\$1,080.00	\$0.00	\$0.00	\$2,480.00
Temporary roof enclosures	1	LS	\$500.00	\$500.00			\$700.00	\$540.00	\$0.00	\$0.00	\$1,240.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Plywood FT Backboards for Electrical / Low Voltage	6	EA	\$100.00	\$75.00			\$840.00	\$486.00	\$0.00	\$0.00	\$1,326.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Community Room Wood Base (B-3)	150	LF	\$6.50	\$4.00			\$1,365.00	\$648.00	\$0.00	\$0.00	\$2,013.00
Community Room Window Sill	27	LF	\$6.50	\$3.00			\$245.70	\$87.48	\$0.00	\$0.00	\$333.18
Cased Window Trim	78	LF	\$6.50	\$5.00			\$709.80	\$421.20	\$0.00	\$0.00	\$1,131.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$68,449.50	\$24,700.68	\$251,075.30	\$0.00	\$344,225.48

DIVISION 7

Thermal and Moisture Protection

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roofing System - Complete Roofing Solutions	1	LS			\$231,770.00		\$0.00	\$0.00	\$232,697.08	\$0.00	\$232,697.08
Attach 2.2" Layer of ISO Insulation to Metal Deck							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adhere 2nd Layer of 2.2" ISO Low-Rise Foam							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fully Adhere 1/2" ISO Crickets in Low-RiseFoam							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fully Adhere 1/2" gyp Cover Board in Low-RiseFoam							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Install 80 mil TPO to ISO Using Bonding Adhesive							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Install 80 mil TPO Flashing to Parapet Walls							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Furnish and Install Copings							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Flash all Curbs and Roof Penetrations per Manufacturer Spec							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Metal Scuppers, Conductor Heads & Downpipe							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Furnish & install 36"x36" steel roof hatch with safety rail							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Twenty (20) year warranty							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adds per CD							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TPO roofing & flashing @ front canopy	1	LS			\$8,377.00		\$0.00	\$0.00	\$8,410.51	\$0.00	\$8,410.51
Additional roof walk tread	1	LS			\$3,985.00		\$0.00	\$0.00	\$4,000.94	\$0.00	\$4,000.94
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cast iron downspout boots	13	EA			\$700.00		\$0.00	\$0.00	\$9,136.40	\$0.00	\$9,136.40
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Conductive Primer for Electronic Leak Detection - NIC							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Waterproofing - Metro Waterproofing							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fluid Applied Air Barrier at Exterior Cavity Walls (14,908 sf)	1	LS			\$74,000.00		\$0.00	\$0.00	\$74,296.00	\$0.00	\$74,296.00
Fluid Applied Waterproofing @below Grade Perimeter Ftg.	1	LS			\$8,800.00		\$0.00	\$0.00	\$8,835.20	\$0.00	\$8,835.20
Elevator Pit Waterproofing (1 each)	1	LS			\$2,500.00		\$0.00	\$0.00	\$2,510.00	\$0.00	\$2,510.00
Joint Sealants (3000 lf)	1	LS			\$8,600.00		\$0.00	\$0.00	\$8,634.40	\$0.00	\$8,634.40
Add per CD							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Add fluid applied moisture barrier @ front canopy							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Metal Wall Panels - Bristol Engineered Metals	1	LS			\$374,741.00		\$0.00	\$0.00	\$376,239.96	\$0.00	\$376,239.96
Corrugated Aluminum Panels							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Aluminum Veneer Panels (ACM)							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Add per CD							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Material cost escalation	1	LS			\$5,200.00		\$0.00	\$0.00	\$5,220.80	\$0.00	\$5,220.80
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wall Panel Mockup - Allowance	1	LS			\$6,000.00		\$0.00	\$0.00	\$6,024.00	\$0.00	\$6,024.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$0.00	\$0.00	\$736,005.29	\$0.00	\$736,005.29

[illegible]

DIVISION 9

Finishes

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Flooring & Hard Tile - Peak Contract Flooring	1	LS			\$283,000.00		\$0.00	\$0.00	\$284,132.00	\$0.00	\$284,132.00
Carpet							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
LVT							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Rubber Base							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Floor Prep							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Moisture Testing							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Epoxy Flooring							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Entrance Walk-off Mat (2)							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Ceramic Tile							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
RF-1 Fitness Room							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Roll-On Moisture Barrier	14,000	SF			\$3.00		\$0.00	\$0.00	\$42,168.00	\$0.00	\$42,168.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Drywall & Acoustical - JMEG Construction	1	LS			\$787,675.00		\$0.00	\$0.00	\$790,825.70	\$0.00	\$790,825.70
Drywall							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Acoustical							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Level 3 Ballistic Panels @ Reception							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Adds per CD							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Painting - Quantum Coatings	1	LS			\$97,500.00		\$0.00	\$0.00	\$97,890.00	\$0.00	\$97,890.00
Gypsum Walls							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gypsum Ceilings							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HM Door Frames							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sealed concrete floors	2,562	SF			\$3.00		\$0.00	\$0.00	\$7,716.74	\$0.00	\$7,716.74
Dog wash - epoxy	652	SF			\$4.00		\$0.00	\$0.00	\$2,618.43	\$0.00	\$2,618.43
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paint Fire Lane Curbs	350	LF			\$5.00		\$0.00	\$0.00	\$1,757.00	\$0.00	\$1,757.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Acoustical Spray @ Stair 2	225	SF			\$30.00		\$0.00	\$0.00	\$6,777.00	\$0.00	\$6,777.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$0.00	\$0.00	\$1,233,885	\$0.00	\$1,233,884.88

DIVISION 10 Specialties

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
Floor Mounted Headrail Braced Solid Phenolic Partitions (13 EA)	1	LS			\$29,142.00		\$0.00	\$0.00	\$29,258.57	\$0.00	\$29,258.57
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Toilet Accessories	1	LS			\$35,000.00		\$0.00	\$0.00	\$35,140.00	\$0.00	\$35,140.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Floor to Ceiling Mirror in Fitness Room	1	EA			\$3,514.00		\$0.00	\$0.00	\$3,528.06	\$0.00	\$3,528.06
Full Length Mirror in Men's Locker Room	1	EA			\$800.00		\$0.00	\$0.00	\$803.20	\$0.00	\$803.20
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Lockers & High Density System	1	LS			\$166,403.00		\$0.00	\$0.00	\$167,068.61	\$0.00	\$167,068.61
Evidence Lockers							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E1 Locker - 4 doors							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E2 Locker - 6 doors							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E3 Locker - 5 doors & 4 refrigerated doors							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
E4 Locker - 12 doors							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Personal Duty Lockers							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Womens - 18 ea							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mens - 54 ea							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
High Density Storage System							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GCC support to set rails for High Density System	1	LS	\$5,000.00				\$7,000.00	\$0.00	\$0.00	\$0.00	\$7,000.00
Metal Shelving - Allowance	1	LS			\$5,000.00		\$0.00	\$0.00	\$5,020.00	\$0.00	\$5,020.00
Fire Extinguishers & Cabinets (14 EA)	1	LS			\$9,030.00		\$0.00	\$0.00	\$9,066.12	\$0.00	\$9,066.12
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADA Pedestal	1	EA			\$3,500.00		\$0.00	\$0.00	\$3,514.00	\$0.00	\$3,514.00
Video Display Monitors - By Others							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Signage - Allowances							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Interior	1				\$8,500.00		\$0.00	\$0.00	\$8,534.00	\$0.00	\$8,534.00
Building Numbers	1	LS			\$2,500.00		\$0.00	\$0.00	\$2,510.00	\$0.00	\$2,510.00
6' Plaque	1	LS			\$3,000.00		\$0.00	\$0.00	\$3,012.00	\$0.00	\$3,012.00
MB-1 Metal Brackets Cast Aluminum w/ Bronze Finish (9 ea)	1	LS			\$4,000.00		\$0.00	\$0.00	\$4,016.00	\$0.00	\$4,016.00
Project Management & installation	1	LS			\$11,000.00		\$0.00	\$0.00	\$11,044.00	\$0.00	\$11,044.00
Add for Monumental Signage - Allowance	1	LS			\$25,000.00		\$0.00	\$0.00	\$25,100.00	\$0.00	\$25,100.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Post Supported Aluminum Canopy - Pierre Construction							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Canopy @ rear of building	1	LS			\$40,235.00		\$0.00	\$0.00	\$40,395.94	\$0.00	\$40,395.94
Base Detail G-13/A-502	4	EA			\$500.00		\$0.00	\$0.00	\$2,008.00	\$0.00	\$2,008.00
Aluminum Sunshades - Pierre Construction							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6" Airfoil with 3'-2" projection (17 each)	1	LS			\$108,840.00		\$0.00	\$0.00	\$109,275.36	\$0.00	\$109,275.36
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Knox Box	1	LS			\$1,000.00		\$0.00	\$0.00	\$1,004.00	\$0.00	\$1,004.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$7,000.00	\$0.00	\$460,297.86	\$0.00	\$467,297.86

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[illegible]

DIVISION 22

Plumbing

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Plumbing - Bates	1	LS			\$455,700.00		\$0.00	\$0.00	\$457,522.80	\$0.00	\$457,522.80
Provide Permit & Inspections							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Provide Sch40 PVC Sanitary Piping Below Grade (5ft Outside Bldg)							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Provide NH CI Waste & Vent Piping Above Grade w/ MD Couplings							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Provide Type L Copper Water Piping							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tie to Existing Cold Water Piping Within 5 ft of Bldg							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Insulate Overhead Piping w/ ASJ Fiberglass Pipe Insulation							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Install (1) 2.5" PRV on Incoming Domestic Water Supply							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(16) WC1/WC2 - Floor Mount Sensor Flush Toilets							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(4) UR - Urinal w/ Sensor Flush Valve							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(12) Lav1 - Undermount Lavatory w/ Sensor Faucet							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) Lav2 - Wall Hung Lavatory w/ Sensor Faucet							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) SH1 - Chrome Shower Trim w/ Fixed Head for Tile Shower Stalls							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(3) SH2 - Chrome Shower Trim w/ Slide Bar & Hand Shower							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) SK1 - SS Single Bowl Sink w/ Gooseneck Faucet & Side Spray							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) P1 - Acorn SS Combo Toilet/Lavatory Unit							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) MS - 24x24 Molded Stone Mop Basin w/ Service Faucet							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(3) EWC1 - Bi-Level Drinking Fountain w/ Bottle Filler							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) ESP - Oil Minder Elevator Sump Pump							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) WH - 80 Gallon Electric Water Heater							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) RP - Recirculation Pump w/ Timer							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(17) FD1 - Floor Drain w/ Nickel Bronze Top & Trap Guard							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) FD3 - Floor Drain w/ 12" Ductile Top & Trap Guard							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(3) FD4 - Acorn SS Detox Remote Flushing Toilet							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) TD - Klassik KS100 Trench Drain (3m Long)							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) FS - Floor Sink w/ 10" 1/2 Grate Top & Trap Guard							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) HD - 4" Hub Drain							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(7) FCO - Floor Cleanout w/ Nickel Bronze							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(3) WCO - Wall Cleanout w/ Chrome Cover Plate							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) NFRH - Non Freeze Roof Hydrant							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(4) NFWH - Non Freeze Wall Hydrant							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(2) HB - Hose Bibb							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) VB1 - Ice Maker Box w/ Hammer Arrestor							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(3) VB2 - Valve Box w/ Flush Valve for FD4 Fixture							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
(1) HI1 - Hair Interceptor							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Change per CD	-1	LS			\$4,000.00		\$0.00	\$0.00	-\$4,016.00	\$0.00	-\$4,016.00
Deduct NG piping to water heater							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$0.00	\$0.00	\$453,506.80	\$0.00	\$453,506.80

DIVISION 26
Electrical / Fire Alarm

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Electrical - United Electric	1	LS			\$1,385,000		\$0.00	\$0.00	#####	\$0.00	\$1,390,540.00
Miscellaneous Materials							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor (7,140 Man Hours)							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BIM							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subcontracts							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Expenses							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Light Fixtures & Controls							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Switchgear							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Natural Gas Generator							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Alarm							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CCTV Rough-In Included in Base Price							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Add per CD							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Light fixture package quantity & cost escalation							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Double panels and receptacle circuits							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Added circuite & devices							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Alarm Detection System for Pre-Action Sprinkler System	1	LS			\$3,900.00		\$0.00	\$0.00	\$3,915.60	\$0.00	\$3,915.60
Added to Fire Alarm price							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Aspirating Smoke Detector in Elevator Hoistway	1	LS			\$6,500.00		\$0.00	\$0.00	\$6,526.00	\$0.00	\$6,526.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Note:							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Install 1600A service from transformer to utility pole							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
is excluded. It is assumed this will be by Georgia Power.							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$0.00	\$0.00	#####	\$0.00	\$1,400,981.60

[illegible]

[illegible]

DIVISION 32

Exterior Improvements

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Asphalt Paving	1	LS			\$319,595.00		\$0.00	\$0.00	\$320,873.38	\$0.00	\$320,873.38
Add for Heavy Duty Paving	1,593	SY			\$32.39		\$0.00	\$0.00	\$51,803.66	\$0.00	\$51,803.66
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Parking Lot Striping (92 spaces)	1	LS			\$4,600.00		\$0.00	\$0.00	\$4,618.40	\$0.00	\$4,618.40
Wheel Stops (5 Each)	1	LS			\$1,000.00		\$0.00	\$0.00	\$1,004.00	\$0.00	\$1,004.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Retaining Walls - Removed From Scope					\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Landscape & Irrigation - Allow (Add \$10K)	1	LS			\$50,000.00		\$0.00	\$0.00	\$50,200.00	\$0.00	\$50,200.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Concrete Curb & Gutter 6x12x24	2,000	LF			\$24.00		\$0.00	\$0.00	\$48,192.00	\$0.00	\$48,192.00
Header Curb 6x18	83	LF			\$53.00		\$0.00	\$0.00	\$4,416.60	\$0.00	\$4,416.60
Ribbon Curb 24x6	40	LF			\$22.00		\$0.00	\$0.00	\$883.52	\$0.00	\$883.52
Tie in Curb and Gutter to Curb Inlets	8	EA			\$200.00		\$0.00	\$0.00	\$1,606.40	\$0.00	\$1,606.40
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Security Fencing & Gates - First Fence of Georgia	1	LS			\$116,988.00		\$0.00	\$0.00	\$117,455.95	\$0.00	\$117,455.95
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Flag Pole & Installation	1	LS			\$2,200.00		\$0.00	\$0.00	\$2,208.80	\$0.00	\$2,208.80
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bike Racks - none indicated							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADA Signage & Fire Department Signage	1	LS			\$1,000.00		\$0.00	\$0.00	\$1,004.00	\$0.00	\$1,004.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Final Saw Cut for Clean Edge	1	LS			\$2,500.00		\$0.00	\$0.00	\$2,510.00	\$0.00	\$2,510.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Site Concrete - Civil Drawings 9-24-2024 - CD							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sidewalks	1	LS			\$17,665.00		\$0.00	\$0.00	\$17,735.66	\$0.00	\$17,735.66
Concrete Pad for New Generator	1	EA			\$4,480.00		\$0.00	\$0.00	\$4,497.92	\$0.00	\$4,497.92
Concrete Pads for Security Gates	1	LS			\$1,800.00		\$0.00	\$0.00	\$1,807.20	\$0.00	\$1,807.20
2' wide Concrete Flume (60lf)	1	LS			\$5,090.00		\$0.00	\$0.00	\$5,110.36	\$0.00	\$5,110.36
Concrete for Bollards (6 each)	1	LS			\$2,645.00		\$0.00	\$0.00	\$2,655.58	\$0.00	\$2,655.58
5' sidewalk @ existing building	1	LS			\$1,360.00		\$0.00	\$0.00	\$1,365.44	\$0.00	\$1,365.44
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$0.00	\$0.00	\$639,948.87	\$0.00	\$639,948.87

DIVISION 33

Utilities

Kennesaw - Public Safety Building
CD Budget 2/11/ 2025

Description	QTY	UNIT	Labor \$	Material \$	Sub \$	Equipment \$	LABOR	MATERIAL	SUB	EQUIPMENT	TOTAL
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Line	1	LS			\$87,100.00		\$0.00	\$0.00	\$87,448.40	\$0.00	\$87,448.40
6" DIP Fire Line - 560 LF							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6" DDCA							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6" Wet Tap							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FDC							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PIV							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Vault							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Domestic Water	1	LS			\$27,685.00		\$0.00	\$0.00	\$27,795.74	\$0.00	\$27,795.74
2 1/2" Copper							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2" BFP Assembly							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 1/2" SDR 21							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Add to increase to 3" domestic water supply	1	LS			\$15,500.00		\$0.00	\$0.00	\$15,562.00	\$0.00	\$15,562.00
Sanitary Sewer	1	LS			\$33,438.00		\$0.00	\$0.00	\$33,571.75	\$0.00	\$33,571.75
6" PVC (SDR) Sanitary Sewer Line - 201 LF							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COs - 3 ea							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fire Line From 5' Out to 1' AFF	1	LS			\$2,780.00		\$0.00	\$0.00	\$2,791.12	\$0.00	\$2,791.12
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Saw Cut & Patch for Sewer Line	1	LS			\$10,000.00		\$0.00	\$0.00	\$10,040.00	\$0.00	\$10,040.00
Saw Cut & Patch for EV Conduits	1	LS			\$5,000.00		\$0.00	\$0.00	\$5,020.00	\$0.00	\$5,020.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Traffic Control for sewer line install	1	LS			\$3,000.00		\$0.00	\$0.00	\$3,012.00	\$0.00	\$3,012.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Site Utilities NIC							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Relocate Existing Gas Line to Public Works Building Generator							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Relocate Electrical Line for Public Works Elec. Transformer							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
New Gas Line to new generator							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tap Fees							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Water Meters							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
New Electrical Line to Public Safety Building Transformer							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
New Gas Line and Meter to Public Safety Building							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS:							\$0.00	\$0.00	\$185,241.01	\$0.00	\$185,241.01

Attachment "B"
Contract document Log
Kennesaw Department of Public Safety

CD set 01.31.2025

1	DRAWINGS			
SHEET	SHEET DESCRIPTION	ISSUE DATE	REVISION	LATEST DATE
Specifications	Kennesaw Public Safety Building Project Manual	1-21-25	--	1-21-25
	<u>General</u>			
G-001	Cover Sheet	1-21-25	2	1-31-25
G-002	Index Sheet	1-21-25	2	1-31-25
G-003	General Information	1-21-25	2	1-31-25
LS100	Code Analysis & Building Area Plans	1-21-25	2	1-31-25
LS101	Life Safety Plan - First Floor	1-21-25	2	1-31-25
LS102	Life Safety Plan - Second Floor	1-21-25	2	1-31-25
	<u>Civil</u>			
C-000	Cover Sheet	9-24-24	--	9-24-24
C-001	General Notes	9-24-24	--	9-24-24
C-100	Existing Conditions	9-24-24	--	9-24-24
C-200	Demolition Plan	9-24-24	--	9-24-24
C-300	Site Plan	9-24-24	--	9-24-24
C-301	Paving Plan	9-24-24	--	9-24-24
C-400	Utility Plan	9-24-24	--	9-24-24
C-401	Fire Access Plan	9-24-24	--	9-24-24
C-500	Grading and Drainage Plan	9-24-24	--	9-24-24
C-501	Storm Profiles	9-24-24	--	9-24-24
C-502	Storm Profiles	9-24-24	--	9-24-24
C-503	Stormwater Management Plan (System A)	9-24-24	--	9-24-24
C-504	Stormwater Management Plan (System B)	9-24-24	--	9-24-24
C-600	Construction Details	9-24-24	--	9-24-24
C-601	Construction Details	9-24-24	--	9-24-24
C-602	Construction Details	9-24-24	--	9-24-24
C-603	Construction Details	9-24-24	--	9-24-24
C-604	Construction Details	9-24-24	--	9-24-24
ER-000	Erosion Control Cover Sheet	9-24-24	--	9-24-24
ER-001	Erosion Control Notes	9-24-24	--	9-24-24
ER-100	Erosion Control Plan - Initial Phase	9-24-24	--	9-24-24
ER-200	Erosion Control Plan - Intermediate Phase	9-24-24	--	9-24-24
ER-300	Erosion Control Plan - Final Phase	9-24-24	--	9-24-24
ER-400	Erosion Control Details	9-24-24	--	9-24-24
ER-401	Erosion Control Details	9-24-24	--	9-24-24
L-100	Landscape Plan	9-24-24	--	9-24-24
	<u>Structural</u>			
S-001	General Notes & Schedules	1-21-25	2	1-31-25
S-002	Concrete General Notes & Schedules	1-21-25	2	1-31-25
S-003	Concrete Masonry General Notes & Schedules	1-21-25	2	1-31-25
S-004	Steel General Notes & Schedules	1-21-25	2	1-31-25
S-005	Design Criteria and Load Diagrams	1-21-25	2	1-31-25
S-006	Design Criteria and Load Diagrams	1-21-25	2	1-31-25
S-101	Foundation Plan	1-21-25	2	1-31-25
S-102	Level 2 Framing Plan	1-21-25	2	1-31-25
S-151	Roof Framing Plan	1-21-25	2	1-31-25
S-301	Foundation Details	1-21-25	2	1-31-25
S-302	Foundation Details	1-21-25	2	1-31-25
S-303	Foundation Details	1-21-25	2	1-31-25
S-304	Foundation Details	1-21-25	2	1-31-25
S-401	Exterior Elevations	1-21-25	2	1-31-25
S-501	Braced Frame Elevations & Detail	1-21-25	2	1-31-25
S-502	Braced Frame Elevations	1-21-25	2	1-31-25
S-503	Braced Frame Elevations	1-21-25	2	1-31-25
S-511	Steel Floor Framing Connection Details	1-21-25	2	1-31-25
S-512	Steel Floor Framing Details	1-21-25	2	1-31-25
S-513	Steel Floor Framing Details	1-21-25	2	1-31-25

S-514	Steel Floor Framing Details	1-21-25	2	1-31-25
S-515	Steel Floor Framing Details	1-21-25	2	1-31-25
S-521	Steel Roofing Framing Details	1-21-25	2	1-31-25
S-522	Steel Roofing Framing Details	1-21-25	2	1-31-25
S-523	Steel Roofing Framing Details	1-21-25	2	1-31-25
S-524	Steel Roofing Framing Details	1-21-25	2	1-31-25
S-525	Steel Roofing Framing Details	1-21-25	2	1-31-25
	<u>Architectural Site</u>			
AS101	Architectural Site Plan	1-21-25	2	1-31-25
A-001	Partition Types	1-21-25	2	1-31-25
A-002	Partition Head Conditions & Penetration Details	1-21-25	2	1-31-25
A-010	UL Listings	1-21-25	2	1-31-25
A-011	UL Listings	1-21-25	2	1-31-25
A-012	UL Listings	1-21-25	2	1-31-25
A-101A	First Floor - Edge of Slab Plan	1-21-25	2	1-31-25
A-101B	First Floor Dimension Plan	1-21-25	2	1-31-25
A-101C	First Floor Annotation Plan	1-21-25	2	1-31-25
A-102A	Second Floor Edge of Slab Plan	1-21-25	2	1-31-25
A-102B	Second Floor Dimension Plan	1-21-25	2	1-31-25
A-102C	Second Floor Annotation Plan	1-21-25	2	1-31-25
A-131	First Floor Relected Ceiling Plan	1-21-25	2	1-31-25
A-132	Second Floor Reflected Ceiling Plan	1-21-25	2	1-31-25
A-133	Enlarged Ceiling Plans	1-21-25	2	1-31-25
A-135	Ceiling Details	1-21-25	2	1-31-25
A-151	Roof Plan	1-21-25	2	1-31-25
A-161	Roof Details	1-21-25	2	1-31-25
A-162	Roof Details	1-21-25	2	1-31-25
A-201	Exterior Elevations	1-21-25	2	1-31-25
A-202	Exterior Elevations	1-21-25	2	1-31-25
A-301	Building Sections	1-21-25	2	1-31-25
A-302	Building Sections	1-21-25	2	1-31-25
A-311	Wall Sections	1-21-25	2	1-31-25
A-312	Wall Sections	1-21-25	2	1-31-25
A-313	Wall Sections	1-21-25	2	1-31-25
A-314	Wall Sections	1-21-25	2	1-31-25
A-351	Section Details	1-21-25	2	1-31-25
A-352	Section Details	1-21-25	2	1-31-25
A-353	Section Details	1-21-25	2	1-31-25
A-361	Plan Details	1-21-25	2	1-31-25
A-362	Plan Details	1-21-25	2	1-31-25
A-400	Standard Restroom Details	1-21-25	2	1-31-25
A-401	Enlarged Restroom Plans	1-21-25	2	1-31-25
A-402	Enlarged Restroom Elevations	1-21-25	2	1-31-25
A-403	Enlarged Restroom Elevations	1-21-25	2	1-31-25
A-404	Enlarged Restroom Elevations	1-21-25	2	1-31-25
A-501	Canopy Plans, Elevations & Details	1-21-25	2	1-31-25
A-502	Canopy Plans, Elevations & Details	1-21-25	2	1-31-25
A-503	Sunshade Plans and Details	1-21-25	2	1-31-25
A-601	Door & Frame Schedule with Elevations	1-21-25	2	1-31-25
A-602	Door Details	1-21-25	2	1-31-25
A-603	Door Details	1-21-25	2	1-31-25
A-611	Exterior Store Front Elevations	1-21-25	2	1-31-25
A-612	Interior Store Front Elevations	1-21-25	2	1-31-25
A-613	Window Details	1-21-25	2	1-31-25
A-614	Window Details	1-21-25	2	1-31-25
A-701	Room Finish Schedule & Finish Material Specs	1-21-25	2	1-31-25
A-711A	First Floor Finish Plan	1-21-25	2	1-31-25
A-711B	First Floor Finish Plan Dimensions	1-21-25	2	1-31-25
A-712A	Second Floor Finish Plan	1-21-25	2	1-31-25
A-712B	Second Floor Finish Plan Dimensions	1-21-25	2	1-31-25
A-731	Interior Elevations	1-21-25	2	1-31-25
A-732	Interior Elevations 2	1-21-25	2	1-31-25
A-733	Interior Elevations 3	1-21-25	2	1-31-25
A-741	Enlarged Lobby Millwork	1-21-25	2	1-31-25
A-751	Standard Millwork Details	1-21-25	2	1-31-25
A-801	Enlarged Stair Plans & Details	1-21-25	2	1-31-25
A-802	Enlarged Stair Plans & Details	1-21-25	2	1-31-25

A-851	Elevator Section & Details	1-21-25	2	1-31-25
	<u>Fire Protection</u>			
FP-001	Fire Protection Notes, Ledgends & Schedules	1-21-25	2	1-31-25
FP-002	Fire Protection Details	1-21-25	2	1-31-25
FP-101	Level 1 - Fire Protection Floor Plan	1-21-25	2	1-31-25
FP-102	Level 2 - Fire Protection Floor Plan	1-21-25	2	1-31-25
FP-103	Level 1 - Fire Protection Ceiling Scope Plan	1-21-25	2	1-31-25
FP-104	Level 2 - Fire Protection Ceiling Scope Plan	1-21-25	2	1-31-25
	<u>Plumbing</u>			
P-001	Plumbing General Notes & Legend	1-21-25	2	1-31-25
P-100	Plumbing Underground Plan	1-21-25	2	1-31-25
P-101	Plumbing Level 1 Floor Plan - Sanitary	1-21-25	2	1-31-25
P-102	Plumbing Level 1 Floor Plan - Water	1-21-25	2	1-31-25
P-103	Plumbing Level 2 Floor Plan - Sanitary	1-21-25	2	1-31-25
P-104	Plumbing Level 2 Floor Plan - Water	1-21-25	2	1-31-25
P-151	Roof Plan - Plumbing	1-21-25	2	1-31-25
P-401	Plumbing Enlarged Plans	1-21-25	2	1-31-25
P-402	Plumbing Enlarged Plans	1-21-25	2	1-31-25
P-403	Plumbing Enlarged Plans	1-21-25	2	1-31-25
P-404	Plumbing Enlarged Plans	1-21-25	2	1-31-25
P-501	Plumbing Details	1-21-25	2	1-31-25
P-502	Plumbing Details	1-21-25	2	1-31-25
P-601	Plumbing Schedules	1-21-25	2	1-31-25
P-901	Plumbing Sanitary Riser Diagram	1-21-25	2	1-31-25
P-902	Plumbing Sanitary Riser Diagram - Enlarged	1-21-25	2	1-31-25
P-903	Plumbing Domestic Water Riser Diagram	1-21-25	2	1-31-25
	<u>Mechanical</u>			
M-001	HVAC Legend, Abbreviations, and Calculations	1-21-25	2	1-31-25
M-101	Level 1 - HVAC Plan	1-21-25	2	1-31-25
M-102	Level 2 - HVAC Plan	1-21-25	2	1-31-25
M-103	Level 2 - HVAC Piping Plan	1-21-25	2	1-31-25
M-104	Roof - HVAC Plan	1-21-25	2	1-31-25
M-501	HVAC Details	1-21-25	2	1-31-25
M-502	HVAC Details	1-21-25	2	1-31-25
M-503	HVAC Details	1-21-25	2	1-31-25
M-601	HVAC Schedules	1-21-25	2	1-31-25
M-701	HVAC Controls & Diagrams	1-21-25	2	1-31-25
M-702	HVAC Controls & Diagrams	1-21-25	2	1-31-25
	<u>Electrical</u>			
E-001	Electrical Legend and Notes	1-21-25	2	1-31-25
ES101	Electrical Site Plan	1-21-25	2	1-31-25
E-101	Level 1 Floor Plan - Power	1-21-25	2	1-31-25
E-102	Level 2 Floor Plan - Power	1-21-25	2	1-31-25
E-103	Roof Floor Plan - Power	1-21-25	2	1-31-25
E-104	Level 1 Floor Plan - Systems	1-21-25	2	1-31-25
E-105	Level 2 Floor Plan - Systems	1-21-25	2	1-31-25
E-131	Level 1 Floor Plan - Lighting	1-21-25	2	1-31-25
E-132	Level 2 Floor Plan - Lighting	1-21-25	2	1-31-25
E-501	Electrical Riser	1-21-25	2	1-31-25
E-502	Fire Alarm Riser	1-21-25	2	1-31-25
E-503	Low Voltage Riser	1-21-25	2	1-31-25
E-601	Electrical Schedules	1-21-25	2	1-31-25
E-602	Electrical Schedules	1-21-25	2	1-31-25
E-603	Electrical Panel Schedules	1-21-25	2	1-31-25
E-604	Electrical Panel Schedules	1-21-25	2	1-31-25
E-701	Electrical Details	1-21-25	2	1-31-25
E-702	Electrical Details	1-21-25	2	1-31-25

Attachment "C"

Kennesaw Public Safety Building
February 18, 2025

Allowances

Division 7 –

Metal Wall Panels Mock-up	\$ 6,000.00
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Division 10 –

Metal Shelving	\$ 5,000.00
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Signage

Interior	\$ 8,500.00
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Building Street Numbers	\$ 2,500.00
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6' Plaque	\$ 3,000.00
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MB-1 Metal Brackets	\$ 4,000.00
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Project Management & Installation	\$ 11,000.00
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Monumental Sign	\$ 25,000.00
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Division 32 –

Landscape & Irrigation	\$ 50,000.00
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Attachment "D"

Kennesaw Public Safety Building February 18, 2025 Assumptions & Clarifications

Division 01 – General Conditions

- Building Permit fees – by Owner
- NPDES and materials testing costs – by Owner
- Special inspections – by Owner
- Utility consumption costs are not included. Accounts to be set up by, and billed direct to, the Owner.

Division 03 – Concrete

- Weather protection for concrete is not included.
- Concrete SOG to have a minimum of 4" #57 stone and 10 mil vapor retarder per the Geo Hydro Report dated March 4, 2024.
- Concrete sidewalks are to be placed on compacted soil, no gravel bed with no wire mesh or fiber reinforced concrete per RFI #5 response.

Division 04 – Masonry

- Shop drawings for rebar and cast stone only are included.
- All other shop drawings are excluded.

Division 05 – Steel

- AISC certification for Structural Steel fabrication contractor is included.
- AISC certification for Structural Steel erection contractor is not included.
- All materials to be Mild Steel with one (1) coat of Gray shop primer, material preparation : SP-3

Division 07 – Waterproofing and Building Envelope

- Conductive primer for electronic leak detection @ roof is not included.
- ACM wall panels shall be manufactured by Alucobond and fabricated by Metal Design Systems. The finish shall be Standard two-coat Kynar finish color.
- Corrugated metal wall panels to be concealed fastener, "Shadow Rib" fabricated from 24 ga steel by MBCI available in standard two-coat Kynar finish color.
- Factory mitered corners are not available for the corrugated metal wall panels.
- Corrugated metal wall panels profile are to be per RFI# 4 response from Croft dated 8/29/2024.

Division 08 - Openings

- Level 1 glazing indicated as UL 752 will have applied Safety Film in lieu of Ballistic Glazing or Ballistic Film.

Division 10 - Accessories

- Toilet partitions are to be floor mounted, headrail braced, solid phenolic.
- No corner guards are indicated or included.
- Video Display System not required per RFI #7 response from Croft dated 9/20/2024.

Division 14 – Elevator

- Elevator pit construction will be coordinated based on TK Elevator submittals/shop drawings.

Division 26 - Electrical

- 1600 amp service from utility pole to transformer is excluded. It is assumed this scope will be provided by Georgia Power.

Division 28 – Electronic Safety & Security

- ERRC System is included.

Voice and Data

- Price includes a Panduit/General connectivity solution to match current standards used on other recent properties.
- Provide and install (1) 4-post rack and (2) two-post racks to accommodate the cabling and patching.
- Price Includes (441) CAT6 Plenum cables in the following configurations:
 - o (116) 2-Port Wall Locations.
 - o (22) 2-Port WAP Locations.
 - o (2) 2-Port Elevator Locations.
 - o (45) 2-Port TV Locations.
 - o (8) 2-Port Furniture Locations.
 - o (26) 2-Port Floor Locations.
 - o (24) 1-Port Cameral Locations.
 - o (6) 1-Port Access Control Locations.
- Provide and patch all closet side cabling. Field side patch cords and patching are not included.
- Upon completion of installation, provide as-built drawings to support the installation.

CCTV

- Provide and install a 64TB in (4) post rack provided by the telecom vendor.
- Provide (24) camera licenses to support the new building. For camera locations on the exterior of the building, provide surge protection at the camera side and closet side of cabling.
- Provide POE switches or injectors.
- In the rack with the server, provide and install a UPS system to support the switches and the server.
- Upon completion of installation, provide labor to add the new building to the existing CCTV systems access.
- Provide budget for alternate scope to add parking lot cameras once the site design is complete. Budget based on (4) cameras being added to the system. Budget may need

to be adjusted depending on site design and pole availability. Budget includes cameras, network/POE devices and fiber to connect to the MDF. It does not include conduits, 120V power at the poles, or the poles themselves.

Access Control

- Provide and install Avigilon access control system.
- Price includes expanding the door count of existing server to include (29) new doors and (2) gate locations.
- Each door location includes the following:
 - o Card Reader (Reader only at gate locations).
 - o Motion.
 - o Electric Strike/Magnetic Lock.
 - o Door Position Switch.
 - o PTE Buttons for Magnetic Locks.
 - o Auto Operators and Power.
 - o Auto Operator ADA Buttons.
- Provide and install plenum or OSP cabling for each door/gate location to the IDF.
- At gate locations, provide labor and coordinate with gate contractor to include these locations into the access control system.
- At two locations determined by the city, provide and install panic buttons and alarm panels to be monitored by the City's alarm monitoring provider.
- Upon completion of the installation, provide labor to add the door to the existing Avigilon System.

Division 31 – Earthwork and Site Utilities

- Tap, DDC/vault, meter, impact, and permit fees are not included.
- All exported soils are to be placed in the material storage area at the rear of the property.
- All owner materials currently in the storage bins at the lower area where the existing walls to be removed per C-200 are to be relocated by the owner.
- The exact location of the 108" storm water pipe system may need to be adjusted so as not to require shoring for excavation adjacent to the existing covered porch area at the rear of the Public Works building.
- Screened topsoil is not included. Existing topsoil to be re-spread and re-used.
- Undercut and replacement of unsuitable soils of the existing parking lots and drives is not included.

Division 33 – Utilities

- Domestic water back flow preventer is to be install in concrete vault.
- Relocation of existing underground gas line to Public Works Building generator is not included.
- Installation of new underground gas line to Public Safety Building is not included.
- Installation of new underground gas line to new generator is not included
- Relocation of existing underground electrical service for Public Works Building transformer is not included.
- Installation of new underground electrical service to Public Safety Building is not included.

- All tap fees are not included.
- All meter fees are not included.



Item Report

TO: The Honorable Mayor and City Council

FROM: Bill McNair, Parks & Recreation Director

DATE: February 24, 2025

TITLE: **Resolution: 2025 RCS Productions Contract**
Consideration for approval of a Resolution executing a contract with RCS Productions Inc. for the 2025 Concert Series.

Summary:

RCS Productions agrees to provide services for the following 2025 concert series:

Saturday, March 29th - Loverboy and the opening act will perform from 6:30 p.m. - 9:30 p.m.
 Saturday, May 3rd - Shot Thru The Heart and the opening act will perform from 6:30 p.m. - 9:30 p.m.
 Saturday, June 14th - Who's Bad and the opening act will perform from 6:30 p.m. - 9:30 p.m.
 Thursday, July 3rd - Guardians of The Jukebox and the opening act will perform from 6:30 p.m. - 9:30 p.m.
 Saturday, September 20th - Yacht Rock Schooner and the opening act will perform from 6:30p - 9:30 p.m.

Recommendation:

The Parks and Recreation Director recommends the approval of the 2025 RCS Productions contract.

Fiscal Impact:

Attachments:

1. RES 2025 - Productions Contract
2. KENNESAWCONCERTS2025V2

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-_____, 2025

RESOLUTION TO APPROVE 2025 RCS PRODUCTIONS CONTRACT.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW, COBB COUNTY, GEORGIA, AS FOLLOWS:

WHEREAS, the City of Kennesaw promotes the activation of the Piedmont Bank Amphitheater at Depot Park; and

WHEREAS, the City has selected five (5) acts to perform during the 2025 Concert Series; and

WHEREAS, RSC Productions Inc. has agreed to provide services to execute the proposed schedule with the selected artists for the Concert Series for a fee totaling \$127,750.

THEREFORE, BE IT RESOLVED the City Council hereby authorizes the Mayor to execute the 2025 RSC Productions contract.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of March, 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



CONTRACT

2312 Peachford Road
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: February 17, 2025

By Mutual Agreement RCS Productions Inc. herein referred to as PRODUCER has engaged the services of:

Date	Artists	
Saturday, March 29, 2025	Loverboy	8:00-9:30
	Support TBD	6:30-7:30
Saturday May 3, 2025	Shot Thru The Heart	8:00-9:30
	Support TBD	6:30-7:30
Saturday June 14, 2025	Who's Bad	8:00-9:30
	Support TBD	6:30-7:30
Thursday July 3, 2025	Guardians Of The Jukebox	8:00-9:30
	Support TBD	6:30-7:30
Saturday Sept 20, 2025	Yacht Rock Schooner	8:00-9:30
	Support TBD	6:30-7:30
	SERIES TOTAL \$127,750.00	

EVENT: Kennesaw Summer Concerts **PERFORMANCE TIMES:** Per above
VENUE: Kennesaw Depot Park **REPORT TIME:** TBA
2828 Cherokee St. NW, Kennesaw, GA
PURCHASER: City Of Kennesaw, GA **MERCHANDISE RATE:** 100% Artist Sells
CONTACT: Elizabeth Weaver **RIDER ATTACHED:** Yes
MOBILE: 404-423-1919

PLEASE READ/SIGN THE RIDER AS IT IS AN IMPORTANT PART OF THIS AGREEMENT

FEE: \$ 127,750.00	TO BE PAID IN THE FOLLOWING MANNER
DEPOSIT: \$ 63,875.00	DUE BY: March 21, 2025
PAYABLE TO: RCS PRODUCTIONS	
BALANCE: \$ 63,875.00	DUE BY: May 3, 2025
PAYABLE TO: RCS PRODUCTIONS	
ARTIST TO BE PAID IN FULL RAIN OR SHINE	

ARTIST TO SUPPLY: Artist, Artist Travel, & Backline Gear
RCS PRODUCTIONS TO SUPPLY: Sound, Lights, Stagehands, S&L Techs, Trucking,
On Site Production/Show Coordinator under separate invoice
PURCHASER TO SUPPLY: Stage, Stage Motors, Power, Permitting & Green Room & Lodging (where applicable)

PURCHASER: City Of Kennesaw, GA
NAME: Derek Easterling

AGENCY/PRODUCER: RCS Productions
NAME: Stephen Moore

x _____ DATE _____

x Stephen Moore DATE 02.17.2025

ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below
 - ☐ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.
 - ☐ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.
 - ☐ Check here if RCS PRODUCTIONS is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.
- 2.. PURCHASER agrees to provide the show site and other areas as reasonably necessary for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.
3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to ~~pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to~~ obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law. PURCHASER agrees to provide proof of such insurance in a form satisfactory to PRODUCER not less than 15 days prior to the Performance and if PURCHASER fails to do so, PRODUCER may terminate this Agreement or purchase such insurance coverage and in such event, PURCHASER shall be responsible for reimbursing PRODUCER for any documented out of pocket costs associated with such purchase of insurance coverage. PURCHASER shall not disclose that PERFORMER will be performing as set forth herein, or the time, date, or place of PERFORMER'S Performance until March 25, 2022.
4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. PURCHASER further agrees, to the extent allowable by law, to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and reasonable attorneys' fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be reasonably required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.
5. PRODUCER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the PURCHASER, its officials, officers, directors, agents, employees, and insurers, from and against all liability, claims, demands, suits, actions, or proceedings of any kind, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss, or damage, attorneys' fees, or any loss of any kind whatsoever, which arise out of or are in any manner connected with PRODUCER'S negligence, this Agreement, including workers' compensation claims, in any way resulting from or arising from the services rendered by the PRODUCER, its employees, agents, or subcontractors, or others for whom PRODUCER is legally liable, under this Agreement.
6. PURCHASER shall use best efforts to ensure that no part of the Performance shall be professionally recorded, reproduced, or transmitted in any manner or by any means whatsoever in the absence of a specific written agreement with PRODUCER and PERFORMER relating to and permitting such recording, reproduction or transmission. (audience cell/mobile phones are acceptable)
7. PRODUCER agrees to contract with the PERFORMER for a performance as described in this Agreement (the "Performance"), which shall occur as a part of the event described above in this Agreement (the "Event"). PRODUCER shall at all times have complete control and supervision over the services of its personnel and contractors as well as the content of the Performance to fulfill the requirements of this Agreement. PRODUCER reserves the right to make reasonable adjustments to the Performance time in coordination with PURCHASER, including but not limited due to inclement weather, unexpected delays, circumstances outside of PRODUCER's control and delays caused or contributed to by the PERFORMER, subject to the terms of this Agreement.
8. It is expressly agreed the RCS PRODUCTIONS., herein acts as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents, except as provided herein.
9. To the extent allowable by law, PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.
10. This Agreement may only be terminated for cause. In the event of termination for cause, without limiting any other remedies available at law or in equity, the terminating party shall be entitled to payment for services rendered or actual costs expended in reliance thereof, or refund of payments for services not rendered or costs expended in reliance thereof. If PURCHASER postpones the performance without cause, PURCHASER agrees to use its best efforts to reschedule the performance for a mutually agreeable date and will reimburse PRODUCER for any documented out of pocket expenses incurred by such a postponement such as, but not limited to, travel expenses. If a performance is cancelled by PURCHASER without cause, and is not rescheduled to a mutually agreeable date, the PURCHASER agrees to pay the full contracted fee for such performance. As used herein, the term "without cause" shall include any postponement or cancellation by PURCHASER that is not caused by force majeure or PRODUCER'S material breach of this Agreement.
11. "Force Majeure" shall mean state of emergency due to weather; illness, death or incapacitation of a key member of the PERFORMER or death or life threatening illness of an immediate family member of a key member of the PERFORMER; any present or future statute, laws, ordinance, regulation, order, judgment or decree; act of God; earthquake; flood; fire; epidemic; accident; explosion; casualty; lockout, boycott, strike, or labor controversy (including, but not limited to, threat of lockout, boycott or strike); riot, civil disturbance, war or armed conflict (whether or not there has been an official declaration of war or official statement as to the existence of a state of war), invasion, occupation, intervention of military forces, act of public enemy, embargo, or act or threat

of terrorism; delay of a common carrier; disruption of air traffic; any inability without fault on the PURCHASER'S part to obtain sufficient material, labor, transportation, power or other essential commodity required in the conduct of its business or services; or any other similar or dissimilar cause or causes outside the reasonable control of a party hereto. In the event that the performance of any of the covenants, duties, or obligations of this Agreement on the part of the PRODUCER or the PURCHASER shall be prevented, interrupted, delayed or suspended by any force majeure event, as defined herein, either party may terminate this Agreement without any liability on either party for any damages arising from such termination. Termination for a force majeure event shall not be deemed a breach of the Agreement. In the event of the cancellation of the performance(s) for a force majeure event, PURCHASER shall use its best efforts to re-engage PRODUCER within a twelve month period on the same terms and conditions set forth herein.

12. Weather shall not be considered a Force Majeure event for an outdoor performance. In the event of inclement weather an alternate location must be selected. If an alternate location is not selected and the Purchaser cancels the performance, the Purchaser agrees to pay the full contracted fee for said performance. In such case, there will be no claim for damages by either party, and any other cancellation of the Event by PERFORMER will result in the deposit being refunded in full to PURCHASER or a comparable PERFORMER will be provided by PRODUCER upon PURCHASER approval.

13. This Agreement may not be assigned or transferred by a party without the prior written consent of the other party. This Agreement may not be assigned or transferred by a party without the consent of the other party. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Georgia, regardless of place of performance. Venue and jurisdiction for any lawsuits arising from or relating to this Agreement shall be in Fulton County, Georgia, or the federal district court for the Northern District of Georgia. This Agreement may not be altered or amended except in writing and signed by all the parties hereto. This Agreement, including but not limited to the initial page entitled "Contract", these Additional Terms and Conditions and any additional written Rider or other attachment(s) (collectively the "Agreement") constitute the entire agreement of the parties hereto. This Agreement represents the jointly bargained for agreement of the parties and no presumption or rule in favor of or against either party shall apply to any term or provision of this Agreement on the basis of that party having been deemed to have drafted such term or provision.

14. In the event any of the terms of this Agreement conflict, the terms of any Rider or other attachment shall control, and if there are multiple Riders or attachments, they shall govern based on their dates, with the most recent Rider or attachment governing over any earlier Riders or attachments; thereafter, the Additional Terms and Conditions shall control; and thereafter the initial page entitled "Contract" shall control.

15. To the Extent of Georgia Law, All indemnification provisions, warranty provisions, and all other provisions contained in this Agreement which, by their terms, may extend beyond the termination, rescission, or revocation of this Agreement shall survive the termination, rescission, or revocation of this Agreement. The parties hereto agree that in the event any provision of this Agreement is deemed illegal or unenforceable by any court or tribunal of competent jurisdiction then such provision shall be deemed not to be a part of this Agreement and shall be deemed to be automatically modified and reformed so as to comply with any applicable law and so as to carry out the intent of the parties hereto to the greatest extent possible; however, if such modification is not possible, then such provision shall be deemed to be void and stricken in its entirety from this Agreement, with all other remaining provisions of this Agreement remaining in full force and effect. The waiver by either party of any breach or default by the other party shall not constitute or be construed as a waiver of any subsequent breach or default of the same or any other provision hereof. Any captions or head notes herein are intended for convenience and for reference purposes only, and shall in no way define or limit the scope or intent of this Agreement or any portion thereof. Nothing contained in this Agreement shall be deemed to create any contractual or third party beneficiary relationship between any parties other than PRODUCER and PURCHASER.

16. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. The parties hereto stipulate that facsimile signatures shall be deemed originals.

17. Any notice which may be required or permitted to be given under any provisions to this Agreement shall be deemed to have been duly given upon the earlier of (i) 5 days after deposit in the U.S. mail by registered or certified, postage prepaid, or (ii) actual receipt by confirmed facsimile, hand delivery or overnight delivery services, to the PRODUCER or PURCHASER at their respective addresses indicated in this Agreement, or if none is indicated, to the last known address for such party.

PURCHASER:

By: _____
Name: Derek Easterling
Title: City of Kennesaw

KENNESAW 2025 CONCERTS RIDER HIGHLIGHTS

In addition to the performance fee the purchaser agrees to provide the following at their cost to meet the contract requirements and insure a successful and enjoyable performance:

PRODUCTION SERVICES:

Sound, lights, techs, stage hands and an DOS RCS Rep will be invoiced separately for each show.

LODGING:

Shot Thru The Heart – (3) dbl hotel rooms at Hilton Garden Inn type property or better for (1) night
Who's Bad - (9) Single hotel rooms at Hilton Garden Inn type property or better for (1) night

PARKING:

Access for band and crew trucks.

SECURITY:

Per venue/city

Ground Transportation:

12-15 passenger vehicle with driver/runner available from load in through load out (Loverboy Only)

MERCHANDISING AREA:

Merch tent with power, tables, chairs, & light for artist merch sales where applicable

Dressing Rooms:

Please provide a climate controlled dressing area and or green room area for the artist with power washrooms tables chairs etc...

Hospitality:

Meal Buyout or catered dinner is acceptable for all artists & crew. Loverboy Lunch & Dinner
Basic refreshments at stage- cooler; bottle water, sodas, etc..from load in through load out
Basic refreshments in green room; bottled water, sodas, coffee & tea, etc..

Snacks and any particular dressing room requests RCS will communicate for each show.

X _____ X _____
Derek Easterling– City of Kennesaw, Ga Date

X Stephen Moore X 02.17.2025
Stephen Moore of RCS Productions Date



Item Report

TO: The Honorable Mayor and City Council
FROM: Bill McNair, Parks & Recreation Director
DATE: February 24, 2025
TITLE: **Resolution: 2025 Sports Association Facility Use Agreement**
Consideration for approval of a Resolution renewing the 2025 Sports Association Facility Use Agreement.

Summary:

The Kennesaw Baseball and Softball Association renews this agreement March of each year.

Recommendation:

The Parks and Recreation Director recommends the approval of the 2025 Sports Association Facility Use Agreement.

Fiscal Impact:

Attachments:

1. RES 2025 - Sports Association Agreement
2. 2025 KBSA Contract- Final

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025 __

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
SPORTS ASSOCIATION FACILITY USE AGREEMENTS**

WHEREAS, the City recognizes that youth sports benefits the children, youth and adults of the City and surrounding community; and

WHEREAS, volunteer sports associations provide the city and community with a variety of youth sports including baseball and softball; and

WHEREAS, the City desires to renew the agreement with the Kennesaw Baseball and Softball Association for the purpose of providing these services.

NOW, THEREFORE, BE IT RESOLVED the City Council hereby authorizes the Mayor to execute the Sports Association Facility Use Agreements renewing the agreements for an additional one (1) year term.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of March 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor

**CITY OF KENNESAW
SPORTS ASSOCIATION FACILITY USE AGREEMENT**

This agreement made this _____ day of March 2025. (The “Effective Date”) by the City of Kennesaw, Georgia (hereinafter referred to as “the City”) and Kennesaw Baseball & Softball Association, a non-profit organization (“hereinafter referred to as “the Association”).

WITNESSETH:

In consideration of the mutual agreements contained in this document, the City and the Association agree as follows:

1. The Association agrees to provide an independent youth sports program in accordance with all ordinances, policies and procedures for youth sports associations.
2. This term of this agreement shall be for the 2025 spring season on the effective date hereof and terminating on November 1, 2025 (the “Term”). Thereafter, prior to the expiration of this agreement, the Kennesaw Parks and Recreation Department Director shall recommend to the Mayor and Council whether or not to renew this agreement for another term.
3. The Association shall be a Georgia incorporated tax-exempt non-profit entity.
4. The Association shall collect non-Cobb resident fees at the time of registration and submit payment with backup registration information to your assigned liaison within two (2) weeks after the first scheduled game/event. The Association shall also pay a facility and service fee for every participant registered in the program, for each season, within two (2) weeks of the first scheduled game/event.
5. The Association agrees that the facilities will be used in a safe manner and in compliance with all applicable federal and state laws, City ordinances, rules and regulations, and as may be amended from time to time.
6. The Association agrees to provide a list of officers and phone numbers in addition to all proposed dates for facility use, fees and length of season. All Association board meeting dates and times shall be submitted in writing to your assigned liaison at least seven (7) days prior to meeting date. Registration information shall include parent’s/parents’ names, participants name, date of birth, addresses and email addresses or electronic data of all player registration forms. Unless otherwise authorized, this information is for City use only and shall not be sold or provided for non-association use.
7. All proposed practices, games and tournament schedules must be submitted, via email to your assigned liaison and approved. The Association agrees to provide your assigned liaison with all schedules at least one (1) week prior to all practices, games and tournaments. The city will be responsible for all field preparation for practices and league games. Your assigned liaison shall be notified of any make-up game by 10 a.m. on game day. If notification is received after 10 a.m., the Association will be responsible for

preparation of the fields. The city will be responsible for cost of preparation if not completed given the information before 10 a.m.

8. Use of lighted facilities, by post-season, travel, or All-Star teams, after the end of the regular season must be approved by your assigned liaison. Your assigned liaison may specify lighted fields to be used by travel teams in the off-season at his/her discretion.
9. All registration fees must be reviewed by the Kennesaw Parks and Recreation Director. The Association shall provide, on an annual basis, a Financial Review or a Compilation of Financial Records by a CPA to your assigned liaison within thirty (30) days after the submission of tax documents.
10. At the beginning of each season, the Association shall submit its budget to the Parks and Recreation Department. At the end of the calendar year, a balance sheet with a corresponding bank statement shall be submitted to your assigned liaison and will be reviewed and approved by the Kennesaw Parks and Recreation Director.
11. Allocation of field space and facilities will be determined and approved by the Parks and Recreation Department. Field time not scheduled shall revert back to the City to schedule for other Associations, Groups or City programs. Also, field time not scheduled by the Association may be scheduled for use by another city association as determined by your assigned liaison. All items purchased by the Association, including but not limited to: all indoor batting cage facilities, L Screens, wind screen, concession items, rakes, chalk and any other item purchased by the Association may not be used by any other entity without written consent from the Association.
12. The City reserves the right to hold periodic special events that may preclude Association usage of city facilities. The City, if possible, may give thirty (30) days notice to the Association prior to the Event.
13. The Association shall carry at all times during the term of this agreement a minimum one million dollars (\$1,000,000) of General liability insurance coverage, with the City named as additional insured. A summary copy of policy shall be provided to your assigned liaison.
14. The Association shall not cause or permit damage to the facilities. The Association shall make no alteration, addition, or improvement to the facilities without the prior written consent of the City. Such alterations, additions, or improvements shall become and remain City property.
15. The City will be responsible for all vertical netting for fields and the entirety of the batting cages. The City will also be responsible for additional features of playing fields such as but not limited to back stop pads, windscreens, fence toppers, etc. The city will be responsible for field lighting, scoreboards (not including upgrades), functioning restroom facilities, horizontal overhead netting between fields, bases, base plugs, pitching

rubbers, infield mix, drainage, mowing, safety and general conditions of the playing surface, and field maintenance, etc.

16. The Association will be responsible for purchasing and maintaining all concession equipment such as but not limited to refrigerators, coolers, etc. The city will be responsible for all facility related cost or repairs, to include HVAC, lighting, grease traps, stove and vent hoods, etc. Any upgrades to the city provided equipment will be at a cost to the Association.
17. Failure of the City or Association to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any subsequent breach of terms or conditions.
18. The City or its staff may enter the facilities at any time during the period of this agreement for inspection or supervision as deemed necessary.
19. The Association shall have a board member present at the park in order to promptly handle Association problems that may arise, including, but not limited to, unbecoming conduct from spectators, parents or coaches. In addition, City staff shall enforce park rules and ordinances and will assist the Association when necessary.
20. The Association is responsible for general policing of its area around athletic fields and concession stands. This task shall be completed after every game. The Association may use concession areas associated with the facility but shall be required to properly clean and supervise all facilities.
21. The City reserves the right to cancel any scheduled activity on City facilities when it determines that such use, in bad weather, would damage the fields or if the city feels that the health and safety of the participants may be affected.
22. It is agreed and understood that the Association hereby indemnifies and agrees to hold the City and its officers agents and employees from any and all acts of negligence, malfeasance, nonfeasance and from any and all other claims of damages, loss of income, and liability of any type whatsoever to participants or property arising out of the performance of this agreement and that the Association shall indemnify the City from any claims, demands, losses, adverse judgments, and attorney fees for any liability whatsoever incurred by the City as a result of the Association's performance of this agreement.
23. This agreement may be amended or modified only by a written agreement between the City and the Association. Such amendment shall become effective following the approval of the Mayor and City Council.
24. It is the understanding of the City and the Association that nothing contained in this agreement shall be interpreted to assign to the Association any status under this agreement other than that of an independent contractor.

25. Nothing within this agreement shall be deemed to be a waiver of the City's governmental immunity.
26. It is agreed between the City and the Association that this agreement shall be executed in an original and one copy, which may be used for any purpose for which the original may be used.
27. The City of Kennesaw's primary point of contact and coordinator for this agreement shall be the Parks and Recreation Director or their designee. They will serve as the City's representative in all matters related to this agreement. The Association's designated representative shall be its President.
28. The Association shall have the right to assign the interest it holds in this agreement only with the prior written approval of the City.
29. The facilities shall not be used for any purpose other than those designated within this agreement without the written consent of the City.
30. The Association shall not deny participation in any park or program based on race, color, national origin, religion, sex, age, or disability.
31. All officers who handle money or sign checks must be bonded. Proof of bonded officers must be submitted to your assigned liaison, on an annual basis, after the renewal of this agreement. Also, a written policy and procedures for the depositing of funds must be forwarded to the City for approval.
32. Background checks must be completed on an annual basis on all coaches, team parents or any volunteer, prior to volunteers working with minors, and needs to be submitted to the Kennesaw Parks and Recreation Department. Eligible volunteer cards will be issued through the City of Kennesaw on annual basis. All appeals shall be made to the Kennesaw Parks and Recreation Department Appeals Committee.
33. A current copy of the Association's by-laws must be submitted to the Parks and Recreation Department each year.
34. Proof of issuance of 1099 forms should be submitted to the Parks and Recreation Department by March 1 of each year.
35. The Association must have a sufficient number of adults present to supervise all scheduled activities from the time the children arrive until every child has left the facility. At least one Association board member, that is not occupied with other duties such as coaching or operating the concession stand, shall be present at all times while games are being played. When possible, City staff shall be notified which board member is on duty that day.

36. To improve and insure accurate and effective communication between the city and the Association all concerns, requests, schedules or pertinent information shall be communicated by email to the president of the Association and City staff including Director of Parks and Recreation.
37. The Association must make registration available to county residents at least one week prior to non-residents.
38. For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the respective addresses: _____.
39. Either party may terminate this agreement if the other party fails to comply with its terms and conditions. Written notice of intent to terminate must be provided at least sixty (60) days in advance. If the breach is remedied within the notice period to the satisfaction of the non-breaching party, the agreement shall remain in effect.
40. The City will be required to add Kennesaw Baseball & Softball Association to all marketing for city sports e.g. the city sports book. The City must send a minimum of 8 registration information emails annually to the contacts in the City system.
41. The City will provide a meeting room on the first Monday of each month at an indoor facility from 6:30pm – 8:30pm for board meetings

ASSOCIATION NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

CITY OF KENNESAW

Designated Liaison: _____

Ben Robertson Community Center
2753 Watts Drive, Kennesaw, GA 30144

SIGNATURES: For the Association:

President:

Name: Lari Hallman

Title: President

Signature: _____

Board Member:**Name:** Cat Scragg**Signature:** _____**For the City of Kennesaw:****Mayor:****Name:** Derek Easterling**Signature:** _____**City Clerk:****Name:** Lea Alvarez**Signature:** _____

Document/Requirement	Due Date
Non-resident fees & backup documentation	Within 2 weeks of first game/event
Facility & service fees	Within 2 weeks of first game/event
Annual Financial Review/CPA Compilation	Within 30 days after tax submission
Seasonal budget submission	Before season start
Year-end balance sheet & bank statement	End of calendar year
List of officers & contact information	Before season start
Board meeting schedules	At least 7 days before meeting
By-laws submission	Annually, before season start
Proof of bonded officers	Annually, after agreement renewal
Proof of 1099 issuance	By March 1 each year
Background checks for volunteers	Annually, before working with minors
Practice, game, and tournament schedules	At least 1 week prior to occurrence
Make-up game notification	By 10 a.m. on game day
Proof of insurance coverage	Before season start



Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: February 24, 2025

TITLE: **Resolution: 2025 Livable Centers Initiative (LCI) application**
Consideration for approval of a Resolution authorizing support for the Livable Centers Initiative (LCI) planning grant application and committing the required matching funds.
Case MISC#2025-02.

Summary:

Recommendation:

Zoning Administrator recommends approval for the submission of an application to the Atlanta Regional Commission for the Livable Centers Initiative (LCI) grant program.

Fiscal Impact:

Attachments:

1. RES 2025 - Livable Center Initiative (LCI)

**CITY OF KENNESAW
GEORGIA**

RESOLUTION NO. 2025-_____

**A RESOLUTION AUTHORIZING SUPPORT FOR THE LIVABLE CENTERS INITIATIVE
(LCI) PLANNING GRANT APPLICATION AND COMMITTING THE REQUIRED
MATCHING FUNDS**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KENNESAW,
COBB COUNTY, GEORGIA, AS FOLLOWS:**

WHEREAS, the City of Kennesaw supports regional efforts to create vibrant, walkable communities with increased mobility options that will enhance access, improve safety and reduce dependence on automobiles; and

WHEREAS, the City of Kennesaw is committed to enhancing walkability through a well-planned system of pedestrian linkages that will promote quality of life and sense of place among residents; and

WHEREAS, the City of Kennesaw aims to stimulate economic growth by identifying potential catalytic areas along Cobb Parkway, with the vision of encouraging development that seamlessly integrates with and feeds into the city's downtown, thereby creating a more cohesive and economically vibrant urban core; and

WHEREAS, the City of Kennesaw is dedicated to fostering compatible land uses that complement the downtown area, through the development of a robust commercial corridor and gateway access that will serve as a welcoming entry point to the city, enhancing both aesthetic appeal and functional connectivity; and

WHEREAS, the City of Kennesaw is committed to ongoing outreach and planning efforts, actively engaging the public in the planning process

NOW, THEREFORE, BE IT RESOLVED the Kennesaw City Council does hereby RESOLVE to support the application for planning funds through the Livable Center Initiative (LCI) program.

BE IT FURTHER RESOLVED, the City will set aside the required 20% matching funds, totaling \$40,000, as a major step in preserving the health, well being and economic vitality of our community.

PASSED AND ADOPTED by the Kennesaw City Council on this ____ day of March 2025.

ATTEST:

CITY OF KENNESAW

Lea Alvarez, City Clerk

Derek Easterling, Mayor



Item Report

TO: The Honorable Mayor and City Council

FROM: Darryl Simmons, Zoning Administrator

DATE: February 24, 2025

TITLE: **Final Plat Application: 3560, 3530 Cherokee Street and 1880, 1875 Maple Drive**
 Final plat application submitted by East Park JV LLC, VCP Kennesaw, and VCP Kennesaw PCB, LLC for (parcel # 20009904310, 20009904320, 20009904330, 20009904350); the final plat was submitted to revise the property line for Tract 2, Tract 7, Tract 4 and Tract 5 as well as notate updates to Cobb County easements (waterline, vault, sanitary and access easement). Case #FP2025-01.

Summary:

The final plat was submitted for the development of the new mixed-used development known as East Park Village that consists of 33.95 +/- acres of land. A final plat for the project was approved and recorded (Plat Book 281 Page 242) in 2022. This final plat application was submitted to revise the property line for Tract 2, Tract 7, Tract 4 and Tract 5 as well as notate updates to Cobb County easements (waterline, vault, sanitary and access easement). The Plan Review Committee has reviewed the final plat and deemed the plat is in compliance and recommends approval.

Recommendation:

Zoning Administrator recommends approval of the final plat.

Fiscal Impact:

Attachments:

1. FP2025-01_3590 Cherokee St_Application
2. FP2025-01_3590 Cherokee St (East Park)_PRCLetter
3. FP2025-01-3590 Cherokee St (East Park)_ Warranty Deeds
4. FP2025-01_3590 Cherokee St (East Park)_ Legal Description
5. FP2025-01_3590 Cherokee St (East Park)_CobbTaxes
6. FP2025-01_3590 Cherokee St (East Park)_CityTaxes
7. FP2025-01-3590 Cherokee St (East Park)_Survey



Date Received 12/17/24

Staff's Initials CMC

PRELIMINARY, FINAL AND REVISE PLAT APPLICATION

Required Fee \$250.00

Preliminary Plat _____ Final Plat _____ Revised Plat X Parcel Combination _____ reconfiguration _____ Parcel Split _____

Is this property located within the Kennesaw Historic District (yes) _____ (no) X

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND PLAN REVIEW STAFF PRIOR TO THE SUBMISSION OF THE APPLICATION IS MANDATORY.

Date of Consultation 8/28/2024

Staff Initials CMC

DEVELOPMENT NAME

East Park

Number of Units _____

PURPOSE OF DEVELOPMENT commercial

WHAT IS THE REVISION BEING MADE revise commercial tracts, add Cobb County easements

ADDRESS OF PROPERTY 3590 Cherokee Street

Parcel ID 20-00990-4270 Lot Size varies Present Zoning T40

Current Use commercial Proposed Use commercial

APPLICANT East Park JV LLC, VCP Kennesaw LLC, VCP Kennesaw PCB LLC

Applicant address _____

(Phone #) _____

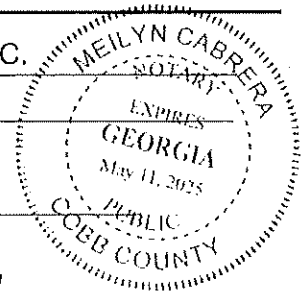
Email Address _____

Applicant Signature [Signature]

Signed, sealed and delivered in presence of: _____

Notary

12/17/2024
Date



REPRESENTATIVE Nicholas Ashdown (Phone #) 4704240488 Email Address _____

Representative Signature [Signature]

Signed, sealed and delivered in presence of: _____

Notary

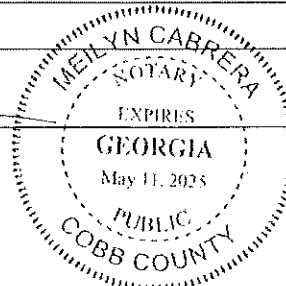
12/17/2024
Date

TITLEHOLDER Same as applicant (Phone #) _____

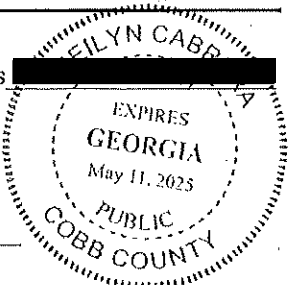
Titleholder Signature [Signature]

Address _____

Signed, sealed and delivered in presence of Notary _____



Date 12/17/2024





CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

A separate form must be completed by each applicant

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 Mayor and Council or Planning Commission who will consider the application? No

If "Yes," the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of the City of Kennesaw within ten (10) days after this application is first filed.

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

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made:

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution:

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 Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application:

I certify that the foregoing information is true and correct, this 17th day of December, 2024


Applicants Signature

¹ If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of the City of Kennesaw, Georgia. 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.

² 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.



Community Development Department
Plan Review Committee

Plan Review Coordinator
Scott Banks, Building Official

Plan Review Committee Members
Darryl Simmons, Zoning Administrator
Ricky Stewart, Public Works Director
Luke Howe, Economic Development Director

To: Mayor and Council

From: Plan Review Committee

Date: February 24, 2025

The final plat (FP2025-01) was submitted by the applicant East Park JV LLC, VCP Kennesaw, VCP Kennesaw PCB, LLC for 3590 Cherokee St and it was received and reviewed by the Plan Review Committee.

The final plat was submitted for the development of the new subdivision known as East Park consist of mixed-use development on 33.95+/- acres of land. The final plat revises the property line for Tract 2, Tract 7, Tract 4 and Tract 5 as well as notates updated easement (waterline, vault, sanitary and access easements). All members of the Plan Review Committee have verified said plat, and all comments were addressed. The final plat is in compliance and ready for your consideration and approval.

Scott Banks, Plan Review Coordinator

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35299(B)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 17 day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

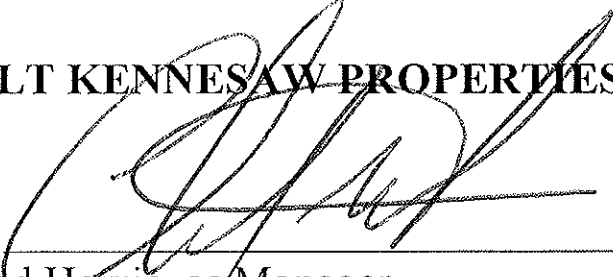
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

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

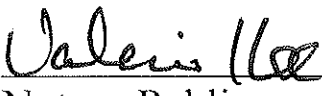
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: 06-21-19

(Affix Seal)

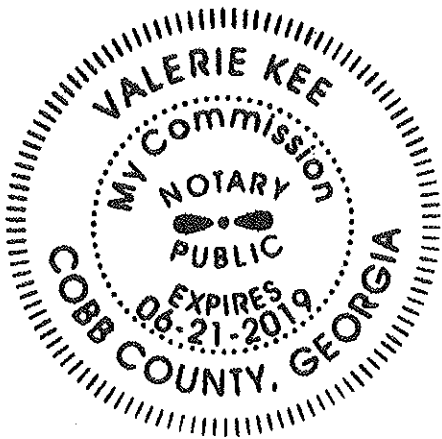


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

ALL THAT TRACT OF PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA, CONTAINING ONE-HALF (1/2) ACRE, MORE OR LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER ON THE EAST SIDE OF SHILOH ROAD AND THE NORTH SIDE OF DOGWOOD DRIVE AND RUNNING THENCE EAST ALONG THE NORTH SIDE OF DOGWOOD DRIVE 200 FEET TO A CORNER; THENCE NORTH ALONG THE LAND OF PAUL E. LAIRD 90 FEET; THENCE WEST ALONG THE LAND OF L.C. CHALKER 200 FEET TO A CORNER ON THE EAST SIDE OF SHILOH ROAD; THENCE SOUTH ALONG THE EAST SIDE OF SHILOH ROAD 90 FEET TO THE POINT OF BEGINNING.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2018 and subsequent years, not yet due and payable.
2. Easement from Frank D. Boone to Cobb Electric Membership Corporation, dated January 21, 1986, filed for record September 25, 1986, recorded in Deed Book 4133, Page 39, aforesaid Records.

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
3484 Russell Dr.

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35299(A)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 17th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "**Permitted Exceptions**"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "**Property**").

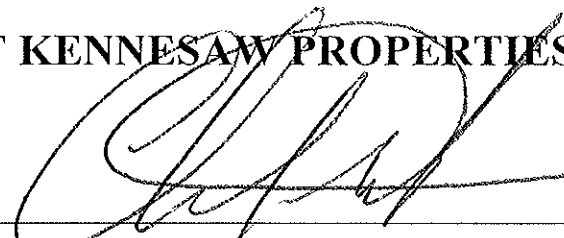
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

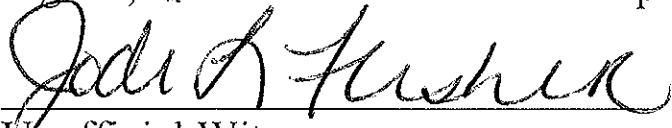
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

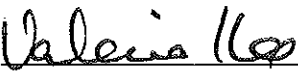
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: 6-21-19

(Affix Seal)

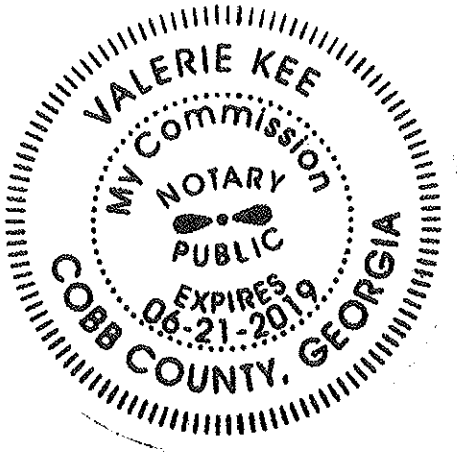


EXHIBIT "A"

(Legal Description)

All that tract or parcel of land lying and being in Original Land Lot No. 99, of the 20th District, 2nd Section, Cobb County, Georgia, being all of Lot No. 18, L.C. Chalker Mobile Home Village, Unit One, as more particularly shown on plat recorded in Plat Book 16, Page 196, Cobb County, Georgia records, which plat is hereby referred to and incorporated herein by reference thereto for a more complete description of said lot, being improved property now or formerly known as 3484 Russell Drive , according to the present system of numbering in Cobb County, Georgia.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters shown on plat recorded in Plat Book 16, Page 196, Cobb County, Georgia records.

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
1811 Rock Springs Dr

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899 (A)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 20th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "**Permitted Exceptions**"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "**Property**").

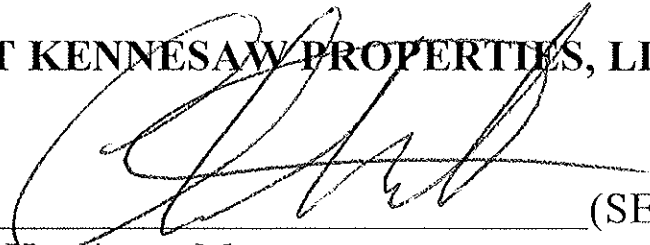
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

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

GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: 6-21-19

(Affix Seal)

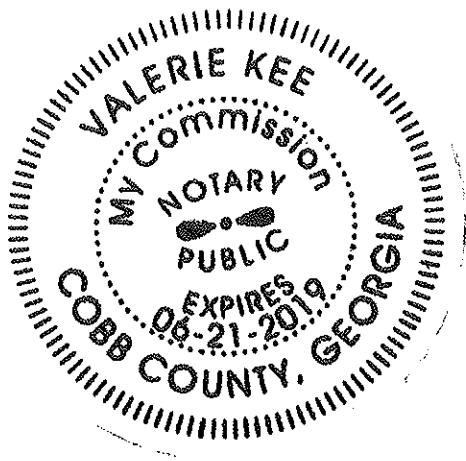


EXHIBIT "A"

(Legal Description)

All that tract or parcel of land lying and being in Land Lot 99, Second Section, Twentieth District, Cobb County, Georgia. This tract is also known as Lots 12 and 13 of the L. C. Chalker Mobile-Home-Village, Unit No. 1, Surveyed in October 1957, by Robert T. Weaver, Surveyor, Plat being recorded in the Clerk's Office in Cobb County, Georgia, in plat Book 16, Page 196, and being more particularly described as follows:

Beginning at the Southeast corner of the intersection of Rockspring Drive and Russell Drive and running in an Easterly direction along the South side of Rockspring Drive 154.5 feet to a point; thence in a Southerly direction 200.0 feet to a corner; thence in a Westerly direction 146.0 feet to Russell Drive and a point; thence Northerly along the East side of Russell Drive 200.0 feet to the point of beginning.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters affecting caption property as shown on plat recorded in Plat Book 16, page 196, Cobb County records.

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899(ε)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 21st day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

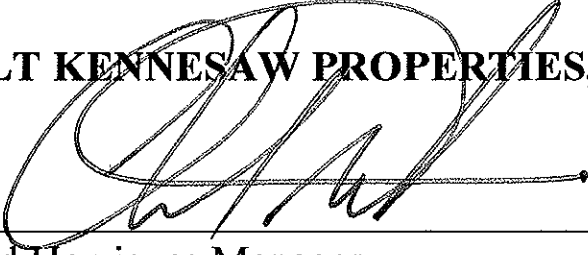
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

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

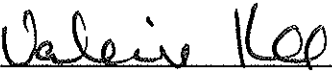
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: 6-21-19

(Affix Seal)

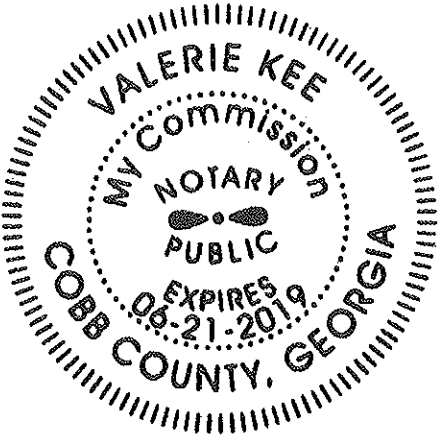


Exhibit A

Legal Description

ALL THAT TRACT or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia, being Lot No 1 of L.C. Chalker Subdivision, Section 1, as more particularly depicted on a plat recorded in Plat Book 16, Page 161, Records of Cobb County, Georgia, which plat is incorporated herein by reference hereto.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2018 and subsequent years, not yet due and payable.
2. All those matters disclosed by that certain plat recorded in Plat Book 16, Page 161.

Deed Book 15565 Page 5782
Filed and Recorded 8/23/2018 12:19:00 PM
2018-0109552
Rebecca Keaton
Clerk of Superior Court
Cobb County, GA
Participant IDs: 6405611605

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
1840 Rock Springs Dr

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35099(A)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 17th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

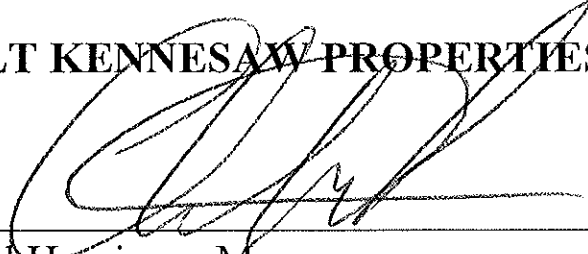
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

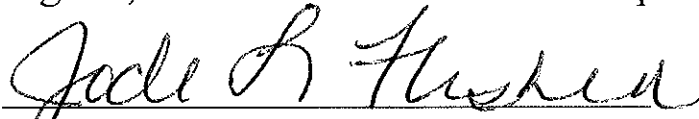
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

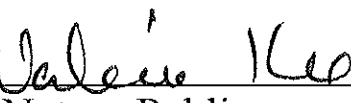
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: 6-21-19

(Affix Seal)

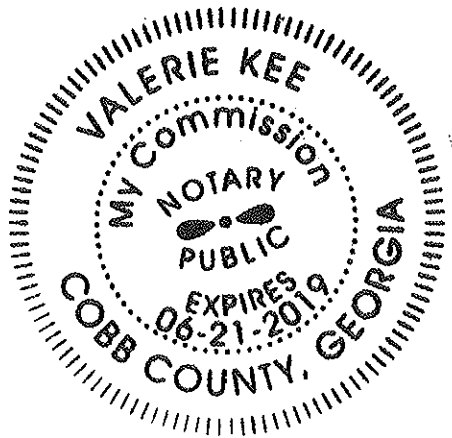


EXHIBIT "A"

(Legal Description)

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia and being plat as recorded in Plat Book 184, Page 84, more particularly described as follows:

Begin at a point at the intersection of the Northwesternly right of way of Rock Springs Drive and the Westerly Right of Way of Russell Drive, run thence South 87 degrees 13 minutes 32 seconds West along the Northwesternly right of way of Rock Springs Drive a distance of 161.80 feet to a one half inch Rebar Found, run thence North 3 degrees 32 minutes 00 seconds West a distance of 100 feet to a one half inch Rebar Set, run thence North 87 degrees 13 minutes 21 seconds East a distance of 163.30 feet to a point on the Westerly right of way of Russell Drive, run thence South 02 degrees 40 minutes 26 seconds East along the Westerly right of way of Russell Drive a distance of 100 feet to a point on the Northwesternly right of way of Rock Springs Drive and the Point of Beginning. Being 0.373 acres as disclosed on that certain plat of survey by David W. Shirley, Registered Land Surveyor No. 2670, dated July 14, 1999.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.

All matters shown on plat recorded in Plat Book 184, Page 84, Cobb County, Georgia records.

Deed Book 15566 Page 3323
Filed and Recorded 8/27/2018 10 54 00 AM
2018-0110482
Real Estate Transfer Tax \$200 00
Rebecca Keaton
Clerk of Superior Court
Cobb County, GA
Participant IDs 6405611605

After recording return to.
Lawrence C. Kasmien, Esq
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to
Calloway Title & Escrow, LLC
David W. Dudley 2-35899(M)
4170 Ashford Dunwoody Rd Ste 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10 00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "**Permitted Exceptions**"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "**Property**").

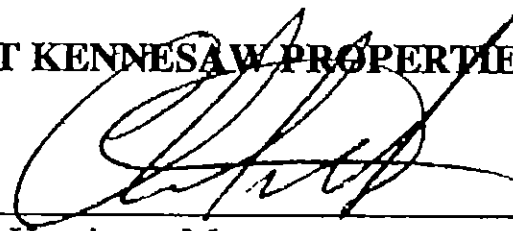
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

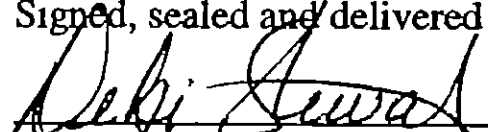
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

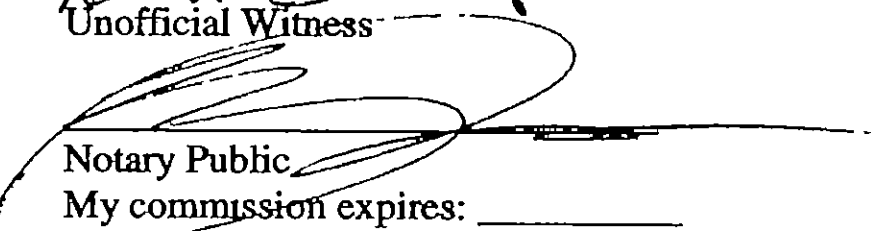
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

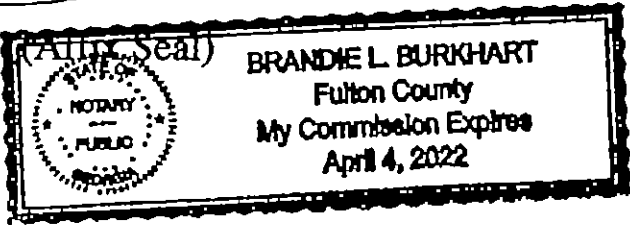


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

That certain Condominium Unit in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia, and being identified and depicted as Condominium Unit 401 of Ashton Commons Office Park Condominium on that certain plat dated April 12, 1999, recorded in Condominium Plat Book 5, Page 191, Records of Cobb County, Georgia, together with its appurtenant percentage of undivided interest in the common elements of said Ashton Park Office Condominiums, as provided in that certain Declaration for Ashton Commons Office Park Condominium dated April 12, 1999, recorded in Deed Book 12389, Page 311, aforesaid Records, or as amended as therein provided, as shown on that certain Condominium Floor Plan Book 99, Page 8, aforesaid Record; as revised in Condominium Floor Plan Book 99, Page 47, aforesaid Records.

}

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

- 1 Taxes for the year 2018 and subsequent years, not yet due and payable
2. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 11:50 a.m., recorded in Deed Book 1584, Page 471, Records of Cobb County, Georgia.
- 3 Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 12:10 p.m., recorded in Deed Book 1584, Page 476, aforesaid Records.
4. Right of Way Easement from Mark A. Forwerck and Cynthia A. Forwerck to Southern Bell Telephone and Telegraph Company, dated May 17, 1984, filed for record May 23, 1984 at 11:27 a.m., recorded in Deed Book 3128, Page 226, aforesaid Records.
5. Easement from McCollum Manor, Inc. to Cobb Electric Membership Corporation, dated March 1, 1984, filed for record July 24, 1984 at 8:34 a.m., recorded in Deed Book 3197, Page 526, aforesaid Records.
- 6 Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated September 29, 1988, filed for record October 14, 1998 at 3:48 p.m., recorded in Deed Book 5112, Page 248, aforesaid Records, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated October 25, 1990, filed for record October 25, 1990 at 4:16 p.m., recorded in Deed Book 5908, Page 251, aforesaid Records, as further amended by that certain Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Kennesaw Office Park by Kennesaw Office Park Association, Inc., dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 304, aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons
7. Declaration of Condominium for Ashton Commons Office Park Condominium by Ashton Commons, Inc., a Georgia corporation, dated April 1, 1999, filed, dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 311, aforesaid Records
- 8 Easement and Cost Sharing Agreement by and between Ashton Commons Office Park Condominium Association, Inc., and Kennesaw Office Park Association, Inc., dated April 9, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 372, aforesaid Records.
- 9 Agreement from Ashton Commons Office Park Condominium Association, Inc. to Real Estate Custom Finance, Inc., dated as of April 16, 2009, filed for record May 13, 2009 at 1:55 p.m., recorded in Deed Book 14691, Page 3391, aforesaid Records

10. All those matters as disclosed by that certain plat recorded in Condominium Plat Book 5, Page 191, aforesaid Records
- 11 All those matters as disclosed by that certain plat recorded in Condominium Floor Plan Book 99, Page 8, aforesaid Records; as revised in Condominium Floor Plan Book 99, Page 47, aforesaid Records.

Deed Book 15566 Page 3397
Filed and Recorded 8/27/2018 11:13:00 AM
2018-0110500
Real Estate Transfer Tax \$150.00
Rebecca Keaton
Clerk of Superior Court
Cobb County, GA
Participant IDs: 6405611605

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink ~~Von~~ Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35299(J)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "**Permitted Exceptions**"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "**Property**").

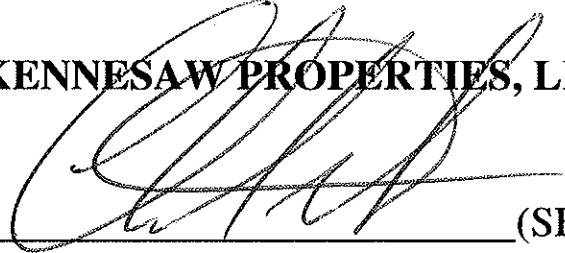
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

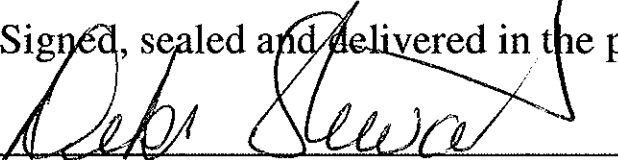
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

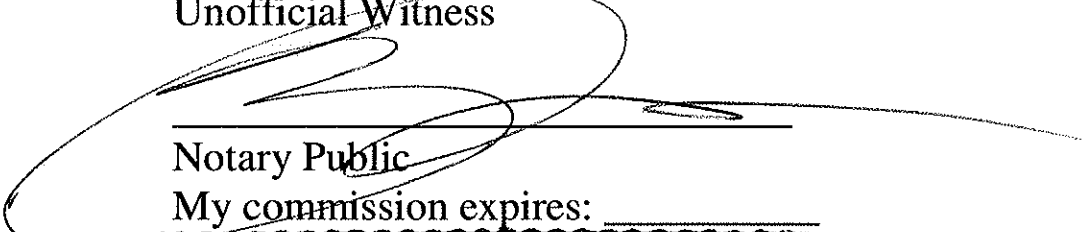
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

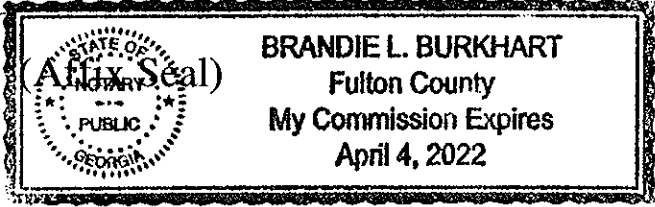


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 99 of the 20th District 2nd Section of Cobb County, Georgia and being Unit 102 of Kennesaw Office Park, as more particularly depicted on a plat recorded in Plat Book 119, Page 50, Records of Cobb County, Georgia, as revised in Plat Book 132, Page 100, aforesaid Records, which plat is incorporated herein by reference hereto.

EXHIBIT B TO LIMITED WARRANTY DEED**PERMITTED TITLE EXCEPTIONS**

1. Taxes for the year 2018 and subsequent years, not yet due and payable.
2. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 11:50 a.m., recorded in Deed Book 1584, Page 471, Records of Cobb County, Georgia.
3. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 12:10 p.m., recorded in Deed Book 1584, Page 476, aforesaid Records.
4. Right of Way Easement from Mark A. Forwerck and Cynthia A. Forwerck to Southern Bell Telephone and Telegraph Company, dated May 17, 1984, filed for record May 23, 1984 at 11:27 a.m., recorded in Deed Book 3128, Page 226, aforesaid Records.
5. Easement from McCollum Manor, Inc. to Cobb Electric Membership Corporation, dated March 1, 1984, filed for record July 24, 1984 at 8:34 a.m., recorded in Deed Book 3197, Page 526, aforesaid Records.
6. Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated September 29, 1988, filed for record October 14, 1998 at 3:48 p.m., recorded in Deed Book 5112, Page 248, aforesaid Records; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated October 25, 1990, filed for record October 25, 1990 at 4:16 p.m., recorded in Deed Book 5908, Page 251, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Kennesaw Office Park by Kennesaw Office Park Association, Inc., dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 304, aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
7. Declaration of Condominium for Ashton Commons Office Park Condominium by Ashton Commons, Inc., a Georgia corporation, dated April 1, 1999, filed, dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 311, aforesaid Records.
8. Easement and Cost Sharing Agreement by and between Ashton Commons Office Park Condominium Association, Inc., and Kennesaw Office Park Association, Inc., dated April 9, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 372, aforesaid Records.
9. Agreement from Ashton Commons Office Park Condominium Association, Inc. to Real Estate Custom Finance, Inc., dated as of April 16, 2009, filed for record May 13, 2009 at 1:55 p.m., recorded in Deed Book 14691, Page 3391, aforesaid Records.
10. All those matters as disclosed by that certain plat recorded in Condominium Plat Book 5, Page 191, aforesaid Records.
11. All those matters as disclosed by that certain plat recorded in Condominium Floor Plan Book 99, Page 8, aforesaid Records; as revised in Condominium Floor Plan Book 99, Page 47, aforesaid Records.

12. All those matters as disclosed by that certain plat recorded in Plat Book 119, Page 50, aforesaid Records, as revised in Plat Book 132, Page 100, aforesaid Records.

Deed Book 15566 Page 3461
Filed and Recorded 8/27/2018 11:43:00 AM
2018-0110515
Real Estate Transfer Tax \$141.60
Rebecca Keaton
Clerk of Superior Court
Cobb County, GA
Participant IDs: 6405611605

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899 (N)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

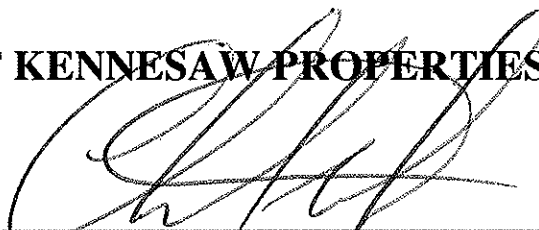
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

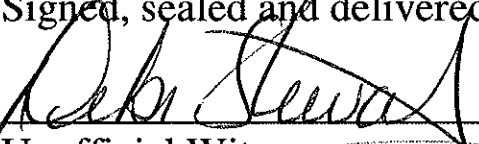
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

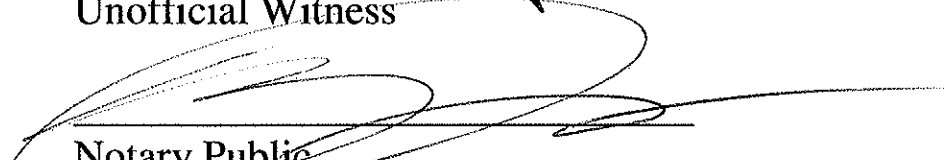
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

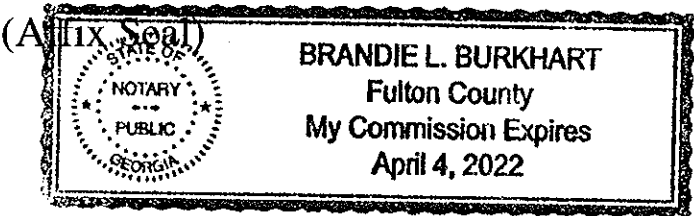


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL of land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia and being Condominium Unit 402 of the Ashton Commons Office Park Condominium as per plat recorded in Condominium Plat Book 5, Page 191, Cobb County, Georgia Records. The floor plans of said condominium are shown on Condominium files 990008 thru 99012. This conveyance is subject to all the provisions of said declaration of covenants to the Ashton Commons Office Condominium as recorded in Deed Book 12389, Page 311, Cobb County, Georgia Records.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2018 and subsequent years, not yet due and payable.
2. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 11:50 a.m., recorded in Deed Book 1584, Page 471, Records of Cobb County, Georgia.
3. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 12:10 p.m., recorded in Deed Book 1584, Page 476, aforesaid Records.
4. Right of Way Easement from Mark A. Forwerck and Cynthia A. Forwerck to Southern Bell Telephone and Telegraph Company, dated May 17, 1984, filed for record May 23, 1984 at 11:27 a.m., recorded in Deed Book 3128, Page 226, aforesaid Records.
5. Easement from McCollum Manor, Inc. to Cobb Electric Membership Corporation, dated March 1, 1984, filed for record July 24, 1984 at 8:34 a.m., recorded in Deed Book 3197, Page 526, aforesaid Records.
6. Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated September 29, 1988, filed for record October 14, 1998 at 3:48 p.m., recorded in Deed Book 5112, Page 248, aforesaid Records; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated October 25, 1990, filed for record October 25, 1990 at 4:16 p.m., recorded in Deed Book 5908, Page 251, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Kennesaw Office Park by Kennesaw Office Park Association, Inc., dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 304, aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
7. Declaration of Condominium for Ashton Commons Office Park Condominium by Ashton Commons, Inc., a Georgia corporation, dated April 1, 1999, filed, dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 311, aforesaid Records.
8. Easement and Cost Sharing Agreement by and between Ashton Commons Office Park Condominium Association, Inc., and Kennesaw Office Park Association, Inc., dated April 9, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 372, aforesaid Records.
9. Agreement by and between Ashton Commons Office Park Condominium Association, Inc. and Real Estate Custom Finance, Inc., dated as of September 16, 2003, filed for record September 24, 2003 at 2:28 p.m., recorded in Deed Book 13855, Page 590, aforesaid Records.

10. Agreement from Ashton Commons Office Park Condominium Association, Inc. to Real Estate Custom Finance, Inc., dated as of April 16, 2009, filed for record May 13, 2009 at 1:55 p.m., recorded in Deed Book 14691, Page 3391, aforesaid Records.
11. All those matters as disclosed by that certain plat recorded in Condominium Plat Book 5, Page 191, aforesaid Records.
12. All those matters as disclosed by that certain plat recorded in Condominium Floor Plan Book 99, Page 8, aforesaid Records; as revised in Condominium Floor Plan Book 99, Page 47, aforesaid Records.

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899(I)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

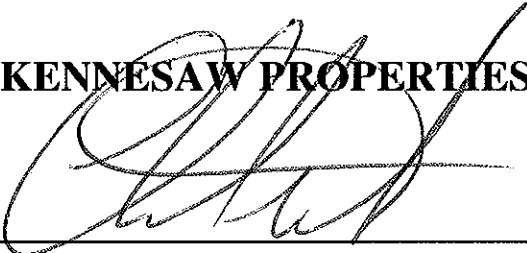
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

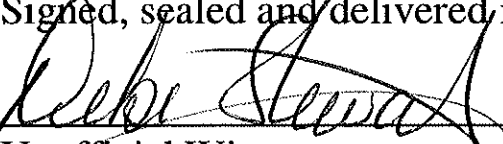
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

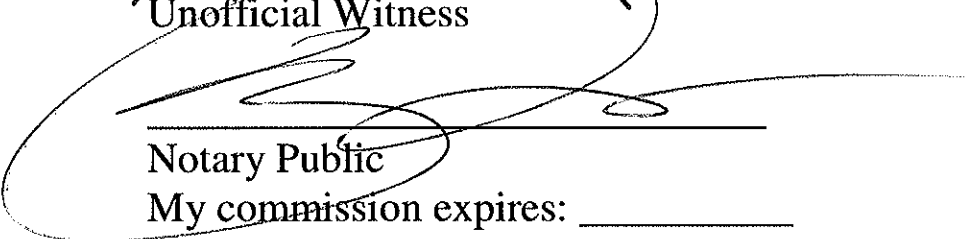
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

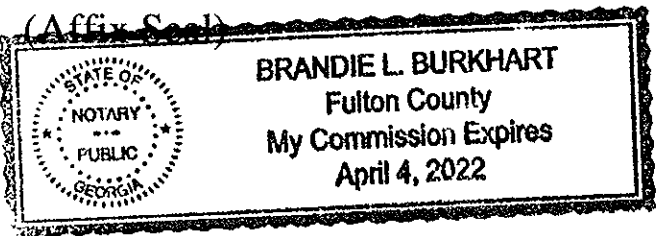


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

TRACT ONE: All that tract or parcel of land, together with all improvements thereon, lying and being in the 20th District, 2nd Section of Land Lot 99 of Cobb County, Georgia, being more particularly described as follows: BEGINNING at the point at which the Southerly right of way of Shiloh Road, a/k/a/ Cherokee Street, intersects the Southerly right-of-way of McCollum Parkway; run thence North 89 degrees 20 minutes 10 seconds East a distance of 174.9 feet to an iron pin; run thence South 03 degrees 07 minutes 58 seconds East a distance of 124.42 feet to a point; run thence South 47 degrees 14 minutes 17 seconds West a distance of 158.13 feet to an iron pin; run thence South 42 degrees 45 minutes 57 seconds East a distance of 14.05 feet to an iron pin; run thence South 42 degrees 40 minutes 07 seconds West a distance of 79.46 feet to a point; run thence North 48 degrees 29 minutes 28 seconds West a distance of 15.13 feet to an iron pin; run thence South 42 degrees 46 minutes 48 seconds West a distance of 50.87 feet to an iron pin; run thence North 48 degrees 02 minutes 03 seconds West a distance of 79.97 feet to an iron pin; run thence North 41 degrees 57 minutes 57 seconds East a distance of 32.69 feet to an iron pin; run thence North 47 degrees 55 minutes 00 seconds West a distance of 119.77 feet to an iron pin on the Southeastern right-of-way of Shiloh Road (a/k/a Cherokee Street); run thence North 42 degrees 02 minutes 23 seconds East along the Southeasterly right-of-way of Shiloh Road (a/k/a Cherokee Street) a distance of 225.63 feet to the POINT OF BEGINNING; said tract containing 1.475 acres according to a plat of survey for Kennesaw Office Park by Civil Design, Inc. dated December 12, 1988, recorded at Plat Book 132, page 100, records of Clerk of Superior Court of Cobb County, Georgia.

TRACT TWO: All that tract or parcel of land comprising 0.320 acre lying and being in the 20th District, 2nd Section of Land Lot 99 of Cobb County, Georgia, being more particularly described as follows: BEGINNING at the point at which the Southeasterly right-of-way margin of Shiloh Road, a/k/a Cherokee Street, intersects the Southerly right-of-way margin of McCollum Parkway; run thence South 42 degrees 02 minutes 23 seconds West a distance of 225.63 feet to a point on the Southeasterly right of way margin of Shiloh Road, a/k/a Cherokee Street, which point is the POINT OF BEGINNING; and from said point of beginning continue thence South 42 degrees 02 minutes 23 seconds West along the Southeasterly right of way margin of Shiloh Road, a/k/a Kennesaw Street, a distance of 89.44 feet to a point on the Southeasterly right of way margin of Shiloh Road, a/k/a Cherokee Street; thence South 51 degrees 35 minutes 03 seconds East a distance of 199.62 feet to a point marked by an iron

pin found; thence South 42 degrees 46 minutes 48 seconds West a distance of 44.15 feet to a point; thence North 48 degrees 02 minutes 03 seconds West a distance of 79.98 feet to a point; thence North 41 degrees 57 minutes 57seconds West a distance of 32.69 feet to a point; thence run North 47 degrees 55 minutes 00 seconds West a distance of 119.77 feet to a point on the Southeasterly right of way margin of Shiloh Road, a/k/a Cherokee Street, which point is the POINT OF BEGINNING of the tract herein conveyed, said tract being designated and shown as "Tract B" on plat of survey for Kennesaw Office Park, Inc. by Busbee Land Surveying Co., Inc. dated September 5, 1996, which plat is by reference also expressly incorporated in and made a part of this description.

LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from the Kennesaw office Park, Inc., a Georgia corporation, to Paratech, Inc, a Georgia corporation, dated September, 30, 1988, filed for record October 10, 1988 at 7:26 a.m., recorded in Deed Book 5104, Page 248, Records of Cobb County, Georgia.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Ashton Commons, Inc. to Roger K. Sund and Evelyn E. Sund as Joint Tenants with Right of Survivorship, dated April 12, 1999, filed for record April 13, 1999 at 11:05 a.m. recorded in Deed Book 12394, Page 67, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Ashton Commons, Inc. to William A. Yeomans, Shirley K. Yeomans, Harold R. Kuhn and Betty J. Kuhn, dated April 13, 1999, filed for record April 19, 1999 at 8:23 a.m., recorded in Deed Book 12410, Page 483, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Ashton Commons, Inc. to American Engineers, Inc., dated April 21, 1999, filed for record April 27, 1999 at 1:46 p.m., recorded in Deed Book 12435, Page 267, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Ashton Commons, Inc., to Ross financial Enterprises, LLC, dated October 11, 2001, filed for record November 5, 2001 at 1:31 p.m., recorded in Deed Book 13439, Page 1450, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Ashton Commons, Inc. to NBJL Properties, LLC, dated April 10, 2002, filed for record April 11, 2002 at 12:17 p.m. recorded in Deed Book 13522, Page 1355, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Ashton Commons, Inc. to Real Estate Custom Finance, Inc., dated September 16, 2003, filed for record September 24, 2003 at 2:28 p.m., recorded in Deed Book 13855, page 588, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Ashton Commons, Inc. to Real Estate Custom Finance, Inc., dated September 16, 2003, filed for record September 24, 2003 at 2:28 p.m., recorded in Deed Book 13855, Page 594, aforesaid Records.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2018 and subsequent years, not yet due and payable.
2. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 11:50 a.m., recorded in Deed Book 1584, Page 471, Records of Cobb County, Georgia.
3. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 12:10 p.m., recorded in Deed Book 1584, Page 476, aforesaid Records.
4. Right of Way Easement from Mark A. Forwerck and Cynthia A. Forwerck to Southern Bell Telephone and Telegraph Company, dated May 17, 1984, filed for record May 23, 1984 at 11:27 a.m., recorded in Deed Book 3128, Page 226, aforesaid Records.
5. Easement from McCollum Manor, Inc. to Cobb Electric Membership Corporation, dated March 1, 1984, filed for record July 24, 1984 at 8:34 a.m., recorded in Deed Book 3197, Page 526, aforesaid Records.
6. Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated September 29, 1988, filed for record October 14, 1998 at 3:48 p.m., recorded in Deed Book 5112, Page 248, aforesaid Records; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated October 25, 1990, filed for record October 25, 1990 at 4:16 p.m., recorded in Deed Book 5908, Page 251, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Kennesaw Office Park by Kennesaw Office Park Association, Inc., dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 304, aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
7. Declaration of Condominium for Ashton Commons Office Park Condominium by Ashton Commons, Inc., a Georgia corporation, dated April 1, 1999, filed, dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 311, aforesaid Records.
8. Easement and Cost Sharing Agreement by and between Ashton Commons Office Park Condominium Association, Inc., and Kennesaw Office Park Association, Inc., dated April 9, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 372, aforesaid Records.
9. Agreement from Ashton Commons Office Park Condominium Association, Inc. to Real Estate Custom Finance, Inc., dated as of April 16, 2009, filed for record May 13, 2009 at 1:55 p.m., recorded in Deed Book 14691, Page 3391, aforesaid Records.
10. All those matters as disclosed by that certain plat recorded in Condominium Plat Book 5, Page 191, aforesaid Records.
11. All those matters as disclosed by that certain plat recorded in Condominium Floor Plan Book 99, Page 8, aforesaid Records; as revised in Condominium Floor Plan Book 99, Page 47, aforesaid Records.

12. All those matters as disclosed by that certain plat recorded in Plat Book 16, Page 161, aforesaid Records.
13. All those matters as disclosed by that certain plat recorded in Plat Book 17, Page 130, aforesaid Records.
14. All those matters as disclosed by that certain plat recorded in Plat Book 89, Page 24, aforesaid Records.
15. All those matters as disclosed by that certain plat recorded in Plat Book 132, Page 100, aforesaid Records.

Deed Book 15566 Page 4208
Filed and Recorded 8/27/2018 2:24:00 PM
2018-0110691
Rebecca Keaton
Clerk of Superior Court
Cobb County, GA
Participant IDs: 6405611605

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899(L)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

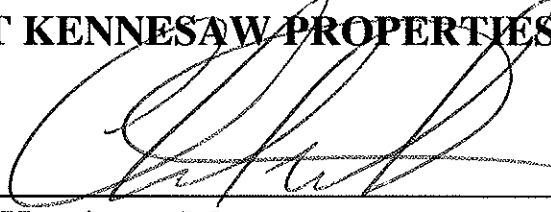
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

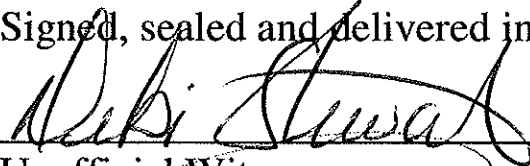
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

(Affix Seal)

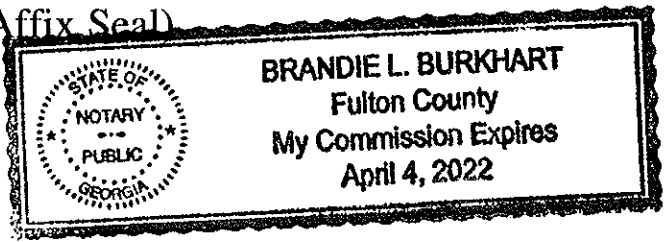


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

All that tract or parcel of land known as **Unit 304**, being the main first floor of that certain office condominium building and the basement area below, containing 1,283 square feet of finished professional office space on the main floor and approximately the same amount of space in the basement area below, Ashton Commons Office Park Condominiums, 3590 Cherokee Street, Kennesaw, Cobb County, Georgia 30144, and including the basement space under said unit, located in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, as shown on that certain Condominium Plat recorded in Condo Plat Book 5, page 191, Cobb County, Georgia Records, and Condominium Floor Plans recorded in Drawer 99008 –990012 and 99-47 through 99-51, Cobb County, Georgia Records, together with and subject to that certain Declaration of Condominium for Ashton Commons Office Park Condominium, as recorded in Deed Book 12389, pages 311, Cobb County, Georgia Records and the Georgia Condominium Act, O.C.G.A. Section 44-3-70 et seq (Michie 1982); together with the rights, easements and interests appurtenant to said Unit as provided in said Declaration of Condominium, being said unit's appurtenant percentage of an undivided interest in the common elements of Ashton Commons Office Park Condominium, a Condominium, as provided in said Declaration which Declaration, Plat and Floor Plans are incorporated herein by reference and made a part of this description, together with all the improvements thereon and all appurtenants thereto.

AND ALSO:

All that tract or parcel of land known as **Unit 305**, being the top floor of that certain office condominium building, containing 1,283 square feet of finished professional office space in Ashton Commons Office Park Condominiums, 3590 Cherokee Street, Kennesaw, Cobb County, Georgia 30144, located in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, as shown on that certain Condominium Plat recorded in Condo Plat Book 5, page 191, Cobb County, Georgia Records, and Condominium Floor Plans recorded in Drawer 99008 –990012 and 99-47 through 99-51, Cobb County, Georgia Records, together with and subject to that certain Declaration of Condominium for Ashton Commons Office Park Condominium, as recorded in Deed Book 12389, pages 311, Cobb County, Georgia Records and the Georgia Condominium Act, O.C.G.A. Section 44-3-70 et seq (Michie 1982); together with the rights, easements and interests appurtenant to said Unit as provided in said Declaration of Condominium, being said unit's appurtenant percentage of an undivided interest in the common elements of Ashton Commons Office Park Condominium, a Condominium, as provided in said Declaration which Declaration, Plat and Floor Plans are incorporated herein by reference and made a part of this description, together with all the improvements thereon and all appurtenants thereto.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2018 and subsequent years, not yet due and payable.
2. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 11:50 a.m., recorded in Deed Book 1584, Page 471, Records of Cobb County, Georgia.
3. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 12:10 p.m., recorded in Deed Book 1584, Page 476, aforesaid Records.
4. Right of Way Easement from Mark A. Forwerck and Cynthia A. Forwerck to Southern Bell Telephone and Telegraph Company, dated May 17, 1984, filed for record May 23, 1984 at 11:27 a.m., recorded in Deed Book 3128, Page 226, aforesaid Records.
5. Easement from McCollum Manor, Inc. to Cobb Electric Membership Corporation, dated March 1, 1984, filed for record July 24, 1984 at 8:34 a.m., recorded in Deed Book 3197, Page 526, aforesaid Records.
6. Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated September 29, 1988, filed for record October 14, 1998 at 3:48 p.m., recorded in Deed Book 5112, Page 248, aforesaid Records; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated October 25, 1990, filed for record October 25, 1990 at 4:16 p.m., recorded in Deed Book 5908, Page 251, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Kennesaw Office Park by Kennesaw Office Park Association, Inc., dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 304, aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
7. Declaration of Condominium for Ashton Commons Office Park Condominium by Ashton Commons, Inc., a Georgia corporation, dated April 1, 1999, filed, dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 311, aforesaid Records.
8. Easement and Cost Sharing Agreement by and between Ashton Commons Office Park Condominium Association, Inc., and Kennesaw Office Park Association, Inc., dated April 9, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 372, aforesaid Records.
9. Agreement from Ashton Commons Office Park Condominium Association, Inc. to Real Estate Custom Finance, Inc., dated as of April 16, 2009, filed for record May 13, 2009 at 1:55 p.m., recorded in Deed Book 14691, Page 3391, aforesaid Records.

10. All those matters as disclosed by that certain plat recorded in Condominium Plat Book 5, Page 191, aforesaid Records.
11. All those matters as disclosed by that certain plat recorded in Condominium Floor Plan Book 99, Page 8, aforesaid Records; as revised in Condominium Floor Plan Book 99, Page 47, aforesaid Records.
12. All those matters as disclosed by that certain plat recorded in Plat Book 119, Page 50, aforesaid Records.
13. All those matters as disclosed by that certain plat recorded in Plat Book 89, Page 24, aforesaid Records.

Deed Book 15566 Page 4974
Filed and Recorded 8/27/2018 5:03:00 PM
2018-0110868
Real Estate Transfer Tax \$141.60
Rebecca Keaton
Clerk of Superior Court
Cobb County, GA
Participant IDs: 6405611605

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899(0)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

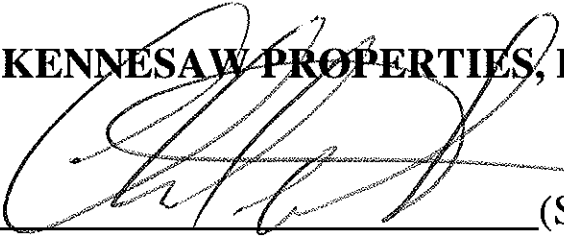
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

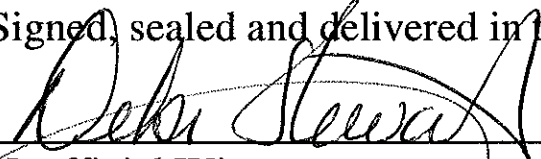
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

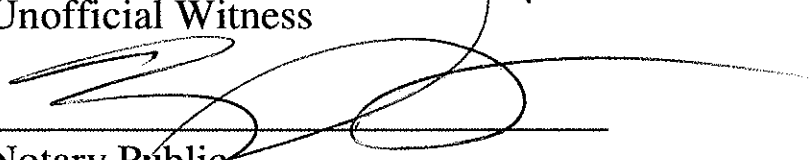
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

(Affix Seal)

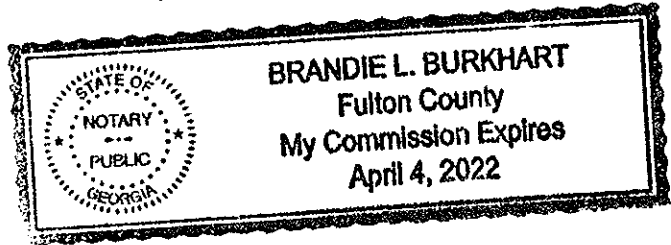


EXHIBIT A

(Legal Description)

ALL THAT TRACT or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia being Unit 403 of Ashton Commons Office Park, as shown on plat thereof recorded at Plat Book 132, Page 100 of Cobb County, Georgia records, said plat being incorporated herein by reference.

EXHIBIT B

Permitted Exceptions

1. Taxes for the year 2018 and subsequent years, not yet due and payable.
2. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 11:50 a.m., recorded in Deed Book 1584, Page 471, Records of Cobb County, Georgia.
3. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 12:10 p.m., recorded in Deed Book 1584, Page 476, aforesaid Records.
4. Right of Way Easement from Mark A. Forwerck and Cynthia A. Forwerck to Southern Bell Telephone and Telegraph Company, dated May 17, 1984, filed for record May 23, 1984 at 11:27 a.m., recorded in Deed Book 3128, Page 226, aforesaid Records.
5. Easement from McCollum Manor, Inc. to Cobb Electric Membership Corporation, dated March 1, 1984, filed for record July 24, 1984 at 8:34 a.m., recorded in Deed Book 3197, Page 526, aforesaid Records.
6. Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated September 29, 1988, filed for record October 14, 1998 at 3:48 p.m., recorded in Deed Book 5112, Page 248, aforesaid Records; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated October 25, 1990, filed for record October 25, 1990 at 4:16 p.m., recorded in Deed Book 5908, Page 251, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Kennesaw Office Park by Kennesaw Office Park Association, Inc., dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 304, aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
7. Declaration of Condominium for Ashton Commons Office Park Condominium by Ashton Commons, Inc., a Georgia corporation, dated April 1, 1999, filed, dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 311, aforesaid Records.
8. Easement and Cost Sharing Agreement by and between Ashton Commons Office Park Condominium Association, Inc., and Kennesaw Office Park Association, Inc., dated April 9, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 372, aforesaid Records.
9. Agreement from Ashton Commons Office Park Condominium Association, Inc. to Real Estate Custom Finance, Inc., dated as of April 16, 2009, filed for record May 13, 2009 at 1:55 p.m., recorded in Deed Book 14691, Page 3391, aforesaid Records.
10. All those matters as disclosed by that certain plat recorded in Condominium Plat Book 5, Page 191, aforesaid Records.
11. All those matters as disclosed by that certain plat recorded in Condominium Floor Plan Book 99, Page 8, aforesaid Records; as revised in Condominium Floor Plan Book 99, Page 47, aforesaid Records.
12. All those matters as disclosed by that certain plat recorded in Plat Book 132, Page 100, aforesaid Records.

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35844(AIS)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
3398 Cherokee St

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

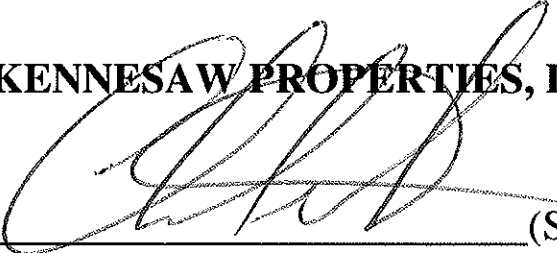
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

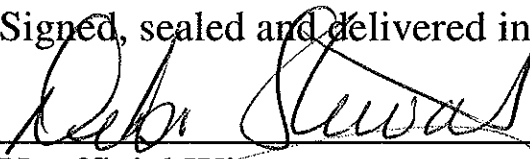
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

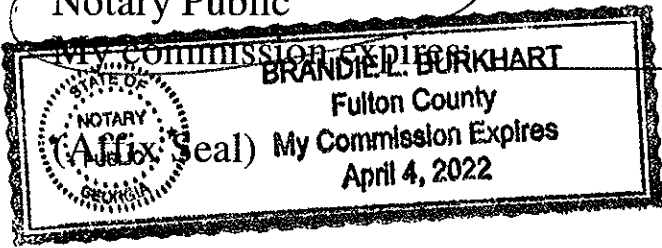


Exhibit ALegal Description

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, being Lot No. 2 in a subdivision of the East side of Shiloh Road and being more particularly described as follows:

Beginning at a point on the East side of Shiloh Road 90 feet North of the intersection of the East side of said road with the North side of Dogwood Drive, this point being also the Northwest corner of the lot now or formerly owned by J. C. Dooley; and running thence East along the North line of said Dooley property 200 feet to a point and corner; thence North along land now or formerly owned by Ed Musick 80 feet to a point and corner at the Southeast corner of a lot now or formerly owned by T.Q. Davenport; thence West along the South line of the said davenport property 200 feet to the East side of Shiloh Road; thence South along the East side of Shiloh Road 80 feet to the point of beginning.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.

After recording return to:
Calloway Title & Escrow, LLC

David W. Dudley 2-35899 (A14)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
3561 Russell Drive

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

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

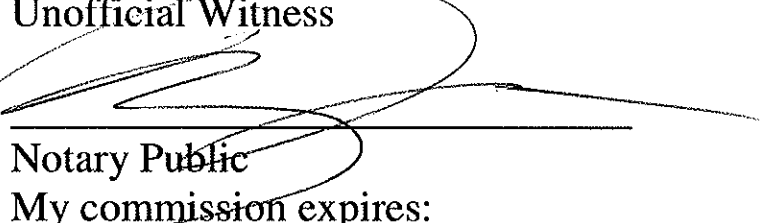
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

(Affix Seal)

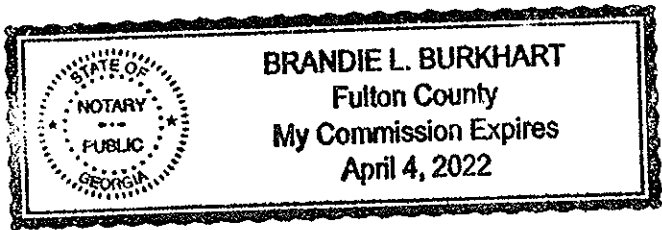


Exhibit ALegal Description

All that tract or parcel of land lying and being in Land Lot 99, 20th District, 2nd Section, Cobb County, Georgia, being Lot #30 in L.C. Chalker's Mobile Home Village as surveyed in October, 1957 by R.T. Weaver, Surveyor, a plat of which is recorded in the Office of the Clerk of the Superior Court of Cobb County, Georgia in Plat Book 16, Page 196; together with 1983 Fleetwood Weston Mobile Home, VIN #GAFL1A020056303, current title #18967039, and 1973 New Moon Mobile Home, Vin #719834, Current Title #14728848;

Together with all that tract or parcel of land lying and being in Land Lot 99, 20th District, 2nd Section, Cobb County, Georgia, being Lot #31 in L.C. Chalker's Mobile Home Village, as shown by plat recorded in Plat Book 16, Page 196, Cobb County, Georgia Records, which plat is incorporated herein, and being more particularly described as follows:

Beginning at an iron pin located at a point on the Westerly side of Russell Drive, said iron pin being located 235 feet Northeasterly from the North side of Pine Drive, running thence North 58 degrees 27 minutes West along the North side of Lot 30 a distance of 168.1 feet to the Northeast corner of Lot 11 in L.C. Chalker's Subdivision No. 1; thence proceeding Westerly along the property line of said Lot 11 a distance of 14.1 feet to an iron stake; (total distance of the South side of this lot is 182.2 feet); thence proceeding Northeasterly along the land of Mr. Gibson a distance of 98 feet to a corner, thence proceeding South 48 degrees, 44 minutes East along the South side of Lot 32 a distance of 173.5 feet to a corner on the West side of Russell Drive; thence proceeding Southwesterly along the Westerly side of Russell Drive a distance of 70 feet to the point of beginning.

Together with all that tract or parcel of land lying and being in Land Lot 99, 20th District, 2nd Section, Cobb County, Georgia, being 1/2 of Lot #32 in L.C. Chalker's Mobile Home Village, as shown by plat recorded in Plat Book 16, Page 196, Cobb County, Georgia Records, which plat is incorporated herein, and being more particularly described as follows:

Beginning at an iron pin located at a point on the Westerly side of Russell Drive, said iron pin being located 305 feet Northeasterly from the North side of Pine Drive, running thence Northwesterly along the North side of Lot 31 a distance of 178.5 feet to a corner on Mr. Gibson's Line; thence proceeding Northeasterly along the Gibson line a distance of 81.3 feet to a stake (said stake being located 21 feet from the Northwest corner of Lot 32); thence proceeding Southeasterly diagonally along the other half of Lot 32 a distance of 187 feet to a stake located on the West side of Russell Drive and the point of beginning; together with a 1976 12'x70' Mobile Home;

All that tract or parcel of land lying and being in Land Lot 99, 20th District, 2nd Section, Cobb County, Georgia, being Lot #29 in L.C. Chalker's Mobile Home Village as shown and delineated on that certain plat of survey by R.T. Weaver, Land Surveyor, and recorded in Plat Book 16, Page 196 in the Office of the Clerk of Superior Court of Cobb County, Georgia, said plat being incorporated herein by reference for a more complete and accurate description; together with 1981 Nobility Mobile Home, VIN #N41409, current title #775771000675007.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters shown on plat recorded in Plat Book 16, Page 196, Cobb County, Georgia records.

After recording return to:
Calloway Title & Escrow, LLC

David W. Dudley 2-35899(A)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
3463 Russell Dr

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

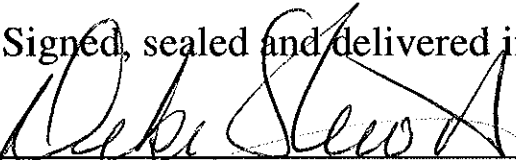
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

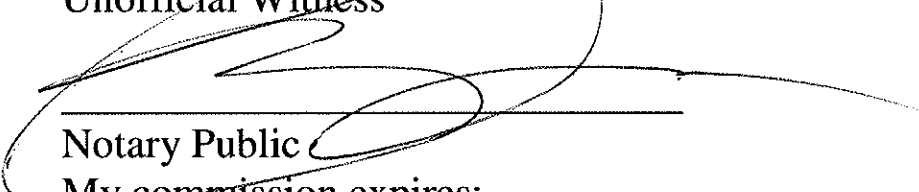
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

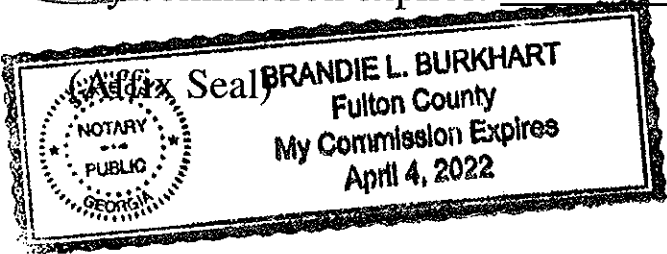


Exhibit ALegal Description

All that tract or parcel of land lying and being in Land Lot 99, 20th District, 2nd Section, Cobb County, Georgia, being Lot 21, L. C. Chalker's Mobile Home Village, Unit One, as per plat recorded in Plat Book 16, Page 196, Cobb County, Georgia Records, which plat is hereby referred to and made a part of this description.

Together with:

All that tract or parcel of land lying and being in Land Lot 99, 20th District, 2nd Section, Cobb County, Georgia, being part of Lot 19 and Lot 20, L. C. Chalker's Mobile Home Village, Unit One, being more particularly described as follows:

Beginning at a point on the Westerly right of way line of Russell Drive North of the Northwest intersection of Russell Drive and Rockspring Drive; thence running in a Westerly Direction 160 feet to a point; said point being situated 100 feet North of the Northern side of Rockspring Road; running thence in a Northerly direction 100 feet to a point; running thence in an Easterly direction 160 feet to a point; said point being situated on the Westerly side of Russell Drive; thence running in a Southerly direction along the Westerly side of Russell Drive 100 feet to the point.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters shown on plat recorded in Plat Book 16, Page 196, Cobb County, Georgia records.
3. Grant of Easement from Wilson A. Adams and Judy A. Adams to Atlanta Gas Light Company, dated 11/14/1995, recorded in Deed Book 9238, Page 325, aforesaid records.

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899(A20)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

After recording return to:
Lawrence C. Kamen, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
3425 Russell Dr

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

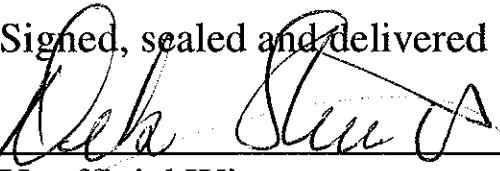
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

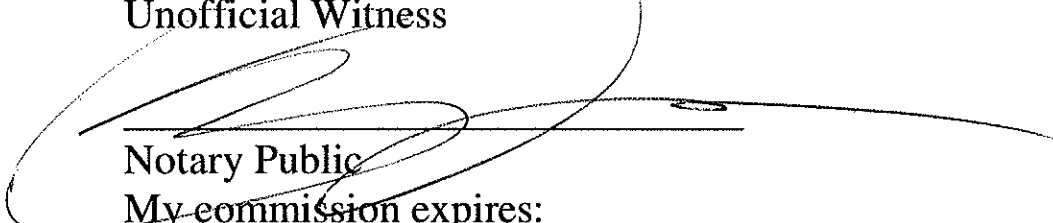
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

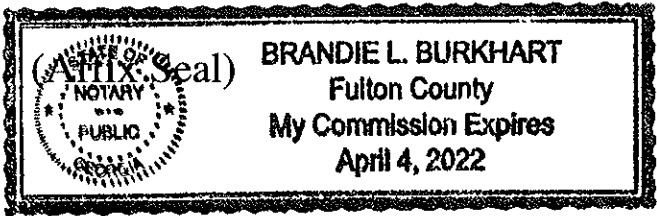


Exhibit A

Legal Description

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia, being all of Lot 5, L.C. Chalker's "Mobile Home Village", Unit One, as per plat thereof recorded in Plat Book 16, Page 196, Cobb County, Georgia records, which plat is incorporated herein for a more complete and accurate description of the premises.

Subject to all easements and restrictions of record.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters shown on plat recorded in Plat Book 16, Page 196, Cobb County, Georgia records.

After recording return to:
Calloway Title & Escrow, LLC

David W. Dudley 2-35899(A29)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

After recording return to:

Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
1840 Dogwood Dr

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

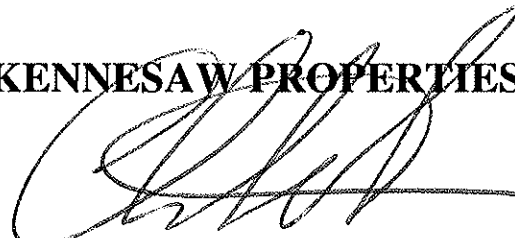
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

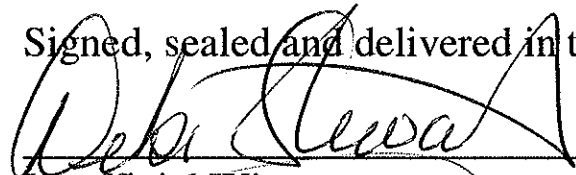
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

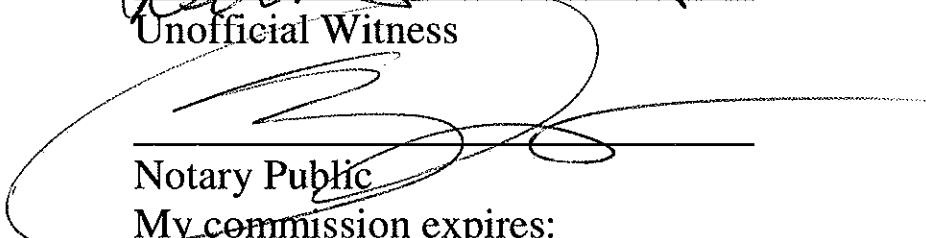
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

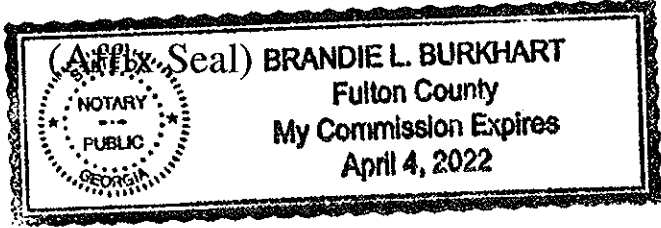


Exhibit A

Legal Description

All that tract or parcel land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, being Part of Lot 7, L.C. Chalker Mobile Home Village, Unit One, as per plat recorded in Plat Book 149 , Page 87 in the office of the Clerk of Superior Court of Cobb County, which recorded plat is incorporated herein by reference and made a part of this description.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters shown on plat recorded in Plat Book 149, Page 87, Cobb County, Georgia records.

After recording return to:
Calloway Title & Escrow, LLC

David W. Dudley 2-358991(A26)

4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

After recording return to:

Lawrence C. Kasmien, Esq.

Berman Fink Van Horn P.C.

3475 Piedmont Road, NE, Suite 1100

Atlanta, Georgia 30305

3591 McCollum Parkway

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

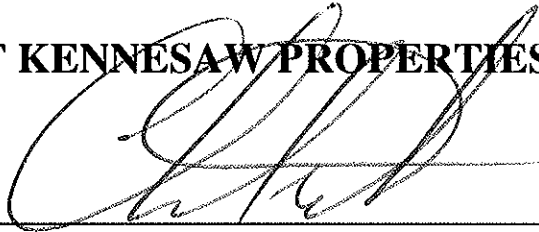
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

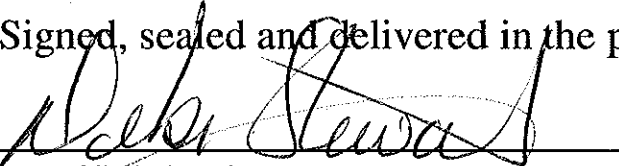
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

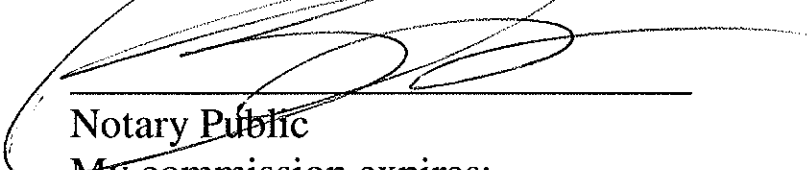
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

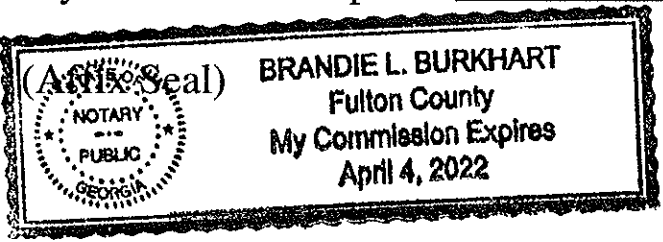


Exhibit ALegal Description

Tract One:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, and being all of Lot No. 2, L. C. Chalker Subdivision, No.4, as shown on plat of same recorded in Plat Book 17, Page 130, Cobb County, Georgia records, and being more particularly described as follows:

Beginning at an iron pin marking the intersection of the Southerly side of Chalker Road with the Westerly side of Grant Drive, and running thence South 11 degrees 43 minutes West along the Westerly side of Grant Drive for a distance of 210.9 feet to an iron pin marking the intersection of the Westerly side of Grant Drive with the Northerly side of Russell Drive; thence running Westerly along the Northerly side of Russell Drive for a distance of 90 feet to an iron pin and corner; thence running North 14 degrees 13 minutes West for a distance of 228.8 feet to an iron pin located on the Southerly side of Chalker Road; thence running North 84 degrees 41 minutes East along the Southerly side of Chalker Road for a distance of 100 feet to the point of beginning.

Tract Two:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section Cobb County, Georgia, and being more particularly described as follows:

Beginning at a point of the South side of Chalker Road 110.5 feet Southwest of the intersection of the West side of the Right-of-way of Grant Drive with the South side of Chalker Road; running thence South 15 degrees 02 minutes 33 seconds East for a distance of 230.8 feet to a point on the North side of the right-of-way of Russell Drive; running thence South 44 degrees 51 minutes West for a distance of 90.3 feet along the curvature of the North side of the Russell Road right-of-way to a point; running thence North 22 degrees 21 minutes West for a distance of 182.3 feet to a point; running thence South 42 degrees 31 minutes West for a distance of 213 feet to a point; running thence North 5 degrees 33 minutes West for a distance of 125.4 feet to a point of the South side of Chalker Road; running thence North 84 degrees 48 minutes East for a distance of 100 feet along the South side of Chalker Road to the Point of Beginning.

Tract Three:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia, having an area of 1.05 acres, being Tracts One and Two, as shown on that certain plat of survey for Vincent Myers, prepared by Steven B. Provenson, GA Registered Land Surveyor No. 2892, Eagle Surveying, Inc., dated 10-15-2004, and being more particularly described as follows:

Beginning at an iron pin located at the intersection of the South right of way of McCollum Parkway ,aka Chalker Road (50 ft right of way) with the West right of way of Grant Drive (40 ft right of way) and running thence along the right of way of Grant Drive south 11 degrees, 43 minutes, 00 seconds East, a distance of 210.90 feet to an iron pin and corner on the North right of way of Russell Drive (40 ft right of way); running thence along said right of way in a southwesterly direction the following courses and distances; South 79 degrees 51 minutes 00 seconds West, a distance of 38.82 feet to a point; continuing along a curve to the left, an arc distance of 48.35 feet, (said arc subtended by a chord bearing of South 65 degrees, 59 minutes, 52 seconds West, a chord distance of 47.88 feet, and a radius of 100.00 feet); continuing along a curve to the left, an arc distance of 12.23 feet, (said arc subtended by a chord bearing of South 48 degrees, 38 minutes, 29 seconds West, a chord distance of 12.22 feet, and a radius of 100.00 feet); continuing South 45 degrees 08 minutes, 14 seconds West, a distance of 77.19 feet to an iron pin and corner; leaving said right of way and running thence North 22 degrees, 25 minutes, 39 seconds West, a distance of 181.57 feet to an iron pin and corner; running thence South 43 degrees, 53 minutes, 27 seconds West, a distance of 21.08 feet to an iron pin and corner; running thence North 05 degrees, 32 minutes, 28 seconds West, a distance of 124.78 feet to an iron pin and corner on the South right of way of McCollum Parkway aka, Chalker Road; running thence along said right of way North 84 degrees, 41 minutes, 00 seconds East, a distance of 199.82 feet to the Point of Beginning.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters shown on plat recorded in Plat Book 17, Page 130, Cobb County, Georgia records.

After recording return to:

Calloway Title & Escrow, LLC

David W. Dudley 2-35899(A31)

4170 Ashford Dunwoody Rd. Ste. 525

Atlanta, Georgia 30319

After recording return to:

Lawrence C. Kasmien, Esq.

Berman Fink Van Horn P.C.

3475 Piedmont Road, NE, Suite 1100

Atlanta, Georgia 30305

3551 Russell Dr

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

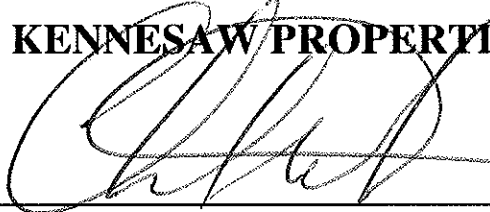
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

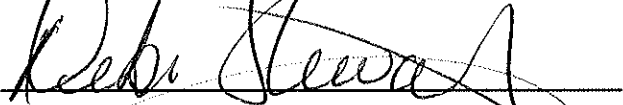
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

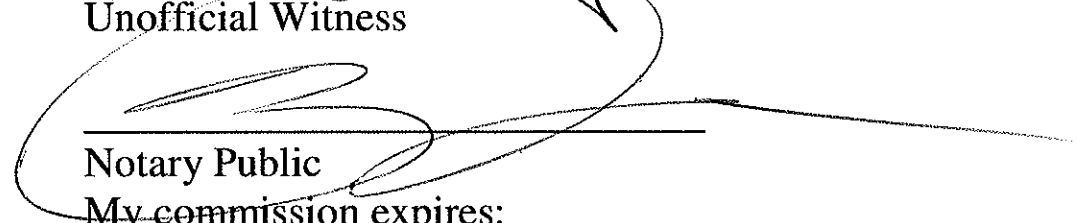
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: _____

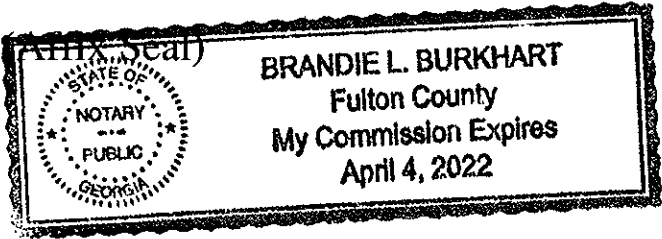


Exhibit ALegal Description

All that tract or parcel of land lying and being in 20th District, 2nd Section, Land Lot 99. This tract of land is also known as Lot No. 28 in L.C. Chalker's Mobile Home Village, Unit One, as surveyed in October 1957 by Robert T. Weaver, surveyor, the plat is recorded in the Clerk's Office of Cobb County, Georgia, in Plat Book 16, Page 196 and is more particularly described as follows:

Beginning at an iron-pin on the North-side of Pine Drive and on the West-side of Russell Drive and running North 37 degrees and 36 minutes East along the West-side of Russell Drive 70 feet to an iron-pin; Thence North 60 degrees and 57 minutes West along the South-side of Lot 29, 185.1 feet to an iron-pin and corner at the North-East corner of Lot 9 in L.C. Chalker's Subdivision, Section-One; thence Southwesterly along the East-end of Lot 9 in L.C. Chalker's Subdivision, Section-One, 95 feet to the North-side of Pine Drive; thence Easterly along the North-side of Pine Drive 191 feet to point of beginning.

This is part of the land deeded by Louise C. Avery on Nov. 25, 1940, the deed recorded in Deed Book 139, Folio 565.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters shown on plat recorded in Plat Book 16, Page 196, Cobb County, Georgia records.

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899(A32)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
3419 Russell Dr

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

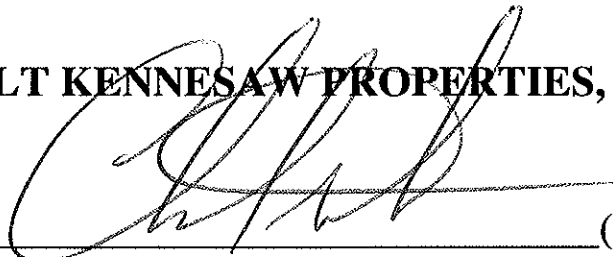
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

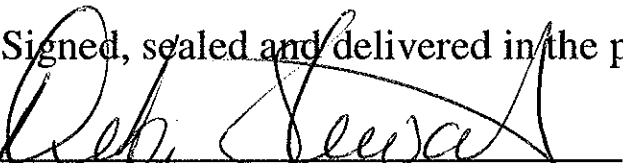
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

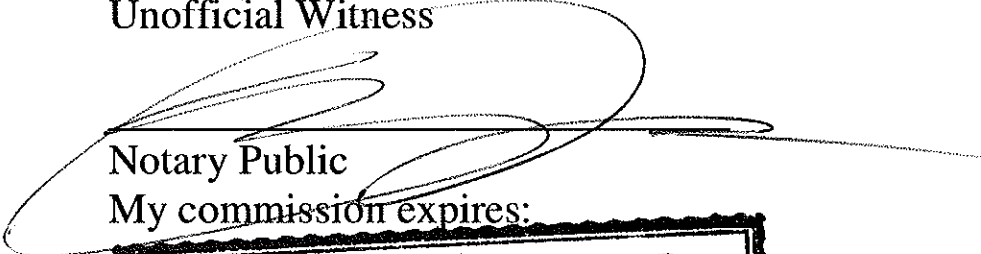
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires:

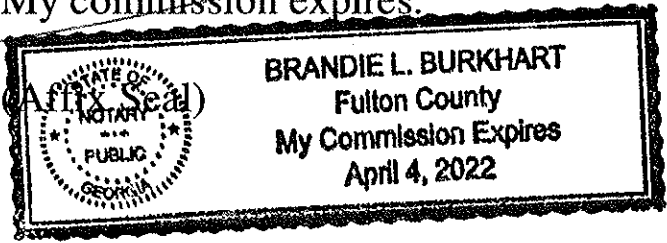


Exhibit ALegal Description

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, and being Lot 6 of the L.C. Chalker Mobile Home Village, Unit 1, as per plat of survey by Robert T. Weaver, Surveyor, said plat being recorded in Plat Book 16, Page 196, Cobb County Records, and being more particularly described as follows:

Beginning at an iron pin on the Westerly right-of-way of Russell Drive, 200 feet Northerly of the intersection of the Northerly right-of-way of Dogwood Drive with the Westerly right-of-way of Russell Drive; thence running Westerly for a distance of 154.9 feet to a point; thence running Northerly for a distance of 136.5 feet to a point; thence Easterly for a distance of 167.1 feet to a point on the Westerly right-of-way of Russell Drive; thence running Southerly along the Westerly right-of-way of Russell Drive for a distance of 137.4 feet to the point of beginning.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters shown on plat recorded in Plat Book 16, Page 196, Cobb County, Georgia records.

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899(A35)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
1857 Rock Springs Drive

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

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

GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness

Notary Public
My commission expires:

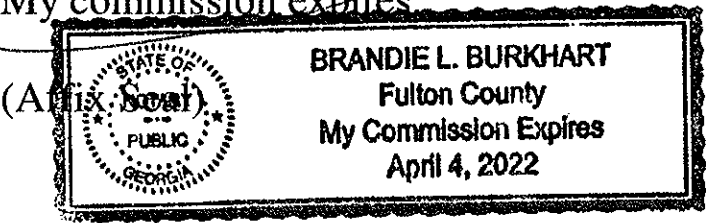


Exhibit ALegal Description

All that tract or parcel of land lying and being in Land Lot 99, of the 20th District, 2nd Section, Cobb County, Georgia, and being Lots 1 & 2 of the L.C. Chalker Mobile Home Village, as shown on plat recorded in Plat Book 46, Page 92, Cobb County Records, and being more particularly described as follows:

Beginning at an iron pin marking the intersection of the Southerly side of Rock Springs Drive with the Easterly side of Shiloh Road; thence running Easterly along the Southerly side of Rock Springs Drive for a distance of 224.15 feet to an iron pin and corner; thence running South 4 degrees 16' 24" West for a distance of 189.10 feet to an iron pin and corner; thence running North 89 degrees 39' 20" West for a distance of 94.78 feet to an iron pin; thence running South 89 degrees 29' 49" West for a distance of 104.80 feet to an iron pin and corner located on the Easterly side of Shiloh Road; thence running Northerly along the Easterly side of Shiloh Road for a distance of 183.20 feet to an iron pin and point of beginning.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters shown on plat recorded in Plat Book 46, Page 92, Cobb County, Georgia records.

After recording return to:
Lawrence C. Kasmen, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35299 (K)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 7th day of September 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

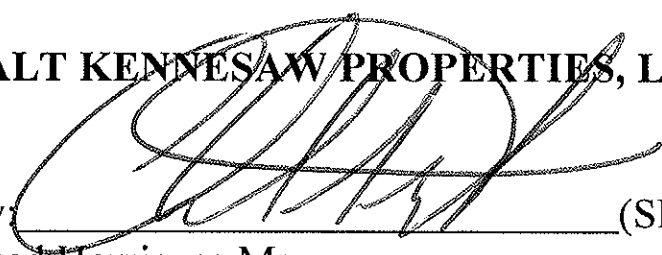
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

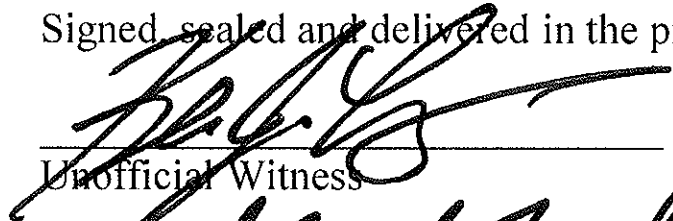
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

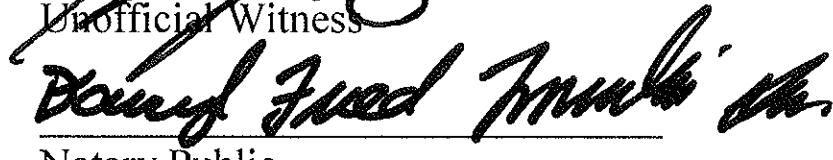
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

My commission expires: 09-03-2019

(Affix Seal)

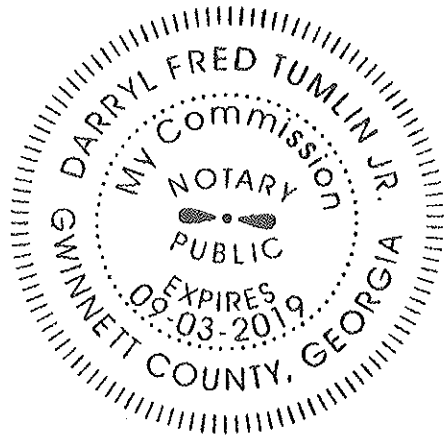


Exhibit A

Legal Description

That certain condominium unit in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia being Unit 301 of Ashton Commons Office Park Condominium, a condominium, as more particularly described and depicted on Plat of said condominium recorded in condominium plat Book 5, Page 191, and in floor plans recorded in condominium drawer 99008 - 990012 and in declaration of Ashton Commons Office Park condominium, a condominium recorded in Deed book 12389, Page 311 in the Superior Court Clerk's records of Cobb County Georgia together with said unit's appurtenant percentage an undivided interest in the common elements of Ashton Commons Office park condominium, a condominium, as provided in said declaration which said declaration, plat and floor plans are incorporated herein by this reference and made a part of this description.

That certain condominium unit in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia being Unit 302 of Ashton Commons Office Park Condominium, a condominium, as more particularly described and depicted on Plat of said condominium recorded in condominium plat Book 5, Page 191, and in floor plans recorded in condominium drawer 99008 - 990012 and in declaration of Ashton Commons Office Park condominium, a condominium recorded in Deed Book 12389, Page 311 in the Superior Court Clerk's records of Cobb County Georgia together with said unit's appurtenant percentage an undivided interest in the common elements of Ashton Commons Office park condominium, a condominium, as provided in said declaration which said declaration, plat and floor plans are incorporated herein by this reference and made a part of this description.

TOGETHER WITH those easement rights arising under that certain Agreement by and between Ashton Commons Office Park Condominium Association, Inc. and Real Estate Custom Finance, Inc., dated as of September 16, 2003, filed for record September 24, 2003 at 2:28 p.m., recorded in Deed Book 13855, Page 590, Records of Cobb County, Georgia.

ALSO TOGETHER WITH those easement rights arising under that certain Agreement from Ashton Commons Office Park Condominium Association, Inc. to Real Estate Custom Finance, Inc., dated as of April 16, 2009, filed for record May 13, 2009 at 1:55 p.m., recorded in Deed Book 14691, Page 3391, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated September 29, 1988, filed for record October 14, 1998 at 3:48 p.m., recorded in Deed Book 5112, Page 248, aforesaid Records; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated October 25, 1990, filed for record October 25, 1990 at 4:16 p.m., recorded in Deed Book 5908, Page 251, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Kennesaw Office Park by Kennesaw Office Park Association, Inc., dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 304, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Declaration of

Condominium for Ashton Commons Office Park Condominium by Ashton Commons, Inc., a Georgia corporation, dated April 1, 1999, filed, dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 311, aforesaid Records.

ALSO TOGETHER WITH those easement rights arising under that certain Easement and Cost Sharing Agreement by and between Ashton Commons Office Park Condominium Association, Inc., and Kennesaw Office Park Association, Inc., dated April 9, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 372, aforesaid Records.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2018 and subsequent years, not yet due and payable.
2. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 11:50 a.m., recorded in Deed Book 1584, Page 471, Records of Cobb County, Georgia.
3. Drainage rights as contained in that certain Right of Way Deed from L. C. Chalker to County of Cobb, dated September 20, 1946, filed for record February 18, 1975 at 12:10 p.m., recorded in Deed Book 1584, Page 476, aforesaid Records.
4. Right of Way Easement from Mark A. Forwerck and Cynthia A. Forwerck to Southern Bell Telephone and Telegraph Company, dated May 17, 1984, filed for record May 23, 1984 at 11:27 a.m., recorded in Deed Book 3128, Page 226, aforesaid Records.
5. Easement from McCollum Manor, Inc. to Cobb Electric Membership Corporation, dated March 1, 1984, filed for record July 24, 1984 at 8:34 a.m., recorded in Deed Book 3197, Page 526, aforesaid Records.
6. Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated September 29, 1988, filed for record October 14, 1998 at 3:48 p.m., recorded in Deed Book 5112, Page 248, aforesaid Records; as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Kennesaw Office Park by Kennesaw Office Park, Inc., a Georgia corporation, dated October 25, 1990, filed for record October 25, 1990 at 4:16 p.m., recorded in Deed Book 5908, Page 251, aforesaid Records; as further amended by that certain Amendment to the Declaration of Covenants, Conditions, Restrictions, and Easements for Kennesaw Office Park by Kennesaw Office Park Association, Inc., dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 304, aforesaid Records; but omitting any restriction based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
7. Declaration of Condominium for Ashton Commons Office Park Condominium by Ashton Commons, Inc., a Georgia corporation, dated April 1, 1999, filed, dated April 1, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 311, aforesaid Records.
8. Easement and Cost Sharing Agreement by and between Ashton Commons Office Park Condominium Association, Inc., and Kennesaw Office Park Association, Inc., dated April 9, 1999, filed for record April 12, 1999 at 1:58 p.m., recorded in Deed Book 12389, Page 372, aforesaid Records.
9. Agreement by and between Ashton Commons Office Park Condominium Association, Inc. and Real Estate Custom Finance, Inc., dated as of September 16, 2003, filed for record September 24, 2003 at 2:28 p.m., recorded in Deed Book 13855, Page 590, aforesaid Records.
10. Agreement from Ashton Commons Office Park Condominium Association, Inc. to Real Estate Custom Finance, Inc., dated as of April 16, 2009, filed for record May 13, 2009 at 1:55 p.m., recorded in Deed Book 14691, Page 3391, aforesaid Records.

11. All those matters as disclosed by that certain plat recorded in Condominium Plat Book 5, Page 191, aforesaid Records.
12. All those matters as disclosed by that certain plat recorded in Condominium Floor Plan Book 99, Page 8, aforesaid Records; as revised in Condominium Floor Plan Book 99, Page 47, aforesaid Records.

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
1859 Rock Springs Drive

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35299(A)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

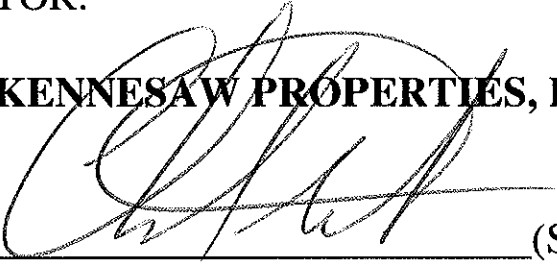
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

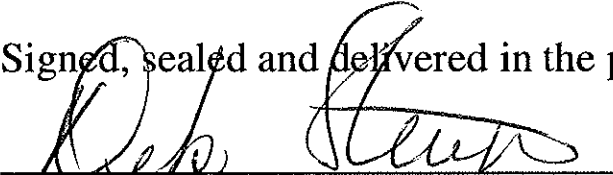
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

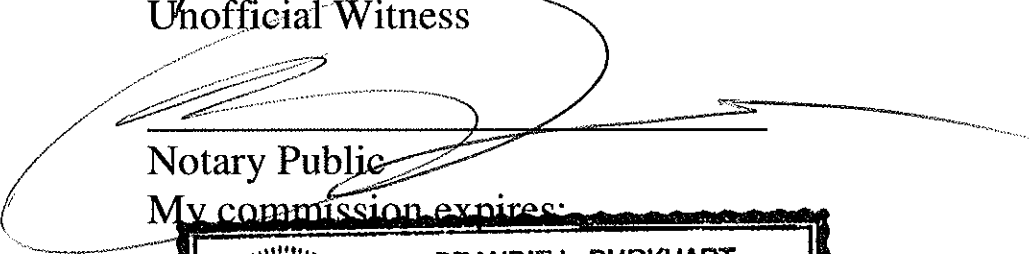
GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires:

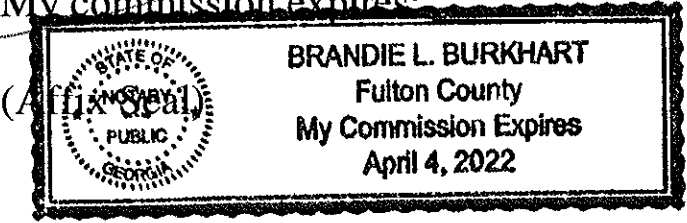


Exhibit A

Legal Description

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, being Lot 4 of L.C. Chalker Mobile Home Village, Unit One, as per plat recorded in Plat Book 16, Page 196, Cobb County, Georgia Records, which plat is incorporated herein and made a part of this description.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters affecting caption property as shown on plat recorded in Plat Book 16, page 196, Cobb County records.

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305
3474 & 3550 Cherokee St

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-35899(A)
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

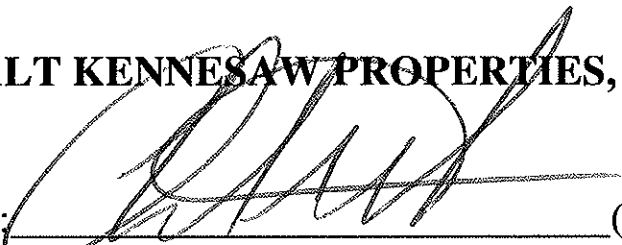
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

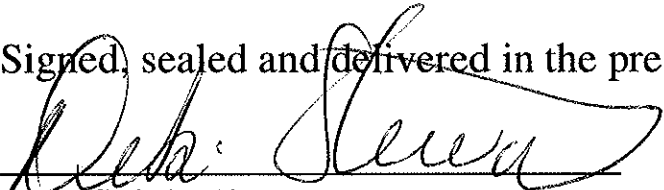
AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

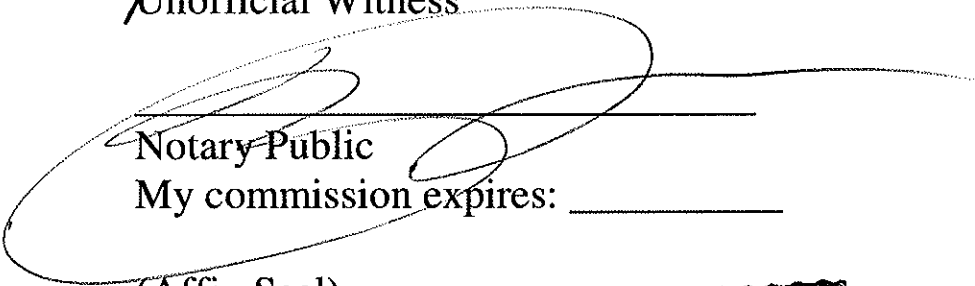
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:

Unofficial Witness


Notary Public
My commission expires: _____

(Affix Seal)

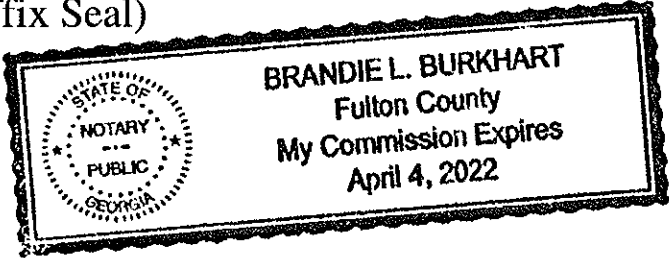


Exhibit ALegal Description

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, and being Lot 8 & 9 of L.C. Chalker Subdivision, Section One, as per plat recorded In Plat Book 16, Page 161, Cobb County, Georgia Records, which plat Is hereby referred to and made a part of this description.

AND

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District and 2nd Section, Cobb County, Georgia, being Lot 3 of L.C. Chalker Subdivision, Section One, according to a plat of said subdivision recorded in Plat Book 16, page 161, Cobb County, Georgia records, and being more particularly described as follows:

Beginning at an iron pin on the easterly side of Cherokee Street (formerly Shiloh Road) which iron pin is 110.00 feet southerly as measured along the easterly side of Cherokee Street from the intersection of the easterly side of Cherokee Street and the southerly side of Poplar Drive (which iron pin is also at the southwest corner of Lot 4, said section and subdivision); running thence south 88 degrees 30 minutes 00 seconds east along the line dividing Lots 4 and 3, 192.00 feet to an iron pin at the northwest corner of Lot 21, said section and subdivision; running thence south 06 degrees 40 minutes 26 seconds east along the line dividing Lots 21 and 3, 100.20 feet to an iron pin on the northerly line of Lot 2, said section and subdivision; running thence south 89 degrees 56 minute 52 seconds west along the line dividing Lots 2 and 3, 196.00 feet to an iron pin on the easterly side of Cherokee Street; running thence northerly along the easterly side of Cherokee Street and following the curvature along the easterly side of Cherokee Street and following the curvature thereof, 105.00 feet to an iron pin and the point of beginning.

Exhibit B

Permitted Exceptions

1. All taxes for the year 2018 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
2. All matters affecting caption property as shown on plat recorded in Plat Book 16, page 161, Cobb County records.

After recording return to:
Calloway Title and Escrow, LLC
ATTN: David Dudley
3170 Ashford Dunwoody Road
Suite 525
Atlanta, Georgia 30319
CT#2-35899(G)

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "**Permitted Exceptions**"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "**Property**").

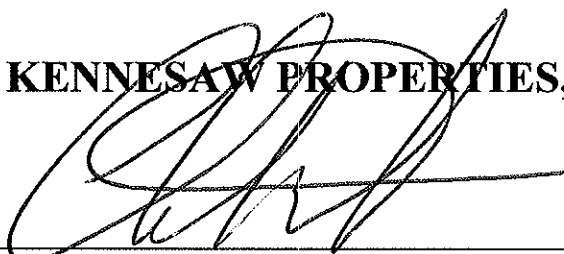
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

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

GRANTOR:

SALT KENNESAW PROPERTIES, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: 6-21-19

(Affix Seal)

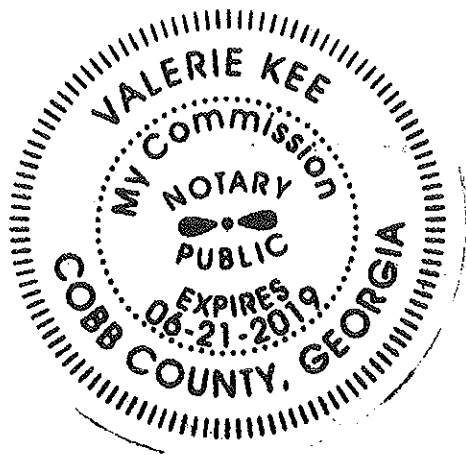


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia, and being Lot 7 of L.C. Chalker Property, Section One, as per plat recorded in Plat Book 16, page 161, Cobb County records, and being more particularly described as follows:

BEGINNING at an iron pin on the southeasterly side of Cherokee Street (formerly Shiloh Road), One hundred fifty-seven (157) feet southwesterly from Pine Street (also known as Pine Drive and Pine Lane) (said point of beginning being at the southwestern corner of Lot 8 of said subdivision) and running thence southwesterly, along the southeasterly side of Cherokee Street, One hundred fifty-two (152) feet to an iron pin at the northwestern corner of Lot 6 of said subdivision; running thence easterly, along the northerly line of said Lot 6, One hundred ninety-four and eight-tenths (194.8) feet to an iron pin; running thence northeasterly, One hundred twenty-two and nine-tenths (122.9) feet to an iron pin on the southerly line of Lot 11 of said subdivision, and running thence northwesterly, along the southerly line of said Lot 8, Two hundred three and six-tenths (203.6) feet to the southeasterly side of Cherokee Street and point of beginning; being improved property, as shown on survey of United Surveying & Engineering Co., dated April 11, 1965.

EXHIBIT "B"

- a.) All taxes for the year 2018 and subsequent years.
- b.) All those matters as disclosed by that certain plat recorded in Plat Book 16, Page 161, Records of Cobb County, Georgia.

After recording return to:
Calloway Title and Escrow, LLC
ATTN: David Dudley
3170 Ashford Dunwoody Road
Suite 525
Atlanta, Georgia 30319
CT#2-35899(G)

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 24th day of August 2018, by and between **KENNESAW REDEVELOPMENT, LLC**, a Georgia limited liability company ("Grantor"), and **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") whose address is 2110 Powers Ferry Road, Suite 150, Atlanta, Georgia 30339 (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "**Permitted Exceptions**"), all that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, State of Georgia being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, and (b) all permits, licenses, privileges, rights, members, easements and appurtenances thereto, including but not limited to all trees, shrubbery, plants, naturally-occurring minerals, gas, oil or subsurface rights therein or thereunder, to the same being, belonging or in any way appertaining thereto with respect thereto or arising therefrom (the foregoing, collectively, the "**Property**").

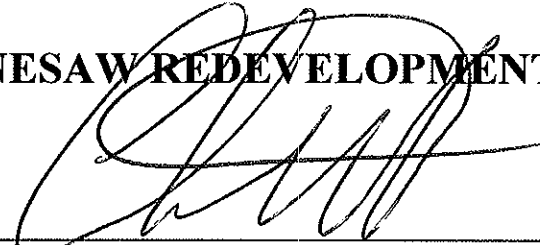
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever, in FEE SIMPLE.

AND, SUBJECT ONLY TO the Permitted Exceptions, Grantor will warrant and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

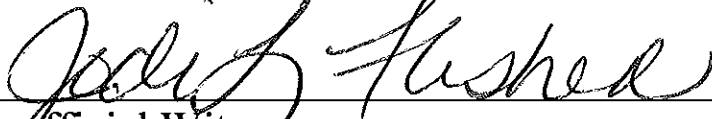
IN WITNESS WHEREOF, Grantor has signed and sealed this Limited Warranty Deed, the day and year first above written.

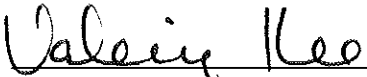
GRANTOR:

KENNESAW REDEVELOPMENT, LLC

By:  (SEAL)
Chad Howie, as Manager

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public
My commission expires: 6-21-19

(Affix Seal)

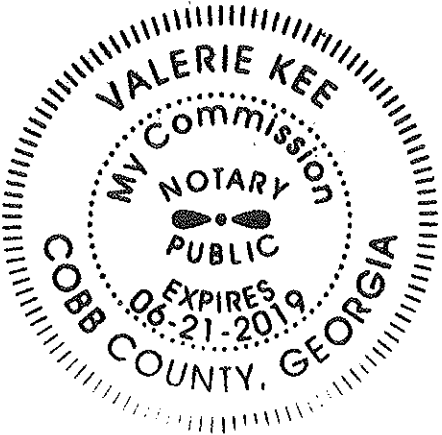


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, and being Lot 8 of L.C. Chalker Subdivision, Section One, as per plat recorded in Plat Book 16, Page 161, Cobb County, Georgia Records, which plat is hereby referred to and made a part of this description.

EXHIBIT "B"

1. Taxes and assessments for the year 2018;
2. Easement to Cobb EMC recorded in Deed Book 13610, Page 781;
3. All matters as shown on that plat recorded in Plat Book 16, page 181.

After recording return to:
Ruari J. O'Sullivan
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2.35899
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, Georgia 30319

QUITCLAIM DEED

THIS INDENTURE, made as of this 24th day of August, 2018, by **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), in favor of **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has bargained, sold, remised, conveyed and forever quitclaimed, and by these presents does hereby bargain, sell, remise, convey and forever quitclaim unto Grantee all of Grantor's right, title and interest in and to that tract or parcel of land lying and being in Cobb County, Georgia, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, air and subsurface rights (including without limitation all oil, gas and mineral rights) with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

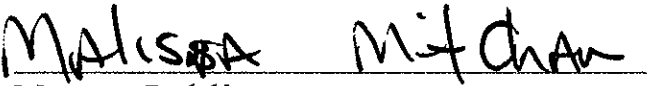
TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever.

(Signatures appear on following page)

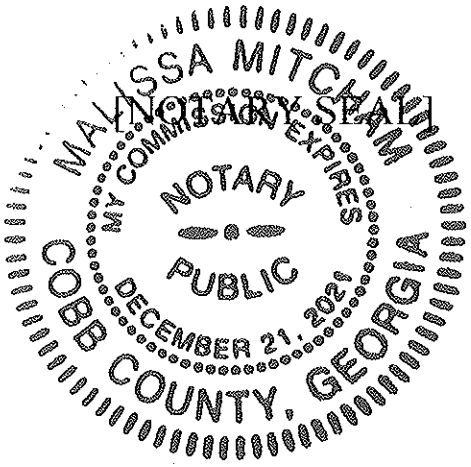
IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of: **GRANTOR:**


Unofficial Witness


Notary Public

My Commission Expires: 12/21/2021



SALT KENNESAW PROPERTIES, LLC, a Georgia limited liability company

By: 
Chad Howie, as Manager

[CORPORATE SEAL]

EXHIBIT "A"**TRACT 1:**

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia,
and being more particularly described as follows:

Beginning at the south west corner of Land Lot 99, said corner being the common corner of Land Lots 99, 100, 129 and 130;

Thence along the common line between Land lots 99 and 100 North 02 degrees 32 minutes 22 seconds East 134.73 feet to an iron pin found (1" crimp top pipe);

Thence continuing along said Land Lot Line North 02 degrees 40 minutes 00 seconds East 80.04 feet to an iron pin found (1/2" open top pipe);

Thence continuing along said Land Lot Line North 01 degrees 44 minutes 35 seconds East 79.70 feet to a #4 rebar found;

Thence continuing along said Land Lot Line North 02 degrees 43 minutes 46 seconds East 37.54 feet to a #4 rebar set;

Thence continuing along said Land Lot Line North 03 degrees 55 minutes 35 seconds East 196.77 feet to a #4 rebar found;

Thence continuing along said Land Lot Line North 03 degrees 24 minutes 33 seconds East 77.80 feet to a #4 rebar set;

Thence continuing along said Land Lot Line North 03 degrees 29 minutes 05 seconds East 116.75 feet to a #4 rebar set;

Thence continuing along said Land Lot Line North 03 degrees 29 minutes 05 seconds East 342.13 feet to an iron pin found (1" crimp top pipe) on the southerly fifty foot right of way of Smith Drive;

Thence continuing along said Land Lot Line North 03 degrees 19 minutes 22 seconds East 50.82 feet to an iron pin found (3/4" crimp top pipe) on the northerly fifty foot right of way of Smith Drive;

Thence continuing along said Land Lot Line North 03 degrees 25 minutes 59 seconds East 264.36 feet to an iron pin found (1" crimp top pipe);

Thence continuing along said Land Lot Line North 03 degrees 19 minutes 23 seconds East 171.96 feet to an iron pin found (1" open top pipe);

Thence continuing along said Land Lot Line North 03 degrees 20 minutes 21 seconds East 100.02 feet to an iron pin found (bolt);

Thence continuing along said Land Lot Line North 03 degrees 25 minutes 27 seconds East 118.44 feet to a #4 rebar set on the southerly forty foot right of way of Dobbins Drive;

Thence along said southerly right of way South 87 degrees 58 minutes 23 seconds East 50.20 feet to a point;

Thence continuing along said right of way South 84 degrees 11 minutes 58 seconds East 73.74 feet to a #4 rebar found;

Thence continuing along said right of way along a curve to the right an arc length of 168.31 feet, said curve having a radius of 635.51 feet, and being subtended by a chord of 167.81 feet, at South 77 degrees 19 minutes 05 seconds East to a point;

Thence continuing along said right of way South 67 degrees 39 minutes 37 seconds East 133.15 feet to a point;

Thence continuing along said right of way South 64 degrees 33 minutes 47 seconds East 27.75 feet to a point;

Thence continuing along said right of way South 67 degrees 08 minutes 45 seconds East 95.39 feet to a point at the intersection of the southerly forty foot right of way of Dobbins drive with the westerly variable right of way of Cherokee Street;

Thence along the westerly variable right of way of Cherokee Street along a curve to the left an arc length of 178.31 feet, said curve having a radius of 1143.32 feet, and being subtended by a chord of 178.13 feet, at South 02 degrees 04 minutes 11 seconds West to a point;

Thence continuing along said right of way South 02 degrees 09 minutes 00 seconds East 218.74 feet to a point;

Thence continuing along said right of way South 01 degrees 51 minutes 04 seconds East 130.08 feet to a point;

Thence continuing along said right of way South 02 degrees 37 minutes 35 seconds East 35.42 feet to a point;

Thence continuing along said right of way South 01 degrees 50 minutes 19 seconds East 80.00 feet to a #4 rebar set;

Thence leaving said right of way South 89 degrees 06 minutes 21 seconds West 203.59 feet to an iron pin found (1" open top);

Thence South 03 degrees 24 minutes 50 seconds East 60.68 feet to an iron pin found (1/2" open top);

Thence South 03 degrees 37 minutes 38 seconds East 38.93 feet to an iron pin found (1/2" open top);

Thence North 89 degrees 13 minutes 01 seconds East 200.00 feet to a #4 rebar set on the Westerly variable right of way of Cherokee Street;

Thence along said right of way South 01 degrees 49 minutes 42 seconds East 100.00 feet to a #4 rebar found;

Thence leaving said right of way South 89 degrees 20 minutes 58 seconds West 196.51 feet to iron pin found (1" rod disturbed);

Thence South 00 degrees 45 minutes 56 seconds East 68.85 feet to a #4 rebar set;

Thence North 77 degrees 36 minutes 49 seconds West 28.20 feet to a #4 rebar found;

Thence South 23 degrees 02 minutes 14 seconds West 68.48 feet to a #4 rebar found;

Thence South 69 degrees 05 minutes 15 seconds East 263.64 feet to a #4 rebar set on the Westerly variable right of way of Cherokee Street;

Thence along said right of way along a curve to the right an arc length of 409.70 feet, said curve having a radius of 1132.00 feet, and being subtended by a chord of 407.47 feet, at South 15 degrees 39 minutes 20 seconds West to a point;

Thence continuing along said right of way with a compound curve to the right an arc length of 139.49 feet, said curve having a radius of 1132.00 feet, and being subtended by a chord of 139.40 feet, at South 32 degrees 25 minutes 26 seconds West to a point;

Thence continuing along said right of way South 35 degrees 05 minutes 15 seconds West 90.52 feet to a #4 rebar found on the common Land Lot Line between Land Lots 99 and 130;

Thence leaving said right of way and proceeding along said Land Lot Line North 86 degrees 20 minutes 41 seconds West 401.19 feet to iron pin found (1/2" open top) at the south west corner of Land Lot 99, said corner being the common corner of Land Lots 99, 100, 129 and 130 and also being the POINT OF BEGINNING;

Said tract or parcel being 20.81 Acres more or less.

LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Fred Milani to Kent C. Mondich and Karen K. Mondich, dated December 30, 1992, filed for record January 25, 1993 at 8:36 a.m., recorded in Deed Book 7113, Page 438, Records of Cobb County, Georgia.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Steve McGuire to Grin, Inc., dated June 21, 2013, filed for record July 9, 2013 at 11:35 a.m., recorded in Deed Book 15077, Page 4434, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Limited Warranty Deed from Bobbie M. Duke, individually and Bobbie M. Duke, as Administrator of the Estate of Betty H. McPherson, deceased to Xiue Sun, dated February 19, 2016, filed for record February 29, 2016 at 3:02 p.m., recorded in Deed Book 15316, Page 2491, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Limited Warranty Deed from James K. Haga to Lubomir Tarnovsky, dated October 28, 2014, filed for record November 3, 2014 at 11:27 a.m., recorded in Deed Book 15196, Page 1153, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Patricia A. Brown to Michael L. Brown, dated January 2, 1992, filed for record January 15, 1992 at 3:32 p.m., recorded in Deed Book 6428, Page 317, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Xuepeng Liu and Ning Zhang to Orchard Realty K1, LLC, dated February 20, 2016, filed for record March 18, 2016 at 10:49 a.m., recorded in Deed Book 15320, Page 3525, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Limited Warranty Deed from Century Bank of Georgia to Wilderson, LLC, dated December 22, 2014, filed for record December 31, 2014 at 2:44 p.m., recorded in Deed Book 15209, Page 3170, aforesaid Records.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

SMITH DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at a point located at the intersection of the northwesterly right-of-way of Cherokee Street (a variable right-of-way) and the northeasterly right-of-way of Smith Drive (40' right-of-way); Thence along the northwesterly right-of-way of Cherokee Street South 02 degrees 37 minutes 35 seconds East for a distance of 35.42 feet to a point located at the intersection of the

northwesterly right-of-way of Cherokee Street and the southwesterly right-of-way of Smith Drive; Thence along the southwesterly right-of-way of Smith Drive the following courses:
 North 75 degrees 03 minutes 28 seconds West for a distance of 217.00 feet to a 1" rod found;
 South 86 degrees 07 minutes 09 seconds West for a distance of 129.96 feet to a 1" rod found;
 South 79 degrees 20 minutes 49 seconds West for a distance of 237.37 feet to a 1" crimp top pipe found;

Thence crossing the right-of-way of Smith Drive North 03 degrees 19 minutes 22 seconds East for a distance of 50.82 feet to a ¾" Crimp Top Pipe located on the northeasterly right-of-way of Smith Drive; Thence along said northeasterly right-of-way the following courses:

North 79 degrees 25 minutes 27 seconds East for a distance of 80.04 feet to a #4 rebar found;
 North 83 degrees 27 minutes 52 seconds East for a distance of 79.93 feet to a point;
 North 86 degrees 36 minutes 37 seconds East for a distance of 93.93 feet to a #3 rebar found;
 North 79 degrees 26 minutes 07 seconds East for a distance of 33.34 feet to a point;
 South 88 degrees 41 minutes 07 seconds East for a distance of 116.50 feet to a 1 ½" open top pipe found;

Thence South 72 degrees 53 minutes 03 seconds East for a distance of 174.67 feet to a point located at the intersection of Smith Drive and Cherokee Street, said point being the Point of Beginning.

Said tract contains 0.53 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

GRAVEL DRIVE:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

To ascertain the Point of Beginning; commence at a point located at the intersection of the northwesterly right-of-way of Cherokee Street (a variable right-of-way) and the southwesterly right-of-way of Dobbins Drive (40' right-of-way);

Thence along the southwesterly right-of-way of Dobbins Drive North 67 degrees 08 minutes 45 seconds West for a distance of 95.39 feet to a point, said point being the Point of Beginning:

Thence leaving the southwesterly right-of-way of Dobbins Drive South 13 degrees 00 minutes 39 seconds West for a distance of 145.48 feet to a #4 rebar found;

Thence South 20 degrees 24 minutes 27 seconds West for a distance of 101.62 feet to a point;

Thence South 24 degrees 32 minutes 41 seconds West for a distance of 93.40 feet to a point;

Thence South 23 degrees 44 minutes 45 seconds West for a distance of 205.00 feet to a point located on the northeasterly right-of-way of Smith Drive (40' right-of-way);

Thence along said northeasterly right-of-way South 79 degrees 26 minutes 07 seconds West for a distance of 33.34 feet to a point;

Thence leaving the northeasterly right-of-way Smith Drive North 23 degrees 44 minutes 55 seconds East for a distance of 214.00 feet to a point;

Thence North 23 degrees 09 minutes 02 seconds East for a distance of 100.47 feet to a point;
 Thence North 21 degrees 01 minutes 02 seconds East for a distance of 101.57 feet to a point;
 Thence North 13 degrees 39 minutes 54 seconds East for a distance of 148.76 feet to a point
 located on the southwesterly right-of-way of Dobbins Drive (40' right-of-way);
 Thence along said southwesterly right-of-way South 64 degrees 33 minutes 47 seconds East for
 a distance of 27.75 feet to a point, said point being the Point of Beginning.

Said tract contains 0.36 acres.

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City
 of Kennesaw, Cobb County, Georgia,
 and being more particularly described as follows:

Beginning at a #4 rebar found at the intersection of the Southerly variable right of way of
 McCollum Parkway (A.K.A. Chalker Road) and the Easterly variable right of way of Cherokee Street;

Thence along the Southerly variable right of way of McCollum Parkway (A.K.A. Chalker Road)
 North 88 degrees 59 minutes 44 seconds East 175.11 feet to a #4 rebar found;

Thence continuing along said right of way North 86 degrees 47 minutes 26 seconds East 215.94
 feet to a point;

Thence continuing along said right of way South 86 degrees 58 minutes 04 seconds East 40.19
 feet to a point;

Thence continuing along said right of way South 86 degrees 58 minutes 04 seconds East 120.94
 feet to a #4 rebar found;

Thence continuing along said right of way South 86 degrees 06 minutes 06 seconds East 208.00
 feet to an iron pin found (1 1/2" iron rod);

Thence leaving said right of way South 01 degrees 20 minutes 19 seconds West 226.26 feet to
 an iron pin found (1" open top pipe);

Thence South 00 degrees 14 minutes 02 seconds West 100.14 feet to a an iron pin found (1"
 open top pipe);

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to an iron pin found (1" open
 top pipe);

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 43 minutes 23 seconds West 199.37 feet to an iron pin found (1/2"
 open top pipe);

Thence South 00 degrees 37 minutes 53 seconds West 193.48 feet to an iron pin found (1" open
 top pipe);

Thence South 00 degrees 50 minutes 07 seconds West 93.90 feet to a #4 rebar found;

Thence North 87 degrees 52 minutes 33 seconds West 207.91 feet to a #4 rebar set on the
 Easterly forth foot right of way of Grant Drive;

Thence North 87 degrees 52 minutes 35 seconds West 40.25 feet to a #4 rebar set on the
 Westerly forth foot right of way of Grant Drive;

Thence along said Westerly right of way South 02 degrees 46 minutes 07 seconds East 270.16
 feet to an iron pin found (1/2" open top pipe);

Thence leaving said right of way North 68 degrees 26 minutes 21 seconds West 130.26 feet to a point on a sanitary sewer manhole;

Thence North 40 degrees 43 minutes 14 seconds West 136.69 feet to a #4 rebar found;

Thence North 15 degrees 00 minutes 29 seconds West 67.83 feet to a #4 rebar set;

Thence South 46 degrees 32 minutes 16 seconds West 91.55 feet to a #4 rebar set;

Thence South 08 degrees 16 minutes 09 seconds West 119.15 feet to a #4 rebar set on the Easterly forty foot right of way of Branch Drive

Thence South 45 degrees 28 minutes 47 seconds West 44.04 feet to #4 rebar set on the Westerly forty foot right of way Branch Drive;

Thence along said Westerly right of way South 01 degrees 51 minutes 35 seconds West 200.00 feet to an iron pin found (3/4" crimp top pipe);

Thence leaving said right of way South 88 degrees 09 minutes 35 seconds West 304.51 feet to a #4 rebar set on the Easterly forty foot right of way of Russell Drive;

Thence South 88 degrees 58 minutes 59 seconds West 40.44 feet to an iron pin found (1 1/2" open top pipe) on the Westerly forty foot right of way of Russell Drive;

Thence along said Westerly right of way South 01 degrees 38 minutes 42 seconds West 136.01 feet to an iron pin found (1" square rod);

Thence Continuing along said right of way South 01 degrees 27 minutes 15 seconds West 203.99 feet to a #4 rebar set at the intersection of said right of way with the Northerly forty foot right of way of Dogwood drive;

Thence along the Northerly forty foot right of way of Dogwood drive North 86 degrees 31 minutes 13 seconds West 69.41 feet to a fence post found;

Thence continuing along said right of way North 89 degrees 16 minutes 47 seconds West 79.78 feet to a iron pin found (axle);

Thence continuing along said right of way North 89 degrees 08 minutes 10 seconds West 199.37 feet to a iron pin found (angle iron) at the intersection of said right of way with the Easterly variable right of way of Cherokee Street;

Thence along the Easterly variable right of way of Cherokee Street North 00 degrees 58 minutes 17 seconds West 170.00 feet to a #4 rebar set;

Thence leaving said right of way South 89 degrees 10 minutes 25 seconds East 200.00 feet to a #4 rebar set;

Thence North 02 degrees 29 minutes 38 seconds West 28.19 feet to a #4 rebar found disturbed;

Thence North 02 degrees 00 minutes 40 seconds West 50.42 feet to a #4 rebar found;

Thence North 02 degrees 00 minutes 07 seconds West 100.00 feet to a #4 rebar set;

Thence North 88 degrees 44 minutes 55 seconds West 200.00 feet to an iron pin found (1" open top pipe) on the Easterly variable right of way of Cherokee Street;

Thence along said right of way North 01 degrees 51 minutes 05 seconds West 182.77 feet to an iron pin found (3/4" open top pipe);

Thence continuing along said right of way North 02 degrees 09 minutes 00 seconds West 219.00 feet to a point;

Thence continuing along said right of way along a curve to the right an arc length of 812.79 feet, said curve having a radius of 1083.32 feet, and being subtended by a chord of 793.86 feet, at North 19 degrees 05 minutes 44 seconds East to a #4 rebar found;

Thence continuing along said right of way North 43 degrees 25 minutes 18 seconds East 39.62 feet to a #4 rebar found;

Thence continuing along said right of way North 41 degrees 36 minutes 43 seconds East 420.15 feet to a #4 rebar found at the intersection of the Southerly variable right of way of McCollum Parkway

(A.K.A. Chalker Road) and the Easterly variable right of way of Cherokee Street, said #4 rebar found being the POINT OF BEGINNING;

Said tract or parcel being 38.09 Acres more or less.

LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Charles V. McPherson to William M. Ewing, dated March 22, 1999, filed for record April 27, 1999 at 5:00 p.m., recorded in Deed Book 12437, Page 352, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Ted Gregory Adcock to Hector A. Romero and Vilma G. Romero, as joint tenants with survivorship and not as tenants in common, dated June 10, 2005, filed for record June 14, 2005 at 4:23 p.m., recorded in Deed Book 14169, Page 1454, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Quit-Claim Deed from Charlotte E. Burns, f/k/a Charlotte E. Bowman to Charlotte E. Burns, dated June 15, 1995, filed for record June 15, 2000 at 2:52 p.m., recorded in Deed Book 13270, Page 1825, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Carolyn A. Ballard aka Carolyn Anne Ballard to D&D United, LLC, dated December 18, 2015, filed for record December 23, 2015 at 11:11 a.m., recorded in Deed Book 15301, Page 5283, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain QuitClaim Deed from Maxine Hillhouse Brown to Wanda Lanning and Terry Lanning, dated April 13, 2011, filed for record April 26, 2011 at 12:13 p.m., recorded in Deed Book 14849, Page 3264, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Quit-Claim Deed from J. T Wood to Stan Scarboro and Susan Scarboro, as joint tenants with right of survivorship and not as tenants in common, dated December 14, 2010, filed for record December 14, 2010 at 2:58 p.m., recorded in Deed Book 14820, Page 5108, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Peggy Jo Massey, as Trustee of the Peggy Jo Massey Living Trust dated September 24, 2007 to Peggy Jo Massey, dated March 6, 2012, filed for record March 9, 2012 at 12:15 p.m., recorded in Deed Book 14926, Page 1794, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Karen M. Weeks to Tony Schikalanov dated December 30, 1983, filed for record January 11, 1984, recorded in Deed Book 2991, Page 455, aforesaid Records; and FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Karen W. Weeks to Tony Schikalanov dated December 11, 1978, filed for record December 18, 1978, recorded in Deed Book 1955, Page 600, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Quit Claim Deed by Julia Frances (Anderson) Nelson to Mountain Management Systems dated July 6, 2002, filed for record August 15, 2002 at 4:02 p.m., recorded in Deed Book 13576, Page 5556, aforesaid Records.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

THAT certain condominium unit in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia being unit 301 of Ashton Commons Office Park Condominium, a condominium, as more particularly described and depicted on Plat of said condominium recorded in condominium plat book 5 page 191 and in floor plans recorded in condominium drawer 99008 – 990012 and in declaration of Ashton Commons Office Park condominium, a condominium recorded in Deed Book 12389, on Page 311 in the Superior Court Clerk's records of Cobb County Georgia together with said unit's appurtenant percentage an undivided interest in the common elements of Ashton Commons Office Park condominium, a condominium, as provided in said declaration which said declaration, plat and floor plans are incorporated herein by this reference and made a part of this description

AND as certain condominium unit in Land Lot 99 of the 20th District, 2nd Section of Cobb County, Georgia being unit 302 of Ashton Commons Office Park Condominium, a condominium, as more particularly described and depicted on Plat of said condominium recorded in condominium plat book 5 page 191 and in floor plans recorded in condominium drawer 99008 – 990012 and in declaration of Ashton Commons Office Park condominium, a condominium recorded in Deed Book 12389, on Page 311 in the Superior Court Clerk's records of Cobb County Georgia together with said unit's appurtenant percentage an undivided interest in the common elements of Ashton Commons Office Park condominium, a condominium, as provided in said declaration which said declaration, plat and floor plans are incorporated herein by this reference and made a part of this description

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

That portion of the property lying between Lot 14 (A.K.A. 1810-4 Rock Springs Drive) and Lot 15 (A.K.A. 1810 Rock Springs Drive) labeled as "Entrance" and recorded in Plat Book 16, Page 196, aforesaid records.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

GRANT DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the southwesterly right-of-way of McCollum Parkway a.k.a. Chalker Road (a variable right-of-way) and the easterly right-of-way of Grant Drive (40' right-of-way); Thence along said easterly right-of-way the following courses:

South 07 degrees 01 minutes 35 seconds East for a distance of 211.18 feet to a point;
 South 07 degrees 39 minutes 12 seconds East for a distance of 98.57 feet to a point;
 South 03 degrees 52 minutes 47 seconds East for a distance of 125.00 feet to a point;
 South 05 degrees 43 minutes 16 seconds East for a distance of 100.86 feet to a point;

South 05 degrees 34 minutes 15 seconds East for a distance of 99.85 feet to a point;
 South 06 degrees 26 minutes 37 seconds East for a distance of 100.00 feet to a point;
 South 07 degrees 28 minutes 37 seconds East for a distance of 100.00 feet to a point;
 South 04 degrees 38 minutes 30 seconds East for a distance of 110.69 feet to a point;
 South 02 degrees 37 minutes 46 seconds East for a distance of 111.94 feet to a #4 rebar set;
 Thence leaving the easterly right-of-way of Grant Drive North 87 degrees 52 minutes 35
 seconds West for a distance of 40.25 feet to a #4 rebar set on the westerly right-of-way of
 Grant Drive;
 Thence along said westerly right-of-way the following courses:
 North 02 degrees 46 minutes 07 seconds West for a distance of 36.39 feet to a #4 rebar found;
 North 02 degrees 27 minutes 58 seconds West for a distance of 100.00 feet to a point located
 on the south right-of-way of Poplar Drive (40' right-of-way);
 North 03 degrees 24 minutes 19 seconds West for a distance of 40.91 feet to a point located on
 the north right-of-way of Poplar Drive;
 North 07 degrees 28 minutes 37 seconds West for a distance of 102.60 feet to a point;
 North 07 degrees 28 minutes 00 seconds West for a distance of 36.81 feet to a point;
 North 06 degrees 26 minutes 37 seconds West for a distance of 62.74 feet to a point;
 North 06 degrees 26 minutes 11 seconds West for a distance of 37.87 feet to a point;
 North 05 degrees 34 minutes 15 seconds West for a distance of 99.74 feet to a point;
 North 05 degrees 43 minutes 16 seconds West for a distance of 65.64 feet to a point;
 North 05 degrees 41 minutes 20 seconds West for a distance of 36.51 feet to a point;
 North 03 degrees 52 minutes 47 seconds West for a distance of 68.65 feet to a point;
 North 05 degrees 55 minutes 25 seconds West for a distance of 119.99 feet to a point located
 on the southeasterly right-of-way of Russell Drive (40' right-of-way);
 North 07 degrees 31 minutes 03 seconds West for a distance of 41.42 feet to a point located on
 the northwesterly right-of-way of Russell Drive;
 North 06 degrees 54 minutes 36 seconds West for a distance of 209.45 feet to a point located
 on the southwesterly right-of-way of McCollum Parkway a.k.a. Chalker Road;
 Thence along said southwesterly right-of-way South 86 degrees 58 minutes 04 seconds East for
 a distance of 40.19 feet to a point, said point being the Point of Beginning.

Said tract contains 0.97 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

RUSSELL DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the westerly right-of-way of Grant Drive (40' right-of-way) and the southeasterly right-of-way of Russell Drive; Thence along said southeasterly right-of-way the following courses:

South 83 degrees 36 minutes 02 seconds West for a distance of 44.90 feet to a point;
 South 62 degrees 27 minutes 02 seconds West for a distance of 57.50 feet to a point;
 South 41 degrees 21 minutes 02 seconds West for a distance of 112.71 feet to a steel rod found;
 South 41 degrees 28 minutes 32 seconds West for a distance of 40.01 feet to a point;
 South 43 degrees 07 minutes 23 seconds West for a distance of 5.64 feet to a point;
 South 42 degrees 34 minutes 48 seconds West for a distance of 124.10 feet to a #4 rebar found;
 South 41 degrees 02 minutes 39 seconds West for a distance of 229.78 feet to a point;
 South 38 degrees 04 minutes 11 seconds West for a distance of 11.52 feet to a 1" open top pipe found;
 Along a curve to the left, said curve having a radius of 430.00 feet and an arc length of 133.53 feet and being subtended by a chord bearing of South 33 degrees 01 minutes 38 seconds West and a chord distance of 133.00 feet to a 1 ½" open top pipe found;
 South 20 degrees 32 minutes 02 seconds West for a distance of 53.95 feet to a point;
 South 16 degrees 56 minutes 13 seconds West for a distance of 13.62 feet to a point located on the north right-of-way of Poplar Drive (40' right-of-way);
 South 05 degrees 54 minutes 47 seconds West for a distance of 40.08 feet to a ¾ " crimp top pipe found on the south right-of-way of Poplar Drive;
 South 85 degrees 21 minutes 13 seconds West for a distance of 7.25 feet to a point;
 South 02 degrees 29 minutes 53 minutes West for a distance of 93.14 feet to a point;
 South 02 degrees 40 minutes 29 seconds West for a distance of 115.01 feet to a point;
 South 01 degrees 18 minutes 38 seconds West for a distance of 195.38 feet to a point located on the north right-of-way of Rockspring Drive (40' right-of-way);
 South 06 degrees 36 minutes 28 seconds East for a distance of 35.84 feet to a point located on the south right-of-way of Rockspring Drive;
 South 02 degrees 00 minutes 18 seconds West for a distance of 200.03 feet to a point;
 Thence leaving the southeasterly right-of-way of Russell Drive South 88 degrees 58 minutes 59 seconds West for a distance of 40.44 feet to a 1 ½" open top pipe found on the northwesterly right-of-way Russell Drive; Thence along said northwesterly right-of-way the following courses:
 North 01 degrees 33 minutes 57 seconds East for a distance of 202.22 feet to a point located on the south right-of-way of Rockspring Drive;
 North 01 degrees 55 minutes 07 seconds West for a distance of 34.37 feet to a #5 rebar found on the north right-of-way of Rockspring Drive;
 North 01 degrees 35 minutes 46 seconds East for a distance of 103.05 feet to a point;
 North 01 degrees 35 minutes 35 seconds East for a distance of 200.45 feet to a point;
 North 02 degrees 29 minutes 53 seconds East for a distance of 101.46 feet to a point located on the south right-of-way of Poplar Drive;
 North 08 degrees 12 minutes 54 seconds East for a distance of 41.01 feet to a point located on the north right-of-way of Poplar Drive;
 North 18 degrees 34 minutes 53 seconds East for a distance of 62.32 feet to a point;
 North 26 degrees 20 minutes 04 seconds East for a distance of 74.11 feet to a point;
 North 34 degrees 48 minutes 32 seconds East for a distance of 64.79 feet to a point;
 North 41 degrees 28 minutes 24 seconds East for a distance of 70.19 feet to a point;

North 42 degrees 08 minutes 25 seconds East for a distance of 70.31 feet to a point located on the south right-of-way of Pine Drive (40' right-of-way);
 North 34 degrees 36 minutes 15 seconds East for a distance of 42.37 feet to a point located on the north right-of-way of Pine Drive;
 North 41 degrees 54 minutes 43 seconds East for a distance of 147.64 feet to a #4 rebar found;
 North 43 degrees 36 minutes 18 seconds East for a distance of 93.40 feet to a #5 rebar found;
 North 39 degrees 53 minutes 44 seconds East for a distance of 71.76 feet to a #4 rebar found;
 North 48 degrees 27 minutes 19 seconds East for a distance of 66.01 feet to a point;
 North 48 degrees 33 minutes 51 seconds East for a distance of 17.88 feet to a point;
 Along a curve to the right, said curve having a radius of 100.00 feet and an arc length of 60.58 and being subtended by a chord bearing of North 64 degrees 33 minutes 40 seconds East and a chord bearing of 59.66 feet to a point;
 North 82 degrees 03 minutes 46 seconds East for a distance of 45.04 feet to a point located on the westerly right-of-way of Grant Drive;
 Thence along said westerly right-of-way South 07 degrees 31 minutes 03 seconds East for a distance of 41.42 feet to a point, said point being the Point of Beginning.

Said tract contains 1.46 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

POPLAR DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the southeasterly right-of-way of Cherokee Street (a variable right-of-way) and the south right-of-way of Poplar Drive (40' right-of-way); Thence along the southeasterly right-of-way of Cherokee Street along a curve to the right, said curve having a radius of 1083.32 feet and an arc length of 40.04 feet and being subtended by a chord bearing of North 11 degrees 31 minutes 28 seconds East and a chord distance of 40.04 feet to a point located north right-of-way of Poplar Drive; Thence along the north right-of-way of Poplar Drive the following courses:

South 78 degrees 31 minutes 40 seconds East for a distance of 199.24 feet to a point;
 North 83 degrees 41 minutes 43 seconds East for a distance of 184.83 feet to a point located on the southeasterly right-of-way of Russell Drive (40' right-of-way);
 South 87 degrees 38 minutes 10 seconds East for a distance of 45.50 feet to a point located on the northwesterly right-of-way of Russell Drive;
 South 87 degrees 43 minutes 10 seconds East for a distance 155.05 feet to a point;
 South 87 degrees 18 minutes 32 seconds East for a distance of 247.66 feet to a point;
 South 86 degrees 59 minutes 24 seconds East for a distance of 5.46 feet to a point;
 South 87 degrees 09 minutes 23 seconds East for a distance of 196.53 feet to a point located on the southwesterly right-of-way of Grant Drive;

Thence leaving the north right-of-way of Poplar Drive and along the southwesterly right-of-way South 03 degrees 24 minutes 19 seconds East for a distance of 40.91 feet to a point located on the south right-of-way of Poplar Drive; Thence along the south right-of-way of Poplar Drive the following courses:

North 87 degrees 12 minutes 56 seconds West for a distance of 217.80 feet to a point;
 North 86 degrees 57 minutes 48 seconds West for a distance of 236.21 feet to a point;
 North 87 degrees 55 minutes 07 seconds West for a distance of 157.29 feet to a point;
 Thence South 85 degrees 21 minutes 13 seconds West for a distance of 7.25 feet to a point on the southeasterly right-of-way of Russell Drive;
 North 87 degrees 30 minutes 07 seconds West for a distance of 40.00 feet to a point on the northwesterly right-of-way of Russell Drive;
 South 84 degrees 52 minutes 02 seconds West for a distance of 189.30 feet to a point;
 North 78 degrees 56 minutes 47 seconds West for a distance of 196.21 feet to a point, said point being the Point of Beginning.

Said tract contains 0.95 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

ROCKSPRING DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at a ¾" open top pipe found at the intersection of the southeasterly right-of-way of Cherokee Street (a variable right-of-way) and the south right-of-way of Rockspring Drive (40' right-of-way); Thence along the southeasterly right-of-way of Cherokee Street North 02 degrees 09 minutes 00 seconds West for a distance of 39.98 feet to a point located north right-of-way of Rockspring Drive Thence along the north right-of-way of Rockspring Drive the following courses:

North 89 degrees 44 minutes 19 seconds East for a distance of 222.62 feet to a point;
 South 88 degrees 00 minutes 12 seconds East for a distance of 156.08 feet to a #5 rebar found on the northwesterly right-of-way of Russell Drive (40' right-of-way);
 South 89 degrees 36 minutes 31 seconds East for a distance of 38.93 feet to a point on the southeasterly right-of-way of Russell Drive;
 North 86 degrees 51 minutes 35 seconds East for a distance of 181.89 feet to a point;
 South 88 degrees 12 minutes 45 seconds East for a distance of 157.82 feet to a #4 rebar set;
 Thence leaving the north right-of-way of Rockspring drive South 45 degrees 28 minutes 47 seconds West for a distance of 44.04 feet to a #4 rebar set on the south right-of-way of Rockspring Drive;
 Thence along the south right-of-way of Rockspring Drive the following courses;
 South 88 degrees 09 minutes 35 seconds West for a distance of 304.00 feet to a point located on the southeasterly right-of-way of Russell Drive;

North 87 degrees 55 minutes 28 seconds West for a distance of 41.93 feet to a point located on the northwesterly right-of-way of Russell Drive;
 South 89 degrees 47 minutes 16 seconds West for a distance of 75.00 feet to a point;
 North 89 degrees 49 minutes 01 seconds West for a distance of 78.95 feet to a point;
 South 89 degrees 42 minutes 15 seconds West for a distance of 224.31 feet to a $\frac{3}{4}$ " open top pipe found, said point being the Point of Beginning.

Said tract contains 0.64 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

PINE DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the southeasterly right-of-way of Cherokee Street (a variable right-of-way) and the south right-of-way of Pine Drive (40' right-of-way); Thence along the southeasterly right-of-way of Cherokee Street North 43 degrees 25 minutes 18 seconds East a distance of 39.62 feet to a point located north right-of-way of Pine Drive;
 Thence along the north right-of-way of Pine Drive the following courses:
 South 54 degrees 51 minutes 54 seconds East for a distance of 198.63 feet to a point;
 South 62 degrees 30 minutes 53 seconds East for a distance of 182.70 feet to a point located on the northwesterly right-of-way of Russell Drive (40' right-of-way);
 Thence along the northwesterly right-of-way of Russell Drive (40' right-of-way) South 34 degrees 36 minutes 15 seconds West for a distance of 42.37 feet to a point;
 Thence leaving the northwesterly right-of-way of Russell Drive (40' right-of-way) and proceeding along the southwesterly right of way of Pine Drive (40' right-of-way) the following courses;
 North 61 degrees 50 minutes 49 seconds West for a distance of 190.03 feet to a point;
 North 54 degrees 18 minutes 06 seconds West for a distance of 197.23 feet to a point on the southeasterly right-of-way of Cherokee Street (a variable right-of-way), said point being the Point of Beginning.

Said tract contains 0.36 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

CITY OF KENNESAW PARK:

All that tract or parcel of land lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way of Grant Drive (40' right-of-way) and the southerly right-of-way of Poplar Drive (40' right-of-way); Thence along said southerly right-of-way 217.80 feet to a #4 rebar set, said point being the True Point of Beginning:

Thence South 02 degrees 42 minutes 33 seconds East for a distance of 99.79 feet to a #3 rebar found;

Thence South 02 degrees 19 minutes 06 seconds East for a distance of 100.10 feet to a #4 rebar set;

Thence South 46 degrees 32 minutes 16 seconds West for a distance of 91.55 feet to a #4 rebar set;

Thence North 80 degrees 46 minutes 28 seconds West for a distance of 169.00 feet to a #4 rebar set;

Thence North 01 degrees 42 minutes 02 seconds East for a distance of 47.20 feet to a #4 rebar set;

Thence North 88 degrees 52 minutes 51 seconds West for a distance of 23.63 feet to a #4 rebar set;

Thence North 03 degrees 03 minutes 38 seconds East for a distance of 200.19 feet to a #4 rebar set on the southerly right-of-way of Poplar Drive;

Thence along said southerly right-of-way South 87 degrees 05 minutes 44 seconds East for a distance of 236.34 feet to a #4 rebar set, said point being the Point of Beginning.

Said tract contains 1.39 acres.

TRACT 3:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the Southerly forty foot right of way of Dogwood Drive and the Easterly variable right of way of Cherokee Street;

Thence along the Easterly variable right of way of Cherokee Street along a curve to the right an arc distance of 159.56 feet, said arc having a radius of 2504.4 feet and being subtended by a chord of South 04 degrees 08 minutes 01 seconds West a chord distance of 159.54 feet to a point;

Thence continuing along said right of way South 09 degrees 40 minutes 54 seconds West a distance of 20.00 feet to a #4 rebar set, said #4 rebar set being the TRUE POINT OF BEGINNING;

Thence Leaving said right of way South 86 degrees 40 minutes 56 seconds East 297.03 feet to an iron pin found (1" open top pipe);

Thence South 04 degrees 24 minutes 27 seconds West 109.71 feet to an iron pin found (1/2" open top pipe);

Thence North 81 degrees 32 minutes 24 seconds West 305.42 feet to a #4 rebar set on the Easterly variable right of way of Cherokee Street;

Thence along the Easterly variable right of way of Cherokee Street North 09 degrees 43 minutes 47 seconds East 82.83 feet to a #4 rebar set, said #4 rebar set being the TRUE POINT OF BEGINNING;

Said tract or parcel being 0.66 Acres more or less.

Deed Book 15598 Page 2970
 Filed and Recorded 1/8/2019 3:00:00 PM
 2019-0002584
 Rebecca Keaton
 Clerk of Superior Court
 Cobb County, GA
 Participant IDs: 6405611605

Deed Book 15596 Page 504
 Filed and Recorded 12/27/2018 4:58:00 PM
 2018-0160334
 Rebecca Keaton
 Clerk of Superior Court
 Cobb County, GA
 Participant IDs: 6405611605

**This deed is being re-recorded to
 correct the legal description.**

After recording return to:
 Ruari J. O'Sullivan
 Berman Fink Vag Horn P.C.
 3475 Piedmont Road, NE, Suite 1100
 Atlanta, Georgia 30305

After recording return to:
 Calloway Title & Escrow, LLC
David W. Dudley 235099
 4170 Ashford Dunwoody Rd. Ste. 525
 Atlanta, Georgia 30319

QUITCLAIM DEED

THIS INDENTURE, made as of this 24th day of August, 2018, by **SALT KENNESAW PROPERTIES, LLC**, a Georgia limited liability company ("Grantor"), in favor of **EAST PARK JV, LLC**, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, and assigns where the context hereof requires or permits).

WITNESSETH:

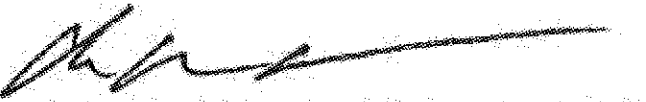
Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has bargained, sold, remised, conveyed and forever quitclaimed, and by these presents does hereby bargain, sell, remise, convey and forever quitclaim unto Grantee all of Grantor's right, title and interest in and to that tract or parcel of land lying and being in Cobb County, Georgia, and being more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, air and subsurface rights (including without limitation all oil, gas and mineral rights) with respect thereto or arising therefrom (the foregoing, collectively, the "Property").

TO HAVE AND TO HOLD the above-described Property to the only proper use, benefit, and behoof of Grantee forever.

(Signatures appear on following page)

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed under seal as of the day and year first above written.

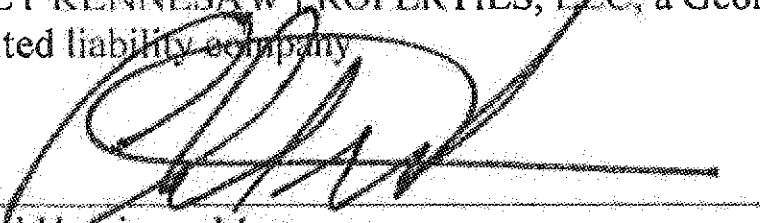
Signed, sealed and delivered in the presence of: **GRANTOR:**


Unofficial Witness


Notary Public

My Commission Expires: 12/21/2021

SALT KENNESAW PROPERTIES, LLC, a Georgia
limited liability company

By: 
Chad Howie, as Manager

[CORPORATE SEAL]

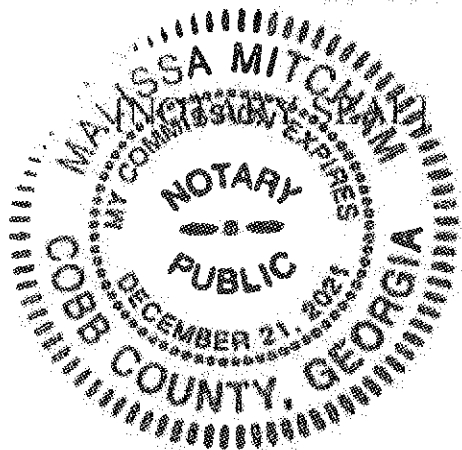


EXHIBIT "A"**TRACT 1:**

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia,
and being more particularly described as follows:

Beginning at the south west corner of Land Lot 99, said corner being the common corner of Land Lots 99, 100, 129 and 130;

Thence along the common line between Land lots 99 and 100 North 02 degrees 32 minutes 22 seconds East 134.73 feet to an iron pin found (1" crimp top pipe);

Thence continuing along said Land Lot Line North 02 degrees 40 minutes 00 seconds East 80.04 feet to an iron pin found (1/2" open top pipe);

Thence continuing along said Land Lot Line North 01 degrees 44 minutes 35 seconds East 79.70 feet to a #4 rebar found;

Thence continuing along said Land Lot Line North 02 degrees 43 minutes 46 seconds East 37.54 feet to a #4 rebar set;

Thence continuing along said Land Lot Line North 03 degrees 55 minutes 35 seconds East 196.77 feet to a #4 rebar found;

Thence continuing along said Land Lot Line North 03 degrees 24 minutes 33 seconds East 77.80 feet to a #4 rebar set;

Thence continuing along said Land Lot Line North 03 degrees 29 minutes 05 seconds East 116.75 feet to a #4 rebar set;

Thence continuing along said Land Lot Line North 03 degrees 29 minutes 05 seconds East 342.13 feet to an iron pin found (1" crimp top pipe) on the southerly fifty foot right of way of Smith Drive;

Thence continuing along said Land Lot Line North 03 degrees 19 minutes 22 seconds East 50.82 feet to an iron pin found (3/4" crimp top pipe) on the northerly fifty foot right of way of Smith Drive;

Thence continuing along said Land Lot Line North 03 degrees 25 minutes 59 seconds East 264.36 feet to an iron pin found (1" crimp top pipe);

Thence continuing along said Land Lot Line North 03 degrees 19 minutes 23 seconds East 171.96 feet to an iron pin found (1" open top pipe);

Thence continuing along said Land Lot Line North 03 degrees 20 minutes 21 seconds East 100.02 feet to an iron pin found (bolt);

Thence continuing along said Land Lot Line North 03 degrees 25 minutes 27 seconds East 118.44 feet to a #4 rebar set on the southerly forty foot right of way of Dobbins Drive;

Thence along said southerly right of way South 87 degrees 58 minutes 23 seconds East 50.20 feet to a point;

Thence continuing along said right of way South 84 degrees 11 minutes 58 seconds East 73.74 feet to a #4 rebar found;

Thence continuing along said right of way along a curve to the right an arc length of 168.31 feet, said curve having a radius of 635.51 feet, and being subtended by a chord of 167.81 feet, at South 77 degrees 19 minutes 05 seconds East to a point;

Thence continuing along said right of way South 67 degrees 39 minutes 37 seconds East 133.15 feet to a point;

Thence continuing along said right of way South 64 degrees 33 minutes 47 seconds East 27.75 feet to a point;

Thence continuing along said right of way South 67 degrees 08 minutes 45 seconds East 95.39 feet to a point at the intersection of the southerly forty foot right of way of Dobbins Drive with the westerly variable right of way of Cherokee Street;

Thence along the westerly variable right of way of Cherokee Street along a curve to the left an arc length of 178.31 feet, said curve having a radius of 1143.32 feet, and being subtended by a chord of 178.13 feet, at South 02 degrees 04 minutes 11 seconds West to a point;

Thence continuing along said right of way South 02 degrees 09 minutes 00 seconds East 218.74 feet to a point;

Thence continuing along said right of way South 01 degrees 51 minutes 04 seconds East 130.08 feet to a point;

Thence continuing along said right of way South 02 degrees 37 minutes 35 seconds East 35.42 feet to a point;

Thence continuing along said right of way South 01 degrees 50 minutes 19 seconds East 80.00 feet to a #4 rebar set;

Thence leaving said right of way South 89 degrees 06 minutes 21 seconds West 203.59 feet to an iron pin found (1" open top);

Thence South 03 degrees 24 minutes 50 seconds East 60.68 feet to an iron pin found (1/2" open top);

Thence South 03 degrees 37 minutes 38 seconds East 38.93 feet to an iron pin found (1/2" open top);

Thence North 89 degrees 13 minutes 01 seconds East 200.00 feet to a #4 rebar set on the Westerly variable right of way of Cherokee Street;

Thence along said right of way South 01 degrees 49 minutes 42 seconds East 100.00 feet to a #4 rebar found;

Thence leaving said right of way South 89 degrees 20 minutes 58 seconds West 196.51 feet to iron pin found (1" rod disturbed);

Thence South 00 degrees 45 minutes 56 seconds East 68.85 feet to a #4 rebar set;

Thence North 77 degrees 36 minutes 49 seconds West 28.20 feet to a #4 rebar found;

Thence South 23 degrees 02 minutes 14 seconds West 68.48 feet to a #4 rebar found;

Thence South 69 degrees 05 minutes 15 seconds East 263.64 feet to a #4 rebar set on the Westerly variable right of way of Cherokee Street;

Thence along said right of way along a curve to the right an arc length of 409.70 feet, said curve having a radius of 1132.00 feet, and being subtended by a chord of 407.47 feet, at South 15 degrees 39 minutes 20 seconds West to a point;

Thence continuing along said right of way with a compound curve to the right an arc length of 139.49 feet, said curve having a radius of 1132.00 feet, and being subtended by a chord of 139.40 feet, at South 32 degrees 25 minutes 26 seconds West to a point;

Thence continuing along said right of way South 35 degrees 05 minutes 15 seconds West 90.52 feet to a #4 rebar found on the common Land Lot Line between Land Lots 99 and 130;

Thence leaving said right of way and proceeding along said Land Lot Line North 86 degrees 20 minutes 41 seconds West 401.19 feet to iron pin found (1/2" open top) at the south west corner of Land Lot 99, said corner being the common corner of Land Lots 99, 100, 129 and 130 and also being the POINT OF BEGINNING;

Said tract or parcel being 20.81 Acres more or less.

LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Fred Milani to Kent C. Mondich and Karen K. Mondich, dated December 30, 1992, filed for record January 25, 1993 at 8:36 a.m., recorded in Deed Book 7113, Page 438, Records of Cobb County, Georgia.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Steve McGuire to Grin, Inc., dated June 21, 2013, filed for record July 9, 2013 at 11:35 a.m., recorded in Deed Book 15077, Page 4434, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Limited Warranty Deed from Bobbie M. Duke, individually and Bobbie M. Duke, as Administrator of the Estate of Betty H. McPherson, deceased to Xiue Sun, dated February 19, 2016, filed for record February 29, 2016 at 3:02 p.m., recorded in Deed Book 15316, Page 2491, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Limited Warranty Deed from James K. Haga to Lubomir Tarnovsky, dated October 28, 2014, filed for record November 3, 2014 at 11:27 a.m., recorded in Deed Book 15196, Page 1153, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Patricia A. Brown to Michael L. Brown, dated January 2, 1992, filed for record January 15, 1992 at 3:32 p.m., recorded in Deed Book 6428, Page 317, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Xuepeng Liu and Ning Zhang to Orchard Realty K1, LLC, dated February 20, 2016, filed for record March 18, 2016 at 10:49 a.m., recorded in Deed Book 15320, Page 3525, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Limited Warranty Deed from Century Bank of Georgia to Wilderson, LLC, dated December 22, 2014, filed for record December 31, 2014 at 2:44 p.m., recorded in Deed Book 15209, Page 3170, aforesaid Records.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

SMITH DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at a point located at the intersection of the northwesterly right-of-way of Cherokee Street (a variable right-of-way) and the northeasterly right-of-way of Smith Drive (40' right-of-way); Thence along the northwesterly right-of-way of Cherokee Street South 02 degrees 37 minutes 35 seconds East for a distance of 35.42 feet to a point located at the intersection of the

northwesterly right-of-way of Cherokee Street and the southwesterly right-of-way of Smith Drive; Thence along the southwesterly right-of-way of Smith Drive the following courses:
 North 75 degrees 03 minutes 28 seconds West for a distance of 217.00 feet to a 1" rod found;
 South 86 degrees 07 minutes 09 seconds West for a distance of 129.96 feet to a 1" rod found;
 South 79 degrees 20 minutes 49 seconds West for a distance of 237.37 feet to a 1" crimp top pipe found;

Thence crossing the right-of-way of Smith Drive North 03 degrees 19 minutes 22 seconds East for a distance of 50.82 feet to a ¾" Crimp Top Pipe located on the northeasterly right-of-way of Smith Drive; Thence along said northeasterly right-of-way the following courses:

North 79 degrees 25 minutes 27 seconds East for a distance of 80.04 feet to a #4 rebar found;
 North 83 degrees 27 minutes 52 seconds East for a distance of 79.93 feet to a point;
 North 86 degrees 36 minutes 37 seconds East for a distance of 93.93 feet to a #3 rebar found;
 North 79 degrees 26 minutes 07 seconds East for a distance of 33.34 feet to a point;
 South 88 degrees 41 minutes 07 seconds East for a distance of 116.50 feet to a 1 ½" open top pipe found;

Thence South 72 degrees 53 minutes 03 seconds East for a distance of 174.67 feet to a point located at the intersection of Smith Drive and Cherokee Street, said point being the Point of Beginning.

Said tract contains 0.53 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

GRAVEL DRIVE:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

To ascertain the Point of Beginning; commence at a point located at the intersection of the northwesterly right-of-way of Cherokee Street (a variable right-of-way) and the southwesterly right-of-way of Dobbins Drive (40' right-of-way);

Thence along the southwesterly right-of-way of Dobbins Drive North 67 degrees 08 minutes 45 seconds West for a distance of 95.39 feet to a point, said point being the Point of Beginning:

Thence leaving the southwesterly right-of-way of Dobbins Drive South 13 degrees 00 minutes 39 seconds West for a distance of 145.48 feet to a #4 rebar found;

Thence South 20 degrees 24 minutes 27 seconds West for a distance of 101.62 feet to a point;

Thence South 24 degrees 32 minutes 41 seconds West for a distance of 93.40 feet to a point;

Thence South 23 degrees 44 minutes 45 seconds West for a distance of 205.00 feet to a point located on the northeasterly right-of-way of Smith Drive (40' right-of-way);

Thence along said northeasterly right-of-way South 79 degrees 26 minutes 07 seconds West for a distance of 33.34 feet to a point;

Thence leaving the northeasterly right-of-way Smith Drive North 23 degrees 44 minutes 55 seconds East for a distance of 214.00 feet to a point;

Thence North 23 degrees 09 minutes 02 seconds East for a distance of 100.47 feet to a point;
 Thence North 21 degrees 01 minutes 02 seconds East for a distance of 101.57 feet to a point;
 Thence North 13 degrees 39 minutes 54 seconds East for a distance of 148.76 feet to a point located on the southwesterly right-of-way of Dobbins Drive (40' right-of-way);
 Thence along said southwesterly right-of-way South 64 degrees 33 minutes 47 seconds East for a distance of 27.75 feet to a point, said point being the Point of Beginning.

Said tract contains 0.36 acres.

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia,
 and being more particularly described as follows:

Beginning at a #4 rebar found at the intersection of the Southerly variable right of way of McCollum Parkway (A.K.A. Chalker Road) and the Easterly variable right of way of Cherokee Street;

Thence along the Southerly variable right of way of McCollum Parkway (A.K.A. Chalker Road) North 88 degrees 59 minutes 44 seconds East 175.11 feet to a #4 rebar found;

Thence continuing along said right of way North 86 degrees 47 minutes 26 seconds East 215.94 feet to a point;

Thence continuing along said right of way South 86 degrees 58 minutes 04 seconds East 40.19 feet to a point;

Thence continuing along said right of way South 86 degrees 58 minutes 04 seconds East 120.94 feet to a #4 rebar found;

Thence continuing along said right of way South 86 degrees 06 minutes 06 seconds East 208.00 feet to an iron pin found (1 1/2" iron rod);

Thence leaving said right of way South 01 degrees 20 minutes 19 seconds West 226.26 feet to an iron pin found (1" open top pipe);

Thence South 00 degrees 14 minutes 02 seconds West 100.14 feet to a an iron pin found (1" open top pipe);

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to an iron pin found (1" open top pipe);

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 43 minutes 23 seconds West 199.37 feet to an iron pin found (1/2" open top pipe);

Thence South 00 degrees 37 minutes 53 seconds West 193.48 feet to an iron pin found (1" open top pipe);

Thence South 00 degrees 50 minutes 07 seconds West 93.90 feet to a #4 rebar found;

Thence North 87 degrees 52 minutes 33 seconds West 207.91 feet to a #4 rebar set on the Easterly forth foot right of way of Grant Drive;

Thence North 87 degrees 52 minutes 35 seconds West 40.25 feet to a #4 rebar set on the Westerly forth foot right of way of Grant Drive;

Thence along said Westerly right of way South 02 degrees 46 minutes 07 seconds East 270.16 feet to an iron pin found (1/2" open top pipe);

Thence leaving said right of way North 68 degrees 26 minutes 21 seconds West 130.26 feet to a point on a sanitary sewer manhole;

Thence North 40 degrees 43 minutes 14 seconds West 136.69 feet to a #4 rebar found;

Thence North 15 degrees 00 minutes 29 seconds West 67.83 feet to a #4 rebar set;

Thence South 46 degrees 32 minutes 16 seconds West 91.55 feet to a #4 rebar set;

Thence South 08 degrees 16 minutes 09 seconds West 119.15 feet to a #4 rebar set on the Easterly forty foot right of way of Branch Drive

Thence South 45 degrees 28 minutes 47 seconds West 44.04 feet to #4 rebar set on the Westerly forty foot right of way Branch Drive;

Thence along said Westerly right of way South 01 degrees 51 minutes 35 seconds West 200.00 feet to an iron pin found (3/4" crimp top pipe);

Thence leaving said right of way South 88 degrees 09 minutes 35 seconds West 304.51 feet to a #4 rebar set on the Easterly forty foot right of way of Russell Drive;

Thence South 88 degrees 58 minutes 59 seconds West 40.44 feet to an iron pin found (1 1/2" open top pipe) on the Westerly forty foot right of way of Russell Drive;

Thence along said Westerly right of way South 01 degrees 38 minutes 42 seconds West 136.01 feet to an iron pin found (1" square rod);

Thence Continuing along said right of way South 01 degrees 27 minutes 15 seconds West 203.99 feet to a #4 rebar set at the intersection of said right of way with the Northerly forty foot right of way of Dogwood drive;

Thence along the Northerly forty foot right of way of Dogwood drive North 86 degrees 31 minutes 13 seconds West 69.41 feet to a fence post found;

Thence continuing along said right of way North 89 degrees 16 minutes 47 seconds West 79.78 feet to a iron pin found (axle);

Thence continuing along said right of way North 89 degrees 08 minutes 10 seconds West 199.37 feet to a iron pin found (angle iron) at the intersection of said right of way with the Easterly variable right of way of Cherokee Street;

Thence along the Easterly variable right of way of Cherokee Street North 00 degrees 58 minutes 17 seconds West 170.00 feet to a #4 rebar set;

Thence leaving said right of way South 89 degrees 10 minutes 25 seconds East 200.00 feet to a #4 rebar set;

Thence North 02 degrees 29 minutes 38 seconds West 28.19 feet to a #4 rebar found disturbed;

Thence North 02 degrees 00 minutes 40 seconds West 50.42 feet to a #4 rebar found;

Thence North 02 degrees 00 minutes 07 seconds West 100.00 feet to a #4 rebar set;

Thence North 88 degrees 44 minutes 55 seconds West 200.00 feet to an iron pin found (1" open top pipe) on the Easterly variable right of way of Cherokee Street;

Thence along said right of way North 01 degrees 51 minutes 05 seconds West 182.77 feet to an iron pin found (3/4" open top pipe);

Thence continuing along said right of way North 02 degrees 09 minutes 00 seconds West 219.00 feet to a point;

Thence continuing along said right of way along a curve to the right an arc length of 812.79 feet, said curve having a radius of 1083.32 feet, and being subtended by a chord of 793.86 feet, at North 19 degrees 05 minutes 44 seconds East to a #4 rebar found;

Thence continuing along said right of way North 43 degrees 25 minutes 18 seconds East 39.62 feet to a #4 rebar found;

Thence continuing along said right of way North 41 degrees 36 minutes 43 seconds East 420.15 feet to a #4 rebar found at the intersection of the Southerly variable right of way of McCollum Parkway

(A.K.A. Chalker Road) and the Easterly variable right of way of Cherokee Street, said #4 rebar found being the POINT OF BEGINNING;

Said tract or parcel being 38.09 Acres more or less.

LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Charles V. McPherson to William M. Ewing, dated March 22, 1999, filed for record April 27, 1999 at 5:00 p.m., recorded in Deed Book 12437, Page 352, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Ted Gregory Adcock to Hector A. Romero and Vilma G. Romero, as joint tenants with survivorship and not as tenants in common, dated June 10, 2005, filed for record June 14, 2005 at 4:23 p.m., recorded in Deed Book 14169, Page 1454, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Quit-Claim Deed from Charlotte E. Burns, f/k/a Charlotte E. Bowman to Charlotte E. Burns, dated June 15, 1995, filed for record June 15, 2000 at 2:52 p.m., recorded in Deed Book 13270, Page 1825, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Carolyn A. Ballard aka Carolyn Anne Ballard to D&D United, LLC, dated December 18, 2015, filed for record December 23, 2015 at 11:11 a.m., recorded in Deed Book 15301, Page 5283, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain QuitClaim Deed from Maxine Hillhouse Brown to Wanda Lanning and Terry Lanning, dated April 13, 2011, filed for record April 26, 2011 at 12:13 p.m., recorded in Deed Book 14849, Page 3264, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Quit-Claim Deed from J. T Wood to Stan Scarboro and Susan Scarboro, as joint tenants with right of survivorship and not as tenants in common, dated December 14, 2010, filed for record December 14, 2010 at 2:58 p.m., recorded in Deed Book 14820, Page 5108, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Peggy Jo Massey, as Trustee of the Peggy Jo Massey Living Trust dated September 24, 2007 to Peggy Jo Massey, dated March 6, 2012, filed for record March 9, 2012 at 12:15 p.m., recorded in Deed Book 14926, Page 1794, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Karen M. Weeks to Tony Schikalanov dated December 30, 1983, filed for record January 11, 1984, recorded in Deed Book 2991, Page 455, aforesaid Records; and FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Warranty Deed from Karen W. Weeks to Tony Schikalanov dated December 11, 1978, filed for record December 18, 1978, recorded in Deed Book 1955, Page 600, aforesaid Records.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Quit Claim Deed by Julia Frances (Anderson) Nelson to Mountain Management Systems dated July 6, 2002, filed for record August 15, 2002 at 4:02 p.m., recorded in Deed Book 13576, Page 5556, aforesaid Records.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

That portion of the property lying between Lot 14 (A.K.A. 1810-4 Rock Springs Drive) and Lot 15 (A.K.A. 1810 Rock Springs Drive) labeled as "Entrance" and recorded in Plat Book 16, Page 196, aforesaid records.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

GRANT DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the southwesterly right-of-way of McCollum Parkway a.k.a. Chalker Road (a variable right-of-way) and the easterly right-of-way of Grant Drive (40' right-of-way); Thence along said easterly right-of-way the following courses:

South 07 degrees 01 minutes 35 seconds East for a distance of 211.18 feet to a point;
 South 07 degrees 39 minutes 12 seconds East for a distance of 98.57 feet to a point;
 South 03 degrees 52 minutes 47 seconds East for a distance of 125.00 feet to a point;
 South 05 degrees 43 minutes 16 seconds East for a distance of 100.86 feet to a point;
 South 05 degrees 34 minutes 15 seconds East for a distance of 99.85 feet to a point;
 South 06 degrees 26 minutes 37 seconds East for a distance of 100.00 feet to a point;
 South 07 degrees 28 minutes 37 seconds East for a distance of 100.00 feet to a point;
 South 04 degrees 38 minutes 30 seconds East for a distance of 110.69 feet to a point;
 South 02 degrees 37 minutes 46 seconds East for a distance of 111.94 feet to a #4 rebar set;
 Thence leaving the easterly right-of-way of Grant Drive North 87 degrees 52 minutes 35 seconds West for a distance of 40.25 feet to a #4 rebar set on the westerly right-of-way of Grant Drive;

Thence along said westerly right-of-way the following courses:

North 02 degrees 46 minutes 07 seconds West for a distance of 36.39 feet to a #4 rebar found;
 North 02 degrees 27 minutes 58 seconds West for a distance of 100.00 feet to a point located on the south right-of-way of Poplar Drive (40' right-of-way);
 North 03 degrees 24 minutes 19 seconds West for a distance of 40.91 feet to a point located on the north right-of-way of Poplar Drive;
 North 07 degrees 28 minutes 37 seconds West for a distance of 102.60 feet to a point;
 North 07 degrees 28 minutes 00 seconds West for a distance of 36.81 feet to a point;
 North 06 degrees 26 minutes 37 seconds West for a distance of 62.74 feet to a point;
 North 06 degrees 26 minutes 11 seconds West for a distance of 37.87 feet to a point;
 North 05 degrees 34 minutes 15 seconds West for a distance of 99.74 feet to a point;
 North 05 degrees 43 minutes 16 seconds West for a distance of 65.64 feet to a point;
 North 05 degrees 41 minutes 20 seconds West for a distance of 36.51 feet to a point;

North 03 degrees 52 minutes 47 seconds West for a distance of 68.65 feet to a point;
 North 05 degrees 55 minutes 25 seconds West for a distance of 119.99 feet to a point located on the southeasterly right-of-way of Russell Drive (40' right-of-way);
 North 07 degrees 31 minutes 03 seconds West for a distance of 41.42 feet to a point located on the northwesterly right-of-way of Russell Drive;
 North 06 degrees 54 minutes 36 seconds West for a distance of 209.45 feet to a point located on the southwesterly right-of-way of McCollum Parkway a.k.a. Chalker Road;
 Thence along said southwesterly right-of-way South 86 degrees 58 minutes 04 seconds East for a distance of 40.19 feet to a point, said point being the Point of Beginning.

Said tract contains 0.97 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

RUSSELL DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the westerly right-of-way of Grant Drive (40' right-of-way) and the southeasterly right-of-way of Russell Drive; Thence along said southeasterly right-of-way the following courses:

South 83 degrees 36 minutes 02 seconds West for a distance of 44.90 feet to a point;
 South 62 degrees 27 minutes 02 seconds West for a distance of 57.50 feet to a point;
 South 41 degrees 21 minutes 02 seconds West for a distance of 112.71 feet to a steel rod found;
 South 41 degrees 28 minutes 32 seconds West for a distance of 40.01 feet to a point;
 South 43 degrees 07 minutes 23 seconds West for a distance of 5.64 feet to a point;
 South 42 degrees 34 minutes 48 seconds West for a distance of 124.10 feet to a #4 rebar found;
 South 41 degrees 02 minutes 39 seconds West for a distance of 229.78 feet to a point;
 South 38 degrees 04 minutes 11 seconds West for a distance of 11.52 feet to a 1" open top pipe found;
 Along a curve to the left, said curve having a radius of 430.00 feet and an arc length of 133.53 feet and being subtended by a chord bearing of South 33 degrees 01 minutes 38 seconds West and a chord distance of 133.00 feet to a 1 ½" open top pipe found;
 South 20 degrees 32 minutes 02 seconds West for a distance of 53.95 feet to a point;
 South 16 degrees 56 minutes 13 seconds West for a distance of 13.62 feet to a point located on the north right-of-way of Poplar Drive (40' right-of-way);
 South 05 degrees 54 minutes 47 seconds West for a distance of 40.08 feet to a ¾ " crimp top pipe found on the south right-of-way of Poplar Drive;
 South 85 degrees 21 minutes 13 seconds West for a distance of 7.25 feet to a point;
 South 02 degrees 29 minutes 53 minutes West for a distance of 93.14 feet to a point;
 South 02 degrees 40 minutes 29 seconds West for a distance of 115.01 feet to a point;

South 01 degrees 18 minutes 38 seconds West for a distance of 195.38 feet to a point located on the north right-of-way of Rockspring Drive (40' right-of-way);
 South 06 degrees 36 minutes 28 seconds East for a distance of 35.84 feet to a point located on the south right-of-way of Rockspring Drive;
 South 02 degrees 00 minutes 18 seconds West for a distance of 200.03 feet to a point;
 Thence leaving the southeasterly right-of-way of Russell Drive South 88 degrees 58 minutes 59 seconds West for a distance of 40.44 feet to a 1 ½" open top pipe found on the northwesterly right-of-way Russell Drive; Thence along said northwesterly right-of-way the following courses:
 North 01 degrees 33 minutes 57 seconds East for a distance of 202.22 feet to a point located on the south right-of-way of Rockspring Drive;
 North 01 degrees 55 minutes 07 seconds West for a distance of 34.37 feet to a #5 rebar found on the north right-of-way of Rockspring Drive;
 North 01 degrees 35 minutes 46 seconds East for a distance of 103.05 feet to a point;
 North 01 degrees 35 minutes 35 seconds East for a distance of 200.45 feet to a point;
 North 02 degrees 29 minutes 53 seconds East for a distance of 101.46 feet to a point located on the south right-of-way of Poplar Drive;
 North 08 degrees 12 minutes 54 seconds East for a distance of 41.01 feet to a point located on the north right-of-way of Poplar Drive;
 North 18 degrees 34 minutes 53 seconds East for a distance of 62.32 feet to a point;
 North 26 degrees 20 minutes 04 seconds East for a distance of 74.11 feet to a point;
 North 34 degrees 48 minutes 32 seconds East for a distance of 64.79 feet to a point;
 North 41 degrees 28 minutes 24 seconds East for a distance of 70.19 feet to a point;
 North 42 degrees 08 minutes 25 seconds East for a distance of 70.31 feet to a point located on the south right-of-way of Pine Drive (40' right-of-way);
 North 34 degrees 36 minutes 15 seconds East for a distance of 42.37 feet to a point located on the north right-of-way of Pine Drive;
 North 41 degrees 54 minutes 43 seconds East for a distance of 147.64 feet to a #4 rebar found;
 North 43 degrees 36 minutes 18 seconds East for a distance of 93.40 feet to a #5 rebar found;
 North 39 degrees 53 minutes 44 seconds East for a distance of 71.76 feet to a #4 rebar found;
 North 48 degrees 27 minutes 19 seconds East for a distance of 66.01 feet to a point;
 North 48 degrees 33 minutes 51 seconds East for a distance of 17.88 feet to a point;
 Along a curve to the right, said curve having a radius of 100.00 feet and an arc length of 60.58 and being subtended by a chord bearing of North 64 degrees 33 minutes 40 seconds East and a chord bearing of 59.66 feet to a point;
 North 82 degrees 03 minutes 46 seconds East for a distance of 45.04 feet to a point located on the westerly right-of-way of Grant Drive;
 Thence along said westerly right-of-way South 07 degrees 31 minutes 03 seconds East for a distance of 41.42 feet to a point, said point being the Point of Beginning.

Said tract contains 1.46 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

POPLAR DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the southeasterly right-of-way of Cherokee Street (a variable right-of-way) and the south right-of-way of Poplar Drive (40' right-of-way); Thence along the southeasterly right-of-way of Cherokee Street along a curve to the right, said curve having a radius of 1083.32 feet and an arc length of 40.04 feet and being subtended by a chord bearing of North 11 degrees 31 minutes 28 seconds East and a chord distance of 40.04 feet to a point located north right-of-way of Poplar Drive; Thence along the north right-of-way of Poplar Drive the following courses:

South 78 degrees 31 minutes 40 seconds East for a distance of 199.24 feet to a point;

North 83 degrees 41 minutes 43 seconds East for a distance of 184.83 feet to a point located on the southeasterly right-of-way of Russell Drive (40' right-of-way);

South 87 degrees 38 minutes 10 seconds East for a distance of 45.50 feet to a point located on the northwesterly right-of-way of Russell Drive;

South 87 degrees 43 minutes 10 seconds East for a distance 155.05 feet to a point;

South 87 degrees 18 minutes 32 seconds East for a distance of 247.66 feet to a point;

South 86 degrees 59 minutes 24 seconds East for a distance of 5.46 feet to a point;

South 87 degrees 09 minutes 23 seconds East for a distance of 196.53 feet to a point located on the southwesterly right-of-way of Grant Drive;

Thence leaving the north right-of-way of Poplar Drive and along the southwesterly right-of-way South 03 degrees 24 minutes 19 seconds East for a distance of 40.91 feet to a point located on the south right-of-way of Poplar Drive; Thence along the south right-of-way of Poplar Drive the following courses:

North 87 degrees 12 minutes 56 seconds West for a distance of 217.80 feet to a point;

North 86 degrees 57 minutes 48 seconds West for a distance of 236.21 feet to a point;

North 87 degrees 55 minutes 07 seconds West for a distance of 157.29 feet to a point;

Thence South 85 degrees 21 minutes 13 seconds West for a distance of 7.25 feet to a point on the southeasterly right-of-way of Russell Drive;

North 87 degrees 30 minutes 07 seconds West for a distance of 40.00 feet to a point on the northwesterly right-of-way of Russell Drive;

South 84 degrees 52 minutes 02 seconds West for a distance of 189.30 feet to a point;

North 78 degrees 56 minutes 47 seconds West for a distance of 196.21 feet to a point, said point being the Point of Beginning.

Said tract contains 0.95 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

ROCKSPRING DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at a $\frac{3}{4}$ " open top pipe found at the intersection of the southeasterly right-of-way of Cherokee Street (a variable right-of-way) and the south right-of-way of Rockspring Drive (40' right-of-way); Thence along the southeasterly right-of-way of Cherokee Street North 02 degrees 09 minutes 00 seconds West for a distance of 39.98 feet to a point located north right-of-way of Rockspring Drive Thence along the north right-of-way of Rockspring Drive the following courses:

North 89 degrees 44 minutes 19 seconds East for a distance of 222.62 feet to a point;

South 88 degrees 00 minutes 12 seconds East for a distance of 156.08 feet to a #5 rebar found on the northwesterly right-of-way of Russell Drive (40' right-of-way);

South 89 degrees 36 minutes 31 seconds East for a distance of 38.93 feet to a point on the southeasterly right-of-way of Russell Drive;

North 86 degrees 51 minutes 35 seconds East for a distance of 181.89 feet to a point;

South 88 degrees 12 minutes 45 seconds East for a distance of 157.82 feet to a #4 rebar set;

Thence leaving the north right-of-way of Rockspring drive South 45 degrees 28 minutes 47 seconds West for a distance of 44.04 feet to a #4 rebar set on the south right-of-way of Rockspring Drive;

Thence along the south right-of-way of Rockspring Drive the following courses;

South 88 degrees 09 minutes 35 seconds West for a distance of 304.00 feet to a point located on the southeasterly right-of-way of Russell Drive;

North 87 degrees 55 minutes 28 seconds West for a distance of 41.93 feet to a point located on the northwesterly right-of-way of Russell Drive;

South 89 degrees 47 minutes 16 seconds West for a distance of 75.00 feet to a point;

North 89 degrees 49 minutes 01 seconds West for a distance of 78.95 feet to a point;

South 89 degrees 42 minutes 15 seconds West for a distance of 224.31 feet to a $\frac{3}{4}$ " open top pipe found, said point being the Point of Beginning.

Said tract contains 0.64 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

PINE DRIVE RIGHT-OF-WAY:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the southeasterly right-of-way of Cherokee Street (a variable right-of-way) and the south right-of-way of Pine Drive (40' right-of-way); Thence along the southeasterly right-of-way of Cherokee Street North 43 degrees 25 minutes 18 seconds East a distance of 39.62 feet to a point located north right-of-way of Pine Drive;

Thence along the north right-of-way of Pine Drive the following courses:

South 54 degrees 51 minutes 54 seconds East for a distance of 198.63 feet to a point;

South 62 degrees 30 minutes 53 seconds East for a distance of 182.70 feet to a point located on the northwesterly right-of-way of Russell Drive (40' right-of-way);

Thence along the northwesterly right-of-way of Russell Drive (40' right-of-way) South 34 degrees 36 minutes 15 seconds West for a distance of 42.37 feet to a point;
 Thence leaving the northwesterly right-of-way of Russell Drive (40' right-of-way) and proceeding along the southwesterly right of way of Pine Drive (40' right-of-way) the following courses;
 North 61 degrees 50 minutes 49 seconds West for a distance of 190.03 feet to a point;
 North 54 degrees 18 minutes 06 seconds West for a distance of 197.23 feet to a point on the southeasterly right-of-way of Cherokee Street (a variable right-of-way), said point being the Point of Beginning.

Said tract contains 0.36 acres.

FURTHER LESS AND EXCEPT FROM THE ABOVE DESCRIBED PROPERTY THE FOLLOWING PARCEL OF LAND:

CITY OF KENNESAW PARK:

All that tract or parcel of land lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way of Grant Drive (40' right-of-way) and the southerly right-of-way of Poplar Drive (40' right-of-way); Thence along said southerly right-of-way 217.80 feet to a #4 rebar set, said point being the True Point of Beginning:

Thence South 02 degrees 42 minutes 33 seconds East for a distance of 99.79 feet to a #3 rebar found;

Thence South 02 degrees 19 minutes 06 seconds East for a distance of 100.10 feet to a #4 rebar set;

Thence South 46 degrees 32 minutes 16 seconds West for a distance of 91.55 feet to a #4 rebar set;

Thence North 80 degrees 46 minutes 28 seconds West for a distance of 169.00 feet to a #4 rebar set;

Thence North 01 degrees 42 minutes 02 seconds East for a distance of 47.20 feet to a #4 rebar set;

Thence North 88 degrees 52 minutes 51 seconds West for a distance of 23.63 feet to a #4 rebar set;

Thence North 03 degrees 03 minutes 38 seconds East for a distance of 200.19 feet to a #4 rebar set on the southerly right-of-way of Poplar Drive;

Thence along said southerly right-of-way South 87 degrees 05 minutes 44 seconds East for a distance of 236.34 feet to a #4 rebar set, said point being the Point of Beginning.

Said tract contains 1.39 acres.

TRACT 3:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia,
and being more particularly described as follows:

Commencing at the intersection of the Southerly forty foot right of way of Dogwood Drive and the Easterly variable right of way of Cherokee Street;

Thence along the Easterly variable right of way of Cherokee Street along a curve to the right an arc distance of 159.56 feet, said arc having a radius of 2504.4 feet and being subtended by a chord of South 04 degrees 08 minutes 01 seconds West a chord distance of 159.54 feet to a point;

Thence continuing along said right of way South 09 degrees 40 minutes 54 seconds West a distance of 20.00 feet to a #4 rebar set, said #4 rebar set being the TRUE POINT OF BEGINNING;

Thence Leaving said right of way South 86 degrees 40 minutes 56 seconds East 297.03 feet to an iron pin found (1" open top pipe);

Thence South 04 degrees 24 minutes 27 seconds West 109.71 feet to an iron pin found (1/2" open top pipe);

Thence North 81 degrees 32 minutes 24 seconds West 305.42 feet to a #4 rebar set on the Easterly variable right of way of Cherokee Street;

Thence along the Easterly variable right of way of Cherokee Street North 09 degrees 43 minutes 47 seconds East 82.83 feet to a #4 rebar set, said #4 rebar set being the TRUE POINT OF BEGINNING;

Said tract or parcel being 0.66 Acres more or less.

After recording return to:
Lawrence C. Kasmen, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 31st day of December, 2019, by EAST PARK JV, LLC, a Georgia limited liability company ("Grantor"), in favor of VCP KENNESAW, LLC a Georgia limited liability company, as to an undivided 83.541% interest, VCP KENNESAW II, LLC, a Georgia limited liability company, as to an undivided 11.695% interest, VCP KENNESAW ASR, LLC, a Georgia limited liability company, as to an undivided 0.988% interest, VCP KENNESAW 133, LLC, a Georgia limited liability company, as to an undivided 1.988% interest, and VCP KENNESAW CAR, LLC, a Georgia limited liability company, as to an undivided 1.788% interest, as tenants in common (collectively, "Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, heirs and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in Cobb County, State of Georgia, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, and air and subsurface rights (including without limitation all oil, gas and mineral rights), with respect thereto or arising therefrom (all of the foregoing, collectively, the "Property").

TO HAVE AND TO HOLD the Property to the proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

AND, GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

(Signatures appear on following page)

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

EAST PARK JV, LLC, a Georgia limited liability
company

Jeyam Swam
Unofficial Witness

By: *[Signature]* (SEAL)
Chad Howie, as Authorized Representative

Wanda A. Steele
Notary Public

My Commission Expires: *Apr 11, 2021*

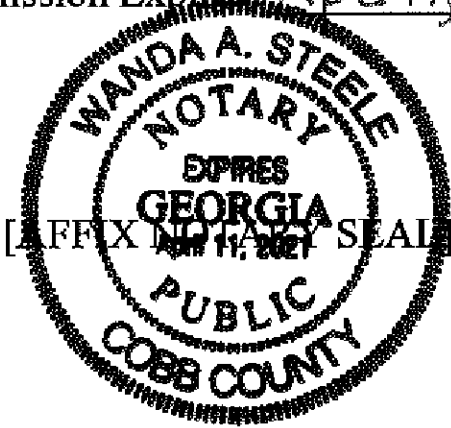


Exhibit ALegal Description for Eastpark Village – Multi Family Parcel

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

COMMENCING at a #4 rebar set at the intersection of the southerly right of way of McCollum Parkway (variable right of way) and easterly right of way of Grant Drive (40' right of way);

THENCE following along the easterly right of way of Grant Drive (40' right of way) South 07 degrees 05 minutes 11 seconds 209.53 feet to a 1/2 inch open top found on the easterly right of way of Grant Drive (40' right of way);
said point being the POINT OF BEGINNING;

THENCE leaving the easterly right of way of Grant Drive (40' right of way);
South 82 degrees 18 minutes 07 seconds East 114.49 feet to a #4 rebar found;

THENCE South 82 degrees 39 minutes 54 seconds East 182.88 feet to a one-inch open top found at the property line of Kennesaw Station Unit I (P.B. 95, Page 86);

THENCE following along the property line of Kennesaw Station Unit I (P.B. 95, Page 86);
South 00 degrees 14 minutes 02 seconds West 100.14 feet to a one-inch open top found at the property line of Kennesaw Station Unit I (P.B. 95, Page 86);

THENCE following along the property line of Kennesaw Station Unit I (P.B. 95, Page 86);
South 01 degrees 01 minutes 09 seconds West 126.22 feet to a one-inch open top found at the property line of Kennesaw Station Unit I (P.B. 95, Page 86);

THENCE following along the property line of Kennesaw Station Unit I (P.B. 95, Page 86);
South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found at the property line of Kennesaw Station Unit I (P.B. 95, Page 86);

THENCE following along the property line of Kennesaw Station Unit I (P.B. 95, Page 86);
South 00 degrees 48 minutes 55 seconds West 96.04 feet to a #4 rebar found 0.1 feet West of the property line of Kennesaw Station Unit II (P.B. 99, Page 28);

THENCE following along the property line of Kennesaw Station Unit II (P.B. 99, Page 28);
South 00 degrees 38 minutes 15 seconds West 103.34 feet to a 1/2 inch open top found on the property line of Kennesaw Station Unit II (P.B. 99, Page 28);

THENCE following along the property line of Kennesaw Station Unit II (P.B. 99, Page 28);
South 00 degrees 37 minutes 53 seconds West 100.18 feet to a #4 rebar set on the property line of Kennesaw Station Unit II (P.B. 99, Page 28);

THENCE leaving the property line of Kennesaw Station Unit II (P.B. 99, Page 28);
North 78 degrees 59 minutes 16 seconds West 228.20 feet to a #4 rebar set on the easterly right of way of Grant Drive (40' right of way);

THENCE traversing said right of way of Grant Drive (40' right of way);
North 78 degrees 59 minutes 18 seconds West 42.57 feet to a point on the westerly right of way of Grant Drive (40' right of way);

THENCE following along the westerly right of way of Grant Drive (40' right of way);
South 07 degrees 28 minutes 37 seconds East 53.07 feet to a point at the intersection of the
westerly right of way of Grant Drive (40' right of way) and the northerly right of way of Poplar
Drive (40' right of way);

THENCE traversing said right of way of Poplar Drive (40' right of way);
South 03 degrees 24 minutes 19 seconds East 40.91 feet to a point at the intersection of the
westerly right of way of Grant Drive (40' right of way) and the southerly right of way of Poplar
Drive (40' right of way);

THENCE following along the westerly right of way of Grant Drive (40' right of way);
South 02 degrees 27 minutes 58 seconds East 100.00 feet to a #4 rebar found on the westerly
right of way of Grant Drive (40' right of way);

THENCE following along the westerly right of way of Grant Drive (40' right of way);
South 02 degrees 46 minutes 07 seconds East 306.54 feet to a 1/2 inch open top found on the
westerly right of way of Grant Drive (40' right of way);

THENCE leaving the westerly right of way of Grant Drive (40' right of way);
North 67 degrees 34 minutes 14 seconds West 131.42 feet to a #5 rebar found 1.9 feet
northwest of the property line of now or formerly David Smith (D.B. 15330 Pg. 6157);

THENCE North 41 degrees 30 minutes 48 seconds West 104.74 feet to a #5 rebar found 0.2
feet southwest of the property line of now or formerly David Smith (D.B. 15330 Pg. 6157);

THENCE North 40 degrees 18 minutes 11 seconds West 30.01 feet to a #4 rebar set at the
common property line of now or formerly David Smith (D.B. 15330 Pg. 6157) and now or
formerly John D. Best and Lorraine Best (D.B. 14043 Pg. 1573);

THENCE North 15 degrees 00 minutes 29 seconds West 67.83 feet to a #4 rebar set at the
common property line of now or formerly John D. Best and Lorraine Best (D.B. 14043 Pg. 1573)
and now or formerly City of Kennesaw (P.B. 16, Pg. 196);

THENCE South 46 degrees 38 minutes 32 seconds West 91.68 feet to a #4 rebar set at the
common property line of now or formerly John D. Best and Lorraine Best (D.B. 14043 Pg. 1573)
and now or formerly City of Kennesaw (P.B. 16, Pg. 196);

THENCE South 08 degrees 10 minutes 05 seconds West 119.15 feet to a #4 rebar set at the
northerly right of way of Branch Drive (40' right of way) and the property line of now or formerly
John D. Best and Lorraine Best (D.B. 14043 Pg. 1573);

THENCE traversing said right of way of Branch Drive (40' right of way);
South 45 degrees 28 minutes 47 seconds West 44.04 feet to a #4 rebar set at the westerly right
of way of Branch Drive (40' right of way);

THENCE following along the westerly right of way of Branch Drive (40' right of way);
South 01 degrees 51 minutes 35 seconds West 200.00 feet to a 3/4 inch crimp top found at the
westerly right of way of Branch Drive (40' right of way) and the property line of now or formerly
John D. Best and Lorraine Best (D.B. 14043 Pg. 1573);

THENCE leaving the westerly right of way of Branch Drive (40' right of way) and following along
the property line of now or formerly John D. Best and Lorraine Best (D.B. 14043 Pg. 1573);

South 88 degrees 09 minutes 35 seconds West 158.51 feet to a #4 rebar found on the property line of now or formerly John D. Best and Lorraine Best (D.B. 14043 Pg. 1573);

THENCE North 42 degrees 35 minutes 14 seconds West 207.49 feet to a point on the easterly right of way of Russell Drive (40' right of way);

THENCE traversing the right of way of Russell Drive (40' right of way);
North 42 degrees 35 minutes 14 seconds West 59.73 feet to a point at the intersection of the westerly right of way of Russell Drive (40' right of way) and the southerly right of way of Rockspring Drive (40' right of way);

THENCE following along the westerly right of way of Russell Drive (40' right of way);
North 01 degrees 00 minutes 24 seconds East 204.75 feet to a point on the westerly right of way of Russell Drive (40' right of way);

THENCE leaving the westerly right of way of Russell Drive (40' right of way);
North 84 degrees 01 minutes 17 seconds West 215.31 feet to a #5 rebar found 1.0 feet northeast of property line;

THENCE North 09 degrees 44 minutes 23 seconds East 99.78 feet to a #4 rebar found;

THENCE North 09 degrees 44 minutes 31 seconds East 98.35 feet to a #5 rebar found on the southerly right of way of Poplar Drive (40' right of way);

THENCE traversing the right of way of Poplar Drive (40' right of way);
North 17 degrees 10 minutes 55 seconds East 40.27 feet to a #4 rebar found on the northerly right of way of Poplar Drive (40' right of way);

THENCE North 17 degrees 58 minutes 12 seconds East 226.51 feet to a point;

THENCE North 68 degrees 01 minutes 14 seconds West 30.27 feet to a point;

THENCE North 39 degrees 21 minutes 19 seconds East 40.25 feet to a point;

THENCE North 38 degrees 55 minutes 20 seconds East 308.99 feet to a point;

THENCE South 53 degrees 27 minutes 13 seconds East 75.95 feet to a point;

THENCE North 42 degrees 48 minutes 22 seconds East 277.21 feet to a point;

THENCE South 45 degrees 29 minutes 52 seconds East 123.87 feet to a #4 rebar found and the northeasterly right of way of Russell Drive (40' right of way);

THENCE following along the northeasterly right of way of Russell Drive (40' right of way);
North 48 degrees 27 minutes 19 seconds East 66.01 feet to a point on the northeasterly right of way of Russell Drive (40' right of way);

THENCE following along the northeasterly right of way of Russell Drive (40' right of way);
North 48 degrees 33 minutes 51 seconds East 17.88 feet to a point on the northeasterly right of way of Russell Drive (40' right of way);

THENCE following along the northerly right of way of Russell Drive (40' right of way); along a curve to the right with an arc length of 60.58 feet, said curve having a radius of 100.00 feet, and

being subtended by a chord of 59.66 feet at North 64 degrees 33 minutes 40 seconds East to a point on the northerly right of way of Russell Drive (40' right of way);

THENCE following along the northerly right of way of Russell Drive (40' right of way);

North 82 degrees 03 minutes 46 seconds East 47.53 feet to a point at the intersection of the northerly right of way of Russell Drive (40' right of way) and the westerly right of way of Grant Drive (40' right of way);

THENCE traversing the right of way of Grant Drive (40' right of way);

South 86 degrees 21 minutes 15 seconds East 40.71 feet to a 1/2 inch open top found on the easterly right of way of Grant Drive (40' right of way);
said point being the POINT OF BEGINNING.

Said tract or parcel contains 21.95 Acres (956,192 Square Feet), more or less.

LESS AND EXCEPT THE FOLLOWING TRACTS OR PARCELS:

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being portions of the right of way of Grant Drive (40' right of way), Russell Drive (40' right of way), Poplar Drive (40' right of way), Rockspring Drive (40' right of way) and Pine Drive (40' right of way), and being more particularly described as follows:

COMMENCING at a #4 rebar set at the intersection of the southerly right of way of McCollum Parkway (variable right of way) and easterly right of way of Grant Drive (40' right of way);

THENCE following along the easterly right of way of Grant Drive (40' right of way);
South 07 degrees 05 minutes 11 seconds 209.53 feet to a 1/2 inch open top found on the easterly right of way of Grant Drive (40' right of way); said point being the POINT OF BEGINNING;

THENCE South 06 degrees 12 minutes 48 seconds East for a distance of 99.82 feet to a point;

THENCE South 04 degrees 29 minutes 40 seconds East for a distance of 125.50 feet to a point;

THENCE South 06 degrees 06 minutes 07 seconds East for a distance of 97.19 feet to a point;

THENCE South 06 degrees 06 minutes 07 seconds East for a distance of 100.00 feet to a point;

THENCE South 06 degrees 06 minutes 07 seconds East for a distance of 100.00 feet to a point;

THENCE South 06 degrees 20 minutes 35 seconds East for a distance of 102.04 feet to a #4 rebar set;

THENCE North 78 degrees, 59 minutes 18 seconds West for a distance of 42.57 feet to a point;

THENCE North 07 degrees 28 minutes 37 seconds West for a distance of 49.53 feet to a point;

THENCE North 07 degrees 28 minutes 00 seconds West for a distance of 36.81 feet to a point;

THENCE North 06 degrees 26 minutes 37 seconds West for a distance of 62.74 feet to a point;

THENCE North 06 degrees 26 minutes 11 seconds West for a distance of 37.87 feet to a point;

THENCE North 05 degrees 34 minutes 15 seconds West for a distance of 99.74 feet to a point;
 THENCE North 05 degrees 43 minutes 16 seconds West for a distance of 65.64 feet to a point;
 THENCE North 05 degrees 41 minutes 20 seconds West for a distance of 36.51 feet to a point;
 THENCE North 03 degrees 52 minutes 47 seconds West for a distance of 68.65 feet to a point;
 THENCE North 05 degrees 55 minutes 25 seconds West for a distance of 119.99 feet to a point;

THENCE South 83 degrees 36 minutes 02 seconds West for a distance of 44.90 feet to a point;
 THENCE South 62 degrees 27 minutes 02 seconds West for a distance of 57.50 feet to a point;
 THENCE South 41 degrees 23 minutes 58 seconds West for a distance of 112.79 feet to a point;

THENCE South 41 degrees 20 minutes 15 seconds West for a distance of 39.93 feet to a point;
 THENCE South 43 degrees 07 minutes 23 seconds West for a distance of 5.64 feet to a point;
 THENCE South 42 degrees 34 minutes 48 seconds West for a distance of 124.10 feet to a point;

THENCE South 41 degrees 02 minutes 39 seconds West for a distance of 229.78 feet to a point;

THENCE South 38 degrees 04 minutes 11 seconds West for a distance of 11.52 feet to a point;
 THENCE along a curve to the left, said curve having a radius of 430.00 feet and an arc length of 133.53 feet and being subtended by a chord bearing of South 33 degrees 01 minutes 38 seconds West for a distance of 133.00 feet to a point;

THENCE South 20 degrees 32 minutes 02 seconds West for a distance of 53.95 feet to a point;
 THENCE South 16 degrees 56 minutes 13 seconds West for a distance of 13.62 feet to a point;
 THENCE South 87 degrees 43 minutes 10 seconds East for a distance of 155.05 feet to a point;
 THENCE South 87 degrees 18 minutes 32 seconds East for a distance of 247.66 feet to a point;
 THENCE South 86 degrees 59 minutes 24 seconds East for a distance of 5.46 feet to a point;
 THENCE South 87 degrees 09 minutes 23 seconds East for a distance of 196.53 feet to a point;
 THENCE South 03 degrees 24 minutes 19 seconds East for a distance of 40.91 feet to a point;
 THENCE North 87 degrees 12 minutes 56 seconds West for a distance of 217.80 feet to a point;

THENCE North 86 degrees 57 minutes 48 seconds West for a distance of 236.21 feet to a #4 rebar set;

THENCE North 87 degrees 55 minutes 07 seconds West for a distance of 157.29 feet to a point;

THENCE South 85 degrees 21 minutes 13 seconds West for a distance of 7.25 feet to a point;
 THENCE South 02 degrees 29 minutes 53 seconds West for a distance of 93.14 feet to a point;
 THENCE South 02 degrees 40 minutes 29 seconds West for a distance of 115.01 feet to a point;

THENCE South 01 degrees 18 minutes 38 seconds West for a distance of 195.38 feet to a point;

THENCE North 86 degrees 51 minutes 35 seconds East for a distance of 181.89 feet to a point;

THENCE South 88 degrees 12 minutes 45 seconds East for a distance of 157.82 feet to a #4 rebar set;

THENCE South 45 degrees 28 minutes 47 seconds West for a distance of 44.04 feet to a #4 rebar set;

THENCE South 88 degrees 09 minutes 35 seconds West for a distance of 304.00 feet to a point;

THENCE South 02 degrees 00 minutes 18 seconds West for a distance of 42.48 feet to a point;

THENCE North 42 degrees 35 minutes 14 seconds West for a distance of 59.73 feet to a point;

THENCE North 01 degrees 00 minutes 24 seconds East for a distance of 204.75 feet to a point;

THENCE North 01 degrees 35 minutes 46 seconds East for a distance of 198.95 feet to a point;

THENCE North 02 degrees 28 minutes 44 seconds East for a distance of 101.86 feet to a point;

THENCE South 85 degrees 16 minutes 37 seconds West for a distance of 189.33 feet to a #5 rebar found;

THENCE North 17 degrees 10 minutes 55 seconds East for a distance of 40.27 feet to a #4 rebar found;

THENCE North 84 degrees 38 minutes 09 seconds East for a distance of 183.26 feet to a point

THENCE North 18 degrees 18 minutes 39 seconds East for a distance of 63.97 feet to a point;

THENCE North 26 degrees 20 minutes 04 seconds East for a distance of 74.11 feet to a point;

THENCE North 34 degrees 48 minutes 32 seconds East for a distance of 64.79 feet to a point;

THENCE North 41 degrees 28 minutes 24 seconds East for a distance of 70.19 feet to a point;

THENCE North 42 degrees 08 minutes 25 seconds East for a distance of 70.31 feet to a point;

THENCE North 61 degrees 50 minutes 49 seconds West for a distance of 190.03 feet to a point;

THENCE North 53 degrees 56 minutes 38 seconds West for a distance of 18.30 feet to a point;

THENCE North 38 degrees 55 minutes 20 seconds East for a distance of 41.26 feet to a point;

THENCE South 54 degrees 07 minutes 33 seconds East for a distance of 22.20 feet to a point;
 THENCE South 62 degrees 30 minutes 53 seconds East for a distance of 182.70 feet to a point;
 THENCE North 41 degrees 54 minutes 43 seconds East for a distance of 76.56 feet to a point;
 THENCE North 41 degrees 54 minutes 43 seconds East for a distance of 71.08 feet to a point;
 THENCE North 43 degrees 36 minutes 18 seconds East for a distance of 93.40 feet to a point;
 THENCE North 39 degrees 53 minutes 44 seconds East for a distance of 71.76 feet to a
 #4 rebar found;

THENCE North 48 degrees 27 minutes 19 seconds East for a distance of 66.01 feet to a point;
 THENCE North 48 degrees 33 minutes 51 seconds East for a distance of 17.88 feet to a point;
 THENCE along a curve to the right, said curve having a radius of 100.00 feet and an arc length
 of 60.58 feet and being subtended by a chord bearing of North 64 degrees 33 minutes 40
 seconds East for a distance of 59.66 feet to a point;

THENCE North 82 degrees 03 minutes 46 seconds East for a distance of 47.53 feet to a point;
 THENCE South 86 degrees 21 minutes 15 seconds East for a distance of 40.71 feet to a 1/2
 inch open top found on the easterly right of way of Grant Drive (40' right of way); said point
 being the POINT OF BEGINNING;

Said tract contains 3.07 acres.

FURTHER LESS AND EXCEPT

ALL that tract or parcel of land of land lying and being on Land Lot 99, 20th District, 2nd
 Section, City of Kennesaw, Cobb County, Georgia and being Lots 35 and 36 in L. C. Chalker's
 Mobile Home Village, Unit One, as surveyed in October 1957, by R. T. Weaver, Surveyor, as
 recorded in Plat Book 16, Page 196, Cobb County Clerk of Superior Court, being Cobb County
 tax parcel 20009900430 and know as 3532 Russell Drive.

FURTHER LESS AND EXCEPT

ALL that tract or parcel of land lying and being in Land Lot 99, 20th District, 2nd Section, City
 of Kennesaw, Cobb County, Georgia and being more particularly described as follows:

COMMENCING at the intersection of the westerly right-of-way of Grant Drive (40' right-of-
 way) and the southerly right-of-way of Poplar Drive (40' right-of-way);

THENCE along said southerly right-of-way of Poplar Drive, North 87 degrees 12 minutes 56
 seconds West for a distance of 217.80 feet to a #4 rebar set, said point being the True Point of
 Beginning;

THENCE South 02 degrees 42 minutes 33 seconds East for a distance of 99.79 feet to a #3
 rebar found;

THENCE South 02 degrees 19 minutes 06 seconds East for a distance of 100.10 feet to a #4
 rebar set;

THENCE South 46 degrees 32 minutes 16 seconds West for a distance of 91.55 feet to a #4 rebar set;

THENCE North 80 degrees 46 minutes 28 seconds West for a distance of 169.00 feet to a #4 rebar set;

THENCE North 01 degrees 42 minutes 02 seconds East for a distance of 47.20 feet to a #4 rebar set;

THENCE North 88 degrees 52 minutes 51 seconds West for a distance of 23.63 feet to a #4 rebar set;

THENCE North 03 degrees 05 minutes 56 seconds East for a distance of 200.74 feet to a #4 rebar set on the southerly right-of-way of Poplar Drive;

THENCE along said southerly right-of-way of Poplar Drive, South 86 degrees 57 minutes 48 seconds East for a distance of 236.21 feet to a #4 rebar set, said point being the Point of Beginning.

Said tract contains 1.39 acres.

END OF LEGAL DESCRIPTION

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

When Recorded Return To: See
First American Title Insurance Company
National Commercial Services
401 E. Pratt Street, Suite 323
Baltimore, MD 21202
File No: NCS 983850A-6

After recording return to:
Lawrence C. Kasmen, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 31st day of December, 2019, by NATASHA N. SCHIKALANOV, Executor of the Estate of Sonio Vaslev Shikalanov, also known of record as Tony Schikalanov ("Grantor"), in favor of VCP KENNESAW, LLC a Georgia limited liability company, as to an undivided 83.541% interest, VCP KENNESAW II, LLC, a Georgia limited liability company, as to an undivided 11.695% interest, VCP KENNESAW ASR, LLC, a Georgia limited liability company, as to an undivided 0.988% interest, VCP KENNESAW 133, LLC, a Georgia limited liability company, as to an undivided 1.988% interest, and VCP KENNESAW CAR, LLC, a Georgia limited liability company, as to an undivided 1.788% interest, as tenants in common (collectively, "Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, heirs and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in Cobb County, State of Georgia, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, and air and subsurface rights (including without limitation all oil, gas and mineral rights), with respect thereto or arising therefrom (all of the foregoing, collectively, the "Property").

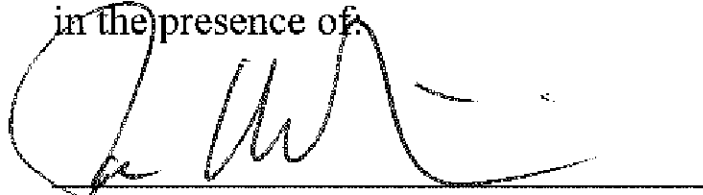
TO HAVE AND TO HOLD the Property to the proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

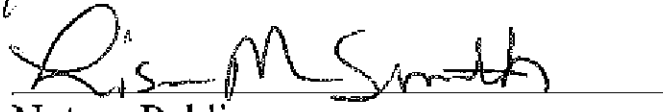
AND, GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

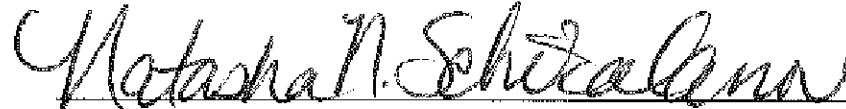
(Signatures appear on following page)

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

 (Seal)
NATASHA N. SHIKALANOV, Executor of the Estate
of Sonio Vaslev Shikalanov, also known of record as
Tony Schikalanov

My Commission Expires: 10/1/2021

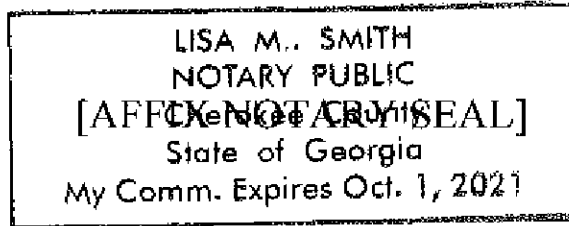


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE 435.0 FEET NORTHERLY FROM THE NORTHEAST INTERSECTION OF POPLAR DRIVE AND RUSSELL DRIVE; RUNNING THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE A DISTANCE OF 138.0 FEET TO AN IRON PIN; RUNNING THENCE SOUTH 46 DEGREES 48 MINUTES EAST A DISTANCE OF 137.59 FEET TO AN IRON PIN; RUNNING THENCE SOUTHWESTERLY ALONG PROPERTY NOW OR FORMERLY OWNED BY L.C. CHALKER A DISTANCE OF 70.0 FEET TO AN IRON PIN; RUNNING THENCE IN A WESTERLY DIRECTION A DISTANCE OF 168.0 FEET TO AN IRON PIN ON THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE AT THE POINT OF BEGINNING. THIS TRACT OF LAND IS ALSO KNOWN AS LOT #33 IN L. C. CHALKER'S MOBILE HOME VILLAGE.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. All matters shown on that certain survey prepared for Karen M. Weeks affixed in Warranty Deed from Stephen Kimmons to Karen M. Weeks, dated May 15, 1978, filed for record July 11, 1978, and recorded in Deed Book 1906, Page 17, aforesaid records.
2. Matters as shown on that certain plat recorded in Plat Book 16, Page 196, aforesaid records.
3. Matters as shown on that certain plat recorded in Plat Book 17, Page 130, aforesaid records.
4. Matters as would be disclosed by a current and accurate survey and inspection of the Land.
5. Taxes for the year 2019.

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 28 day of December, 2019, by CHERYL ANN PEPPERS, Executor of the Estate of James A. Merrill ("Grantor"), in favor of EAST PARK JV, LLC, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, heirs and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in Cobb County, State of Georgia, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, and air and subsurface rights (including without limitation all oil, gas and mineral rights), with respect thereto or arising therefrom (all of the foregoing, collectively, the "Property").

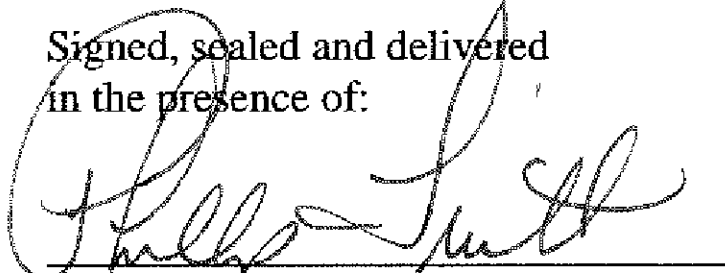
TO HAVE AND TO HOLD the Property to the proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

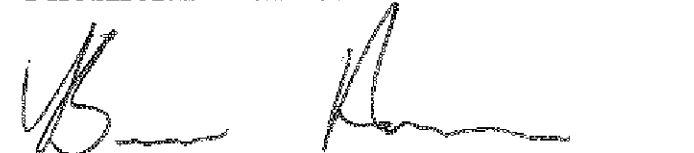
AND, GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

(Signatures appear on following page)

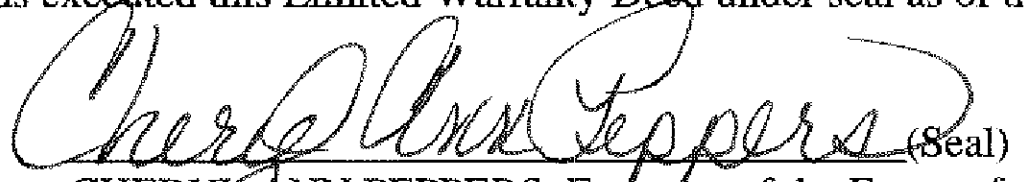
IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

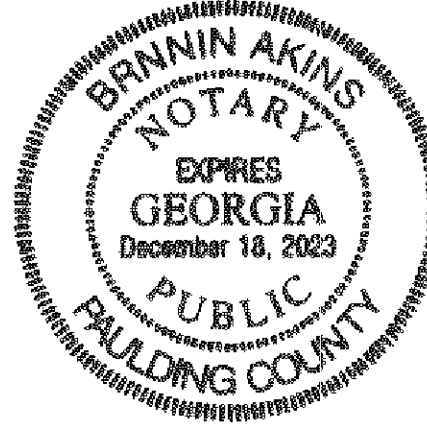
Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

My Commission Expires: 02/18/23

 (Seal)
CHERYL ANN PEPPERS, Executor of the Estate of
James A. Merrill



[AFFIX NOTARY SEAL]

EXHIBIT A TO LIMITED WARRANTY DEED**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99, 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING LOT NUMBER 3, IN A SUBDIVISION ON THE EAST SIDE OF SHILOH ROAD BETWEEN DOGWOOD DRIVE AND ROCK SPRINGS DRIVE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER ON THE EAST SIDE OF SHILOH ROAD AND 170 FEET NORTH OF DOGWOOD DRIVE, THIS CORNER ALSO BEING AT THE NORTH WEST CORNER OF THE C. L. RUSSELL LOT; AND RUNNING THENCE EAST ALONG THE LAND OF C. L. RUSSELL 200 FEET TO A CORNER; THENCE NORTH ALONG THE LAND OF ED L. MUCICK AND L. C. CHALKER 80 FEET TO A CORNER; THENCE WEST ALONG THE LAND OF L. C. CHALKER 200 FEET TO A CORNER ON THE EAST SIDE OF SHILOH ROAD; THENCE SOUTH ALONG THE EAST SIDE OF SHILOH ROAD 80 FEET TO THE POINT OF BEGINNING, SAID IMPROVED PROPERTY KNOWN AS 3408 CHEROKEE STREET, ACCORDING TO PRESENT SYSTEM OF NUMBERING IN THE CITY OF KENNESAW, GEORGIA.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Taxes for the year 2019.
2. Matters as shown on that certain plat recorded in Plat Book 16, Page 196, Cobb County records.

After recording return to:
Ruari J. O'Sullivan
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 31st day of December, 2019, by FRANK L. PRITCHARD, a Georgia resident, as to an undivided sixty percent (60%) interest, and STEPHEN PRITCHARD, a Georgia resident, as to an undivided forty percent (40%) interest (collectively, "Grantor"), in favor of EAST PARK JV, LLC, a Georgia limited liability company (collectively, "Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, heirs and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in Cobb County, State of Georgia, and being more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, and air and subsurface rights (including without limitation all oil, gas and mineral rights), with respect thereto or arising therefrom (all of the foregoing, collectively, the "Property").

TO HAVE AND TO HOLD the Property to the proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

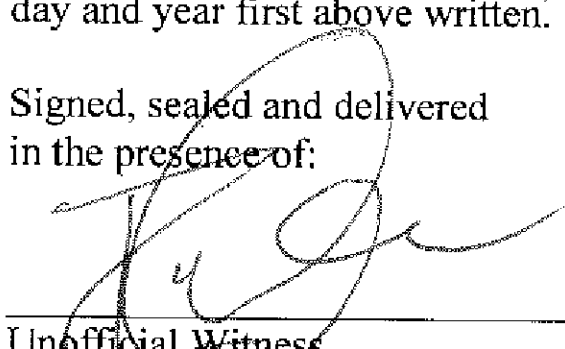
AND, GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

AND, GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



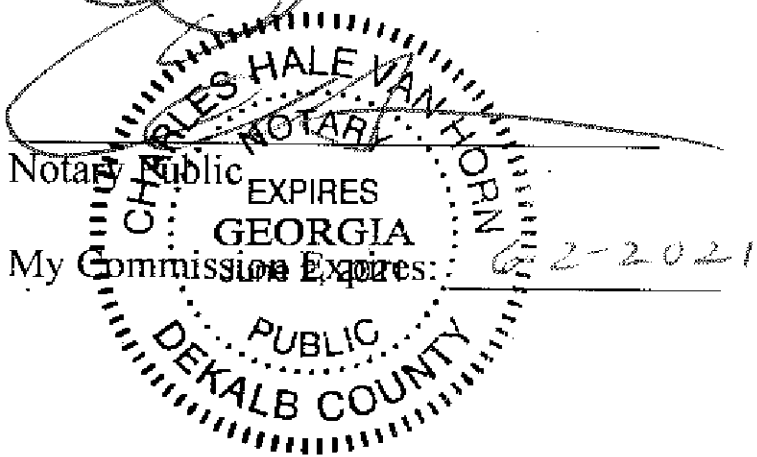
Unofficial Witness



Frank L. Pritchard (SEAL)



Frank L. Pritchard, as Attorney-in-Fact for
Stephen Pritchard (SEAL)



[AFFIX NOTARY SEAL]

EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA BEING LOT 3 OF L.C. CHALKER MOBILE HOME VILLAGE, UNIT ONE, AS PER PLAT RECORDED IN PLAT BOOK 16, PAGE 196, COBB COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED EXCEPTIONS

1. All matters as shown on that certain plat recorded in Plat Book 16, Page 196, among the records of Cobb County, Georgia.

When Recorded Return To: D124
First American Title Insurance Company
National Commercial Services
401 E. Pratt Street, Suite 323
Baltimore, MD 21202
File No: NCS 983850A-S

After recording return to:
Lawrence C. Kasmen, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 28 day of December, 2019, by DAVID BOWMAN, as Administrator of the Estate of Charlotte Elizabeth Burns, also known as Charlotte E. Burns ("Grantor"), in favor of EAST PARK JV, LLC, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, heirs and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in Cobb County, State of Georgia, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, and air and subsurface rights (including without limitation all oil, gas and mineral rights), with respect thereto or arising therefrom (all of the foregoing, collectively, the "Property").

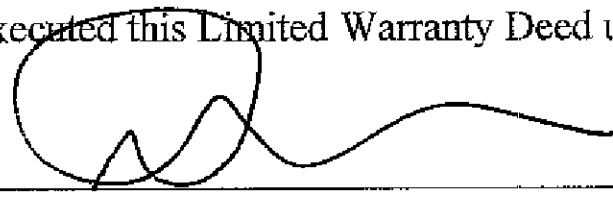
TO HAVE AND TO HOLD the Property to the proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

AND, GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

(Signatures appear on following page)

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

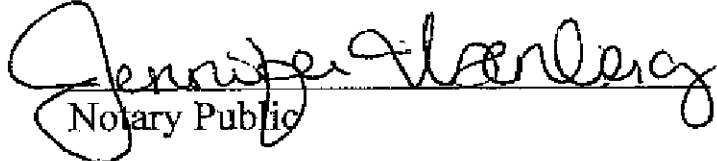


(Seal)

DAVID BOWMAN, as Administrator of the Estate of
Charlotte Elizabeth Burns, also known as Charlotte E.
Burns



Unofficial Witness


Notary Public

My Commission Expires: 1-9-22

[AFFIX NOTARY SEAL]

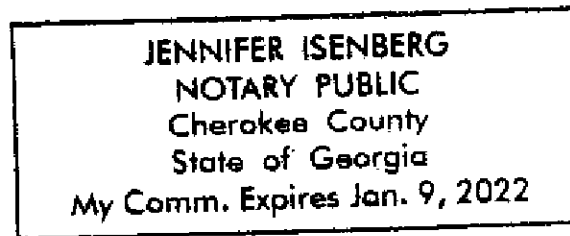


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99, 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING LOT 4 OF THE L. C. CHALKER SUBDIVISION, SECTION ONE, AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK 16, PAGE 161, COBB COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MARKING THE INTERSECTION OF THE EASTERLY SIDE OF CHEROKEE STREET (FORMERLY SHILOH ROAD) AND THE SOUTHERLY SIDE OF POPLAR STREET; THENCE RUNNING EASTERLY ALONG THE SOUTHERLY LINE OF POPLAR STREET FOR A DISTANCE OF 195.5 FEET TO A POINT AND CORNER; THENCE SOUTHERLY FOR A DISTANCE OF 98.5 FEET TO A POINT AND CORNER; THENCE WESTERLY FOR A DISTANCE OF 192 FEET TO A POINT LOCATED ON THE EASTERLY SIDE OF CHEROKEE STREET (FORMERLY SHILOH ROAD); THENCE RUNNING NORTHERLY ALONG THE EASTERLY SIDE OF CHEROKEE STREET (FORMERLY SHILOH ROAD) A DISTANCE OF 110 FEET TO THE POINT OF BEGINNING.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Matters as shown on that certain plat recorded in Plat Book 16, Page 161, aforesaid records.
2. All matters shown on that certain plat as depicted in Standard Warranty Deed from Carson V. Patrick to George T. Delves and Elaine F. Delves, dated September 14, 1960, filed for record September 14, 1960, and recorded in Deed Book 561, Page 278, aforesaid records.

When Recorded Return To: D124
First American Title Insurance Company
National Commercial Services
401 E. Pratt Street, Suite 323
Baltimore, MD 21202
File No: NCS 983850A-S

After recording return to:
Lawrence C. Kasmen, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 28 day of December, 2019, by DAVID BOWMAN, as Administrator of the Estate of Charlotte Elizabeth Burns, also known as Charlotte E. Burns ("Grantor"), in favor of EAST PARK JV, LLC, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, heirs and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in Cobb County, State of Georgia, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, and air and subsurface rights (including without limitation all oil, gas and mineral rights), with respect thereto or arising therefrom (all of the foregoing, collectively, the "Property").

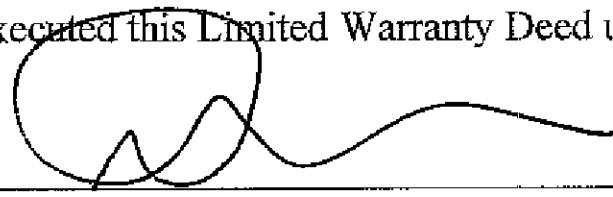
TO HAVE AND TO HOLD the Property to the proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

AND, GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

(Signatures appear on following page)

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

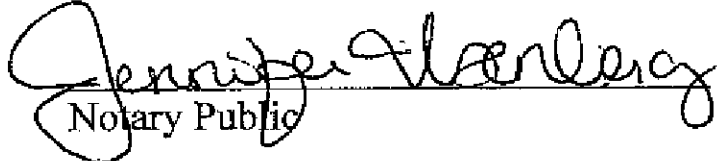


(Seal)

DAVID BOWMAN, as Administrator of the Estate of
Charlotte Elizabeth Burns, also known as Charlotte E.
Burns



Unofficial Witness


Notary Public

My Commission Expires: 1-9-22

[AFFIX NOTARY SEAL]

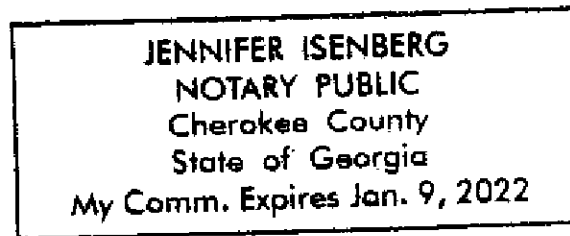


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99, 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING LOT 4 OF THE L. C. CHALKER SUBDIVISION, SECTION ONE, AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK 16, PAGE 161, COBB COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MARKING THE INTERSECTION OF THE EASTERLY SIDE OF CHEROKEE STREET (FORMERLY SHILOH ROAD) AND THE SOUTHERLY SIDE OF POPLAR STREET; THENCE RUNNING EASTERLY ALONG THE SOUTHERLY LINE OF POPLAR STREET FOR A DISTANCE OF 195.5 FEET TO A POINT AND CORNER; THENCE SOUTHERLY FOR A DISTANCE OF 98.5 FEET TO A POINT AND CORNER; THENCE WESTERLY FOR A DISTANCE OF 192 FEET TO A POINT LOCATED ON THE EASTERLY SIDE OF CHEROKEE STREET (FORMERLY SHILOH ROAD); THENCE RUNNING NORTHERLY ALONG THE EASTERLY SIDE OF CHEROKEE STREET (FORMERLY SHILOH ROAD) A DISTANCE OF 110 FEET TO THE POINT OF BEGINNING.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Matters as shown on that certain plat recorded in Plat Book 16, Page 161, aforesaid records.
2. All matters shown on that certain plat as depicted in Standard Warranty Deed from Carson V. Patrick to George T. Delves and Elaine F. Delves, dated September 14, 1960, filed for record September 14, 1960, and recorded in Deed Book 561, Page 278, aforesaid records.

After recording return to:
Lawrence C. Kasmien, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 27th day of December, 2019, by PEGGY JO MASSEY, an individual Georgia resident ("Grantor"), in favor of EAST PARK JV, LLC, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, heirs and assigns where the context hereof requires or permits).

W I T N E S S E T H:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on Exhibit B attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in Cobb County, State of Georgia, and being more particularly described on Exhibit A attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, and air and subsurface rights (including without limitation all oil, gas and mineral rights), with respect thereto or arising therefrom (all of the foregoing, collectively, the "Property").

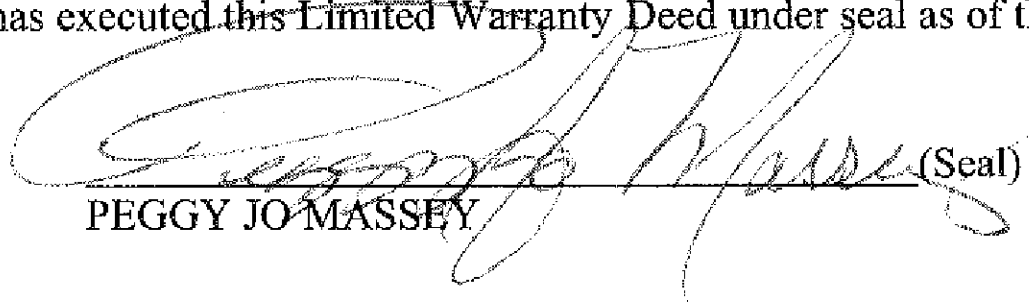
TO HAVE AND TO HOLD the Property to the proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

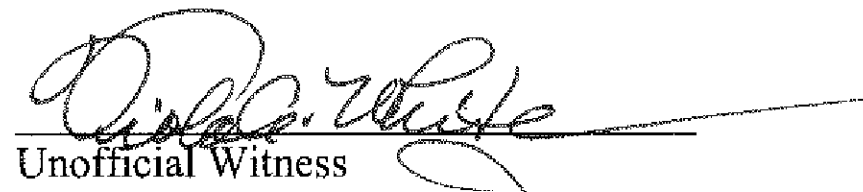
AND, GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

(Signatures appear on following page)

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

 (Seal)
PEGGY JO MASSEY


Unofficial Witness


Notary Public

My Commission Expires: 8/11/2023

B DAVELUY
NOTARY PUBLIC
[AFFIX NOTARY SEAL]
COBB COUNTY, GEORGIA
MY COMMISSION EXPIRES
08/11/2023

EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

EXHIBIT A TO LIMITED WARRANTY DEED**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA AND BEING LOT 6 OF THE L.C. CHALKER SUBDIVISION, AS PER PLAT BY ROBERT T. WEAVER, SURVEYOR, DATED SEPTEMBER, 1957, RECORDED IN PLAT BOOK 16, PAGE 161, COBB COUNTY RECORDS, WHICH PLAT IS MADE A PART OF THIS DESCRIPTION BY REFERENCE THERETO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON PIN ON THE SOUTHEASTERLY SIDE OF CHEROKEE STREET, FORMERLY SHILOH ROAD, (60-FOOT RIGHT-OF-WAY), WHICH POINT IS LOCATED 110 FEET FROM THE CORNER FORMED BY THE INTERSECTION OF THE SOUTHEASTERLY SIDE OF CHEROKEE STREET, FORMERLY SHILOH ROAD, AND THE NORTH SIDE OF POPLAR STREET; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY SIDE OF CHEROKEE STREET, FORMERLY SHILOH ROAD, 110.0 FEET TO AN IRON PIN; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY SIDE OF LOT 7, SAID BLOCK AND SUBDIVISION, 194.8 FEET TO AN IRON PIN; THENCE SOUTHWESTERLY 110.1 FEET TO AN IRON PIN; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY SIDE OF LOT 5, SAID BLOCK AND SUBDIVISION, 202.2 FEET TO THE POINT OF BEGINNING; BEING IMPROVED PROPERTY KNOWN AS 3526 CHEROKEE STREET, KENNESAW, COBB COUNTY.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an inspection of the Land.
2. Any minerals or mineral rights leased, granted or retained by current or prior owners.
3. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes.
4. No insurance is afforded as to the amount of acreage or square footage contained in the Land.
5. Rights of upper and lower riparian owners in and to the waters of any creek or stream that bounds or traverses the Land, free from increase, decrease or pollution.
6. Rights of tenants in possession, as tenants only, under unrecorded occupancy agreements.
7. Matters as shown on that certain plat recorded in Plat Book 16, Page 161, aforesaid records.

After recording return to:
Lawrence C. Kasmen, Esq.
Berman Fink Van Horn P.C.
3475 Piedmont Road, NE, Suite 1100
Atlanta, Georgia 30305

LIMITED WARRANTY DEED

THIS **LIMITED WARRANTY DEED**, made as of this 28th day of December, 2019, by HECTOR A. ROMERO and VILMA G. ROMERO, individual Georgia residents ("Grantor"), in favor of EAST PARK JV, LLC, a Georgia limited liability company ("Grantee") (the terms Grantor and Grantee to include their respective successors, legal representatives, heirs and assigns where the context hereof requires or permits).

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt, adequacy, and sufficiency of which being hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, subject only to those matters set forth on **Exhibit B** attached hereto and incorporated herein by this reference (such matters, collectively, the "Permitted Exceptions"), all that tract or parcel of land lying and being in Cobb County, State of Georgia, and being more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference, together with, all and singular, the following: (a) buildings, improvements and fixtures located thereon, (b) rights, members, easements and appurtenances thereof, to the same being, belonging or in any way appertaining thereto, (c) rights-of-way, open, proposed or closed streets, alleys, easements, strips or gores of land adjacent thereto, and (d) development rights, and air and subsurface rights (including without limitation all oil, gas and mineral rights), with respect thereto or arising therefrom (all of the foregoing, collectively, the "Property").

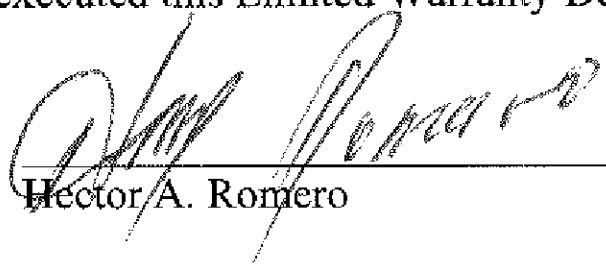
TO HAVE AND TO HOLD the Property to the proper use, benefit, and behoof of Grantee, forever, in FEE SIMPLE.

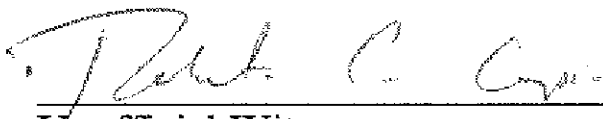
AND, GRANTOR WILL WARRANT AND FOREVER DEFEND the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise.

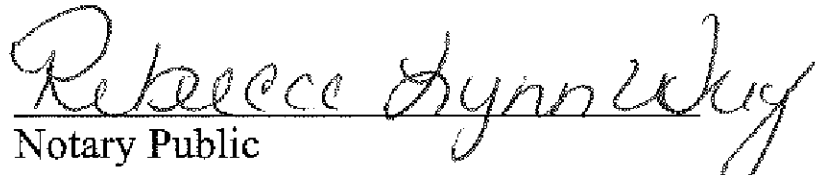
(Signatures appear on following page)

IN WITNESS WHEREOF, Grantor has executed this Limited Warranty Deed under seal as of the day and year first above written.

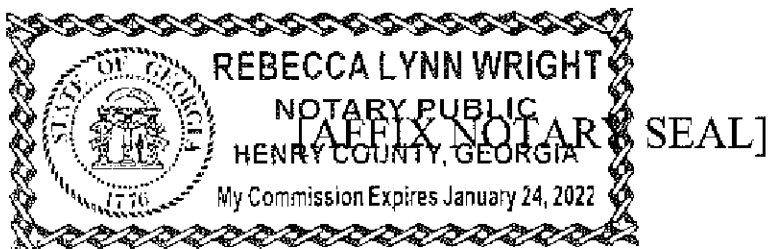
Signed, sealed and delivered
in the presence of:

 (SEAL)
Hector A. Romero

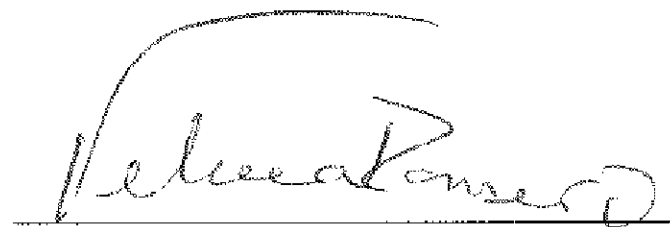

Unofficial Witness


Notary Public

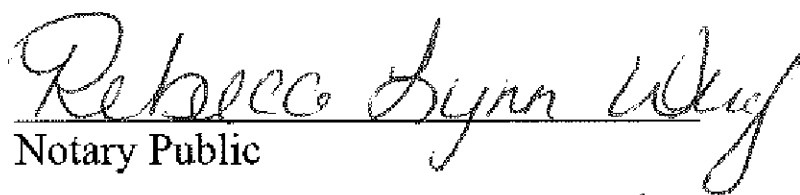
My Commission Expires: 01/24/2022



Signed, sealed and delivered
in the presence of:

 (SEAL)
Vilma G. Romero


Unofficial Witness


Notary Public

My Commission Expires: 01/24/2022

[AFFIX NOTARY SEAL]

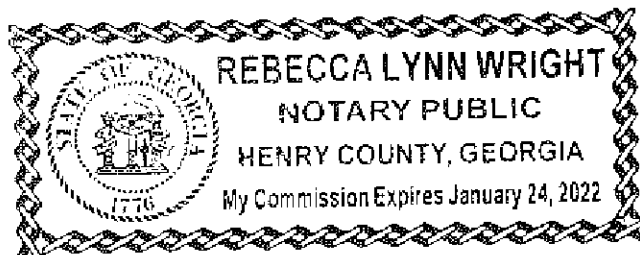


EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

EXHIBIT A TO LIMITED WARRANTY DEED

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION OF COBB COUNTY, GEORGIA AND BEING LOT 2 OF THE L.C. CHALKER SUBDIVISION, SECTION 1, AS SHOWN BY PLAT THEREOF BY ROBERT T. WEAVER, SURVEYOR, DATED SEPTEMBER 1957, AND RECORDED IN PLAT BOOK 16, PAGE 161, IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF COBB COUNTY, GEORGIA, SAID PLAT BEING INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF.

EXHIBIT B TO LIMITED WARRANTY DEED

PERMITTED TITLE EXCEPTIONS

1. Any encroachments, encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land or that could be ascertained by an inspection of the Land.
2. Any minerals or mineral rights leased, granted or retained by current or prior owners.
3. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable, and taxes for prior years arising from reassessments or digest disputes.
4. No insurance is afforded as to the amount of acreage or square footage contained in the Land.
5. Rights of upper and lower riparian owners in and to the waters of any creek or stream that bounds or traverses the Land, free from increase, decrease or pollution.
6. Rights of tenants in possession, as tenants only, under unrecorded occupancy agreements.
7. Matters as shown on that certain plat recorded in Plat Book 16, Page 161, aforesaid records.

After recording, return to:
Schulten Ward Turner & Weiss, LLP
260 Peachtree Street, Suite 2700
Atlanta, GA 30303
Attn: Aimee D. LaTourette
Re: 2804.447 /
Parcel Id No.: A portion of 20009900600

STATE OF GEORGIA
COUNTY OF Cobb

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 8th day of October, 2021, by and between **KENNESAW REDEVELOPMENT, LLC**, a Georgia limited liability company (collectively, hereinafter referred to as "*Grantor*") and **EAST PARK JV, LLC**, a Georgia limited liability company (hereinafter referred to as "*Grantee*") ("*Grantor*" and "*Grantee*" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, Cobb County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "*Land*").

TOGETHER WITH all buildings and improvements thereon (the "*Improvements*"), and all appurtenances thereof, including easements and rights-of-way relating thereto, and without warranty, all right, title and interest, if any, of Seller in and to the land lying within any street or roadway adjoining the real property and any vacated or hereafter vacated street or valley adjoining the real property (the foregoing, together with the Land, are herein referred to as the "*Property*").

This conveyance is made subject to all covenants, conditions, liens, restrictions, reservations and easements of record, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof ("*Permitted Encumbrances*").

TO HAVE AND TO HOLD the Property, together 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 Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee, its successors and assigns, against the claims of all persons claiming by, through, or under Grantor, but not otherwise.

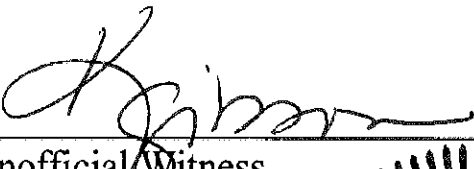
[Signatures appear on the following page]

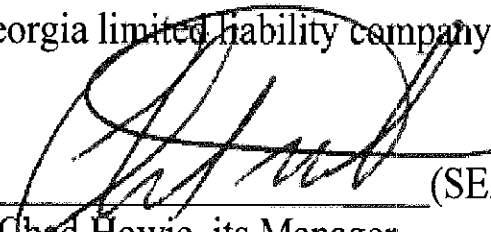
IN WITNESS WHEREOF, Grantor has hereunto caused this Indenture to be executed under seal as of the date and year first above written.

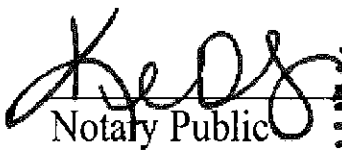
Signed, sealed and delivered in the presence of:

GRANTOR:

KENNESAW REDEVELOPMENT, LLC,
a Georgia limited liability company


Unofficial Witness

By:  (SEAL)
Chad Howie, its Manager


Notary Public

Commission Expiration Date August 31, 2022
[NOTARIAL SEAL]

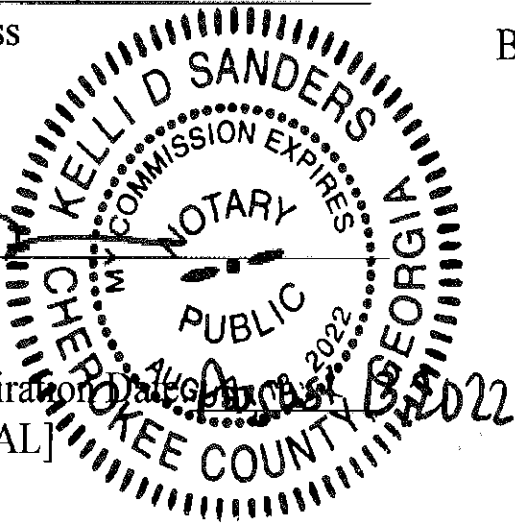


EXHIBIT "A"
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, AND BEING LOT 9 OF L.C. CHALKER SUBDIVISION, SECTION ONE, AS PER PLAT RECORDED IN PLAT BOOK 16, PAGE 161, COBB COUNTY, GEORGIA RECORDS, WHICH PLAT IS HEREBY REFERRED TO AND MADE A PART OF THIS DESCRIPTION.

FOR ML SEE
LB Book 152 Page 3768
FOR ML CANC SEE
LB Book 152 Page 4717

Deed Book 15980 Page 6313
Filed and Recorded 10/14/2021 9:33:00 AM
2021-0147820
Connie Taylor
Clerk of Superior Court
Cobb County, GA
Participant IDs: 4368109445
7067927936

After recording, return to:
Schulten Ward Turner & Weiss, LLP
260 Peachtree Street, Suite 2700
Atlanta, GA 30303
Attn: Aimee D. LaTourette
Re: 2804.447 /
Parcel Id No.: 20009904270

STATE OF GEORGIA
COUNTY OF Cobb

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 8th day of October, 2021, by and between **VCP Kennesaw, LLC**, a Georgia limited liability company, as to an undivided 83.541% interest, **VCP Kennesaw II, LLC**, a Georgia limited liability company, as to an undivided 11.695% interest, **VCP Kennesaw ASR, LLC**, a Georgia limited liability company, as to an undivided 0.988% interest, **VCP Kennesaw 133, LLC**, a Georgia limited liability company, as to an undivided 1.988% interest, and **VCP Kennesaw CAR, LLC**, a Georgia limited liability company, as to an undivided 1.788% interest (collectively, hereinafter referred to as "*Grantor*") and **VCP Kennesaw, LLC**, a Georgia limited liability company (hereinafter referred to as "*Grantee*") ("*Grantor*" and "*Grantee*" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, Cobb County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "*Land*").

TOGETHER WITH all buildings and improvements thereon (the "*Improvements*"), and all appurtenances thereof, including easements and rights-of-way relating thereto, and without warranty, all right, title and interest, if any, of Seller in and to the land lying within any street or roadway adjoining the real property and any vacated or hereafter vacated street or valley adjoining the real property (the foregoing, together with the Land, are herein referred to as the "*Property*").

This conveyance is made subject to all covenants, conditions, liens, restrictions, reservations and easements of record, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof ("*Permitted Encumbrances*").

TO HAVE AND TO HOLD the Property, together 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 Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee, its successors and assigns, against the claims of all persons claiming by, through, or under Grantor, but not otherwise.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has hereunto caused this Indenture to be executed under seal as of the date and year first above written.

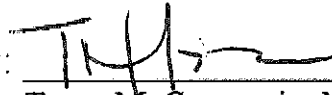
Signed, sealed and delivered in the presence of:

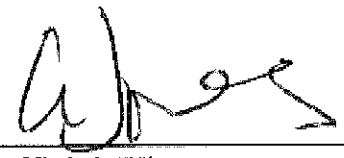
GRANTOR:

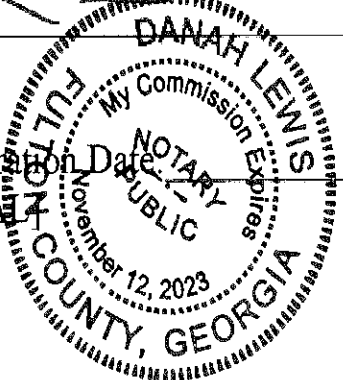
VCP Kennesaw, LLC,
a Georgia limited liability company, as to an undivided 83.541% interest

By: VCP-Tellus, LLC,
a Georgia limited liability company,
its Manager

By: Varden Capital Properties, LLC,
a Florida limited liability company,
its Manager

By:  (SEAL)
Trace McCreary, its Manager


Unofficial Witness


Notary Public
Commission Expires On Date
[NOTARIAL SEAL]
11/12/2023


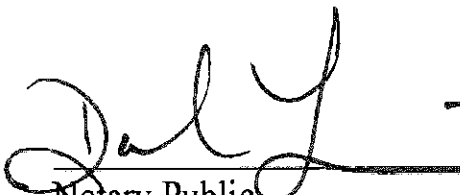
[Signatures continue on the following page]

[Remainder of page intentionally left blank]

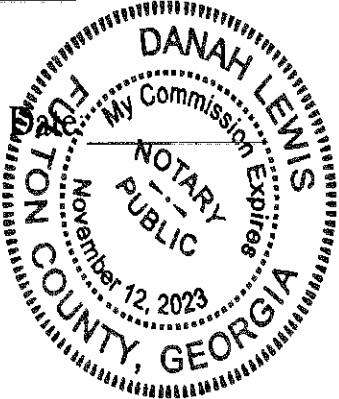
[Signatures continued from the previous page]

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

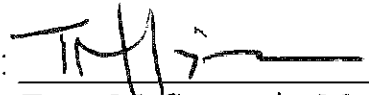
Commission Expiration Date
[NOTARIAL SEAL]
11/12/2023



GRANTOR (continued):

VCP Kennesaw II, LLC,
a Georgia limited liability company, as to an undivided 11.695% interest

By: Varden Capital Properties, LLC,
a Florida limited liability company,
its Manager

By:  (SEAL)
Trace McCreary, its Manager

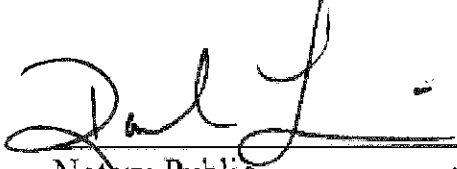
[Signatures continue on the following page]

[Remainder of page intentionally left blank]

[Signatures continued from the previous page]

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

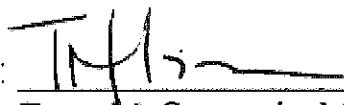
Commission Expiration Date:
[NOTARIAL SEAL]
11/12/2023



GRANTOR (continued):

VCP Kennesaw ASR, LLC,
a Georgia limited liability company, as to an undivided 0.988% interest,

By: ASR Investments, LLC,
a Florida limited liability company,
its Manager

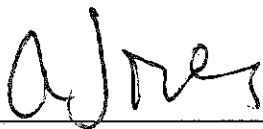
By:  (SEAL)
Trace McCreary, its Manager

[Signatures continue on the following page]

[Remainder of page intentionally left blank]

[Signatures continued from the previous page]

Signed, sealed and delivered in the presence of:


Unofficial Witness

GRANTOR (continued):

VCP Kennesaw 133, LLC,
a Georgia limited liability company

By: 
Name: Trace McCreary
Title: Authorized Person


Notary Public

Commission Expiration Date: 11/12/2023
[NOTARIAL SEAL]



~~Signatures~~ continue on the following page]

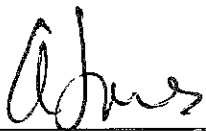
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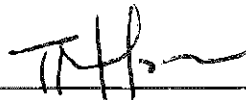
Signed, sealed and delivered in the presence of:

GRANTOR (continued):

VCP Kennesaw CAR, LLC, a Georgia limited liability company



Unofficial Witness

By: 

Name: Trace McCreary
Title: Authorized Person



Notary Public

Commission Expiration Date: 11/12/2023
[NOTARIAL SEAL]

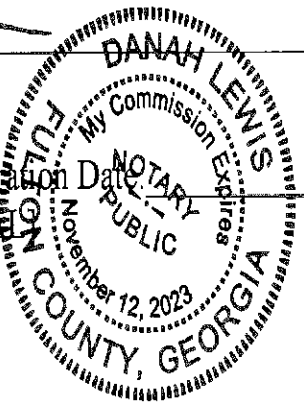


EXHIBIT "A"
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR SET AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF MCCOLLUM PARKWAY (VARIABLE RIGHT OF WAY) AND EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY) SOUTH 07 DEGREES 05 MINUTES 11 SECONDS 209.53 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 82 DEGREES 18 MINUTES 07 SECONDS EAST 114.49 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 82 DEGREES 39 MINUTES 54 SECONDS EAST 182.88 FEET TO A ONE-INCH OPEN TOP FOUND AT THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86); SOUTH 00 DEGREES 14 MINUTES 02 SECONDS WEST 100.14 FEET TO A ONE-INCH OPEN TOP FOUND AT THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86); SOUTH 01 DEGREES 01 MINUTES 09 SECONDS WEST 126.22 FEET TO A ONE-INCH OPEN TOP FOUND AT THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86); SOUTH 00 DEGREES 36 MINUTES 37 SECONDS WEST 100.32 FEET TO A #5 REBAR FOUND AT THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86); SOUTH 00 DEGREES 48 MINUTES 55 SECONDS WEST 96.04 FEET TO A #4 REBAR FOUND 0.1 FEET WEST OF THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28); SOUTH 00 DEGREES 38 MINUTES 15 SECONDS WEST 103.34 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28); SOUTH 00 DEGREES 37 MINUTES 53 SECONDS WEST 100.18 FEET TO A #4 REBAR SET ON THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28);

THENCE LEAVING THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28); NORTH 78 DEGREES 59 MINUTES 16 SECONDS WEST 228.20 FEET TO A #4 REBAR SET ON THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING SAID RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); NORTH 78 DEGREES 59 MINUTES 18 SECONDS WEST 42.57 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 07 DEGREES 28 MINUTES 37 SECONDS EAST 53.07 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY) AND THE NORTHERLY RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING SAID RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY); SOUTH 03 DEGREES 24 MINUTES 19 SECONDS EAST 40.91 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY) AND THE SOUTHERLY RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 02 DEGREES 27 MINUTES 58 SECONDS EAST 100.00 FEET TO A #4 REBAR FOUND ON THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 02 DEGREES 46 MINUTES 07 SECONDS EAST 306.54 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE LEAVING THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); NORTH 67 DEGREES 34 MINUTES 14 SECONDS WEST 131.42 FEET TO A #5 REBAR FOUND 1.9 FEET NORTHWEST OF THE PROPERTY LINE OF NOW OR FORMERLY DAVID SMITH (D.B. 15330 PG. 6157);

THENCE NORTH 41 DEGREES 30 MINUTES 48 SECONDS WEST 104.74 FEET TO A #5 REBAR FOUND 0.2 FEET SOUTHWEST OF THE PROPERTY LINE OF NOW OR FORMERLY DAVID SMITH (D.B. 15330 PG. 6157);

THENCE NORTH 40 DEGREES 18 MINUTES 11 SECONDS WEST 30.01 FEET TO A #4 REBAR SET AT THE COMMON PROPERTY LINE OF NOW OR FORMERLY DAVID SMITH (D.B. 15330 PG. 6157) AND NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573);

THENCE NORTH 15 DEGREES 00 MINUTES 29 SECONDS WEST 67.83 FEET TO A #4 REBAR SET AT THE COMMON PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573) AND NOW OR FORMERLY CITY OF KENNESAW (P.B. 16, PG. 196);

THENCE SOUTH 46 DEGREES 38 MINUTES 32 SECONDS WEST 91.68 FEET TO A #4 REBAR SET AT THE COMMON PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573) AND NOW OR FORMERLY CITY OF KENNESAW (P.B. 16, PG. 196);

THENCE SOUTH 08 DEGREES 10 MINUTES 05 SECONDS WEST 119.15 FEET TO A #4 REBAR SET AT THE NORTHERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY) AND THE PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573);

THENCE TRAVERSING SAID RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY); SOUTH 45 DEGREES 28 MINUTES 47 SECONDS WEST 44.04 FEET TO A #4 REBAR SET AT THE WESTERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY); SOUTH 01 DEGREES 51 MINUTES 35 SECONDS WEST 200.00 FEET TO A ¾ INCH CRIMP TOP FOUND AT THE WESTERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY) AND THE PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573);

THENCE LEAVING THE WESTERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY) AND FOLLOWING ALONG THE PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573); SOUTH 88 DEGREES 09 MINUTES 35 SECONDS WEST 158.51 FEET TO A #4 REBAR FOUND ON THE PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573);

THENCE NORTH 42 DEGREES 35 MINUTES 14 SECONDS WEST 207.49 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING THE RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

NORTH 42 DEGREES 35 MINUTES 14 SECONDS WEST 59.73 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY) AND THE SOUTHERLY RIGHT OF WAY OF ROCKSPRING DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); NORTH 01 DEGREES 00 MINUTES 24 SECONDS EAST 204.75 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE LEAVING THE WESTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); NORTH 84 DEGREES 01 MINUTES 17 SECONDS WEST 215.31 FEET TO A #5 REBAR FOUND 1.0 FEET NORTHEAST OF PROPERTY LINE;

THENCE NORTH 09 DEGREES 44 MINUTES 23 SECONDS EAST 99.78 FEET TO A #4 REBAR FOUND;

THENCE NORTH 09 DEGREES 44 MINUTES 31 SECONDS EAST 98.35 FEET TO A #5 REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING THE RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY); NORTH 17 DEGREES 10 MINUTES 55 SECONDS EAST 40.27 FEET TO A #4 REBAR FOUND ON THE NORTHERLY RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY);

THENCE NORTH 17 DEGREES 58 MINUTES 12 SECONDS EAST 226.51 FEET TO A POINT;

THENCE NORTH 68 DEGREES 01 MINUTES 14 SECONDS WEST 30.27 FEET TO A POINT;

THENCE NORTH 39 DEGREES 21 MINUTES 19 SECONDS EAST 40.25 FEET TO A POINT;

THENCE NORTH 38 DEGREES 55 MINUTES 20 SECONDS EAST 308.99 FEET TO A POINT;

THENCE SOUTH 53 DEGREES 27 MINUTES 13 SECONDS EAST 75.95 FEET TO A POINT;

THENCE NORTH 42 DEGREES 48 MINUTES 22 SECONDS EAST 277.21 FEET TO A POINT;

THENCE SOUTH 45 DEGREES 29 MINUTES 52 SECONDS EAST 123.87 FEET TO A #4 REBAR FOUND AND THE

NORTHEASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE NORTHEASTERLY RIGHT OF WAY OF RUSSELL

DRIVE (40' RIGHT OF WAY); NORTH 48 DEGREES 27 MINUTES 19 SECONDS EAST 66.01 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);
 THENCE FOLLOWING ALONG THE NORTHEASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); NORTH 48 DEGREES 33 MINUTES 51 SECONDS EAST 17.88 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE NORTHERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 60.58 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, AND BEING SUBTENDED BY A CHORD OF 59.66 FEET AT NORTH 64 DEGREES 33 MINUTES 40 SECONDS EAST TO A POINT ON THE NORTHERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE NORTHERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

NORTH 82 DEGREES 03 MINUTES 46 SECONDS EAST 47.53 FEET TO A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY) AND THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING THE RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 86 DEGREES 21 MINUTES 15 SECONDS EAST 40.71 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 21.95 ACRES (956,192 SQUARE FEET), MORE OR LESS.

TOGETHER WITH:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE 435.0 FEET NORTHERLY FROM THE NORTHEAST INTERSECTION OF POPLAR DRIVE AND RUSSELL DRIVE;
 RUNNING THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE A DISTANCE OF 138.0 FEET TO AN IRON PIN; RUNNING THENCE SOUTH 46 DEGREES 48 MINUTES EAST A DISTANCE OF 137.59 FEET TO AN IRON PIN; RUNNING THENCE SOUTHWESTERLY ALONG PROPERTY NOW OR FORMERLY OWNED BY L.C. CHALKER A DISTANCE OF 70.0 FEET TO AN IRON PIN; RUNNING THENCE IN A WESTERLY DIRECTION A DISTANCE OF 168.0 FEET TO AN IRON PIN ON THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE AT THE POINT OF BEGINNING. THIS TRACT OF LAND IS ALSO KNOWN AS LOT #33 IN L. C. CHALKER'S MOBILE HOME VILLAGE.

LESS AND EXCEPT THE FOLLOWING TRACTS OR PARCELS:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA, AND BEING PORTIONS OF THE RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY), RUSSELL DRIVE (40' RIGHT OF WAY), POPLAR DRIVE (40' RIGHT OF WAY), ROCKSPRING DRIVE (40' RIGHT OF WAY) AND PINE DRIVE (40' RIGHT OF WAY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR SET AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF MCCOLLUM PARKWAY (VARIABLE RIGHT OF WAY) AND EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 07 DEGREES 05 MINUTES 11 SECONDS 209.53 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 06 DEGREES 12 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 99.82 FEET TO A POINT;

THENCE SOUTH 04 DEGREES 29 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 125.50 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 06 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 97.19 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 06 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 100.00 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 06 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 100.00 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 20 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 102.04 FEET TO A #4 REBAR SET;

THENCE NORTH 78 DEGREES, 59 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 42.57 FEET TO A POINT;

THENCE NORTH 07 DEGREES 28 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 49.53 FEET TO A POINT;

THENCE NORTH 07 DEGREES 28 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 36.81 FEET TO A POINT;

THENCE NORTH 06 DEGREES 26 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 62.74 FEET TO A POINT;

THENCE NORTH 06 DEGREES 26 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 37.87 FEET TO A POINT;

THENCE NORTH 05 DEGREES 34 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 99.74 FEET TO A POINT;

THENCE NORTH 05 DEGREES 43 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 65.64 FEET TO A POINT;

THENCE NORTH 05 DEGREES 41 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 36.51 FEET TO A POINT;

THENCE NORTH 03 DEGREES 52 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 68.65 FEET TO A POINT;

THENCE NORTH 05 DEGREES 55 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 119.99 FEET TO A POINT;

THENCE SOUTH 83 DEGREES 36 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 44.90 FEET TO A POINT;

THENCE SOUTH 62 DEGREES 27 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 57.50 FEET TO A POINT;

THENCE SOUTH 41 DEGREES 23 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 112.79 FEET TO A POINT;

THENCE SOUTH 41 DEGREES 20 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 39.93 FEET TO A POINT;

THENCE SOUTH 43 DEGREES 07 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 5.64 FEET TO A POINT;

THENCE SOUTH 42 DEGREES 34 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 124.10 FEET TO A POINT;

THENCE SOUTH 41 DEGREES 02 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 229.78 FEET TO A POINT;

THENCE SOUTH 38 DEGREES 04 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 11.52 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 430.00 FEET AND AN ARC LENGTH OF 133.53

FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33 DEGREES 01 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 133.00 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 32 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 53.95 FEET TO A POINT;

THENCE SOUTH 16 DEGREES 56 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 13.62 FEET TO A POINT;

THENCE SOUTH 87 DEGREES 43 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 155.05 FEET TO A POINT;

THENCE SOUTH 87 DEGREES 18 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 247.66 FEET TO A POINT;

THENCE SOUTH 86 DEGREES 59 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 5.46 FEET TO A POINT;

THENCE SOUTH 87 DEGREES 09 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 196.53 FEET TO A POINT;

THENCE SOUTH 03 DEGREES 24 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 40.91 FEET TO A POINT;

THENCE NORTH 87 DEGREES 12 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 217.80 FEET TO A POINT;

THENCE NORTH 86 DEGREES 57 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 236.21 FEET TO A #4 REBAR SET;

THENCE NORTH 87 DEGREES 55 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 157.29 FEET TO A POINT;

THENCE SOUTH 85 DEGREES 21 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 7.25 FEET TO A POINT;

THENCE SOUTH 02 DEGREES 29 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 93.14 FEET TO A POINT;

THENCE SOUTH 02 DEGREES 40 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 115.01 FEET TO A POINT;

THENCE SOUTH 01 DEGREES 18 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 195.38 FEET TO A POINT;

THENCE NORTH 86 DEGREES 51 MINUTES 35 SECONDS EAST FOR A DISTANCE OF

181.89 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 12 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 157.82 FEET TO A #4 REBAR SET;

THENCE SOUTH 45 DEGREES 28 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 44.04 FEET TO A #4 REBAR SET;

THENCE SOUTH 88 DEGREES 09 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 304.00 FEET TO A POINT;

THENCE SOUTH 02 DEGREES 00 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 42.48 FEET TO A POINT;

THENCE NORTH 42 DEGREES 35 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 59.73

FEET TO A POINT;

THENCE NORTH 01 DEGREES 00 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 204.75 FEET TO A POINT;

THENCE NORTH 01 DEGREES 35 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 198.95 FEET TO A POINT;

THENCE NORTH 02 DEGREES 28 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 101.86 FEET TO A POINT;

THENCE SOUTH 85 DEGREES 16 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 189.33 FEET TO A #5 REBAR FOUND;

THENCE NORTH 17 DEGREES 10 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 40.27 FEET TO A #4 REBAR FOUND;

THENCE NORTH 84 DEGREES 38 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 183.26 FEET TO A POINT

THENCE NORTH 18 DEGREES 18 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 63.97 FEET TO A POINT;

THENCE NORTH 26 DEGREES 20 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 74.11 FEET TO A POINT;

THENCE NORTH 34 DEGREES 48 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 64.79 FEET TO A POINT;

THENCE NORTH 41 DEGREES 28 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 70.19 FEET TO A POINT;

THENCE NORTH 42 DEGREES 08 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 70.31 FEET TO A POINT;

THENCE NORTH 61 DEGREES 50 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 190.03 FEET TO A POINT;

THENCE NORTH 53 DEGREES 56 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 18.30 FEET TO A POINT;

THENCE NORTH 38 DEGREES 55 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 41.26 FEET TO A POINT;

THENCE SOUTH 54 DEGREES 07 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 22.20 FEET TO A POINT;

THENCE SOUTH 62 DEGREES 30 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 182.70 FEET TO A POINT;

THENCE NORTH 41 DEGREES 54 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 76.56 FEET TO A POINT;

THENCE NORTH 41 DEGREES 54 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 71.08 FEET TO A POINT;

THENCE NORTH 43 DEGREES 36 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 93.40 FEET TO A POINT;

THENCE NORTH 39 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 71.76 FEET TO A #4 REBAR FOUND;

THENCE NORTH 48 DEGREES 27 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 66.01 FEET TO A POINT;

THENCE NORTH 48 DEGREES 33 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 17.88 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 60.58

FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 64 DEGREES 33 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 59.66 FEET TO A POINT;

THENCE NORTH 82 DEGREES 03 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 47.53 FEET TO A POINT; THENCE SOUTH 86 DEGREES 21 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 40.71 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE EASTERLY

RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT CONTAINS 3.07 ACRES.

FURTHER LESS AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND OF LAND LYING AND BEING ON LAND LOT 99, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA AND BEING LOTS 35 AND 36 IN L. C. CHALKER'S MOBILE HOME VILLAGE, UNIT ONE, AS SURVEYED IN OCTOBER 1957, BY R. T. WEAVER, SURVEYOR, AS RECORDED IN PLAT BOOK 16, PAGE 196, COBB COUNTY CLERK OF SUPERIOR COURT, BEING COBB COUNTY TAX PARCEL 20009900430 AND KNOW AS 3532 RUSSELL DRIVE.

FURTHER LESS AND EXCEPT

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF GRANT DRIVE (40' RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY OF POPLAR DRIVE (40' RIGHT-OF-WAY);

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF POPLAR DRIVE, NORTH 87 DEGREES 12 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 217.80 FEET TO A #4 REBAR SET, SAID POINT BEING THE TRUE POINT OF BEGINNING:

THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 99.79 FEET TO A #3 REBAR FOUND;

THENCE SOUTH 02 DEGREES 19 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 100.10 FEET TO A #4 REBAR SET;

THENCE SOUTH 46 DEGREES 32 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 91.55 FEET TO A #4 REBAR SET;

THENCE NORTH 80 DEGREES 46 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 169.00 FEET TO A #4 REBAR SET;

THENCE NORTH 01 DEGREES 42 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 47.20 FEET TO A #4 REBAR SET;

THENCE NORTH 88 DEGREES 52 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 23.63 FEET TO A #4 REBAR SET;

THENCE NORTH 03 DEGREES 05 MINUTES 56 SECONDS EAST FOR A DISTANCE OF
200.74 FEET TO A #4 REBAR SET ON

THE SOUTHERLY RIGHT-OF-WAY OF POPLAR DRIVE;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF POPLAR DRIVE, SOUTH 86
DEGREES 57 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 236.21 FEET TO A #4
REBAR SET, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.39 ACRES.

After recording, return to:

Schulten Ward Turner & Weiss, LLP

260 Peachtree Street, Suite 2700

Atlanta, GA 30303

Attn: Aimee D. LaTourette

Re: 2804.447 /

Parcel Id No.: A portion of 20009900600; 20009900680; 20009900700

STATE OF GEORGIA

COUNTY OF Cobb

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 8th day of October, 2021, by and between **EAST PARK JV, LLC**, a Georgia limited liability company (collectively, hereinafter referred to as "*Grantor*") and **VCP Kennesaw, LLC**, a Georgia limited liability company (hereinafter referred to as "*Grantee*") ("*Grantor*" and "*Grantee*" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, Cobb County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "*Land*").

TOGETHER WITH all buildings and improvements thereon (the "*Improvements*"), and all appurtenances thereof, including easements and rights-of-way relating thereto, and without warranty, all right, title and interest, if any, of Seller in and to the land lying within any street or roadway adjoining the real property and any vacated or hereafter vacated street or valley adjoining the real property (the foregoing, together with the Land, are herein referred to as the "*Property*").

This conveyance is made subject to all covenants, conditions, liens, restrictions, reservations and easements of record, as more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof ("*Permitted Encumbrances*").

TO HAVE AND TO HOLD the Property, together 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 Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee, its successors and assigns, against the claims of all persons claiming by, through, or under Grantor, but not otherwise.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has hereunto caused this Indenture to be executed under seal as of the date and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

EAST PARK JV, LLC,
a Georgia limited liability company

By: Varden Capital Properties, LLC,
a Florida limited liability company,
its Manager

By: THM (SEAL)
Trace McCreary, its Manager

[Signature]
Unofficial Witness

[Signature]
Notary Public

Commission Expiration
[NOTARIAL SEAL]
11/12/2023



EXHIBIT "A"
Legal Description

PARCEL 1 (Midrise Tract 4A):

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;

Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);

Thence leaving said intersection and following along said Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set;

Thence South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set;

Thence South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set at the proposed limits of the abandoned Westerly Right of Way Line of Grant Drive;

Thence leaving said Westerly Right of Way Line of Grant Drive and following along said proposed limits of the abandoned Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found at the proposed limits of the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set;

Thence North 89 degrees 16 minutes 37 seconds West 57.35 feet to a #4 rebar set;

Thence North 75 degrees 58 minutes 47 seconds West 429.19 feet to a #4 rebar set;

Thence South 14 degrees 01 minutes 13 seconds West 53.69 feet to a #4 rebar set;

Thence North 71 degrees 47 minutes 33 seconds West 190.32 feet to a #4 rebar set on the proposed limits of the abandoned Southeasterly Right of Way Line of Russell Drive (Public, 40' R/W);
 Thence leaving said Southeasterly Right of Way Line of Russell Drive and following along said proposed limits of the abandoned Right of Way Line of Russell Drive the following courses and distances:

North 48 degrees 05 minutes 17 seconds West 23.50 feet to a #4 rebar set;

Thence North 48 degrees 05 minutes 17 seconds West 20.90 feet to a #4 rebar set on the proposed limits of the abandoned Northwesterly Right of Way Line of Russell Drive;

Thence following along said Northwesterly Right of Way Line of Russell Drive South 41 degrees 50 minutes 07 seconds West 4.01 feet to a #4 rebar set at the intersection of the Northwesterly Right of Way Line of Russell Drive and the Northeasterly Right of Way Line of Pine Drive (Public, 40' R/W);

Thence leaving said intersection and following along said Northeasterly Right of Way Line of Pine Drive the following courses and distances:

North 62 degrees 30 minutes 53 seconds West 182.70 feet to a #4 rebar set;

Thence North 54 degrees 51 minutes 50 seconds West 42.63 feet to a #4 rebar set;

Thence leaving said Northeasterly Right of Way Line of Pine Drive North 41 degrees 31 minutes 44 seconds East 148.03 feet to a #4 rebar set;

Thence North 03 degrees 28 minutes 16 seconds West 13.80 feet to a #4 rebar set;

Thence North 86 degrees 31 minutes 44 seconds East 298.05 feet to a #4 rebar set;

Thence North 03 degrees 28 minutes 16 seconds West 31.82 feet to a #4 rebar set;

Thence North 86 degrees 31 minutes 44 seconds East 95.71 feet to a #4 rebar set;

Thence North 03 degrees 26 minutes 43 seconds West 235.51 feet to a #4 rebar set on the existing Southerly Right of Way Line of McCollum Parkway, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 6.19 Acres more or less.

TOGETHER WITH:

Parcel 2 (Midrise Tract 4B):

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;

Thence North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;
 Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection
 of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of
 Way Line of Grant Drive (Public, 40' R/W);
 Thence leaving said intersection and following along said Westerly Right of Way Line of Grant
 Drive the following courses and distances:
 South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set;
 Thence South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set;
 Thence South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set at the proposed
 limits of the abandoned Westerly Right of Way Line of Grant Drive;
 Thence leaving said Westerly Right of Way Line of Grant Drive and following along said proposed
 limits of the abandoned Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds
 East 41.98 feet to a 1/2" open top pipe found at the proposed limits of the abandoned Easterly
 Right of Way Line of Grant Drive;
 Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41
 seconds East 286.33 feet to a 1" open top pipe found;
 Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;
 Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;
 Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set;
 Thence North 89 degrees 16 minutes 37 seconds West 57.35 feet to a #4 rebar set;
 Thence North 75 degrees 58 minutes 47 seconds West 429.19 feet to a #4 rebar set;
 Thence South 14 degrees 01 minutes 13 seconds West 53.69 feet to a #4 rebar set;
 Thence South 26 degrees 38 minutes 38 seconds West 124.00 feet to a #4 rebar set;
 Thence North 74 degrees 32 minutes 39 seconds West 59.17 feet to a #4 rebar set;
 Thence North 74 degrees 32 minutes 39 seconds West 169.49 feet to a 1" open top pipe found on
 the proposed limits of the abandoned Southeasterly Right of Way Line of Russell Drive (Public,
 40' R/W),
 said point being the TRUE POINT OF BEGINNING.

Thence leaving said proposed limits of abandoned Southeasterly Right of Way Line of Russell
 Drive South 36 degrees 16 minutes 27 seconds West 19.97 feet to a #4 rebar set;
 Thence South 13 degrees 43 minutes 13 seconds West 27.28 feet to a #4 rebar set;
 Thence North 76 degrees 03 minutes 30 seconds West 132.60 feet to a #4 rebar set;
 Thence along a curve turning to the right with an arc length of 136.97 feet, with a radius of 770.00
 feet, subtended by a chord of 136.79 feet, with a chord bearing of North 70 degrees 58 minutes 01
 seconds West to a #4 rebar set;
 Thence North 65 degrees 52 minutes 15 seconds West 3.43 feet to a #4 rebar set;
 Thence North 26 degrees 11 minutes 49 seconds East 102.47 feet to a #4 rebar set;
 Thence along a curve turning to the right with an arc length of 41.61 feet, with a radius of 155.50
 feet, subtended by a chord of 41.49 feet, with a chord bearing of North 33 degrees 51 minutes 46
 seconds East to a #4 rebar set;
 Thence North 41 degrees 31 minutes 44 seconds East 70.04 feet to a #4 rebar set on the
 Southwesterly Right of Way Line of Pine Drive (Public, 40' R/W);
 Thence following along said Southwesterly Right of Way Line of Pine Drive the following courses
 and distances:
 South 54 degrees 18 minutes 06 seconds East 40.05 feet to a #4 rebar set;

Thence South 61 degrees 50 minutes 49 seconds East 190.03 feet to a #4 rebar set at the intersection of said Southwesterly Right of Way Line of Pine Drive and the Northwesterly Right of Way Line of Russell Drive (Public, 40' R/W);

Thence leaving said intersection and following along said Northwesterly Right of Way Line of Russell Drive the following courses and distances:

South 42 degrees 08 minutes 25 seconds West 70.31 feet to a #4 rebar set;

Thence South 41 degrees 28 minutes 24 seconds West 28.96 feet to a #4 rebar set on the proposed limits of the abandoned Northwesterly Right of Way Line of Russell Drive;

Thence leaving said Northwesterly Right of Way Line of Russell Drive and following along the proposed limits of the abandoned Right of Way Line of Russell Drive the following courses and distances:

South 48 degrees 31 minutes 36 seconds East 20.69 feet to a #4 rebar set;

Thence South 48 degrees 31 minutes 36 seconds East 20.57 feet to a #4 rebar set on the proposed limits of the abandoned Southeasterly Right of Way Line of Russell Drive, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 1.04 Acres more or less.

FURTHER TOGETHER WITH:

PARCEL 3 (Garden Tract 5):

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;

North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;

Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);

Thence leaving said intersection and following along said Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set;

Thence South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set;

Thence South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set at the proposed limits of the abandoned Westerly Right of Way Line of Grant Drive;

Thence leaving said Westerly Right of Way Line of Grant Drive and following along said proposed limits of the abandoned Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found at the proposed limits of the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence South 00 degrees 48 minutes 55 seconds West 4.85 feet to a #4 rebar found;

Thence South 00 degrees 38 minutes 15 seconds West 103.34 feet to a 1/2" open top pipe found;

Thence South 00 degrees 37 minutes 53 seconds West 100.18 feet to a #4 rebar set;

Thence North 78 degrees 59 minutes 16 seconds West 228.20 feet to a #4 rebar set on the proposed limits of the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive and following along said proposed limits of the abandoned Right of Way Line of Grant Drive North 78 degrees 59 minutes 18 seconds West 42.57 feet to a #4 rebar set on the Westerly Right of Way Line of Grant Drive;

Thence following along said Westerly Right of Way Line of Grant Drive South 07 degrees 28 minutes 37 seconds East 53.07 feet to a #4 rebar set at the intersection of the Westerly Right of Way Line of Grant Drive and the proposed limits of the abandoned Northerly Right of Way Line of Poplar Drive;

Thence leaving said intersection and following along said proposed limits of the abandoned Right of Way Line of Poplar Drive and the Westerly Right of Way Line of Grant Drive South 03 degrees 24 minutes 19 seconds East 40.91 feet to a #4 rebar set at the intersection of the Westerly Right of Way Line of Grant Drive and the proposed limits of the abandoned Southerly Right of Way Line of Poplar Drive;

Thence leaving said intersection and continuing along said Westerly Right of Way Line of Grant Drive the following courses and distances:

South 02 degrees 27 minutes 58 seconds East 100.00 feet to a #4 rebar found;

Thence South 02 degrees 46 minutes 07 seconds East 306.54 feet to a 1/2" open top pipe found;

Thence leaving said Westerly Right of Way Line of Grant Drive North 67 degrees 34 minutes 14 seconds West 131.42 feet to a #5 rebar found;

Thence North 41 degrees 30 minutes 48 seconds West 104.74 feet to a #5 rebar found;

Thence North 40 degrees 18 minutes 11 seconds West 30.01 feet to a #4 rebar set;

Thence North 15 degrees 00 minutes 40 seconds West 67.83 feet to a #4 rebar set;

Thence South 46 degrees 38 minutes 32 seconds West 91.68 feet to a #4 rebar set;

Thence South 08 degrees 10 minutes 05 seconds West 119.15 feet to a #4 rebar set at the intersection of the proposed limits of the abandoned Northerly Right of Way Line of Rockspring Drive and the Easterly Right of Way Line of Branch Drive (Public, 40' R/W);

Thence leaving said intersection and following along said proposed limits of the abandoned Right of Way Line of Rockspring Drive and the Westerly Right of Way Line of Branch Drive South 45 degrees 28 minutes 47 seconds West 44.04 feet to a #4 rebar set at the intersection of the proposed limits of the abandoned Southerly Right of Way Line of Rockspring Drive and the Westerly Right of Way Line of Branch Drive;

Thence leaving said intersection and following along said Westerly Right of Way Line of Branch Drive South 01 degrees 51 minutes 35 seconds West 159.92 feet to a #4 rebar set;
 Thence leaving said Westerly Right of Way Line of Branch Drive South 88 degrees 09 minutes 35 seconds West 345.13 feet to a #4 rebar set;
 Thence South 88 degrees 09 minutes 35 seconds West 33.41 feet to a #4 rebar set;
 Thence North 01 degrees 41 minutes 52 seconds West 141.52 feet to a #4 rebar set;
 Thence North 88 degrees 18 minutes 08 seconds East 24.48 feet to a #4 rebar set;
 Thence North 00 degrees 31 minutes 47 seconds West 207.02 feet to a #4 rebar set;
 Thence North 72 degrees 01 minutes 48 seconds West 60.56 feet to a #4 rebar set;
 Thence South 89 degrees 11 minutes 32 seconds West 150.25 feet to a #4 rebar set;
 Thence North 00 degrees 48 minutes 28 seconds West 64.48 feet to a #4 rebar set;
 Thence North 18 degrees 09 minutes 48 seconds East 164.09 feet to a #4 rebar found on the proposed limits of the abandoned Southerly Right of Way Line of Poplar Drive;
 Thence leaving said Southerly Right of Way Line of Poplar Drive and following along said proposed limits of the abandoned Right of Way Line of Poplar Springs North 17 degrees 10 minutes 55 seconds East 40.27 feet to a #4 rebar found on the proposed limits of the abandoned Northerly Right of Way Line of Poplar Drive;
 Thence leaving said Northerly Right of Way Line of Poplar Drive North 17 degrees 58 minutes 12 seconds East 90.01 feet to a 1" crimp top pipe found;
 Thence North 17 degrees 58 minutes 12 seconds East 88.16 feet to a #4 rebar set;
 Thence running along a curve turning to the left with an arc length of 120.29 feet, with a radius of 830.00 feet, subtended by a chord of 120.18 feet, with a chord bearing of South 71 degrees 54 minutes 40 seconds East to a #4 rebar set;
 Thence South 76 degrees 03 minutes 30 seconds East 242.36 feet to a #4 rebar set;
 Thence running along a curve turning to the left with an arc length of 97.73 feet, with a radius of 194.00 feet, subtended by a chord of 96.70 feet, with a chord bearing of North 89 degrees 35 minutes 16 seconds East to a #4 rebar set;
 Thence North 75 degrees 09 minutes 19 seconds East 1.98 feet to a #4 rebar set;
 Thence North 14 degrees 50 minutes 41 seconds West 60.00 feet to a #4 rebar set;
 Thence North 15 degrees 27 minutes 21 seconds East 23.77 feet to a #4 rebar set;
 Thence South 74 degrees 32 minutes 39 seconds East 59.17 feet to a #4 rebar set;
 Thence North 26 degrees 38 minutes 50 seconds East 124.00 feet to a #4 rebar set;
 Thence North 14 degrees 01 minutes 13 seconds East 53.69 feet to a #4 rebar set;
 Thence South 75 degrees 58 minutes 47 seconds East 429.19 feet to a #4 rebar set;
 Thence South 89 degrees 16 minutes 37 seconds East 57.35 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 13.43 Acres more or less.

LESS AND EXCEPT FROM PARCELS 1, 2 & 3:

(Park Tract)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF GRANT DRIVE (40' RIGHT-OF-WAY) AND THE SOUTHERLY RIGHT-OF-WAY OF POPLAR DRIVE (40' RIGHT-OF-WAY);
 THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF POPLAR DRIVE, NORTH 87 DEGREES 12 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 217.80 FEET TO A #4 REBAR SET, SAID POINT BEING THE TRUE POINT OF BEGINNING;
 THENCE SOUTH 02 DEGREES 42 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 99.79 FEET TO A #3 REBAR FOUND;
 THENCE SOUTH 02 DEGREES 19 MINUTES 06 SECONDS EAST FOR A DISTANCE OF 100.10 FEET TO A #4 REBAR SET;
 THENCE SOUTH 46 DEGREES 32 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 91.55 FEET TO A #4 REBAR SET;
 THENCE NORTH 80 DEGREES 46 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 169.00 FEET TO A #4 REBAR SET;
 THENCE NORTH 01 DEGREES 42 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 47.20 FEET TO A #4 REBAR SET;
 THENCE NORTH 88 DEGREES 52 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 23.63 FEET TO A #4 REBAR SET;
 THENCE NORTH 03 DEGREES 05 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 200.74 FEET TO A #4 REBAR SET ON THE SOUTHERLY RIGHT-OF-WAY OF POPLAR DRIVE;
 THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY OF POPLAR DRIVE, SOUTH 86 DEGREES 57 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 236.21 FEET TO A #4 REBAR SET, SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT CONTAINS 1.39 ACRES.

FURTHER LESS AND EXCEPT FROM PARCELS 1, 2 & 3:

(Park Driveway)

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at a ¾" open top pipe found at the intersection of the southeasterly right-of-way of Cherokee Street (a variable right-of-way) and the south right-of-way of Rockspring Drive (40' right-of-way);

Thence following along the southeasterly right-of-way of Cherokee Street North 02 degrees 09 minutes 00 seconds West for a distance of 39.98 feet to a point located north right-of-way of Rockspring Drive; Thence along the north right-of-way of Rockspring Drive the following courses and distances:

North 89 degrees 44 minutes 19 seconds East for a distance of 222.62 feet to a point;

South 88 degrees 00 minutes 12 seconds East for a distance of 156.08 feet to a #5 rebar found at the intersection of said north right-of-way and the west right-of-way of Russell Drive (40' right-of-way);

Thence leaving said intersection and right of ways South 89 degrees 36 minutes 31 seconds East for a distance of 38.93 feet to a point at the intersection of said north right-of-way and the east right-of-way of Russell Drive;
 Thence leaving said intersection and following along said north right-of-way North 86 degrees 51 minutes 35 seconds East for a distance of 165.01 feet to a point at the intersection of said north right-of-way and the west right-of-way of an Unnamed Alley (Variable Width), said point being the Point of Beginning.

Thence leaving said intersection and following along said west right-of-way North 01 degrees 11 minutes 44 seconds East for a distance of 188.67 feet to a point at the terminus of said west right-of-way;

Thence leaving said west right-of-way and along said terminus South 88 degrees 52 minutes 51 seconds East for a distance of 22.40 feet to a point at the terminus of the east right-of-way of Unnamed Alley;

Thence leaving said terminus and following along said east right-of-way the following courses and distances:

South 01 degrees 42 minutes 02 seconds West for a distance of 47.20 feet to a point;

Thence South 03 degrees 17 minutes 50 seconds West for a distance of 140.32 feet to a point at the intersection of said east right-of-way of Unnamed Alley and said north right-of-way of Rockspring Drive.

Thence leaving said intersection and following along the north right-of-way of Rockspring if extended in a straight line along the Unnamed Alley South 86 degrees 51 minutes 35 seconds West for a distance of 16.88 feet to the intersection of said north right-of-way and the west right-of-way of an Unnamed Alley (Variable Width), said point being the Point of Beginning.

Said tract contains 0.09 acres, 3778 s.f.

FURTHER LESS AND EXCEPT FROM PARCELS 1, 2 & 3:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR SET AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF MCCOLLUM PARKWAY (VARIABLE RIGHT OF WAY) AND EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY) SOUTH 07 DEGREES 05 MINUTES 11 SECONDS 209.53 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SAID POINT BEING THE POINT OF BEGINNING;

THENCE LEAVING THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF

WAY); SOUTH 82 DEGREES 18 MINUTES 07 SECONDS EAST 114.49 FEET TO A #4 REBAR FOUND;

THENCE SOUTH 82 DEGREES 39 MINUTES 54 SECONDS EAST 182.88 FEET TO A ONE-INCH OPEN TOP FOUND AT THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86); SOUTH 00 DEGREES 14 MINUTES 02 SECONDS WEST 100.14 FEET TO A ONE-INCH OPEN TOP FOUND AT THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86); SOUTH 01 DEGREES 01 MINUTES 09 SECONDS WEST 126.22 FEET TO A ONE-INCH OPEN TOP FOUND AT THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86); SOUTH 00 DEGREES 36 MINUTES 37 SECONDS WEST 100.32 FEET TO A #5 REBAR FOUND AT THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT I (P.B. 95, PAGE 86); SOUTH 00 DEGREES 48 MINUTES 55 SECONDS WEST 96.04 FEET TO A #4 REBAR FOUND 0.1 FEET WEST OF THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28); SOUTH 00 DEGREES 38 MINUTES 15 SECONDS WEST 103.34 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28);

THENCE FOLLOWING ALONG THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28); SOUTH 00 DEGREES 37 MINUTES 53 SECONDS WEST 100.18 FEET TO A #4 REBAR SET ON THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28);

THENCE LEAVING THE PROPERTY LINE OF KENNESAW STATION UNIT II (P.B. 99, PAGE 28); NORTH 78 DEGREES 59 MINUTES 16 SECONDS WEST 228.20 FEET TO A #4 REBAR SET ON THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING SAID RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); NORTH 78 DEGREES 59 MINUTES 18 SECONDS WEST 42.57 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40'

RIGHT OF WAY); SOUTH 07 DEGREES 28 MINUTES 37 SECONDS EAST 53.07 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY) AND THE NORTHERLY RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING SAID RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY); SOUTH 03 DEGREES 24 MINUTES 19 SECONDS EAST 40.91 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY) AND THE SOUTHERLY RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 02 DEGREES 27 MINUTES 58 SECONDS EAST 100.00 FEET TO A #4 REBAR FOUND ON THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 02 DEGREES 46 MINUTES 07 SECONDS EAST 306.54 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE LEAVING THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); NORTH 67 DEGREES 34 MINUTES 14 SECONDS WEST 131.42 FEET TO A #5 REBAR FOUND 1.9 FEET NORTHWEST OF THE PROPERTY LINE OF NOW OR FORMERLY DAVID SMITH (D.B. 15330 PG. 6157);

THENCE NORTH 41 DEGREES 30 MINUTES 48 SECONDS WEST 104.74 FEET TO A #5 REBAR FOUND 0.2 FEET SOUTHWEST OF THE PROPERTY LINE OF NOW OR FORMERLY DAVID SMITH (D.B. 15330 PG. 6157);

THENCE NORTH 40 DEGREES 18 MINUTES 11 SECONDS WEST 30.01 FEET TO A #4 REBAR SET AT THE COMMON PROPERTY LINE OF NOW OR FORMERLY DAVID SMITH (D.B. 15330 PG. 6157) AND NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573);

THENCE NORTH 15 DEGREES 00 MINUTES 29 SECONDS WEST 67.83 FEET TO A #4 REBAR SET AT THE COMMON PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573) AND NOW OR FORMERLY CITY OF KENNESAW (P.B. 16, PG. 196);

THENCE SOUTH 46 DEGREES 38 MINUTES 32 SECONDS WEST 91.68 FEET TO A #4 REBAR SET AT THE COMMON PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573) AND NOW OR FORMERLY CITY OF KENNESAW (P.B. 16, PG. 196);

THENCE SOUTH 08 DEGREES 10 MINUTES 05 SECONDS WEST 119.15 FEET TO A #4

REBAR SET AT THE NORTHERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY) AND THE PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573);

THENCE TRAVERSING SAID RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY); SOUTH 45 DEGREES 28 MINUTES 47 SECONDS WEST 44.04 FEET TO A #4 REBAR SET AT THE WESTERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY); SOUTH 01 DEGREES 51 MINUTES 35 SECONDS WEST 200.00 FEET TO A $\frac{3}{4}$ INCH CRIMP TOP FOUND AT THE WESTERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY) AND THE PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573);

THENCE LEAVING THE WESTERLY RIGHT OF WAY OF BRANCH DRIVE (40' RIGHT OF WAY) AND FOLLOWING ALONG THE PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573); SOUTH 88 DEGREES 09 MINUTES 35 SECONDS WEST 158.51 FEET TO A #4 REBAR FOUND ON THE PROPERTY LINE OF NOW OR FORMERLY JOHN D. BEST AND LORRAINE BEST (D.B. 14043 PG. 1573);

THENCE NORTH 42 DEGREES 35 MINUTES 14 SECONDS WEST 207.49 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING THE RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); NORTH 42 DEGREES 35 MINUTES 14 SECONDS WEST 59.73 FEET TO A POINT AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY) AND THE SOUTHERLY RIGHT OF WAY OF ROCKSPRING DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE WESTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); NORTH 01 DEGREES 00 MINUTES 24 SECONDS EAST 204.75 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE LEAVING THE WESTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); NORTH 84 DEGREES 01 MINUTES 17 SECONDS WEST 215.31 FEET TO A #5 REBAR FOUND 1.0 FEET NORTHEAST OF PROPERTY LINE;

THENCE NORTH 09 DEGREES 44 MINUTES 23 SECONDS EAST 99.78 FEET TO A #4 REBAR FOUND;

THENCE NORTH 09 DEGREES 44 MINUTES 31 SECONDS EAST 98.35 FEET TO A #5 REBAR FOUND ON THE SOUTHERLY RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING THE RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY); NORTH 17 DEGREES 10 MINUTES 55 SECONDS EAST 40.27 FEET TO A #4 REBAR FOUND ON THE NORTHERLY RIGHT OF WAY OF POPLAR DRIVE (40' RIGHT OF WAY);

THENCE NORTH 17 DEGREES 58 MINUTES 12 SECONDS EAST 226.51 FEET TO A POINT;

THENCE NORTH 68 DEGREES 01 MINUTES 14 SECONDS WEST 30.27 FEET TO A POINT;

THENCE NORTH 39 DEGREES 21 MINUTES 19 SECONDS EAST 40.25 FEET TO A POINT;

THENCE NORTH 38 DEGREES 55 MINUTES 20 SECONDS EAST 308.99 FEET TO A POINT;

THENCE SOUTH 53 DEGREES 27 MINUTES 13 SECONDS EAST 75.95 FEET TO A POINT;

THENCE NORTH 42 DEGREES 48 MINUTES 22 SECONDS EAST 277.21 FEET TO A POINT;

THENCE SOUTH 45 DEGREES 29 MINUTES 52 SECONDS EAST 123.87 FEET TO A #4 REBAR FOUND AND THE

NORTHEASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE NORTHEASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); NORTH 48 DEGREES 27 MINUTES 19 SECONDS EAST 66.01 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE NORTHEASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); NORTH 48 DEGREES 33 MINUTES 51 SECONDS EAST 17.88 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE NORTHERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY); ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 60.58 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, AND BEING SUBTENDED BY A CHORD OF 59.66 FEET AT NORTH 64 DEGREES 33 MINUTES 40 SECONDS EAST TO A POINT ON THE NORTHERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE NORTHERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT OF WAY);

NORTH 82 DEGREES 03 MINUTES 46 SECONDS EAST 47.53 FEET TO A POINT AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF RUSSELL DRIVE (40' RIGHT

OF WAY) AND THE WESTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE TRAVERSING THE RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 86 DEGREES 21 MINUTES 15 SECONDS EAST 40.71 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SAID POINT BEING THE POINT OF BEGINNING.

SAID TRACT OR PARCEL CONTAINS 21.95 ACRES (956,192 SQUARE FEET), MORE OR LESS.

FURTHER LESS AND EXCEPT FROM PARCELS 1, 2 & 3:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE 435.0 FEET NORTHERLY FROM THE NORTHEAST INTERSECTION OF POPLAR DRIVE AND RUSSELL DRIVE; RUNNING THENCE NORTHERLY ALONG THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE A DISTANCE OF 138.0 FEET TO AN IRON PIN; RUNNING THENCE SOUTH 46 DEGREES 48 MINUTES EAST A DISTANCE OF 137.59 FEET TO AN IRON PIN; RUNNING THENCE SOUTHWESTERLY ALONG PROPERTY NOW OR FORMERLY OWNED BY L.C. CHALKER A DISTANCE OF 70.0 FEET TO AN IRON PIN; RUNNING THENCE IN A WESTERLY DIRECTION A DISTANCE OF 168.0 FEET TO AN IRON PIN ON THE EASTERLY RIGHT OF WAY OF RUSSELL DRIVE AT THE POINT OF BEGINNING. THIS TRACT OF LAND IS ALSO KNOWN AS LOT #33 IN L. C. CHALKER'S MOBILE HOME VILLAGE.

FURTHER LESS AND EXCEPT FROM PARCELS 1, 2 & 3:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA, AND BEING PORTIONS OF THE RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY), RUSSELL DRIVE (40' RIGHT OF WAY), POPLAR DRIVE (40' RIGHT OF WAY), ROCKSPRING DRIVE (40' RIGHT OF WAY) AND PINE DRIVE (40' RIGHT OF WAY), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A #4 REBAR SET AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF MCCOLLUM PARKWAY (VARIABLE RIGHT OF WAY) AND EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY);

THENCE FOLLOWING ALONG THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SOUTH 07 DEGREES 05 MINUTES 11 SECONDS 209.53 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 06 DEGREES 12 MINUTES 48 SECONDS EAST FOR A DISTANCE OF 99.82 FEET TO A POINT;

THENCE SOUTH 04 DEGREES 29 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 125.50 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 06 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 97.19 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 06 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 100.00 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 06 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 100.00 FEET TO A POINT;

THENCE SOUTH 06 DEGREES 20 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 102.04 FEET TO A #4 REBAR SET;

THENCE NORTH 78 DEGREES, 59 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 42.57 FEET TO A POINT;

THENCE NORTH 07 DEGREES 28 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 49.53 FEET TO A POINT;

THENCE NORTH 07 DEGREES 28 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 36.81 FEET TO A POINT;

THENCE NORTH 06 DEGREES 26 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 62.74 FEET TO A POINT;

THENCE NORTH 06 DEGREES 26 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 37.87 FEET TO A POINT;

THENCE NORTH 05 DEGREES 34 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 99.74 FEET TO A POINT;

THENCE NORTH 05 DEGREES 43 MINUTES 16 SECONDS WEST FOR A DISTANCE OF 65.64 FEET TO A POINT;

THENCE NORTH 05 DEGREES 41 MINUTES 20 SECONDS WEST FOR A DISTANCE OF 36.51 FEET TO A POINT;

THENCE NORTH 03 DEGREES 52 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 68.65 FEET TO A POINT;

THENCE NORTH 05 DEGREES 55 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 119.99 FEET TO A POINT;

THENCE SOUTH 83 DEGREES 36 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 44.90 FEET TO A POINT;

THENCE SOUTH 62 DEGREES 27 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 57.50 FEET TO A POINT;

THENCE SOUTH 41 DEGREES 23 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 112.79 FEET TO A POINT;

THENCE SOUTH 41 DEGREES 20 MINUTES 15 SECONDS WEST FOR A DISTANCE OF 39.93 FEET TO A POINT;

THENCE SOUTH 43 DEGREES 07 MINUTES 23 SECONDS WEST FOR A DISTANCE OF 5.64 FEET TO A POINT;

THENCE SOUTH 42 DEGREES 34 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 124.10 FEET TO A POINT;

THENCE SOUTH 41 DEGREES 02 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 229.78 FEET TO A POINT;

THENCE SOUTH 38 DEGREES 04 MINUTES 11 SECONDS WEST FOR A DISTANCE OF 11.52 FEET TO A POINT;

THENCE ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 430.00

FEET AND AN ARC LENGTH OF 133.53

FEET AND BEING SUBTENDED BY A CHORD BEARING OF SOUTH 33 DEGREES 01 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 133.00 FEET TO A POINT;

THENCE SOUTH 20 DEGREES 32 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 53.95 FEET TO A POINT;

THENCE SOUTH 16 DEGREES 56 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 13.62 FEET TO A POINT;

THENCE SOUTH 87 DEGREES 43 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 155.05 FEET TO A POINT;

THENCE SOUTH 87 DEGREES 18 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 247.66 FEET TO A POINT;

THENCE SOUTH 86 DEGREES 59 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 5.46 FEET TO A POINT;

THENCE SOUTH 87 DEGREES 09 MINUTES 23 SECONDS EAST FOR A DISTANCE OF 196.53 FEET TO A POINT;

THENCE SOUTH 03 DEGREES 24 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 40.91 FEET TO A POINT;

THENCE NORTH 87 DEGREES 12 MINUTES 56 SECONDS WEST FOR A DISTANCE OF 217.80 FEET TO A POINT;

THENCE NORTH 86 DEGREES 57 MINUTES 48 SECONDS WEST FOR A DISTANCE OF 236.21 FEET TO A #4 REBAR SET;

THENCE NORTH 87 DEGREES 55 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 157.29 FEET TO A POINT;

THENCE SOUTH 85 DEGREES 21 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 7.25 FEET TO A POINT;

THENCE SOUTH 02 DEGREES 29 MINUTES 53 SECONDS WEST FOR A DISTANCE OF 93.14 FEET TO A POINT;

THENCE SOUTH 02 DEGREES 40 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 115.01 FEET TO A POINT;

THENCE SOUTH 01 DEGREES 18 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 195.38 FEET TO A POINT;

THENCE NORTH 86 DEGREES 51 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 181.89 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 12 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 157.82 FEET TO A #4 REBAR SET;

THENCE SOUTH 45 DEGREES 28 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 44.04 FEET TO A #4 REBAR SET;

THENCE SOUTH 88 DEGREES 09 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 304.00 FEET TO A POINT;

THENCE SOUTH 02 DEGREES 00 MINUTES 18 SECONDS WEST FOR A DISTANCE OF 42.48 FEET TO A POINT;

THENCE NORTH 42 DEGREES 35 MINUTES 14 SECONDS WEST FOR A DISTANCE OF 59.73

FEET TO A POINT;

THENCE NORTH 01 DEGREES 00 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 204.75 FEET TO A POINT;

THENCE NORTH 01 DEGREES 35 MINUTES 46 SECONDS EAST FOR A DISTANCE OF 198.95 FEET TO A POINT;

THENCE NORTH 02 DEGREES 28 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 101.86 FEET TO A POINT;

THENCE SOUTH 85 DEGREES 16 MINUTES 37 SECONDS WEST FOR A DISTANCE OF 189.33 FEET TO A #5 REBAR FOUND;

THENCE NORTH 17 DEGREES 10 MINUTES 55 SECONDS EAST FOR A DISTANCE OF 40.27 FEET TO A #4 REBAR FOUND;

THENCE NORTH 84 DEGREES 38 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 183.26 FEET TO A POINT

THENCE NORTH 18 DEGREES 18 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 63.97 FEET TO A POINT;

THENCE NORTH 26 DEGREES 20 MINUTES 04 SECONDS EAST FOR A DISTANCE OF 74.11 FEET TO A POINT;

THENCE NORTH 34 DEGREES 48 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 64.79 FEET TO A POINT;

THENCE NORTH 41 DEGREES 28 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 70.19 FEET TO A POINT;

THENCE NORTH 42 DEGREES 08 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 70.31 FEET TO A POINT;

THENCE NORTH 61 DEGREES 50 MINUTES 49 SECONDS WEST FOR A DISTANCE OF 190.03 FEET TO A POINT;

THENCE NORTH 53 DEGREES 56 MINUTES 38 SECONDS WEST FOR A DISTANCE OF 18.30 FEET TO A POINT;

THENCE NORTH 38 DEGREES 55 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 41.26 FEET TO A POINT;

THENCE SOUTH 54 DEGREES 07 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 22.20 FEET TO A POINT;

THENCE SOUTH 62 DEGREES 30 MINUTES 53 SECONDS EAST FOR A DISTANCE OF 182.70 FEET TO A POINT;

THENCE NORTH 41 DEGREES 54 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 76.56 FEET TO A POINT;

THENCE NORTH 41 DEGREES 54 MINUTES 43 SECONDS EAST FOR A DISTANCE OF 71.08 FEET TO A POINT;

THENCE NORTH 43 DEGREES 36 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 93.40 FEET TO A POINT;

THENCE NORTH 39 DEGREES 53 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 71.76 FEET TO A #4 REBAR FOUND;

THENCE NORTH 48 DEGREES 27 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 66.01 FEET TO A POINT;

THENCE NORTH 48 DEGREES 33 MINUTES 51 SECONDS EAST FOR A DISTANCE OF 17.88 FEET TO A POINT;

THENCE ALONG A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET AND AN ARC LENGTH OF 60.58

FEET AND BEING SUBTENDED BY A CHORD BEARING OF NORTH 64 DEGREES 33 MINUTES 40 SECONDS EAST FOR A DISTANCE OF 59.66 FEET TO A POINT;

THENCE NORTH 82 DEGREES 03 MINUTES 46 SECONDS EAST FOR A DISTANCE OF

47.53 FEET TO A POINT; THENCE SOUTH 86 DEGREES 21 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 40.71 FEET TO A 1/2 INCH OPEN TOP FOUND ON THE EASTERLY RIGHT OF WAY OF GRANT DRIVE (40' RIGHT OF WAY); SAID POINT BEING THE POINT OF BEGINNING;

SAID TRACT CONTAINS 3.07 ACRES.

FURTHER LESS AND EXCEPT FROM PARCELS 1, 2 & 3:

ALL THAT TRACT OR PARCEL OF LAND OF LAND LYING AND BEING ON LAND LOT 99, 20TH DISTRICT, 2ND SECTION, CITY OF KENNESAW, COBB COUNTY, GEORGIA AND BEING LOTS 35 AND 36 IN L. C. CHALKER'S MOBILE HOME VILLAGE, UNIT ONE, AS SURVEYED IN OCTOBER 1957, BY R. T. WEAVER, SURVEYOR, AS RECORDED IN PLAT BOOK 16, PAGE 196, COBB COUNTY CLERK OF SUPERIOR COURT, BEING COBB COUNTY TAX PARCEL 20009900430 AND KNOW AS 3532 RUSSELL DRIVE.

Record 1st.

[SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA]

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made this 3rd day of January, 2022, between **CITY OF KENNESAW, a political subdivision of the State of Georgia**, as party or parties of the first part (hereinafter referred to as "Grantor"), and **EAST PARK JV, LLC, a Georgia limited liability company** and **VCP KENNESAW, LLC, a Georgia limited liability company**, as party or parties of the second part (hereinafter collectively referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

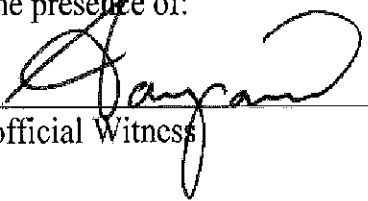
WITNESSETH that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever QUITCLAIM to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

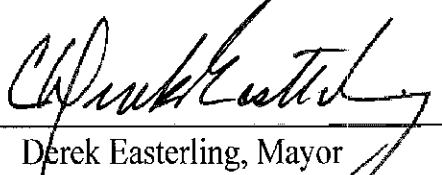
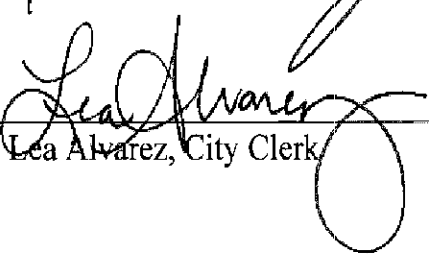
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED IN EXHIBITS "A" AND "B" ATTACHED HERETO, WHICH EXHIBITS ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

THIS CONVEYANCE SPECIFICALLY EXCLUDES ANY INTEREST, RIGHT OR TITLE IN ANY EASEMENT, WAY, INFRASTRUCTURE OR LINES FOR DRAINAGE, UTILITIES OR OTHER NONROADWAY PURPOSES WHETHER HELD BY GRANTOR OR OTHER UTILITY OR SERVICE PROVIDER.

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor Grantor’s successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

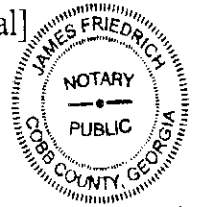
IN WITNESS WHEREOF said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

CITY OF KENNESAW, GEORGIA
By: 
Derek Easterling, Mayor
Attest: 
Lea Alvarez, City Clerk


Notary

My commission expires: *May 20, 2024*

[Notary Seal]

My Commission Expires
May 20, 2024

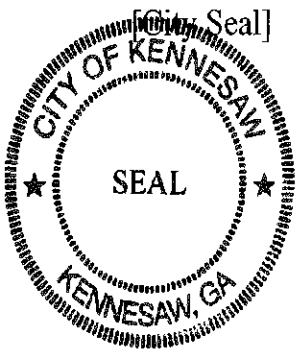
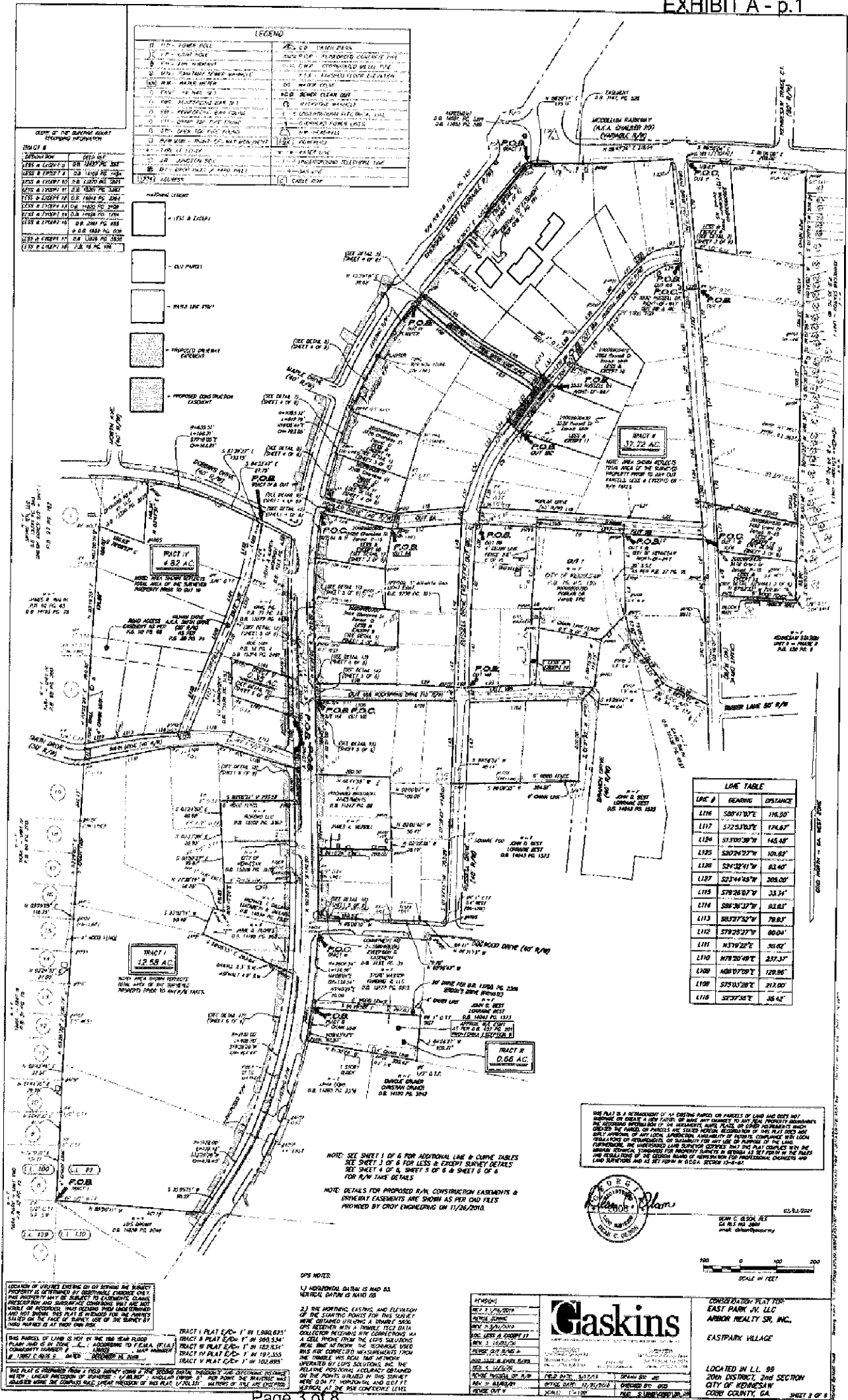


EXHIBIT A - p.1



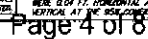




EXHIBIT B - p.1

OUT IV
PINE DRIVE RIGHT-OF-WAY
PROPERTY DESCRIPTION

Yellow

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Beginning at the intersection of the southeasterly right-of-way of Cherokee Street (a variable right-of-way) and the south right-of-way of Pine Drive (40' right-of-way); Thence along the southeasterly right-of-way of Cherokee Street North 43 degrees 25 minutes 18 seconds East a distance of 39.62 feet to a point located north right-of-way of Pine Drive;

Thence along the north right-of-way of Pine Drive the following courses:

South 54 degrees 51 minutes 54 seconds East for a distance of 198.63 feet to a point;

South 62 degrees 30 minutes 53 seconds East for a distance of 182.70 feet to a point located on the northwesterly right-of-way of Russell Drive (40' right-of-way);

Thence along the northwesterly right-of-way of Russell Drive (40' right-of-way) South 34 degrees 36 minutes 15 seconds West for a distance of 42.37 feet to a point;

Thence leaving the northwesterly right-of-way of Russell Drive (40' right-of-way) and proceeding along the southwesterly right of way of Pine Drive (40' right-of-way) the following courses;

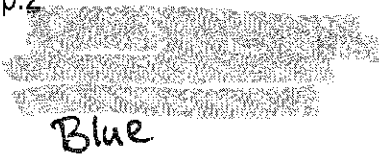
North 61 degrees 50 minutes 49 seconds West for a distance of 190.03 feet to a point;

North 54 degrees 18 minutes 06 seconds West for a distance of 197.23 feet to a point on the southeasterly right-of-way of Cherokee Street (a variable right-of-way), said point being the Point of Beginning.

Said tract contains 0.36 acres, 15,596 s.f.

EXHIBIT B - p.2

**OUT IIIB
RUSSELL DRIVE RIGHT-OF-WAY
PROPERTY DESCRIPTION**


Blue

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the westerly right-of-way of Grant Drive (40' right-of-way) and the southeasterly right-of-way of Russell Drive;

Thence along said southeasterly right-of-way the following courses:

South 83 degrees 36 minutes 02 seconds West for a distance of 44.90 feet to a point;
South 62 degrees 27 minutes 02 seconds West for a distance of 57.50 feet to a point;
South 41 degrees 23 minutes 58 seconds West for a distance of 112.79 feet to a steel rod found;
South 41 degrees 28 minutes 32 seconds West for a distance of 40.01 feet to a point;
South 43 degrees 07 minutes 23 seconds West for a distance of 5.64 feet to a point;
South 42 degrees 34 minutes 48 seconds West for a distance of 124.10 feet to a #4 rebar found;
South 41 degrees 02 minutes 39 seconds West for a distance of 84.78 feet to a point;
Thence leaving said southeasterly right-of-way of Russell Drive North 48 degrees 05 minutes 17 seconds West for a distance of 23.50 feet to a point in the centerline of Russell Drive, said point being the Point of Beginning.

Thence following along said centerline of Russell Drive the following courses:

South 41 degrees 49 minutes 06 seconds West a distance of 53.80 feet to a point;
South 38 degrees 45 minutes 31 seconds West a distance of 91.48 feet to a point;
Thence leaving said centerline of Russell Drive North 48 degrees 31 minutes 36 seconds West a distance of 20.69 feet to a point;

Thence following along said Northwesterly right-of-way of Russell Drive the following courses:

North 41 degrees 28 minutes 24 seconds East a distance of 28.96 feet to a point;
North 42 degrees 08 minutes 25 seconds East for a distance of 70.31 feet to a point located on the south right-of-way of Pine Drive (40' right-of-way);
North 34 degrees 36 minutes 15 seconds East for a distance of 42.37 feet to a point located on the north right-of-way of Pine Drive;
North 41 degrees 54 minutes 43 seconds East for a distance of 4.01 feet to a point;
Thence leaving said Northwesterly right-of-way of Russell Drive South 48 degrees 05 minutes 17 seconds East a distance of 20.90 feet to a point on the centerline of Russell Drive, said point being the Point of Beginning.

Said tract contains 0.06 acres, 2642 s.f.

**3532 RUSSELL DRIVE RIGHT-OF-WAY
PROPERTY DESCRIPTION**

EXHIBIT B - p.3
Orange

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the westerly right-of-way of Grant Drive (40' right-of-way) and the southeasterly right-of-way of Russell Drive; Thence along said southeasterly right-of-way the following courses:

South 83 degrees 36 minutes 02 seconds West for a distance of 44.90 feet to a point;
South 62 degrees 27 minutes 02 seconds West for a distance of 57.50 feet to a point;
South 41 degrees 21 minutes 02 seconds West for a distance of 112.71 feet to a steel rod found;
South 41 degrees 28 minutes 32 seconds West for a distance of 40.01 feet to a point;
South 43 degrees 07 minutes 23 seconds West for a distance of 5.64 feet to a point;
South 42 degrees 34 minutes 48 seconds West for a distance of 124.10 feet to a #4 rebar found;
South 41 degrees 02 minutes 39 seconds West for a distance of 77.33 feet to a point, said point being the Point of Beginning.

Thence continuing along said southeasterly right-of-way South 41 degrees 02 minutes 39 seconds West for a distance of 145.00 feet to a 1" open top pipe found;
Thence leaving said southeasterly right-of-way North 48 degrees 31 minutes 36 seconds West for a distance of 20.57 feet to a point in the calculated centerline of Russell Drive;
Thence following along said calculated centerline of Russell Drive the following courses and distances:
North 38 degrees 45 minutes 31 seconds East for a distance of 91.48 feet to a point;
North 41 degrees 49 minutes 06 seconds East for a distance of 53.80 feet to a point;
Thence leaving said calculated centerline South 48 degrees 05 minutes 17 seconds East for a distance of 23.50 feet to a point, said point being the Point of Beginning.

Said tract contains 0.08 acres, 3328 s.f.

Record 2nd

[SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA]

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made this 10th day of January, 2022, between **CITY OF KENNESAW, a political subdivision of the State of Georgia**, as party or parties of the first part (hereinafter referred to as "Grantor"), and **EAST PARK JV, LLC, a Georgia limited liability company and VCP KENNESAW, LLC, a Georgia limited liability company**, as party or parties of the second part (hereinafter collectively referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

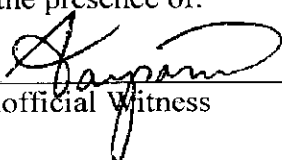
WITNESSETH that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever QUITCLAIM to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

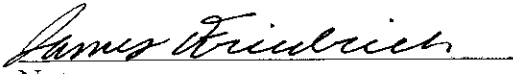
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED IN EXHIBITS "A" AND "B" ATTACHED HERETO, WHICH EXHIBITS ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

THIS CONVEYANCE SPECIFICALLY EXCLUDES ANY INTEREST, RIGHT OR TITLE IN ANY EASEMENT, WAY, INFRASTRUCTURE OR LINES FOR DRAINAGE OR OTHER UTILITY PURPOSES WHETHER HELD BY GRANTOR OR OTHER UTILITY OR SERVICE PROVIDER.

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor Grantor's successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

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

Signed, sealed and delivered
in the presence of:

Unofficial Witness


Notary

My commission expires: *May 20, 2024*

[Notary Seal]



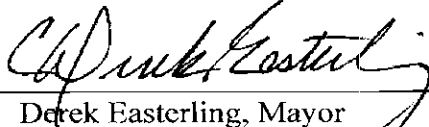
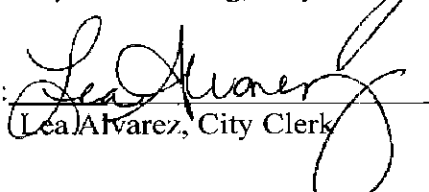
CITY OF KENNESAW, GEORGIA
By: 
Derek Easterling, Mayor
Attest: 
Lea Alvarez, City Clerk



Exhibit A – p.1

Legal Description for Chalker Park

ALL that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, Cobb County, Georgia, within the City of Kennesaw and being more particularly described as follows:

BEGINNING at a point on the South side of Poplar Drive 40-foot right of way a distance of 155 feet from the easterly right of way of Russell Drive; thence North 88 degrees 34 minutes 33 second east 236.34 feet along the southerly right of way of Poplar Drive; thence South 07 degrees, 02 minutes, 18 seconds East a distance of 99.89 feet; thence South 06 degrees 38 minutes 49 seconds East a distance of 100 feet; thence South 42 degrees 12 minutes 31 seconds west a distance of 91.55 feet; thence North 85 degrees 06 minutes 13 seconds west a distance of 169 feet; thence North 02 degrees 37 minutes 43 seconds west a distance of 46.52 feet; thence South 86 degrees 47 minutes 24 seconds west a distance of 22.81 feet; thence North 00 degrees, 58 minutes 10 seconds west a distance of 101.15 feet; thence North 02 degrees 03 minutes 18 seconds west a distance of 99.71 feet to the south side of the original right-of-way of Poplar Drive and the POINT OF BEGINNING; said tract containing 1.390 acres according to a plat of survey by Welker and Associates, Inc., dated February 2, 1989.

EXHIBIT A – p.2**CHALKER PARK ALLEY NORTH OF ROCKSPRING DRIVE****PROPERTY DESCRIPTION****Aka Tax Parcel I.D. No. 20009900790**

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at a ¾" open top pipe found at the intersection of the southeasterly right-of-way of Cherokee Street (a variable right-of-way) and the south right-of-way of Rockspring Drive (40' right-of-way);

Thence following along the southeasterly right-of-way of Cherokee Street North 02 degrees 09 minutes 00 seconds West for a distance of 39.98 feet to a point located north right-of-way of Rockspring Drive Thence along the north right-of-way of Rockspring Drive the following courses:

North 89 degrees 44 minutes 19 seconds East for a distance of 222.62 feet to a point;

South 88 degrees 00 minutes 12 seconds East for a distance of 156.08 feet to a #5 rebar found at the intersection of said north right-of-way and the west right-of-way of Russell Drive (40' right-of-way);

Thence leaving said intersection and right of ways South 89 degrees 36 minutes 31 seconds East for a distance of 38.93 feet to a point at the intersection of said north right-of-way and the east right-of-way of Russell Drive;

Thence leaving said intersection and following along said north right-of-way North 86 degrees 51 minutes 35 seconds East for a distance of 165.01 feet to a point at the intersection of said north right-of-way and the west right-of-way of an Unnamed Alley (Variable Width), said point being the Point of Beginning.

Thence leaving said intersection and following along said west right-of-way North 01 degrees 11 minutes 44 seconds East for a distance of 188.67 feet to a point at the terminus of said west right-of-way;

Thence leaving said west right-of-way and along said terminus South 88 degrees 52 minutes 51 seconds East for a distance of 22.40 feet to a point at the terminus of the east right-of-way of Unnamed Alley;

Thence leaving said terminus and following along said east right-of-way the following courses and distances:

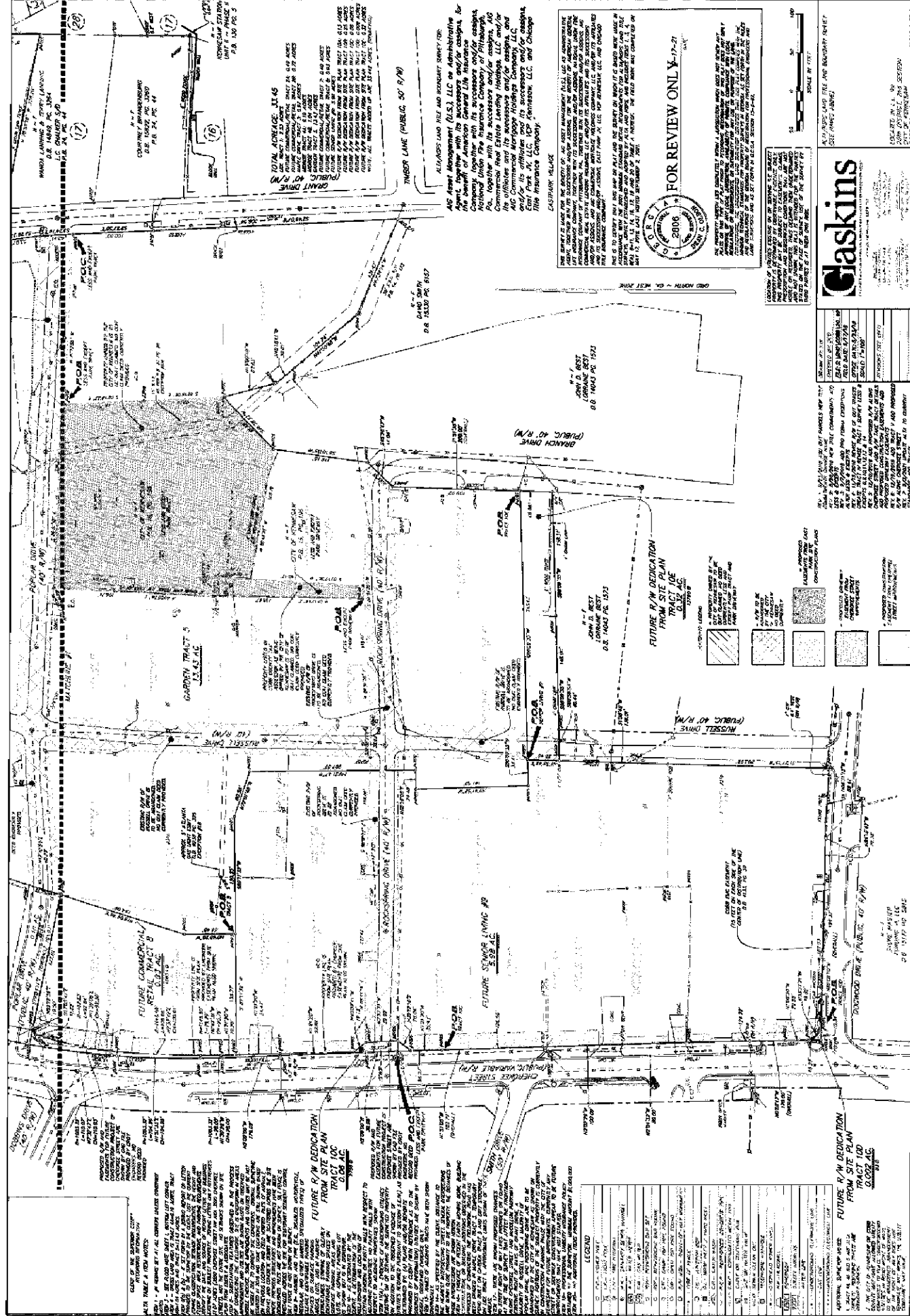
South 01 degrees 42 minutes 02 seconds West for a distance of 47.20 feet to a point;

Thence South 03 degrees 17 minutes 50 seconds West for a distance of 140.32 feet to a point at the intersection of said east right-of-way of Unnamed Alley and said north right-of-way of Rockspring Drive.

Thence leaving said intersection and following along the north right-of-way of Rockspring if extended in a straight line along the Unnamed Alley South 86 degrees 51 minutes 35 seconds West for a distance of 16.88 feet to the intersection of said north right-of-way and the west right-of-way of an Unnamed Alley (Variable Width), said point being the Point of Beginning.

Said tract contains 0.09 acres, 3778 s.f.

Exhibit B



Chalker Park Quit-Claim Deed - Page 5

Record 3rd

[SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA]

QUITCLAIM DEED

STATE OF GEORGIA

COUNTY OF COBB

THIS INDENTURE, made this 10th day of January, 2022, between **CITY OF KENNESAW, a political subdivision of the State of Georgia**, as party or parties of the first part (hereinafter referred to as "Grantor"), and **EAST PARK JV, LLC, a Georgia limited liability company** and **VCP KENNESAW, LLC, a Georgia limited liability company**, as party or parties of the second part (hereinafter collectively referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

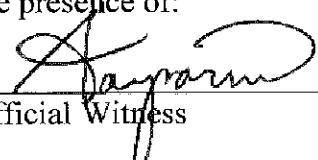
WITNESSETH that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever QUITCLAIM to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 99 OF THE 20TH DISTRICT, 2ND SECTION, COBB COUNTY, GEORGIA, BEING MORE PARTICULARLY DESCRIBED IN EXHIBITS "A" AND "B" ATTACHED HERETO, WHICH EXHIBITS ARE INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE.

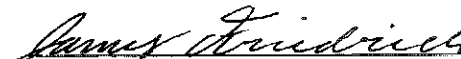
THIS CONVEYANCE SPECIFICALLY EXCLUDES ANY INTEREST, RIGHT OR TITLE IN ANY EASEMENT, WAY, INFRASTRUCTURE OR LINES FOR DRAINAGE, UTILITIES OR OTHER NONROADWAY PURPOSES WHETHER HELD BY GRANTOR OR OTHER UTILITY OR SERVICE PROVIDER.

TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor Grantor’s successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

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

Signed, sealed and delivered
in the presence of:


Unofficial Witness

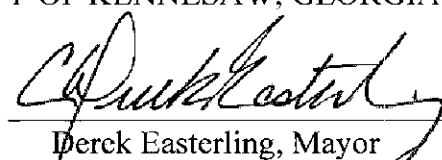


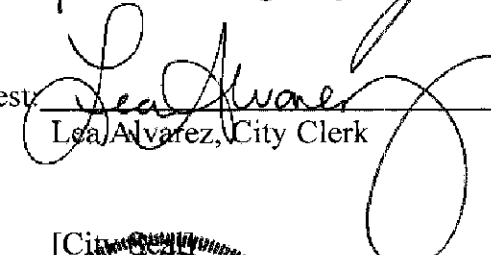
Notary

My commission expires: *May 20, 2024*

[Notary Seal]



CITY OF KENNESAW, GEORGIA
By: 

Derck Easterling, Mayor
Attest: 

Lea Alvarez, City Clerk

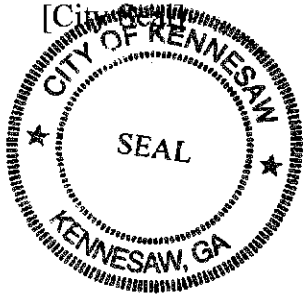


Exhibit A

CITY OF KENNESAW PARK RIGHT-OF-WAY PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 99 of the 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia. Said tract being more particularly described as follows:

Commence at the intersection of the south right-of-way of Poplar Drive (40' right-of-way) and the west right-of-way of Grant Drive (40' right-of-way);

Thence leaving said intersection and following along said south right-of-way North 87 degrees 12 minutes 56 seconds West 217.80 feet to a #4 rebar found, said point being the Point of Beginning.

Thence continuing along said south right-of-way North 86 degrees 57 minutes 48 seconds West 236.21 feet to a #4 rebar set;

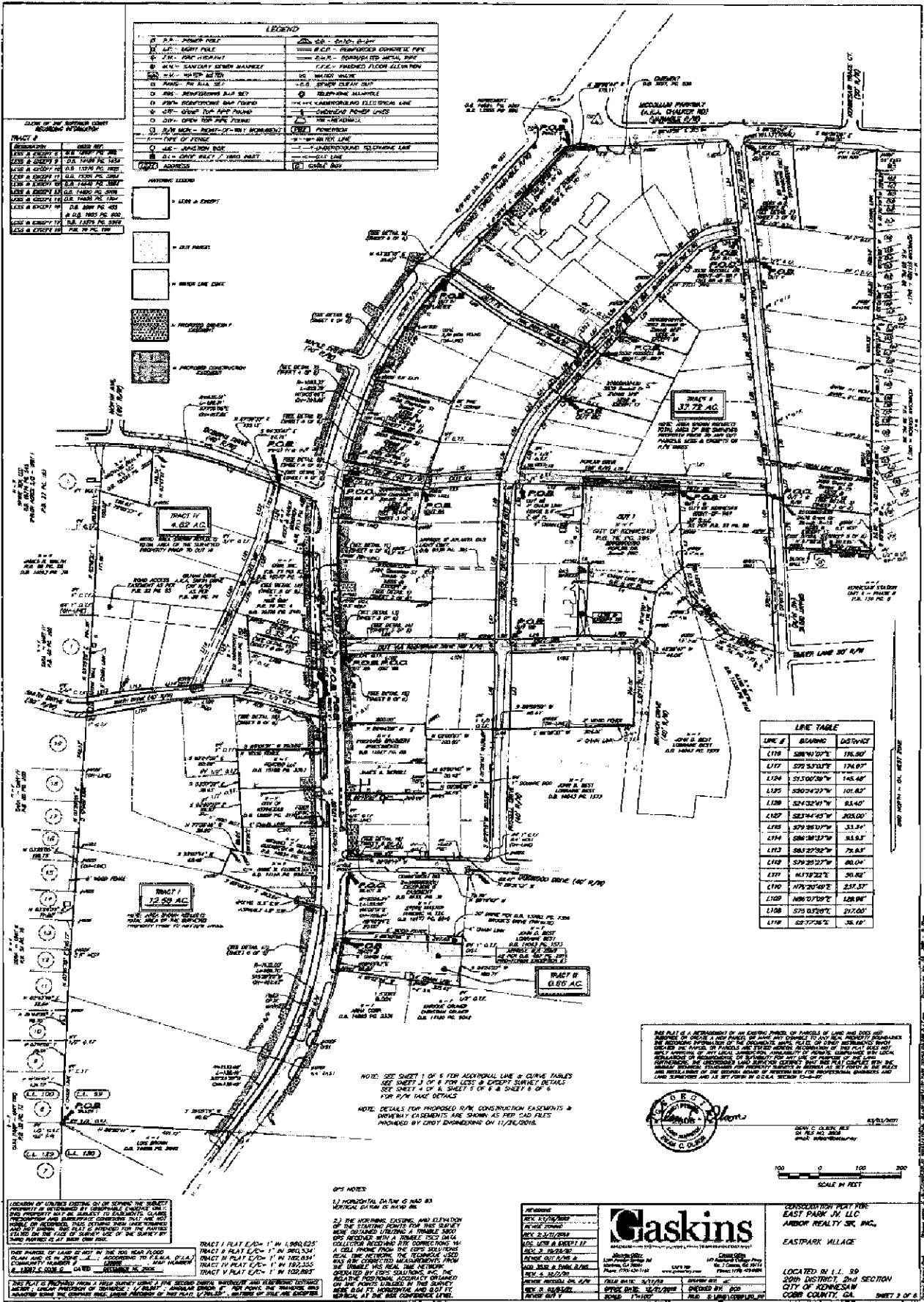
Thence leaving said south right-of-way North 02 degrees 42 minutes 29 seconds East 19.73 feet to a point in the calculated centerline of Poplar Drive;

Thence following along said calculated centerline South 87 degrees 08 minutes 10 seconds East 236.20 feet to a point;

Thence leaving said calculated centerline South 02 degrees 41 minutes 28 seconds West 20.44 feet to a #4 rebar found on said south right-of-way, said point being the Point of Beginning.

Said tract contains 0.11 acres, 4,744 s.f.

Exhibit B



Chalker Park/Rocksprings Drive Quit-Claim Deed - p. 4

After recording, return to:
Byron B. Howell, P.A.
10332 Green Links Dr.
Tampa, FL 33626

Parcel Id Nos.: 2000904320, 2000904330

STATE OF GEORGIA
COUNTY OF COBB

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 24th day of March, 2023, by and between **VCP Kennesaw, LLC**, a Georgia limited liability company, (hereinafter referred to as "*Grantor*") and **VCP Kennesaw PCB, LLC**, a Georgia limited liability company (hereinafter referred to as "*Grantee*") ("*Grantor*" and "*Grantee*" to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee an undivided 8.833% interest as a tenant in common in:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, Cobb County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference (hereinafter referred to as the "*Land*").

TOGETHER WITH an undivided 8.833% interest as a tenant in common in all buildings and improvements thereon (the "*Improvements*"), and all appurtenances thereof, including easements and rights-of-way relating thereto, and without warranty, all right, title and interest, if any, of Grantor in and to the land lying within any street or roadway adjoining the real property and any vacated or hereafter vacated street or valley adjoining the real property (the foregoing, together with the Land, are herein referred to as the "*Property*").

This conveyance is made subject to taxes for the year 2023 and all future years, and all covenants, conditions, liens, restrictions, reservations and easements of record ("*Permitted Encumbrances*").

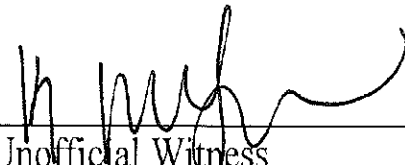
TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee, its successors and assigns, against the claims of all persons claiming by, through, or under Grantor, but not otherwise.

[Signatures appear on the following page]

IN WITNESS WHEREOF, Grantor has hereunto caused this Indenture to be executed under seal as of the date and year first above written.

Signed, sealed and delivered in the presence of:


Unofficial Witness


Notary Public

Commission Expiration Date: May 11, 2025
[NOTARIAL SEAL]

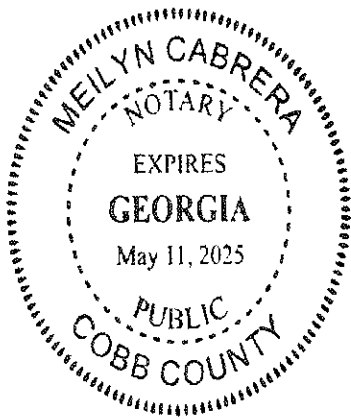
GRANTOR:

VCP Kennesaw, LLC,
a Georgia limited liability company,

By: VCP-Tellus, LLC,
a Georgia limited liability company,
its Manager

By: Varden Capital Properties, LLC,
a Florida limited liability company,
its Manager

By:  (SEAL)
Trace McCreary, its Manager



[Remainder of page intentionally left blank]

EXHIBIT A**LEGAL DESCRIPTION****PARCEL 1 (Midrise Tract 4):**

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;

Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);

Thence leaving said intersection and following along the Westerly Right of Way Line of Grant Drive South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set at the intersection of the Westerly Right of Way Line of Grant Drive and the abandoned Northerly Right of Way Line of Russell Drive;

Thence leaving said intersection and following along the abandoned Westerly Right of Way Line of Russell Drive and continuing along the Westerly Right of Way Line of Grant Drive South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set at the intersection of the Westerly Right of Way Line of Grant Drive and the abandoned Southerly Right of Way Line of Russell Drive;

Thence leaving said intersection and continuing along the Westerly Right of Way Line of Grant Drive South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set at the abandoned Westerly Right of Way Line of Grant Drive;

Thence leaving said Westerly Right of Way Line of Grant Drive and following along the abandoned Northerly Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found on the abandoned Easterly Right of Way Line of

Exhibit A

157005994 Second Amendment to Deed to Secure Debt - Eastpark - AIG

Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set;

Thence North 89 degrees 16 minutes 37 seconds West 57.35 feet to a #4 rebar set;

Thence North 75 degrees 58 minutes 47 seconds West 429.19 feet to a #4 rebar set;

Thence South 14 degrees 01 minutes 13 seconds West 53.69 feet to a #4 rebar set;

Thence North 71 degrees 47 minutes 33 seconds West 190.32 feet to a #4 rebar set on the abandoned Southeasterly Right of Way Line of Russell Drive;

Thence following along the abandoned Southeasterly Right of Way Line of Russell Drive South 41 degrees 02 minutes 39 seconds West 145.00 feet to a 1" open top pipe found;

Thence leaving said abandoned Southeasterly Right of Way Line of Russell Drive South 36 degrees 16 minutes 27 seconds West 19.97 feet to a #4 rebar set;

Thence South 13 degrees 43 minutes 13 seconds West 27.28 feet to a #4 rebar set;

Thence North 76 degrees 03 minutes 30 seconds West 132.60 feet to a #4 rebar set;

Thence along a curve turning to the right with an arc length of 136.97 feet, with a radius of 770.00 feet, subtended by a chord of 136.79 feet, with a chord bearing of North 70 degrees 58 minutes 01 seconds West to a #4 rebar set;

Thence North 65 degrees 52 minutes 15 seconds West 3.43 feet to a #4 rebar set;

Thence North 26 degrees 11 minutes 49 seconds East 102.47 feet to a #4 rebar set;

Thence along a curve turning to the right with an arc length of 41.61 feet, with a radius of 155.50 feet, subtended by a chord of 41.49 feet, with a chord bearing of North 33 degrees 51 minutes 46 seconds East to a #4 rebar set;

Thence North 41 degrees 31 minutes 44 seconds East 259.08 feet to a #4 rebar set;

Thence North 03 degrees 28 minutes 16 seconds West 7.37 feet to a #4 rebar set;

Thence North 86 degrees 31 minutes 44 seconds East 298.05 feet to a #4 rebar set;

Thence North 03 degrees 28 minutes 16 seconds West 38.25 feet to a #4 rebar set;

Thence North 86 degrees 31 minutes 44 seconds East 95.71 feet to a #4 rebar set;

Thence North 03 degrees 26 minutes 43 seconds West 235.51 feet to a #4 rebar set on the existing Southerly Right of Way Line of McCollum Parkway, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 7.53 Acres more or less.

PARCEL 2 (Garden Tract 5):

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Exhibit A

157005994 Second Amendment to Deed to Secure Debt - Eastpark - AIG

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;

Thence continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;

Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);

Thence leaving said intersection and following along the Westerly Right of Way Line of Grant Drive South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set at the intersection of the Westerly Right of Way Line of Grant Drive and the abandoned Northerly Right of Way Line of Russell Drive;

Thence leaving said intersection and following along the abandoned Westerly Right of Way Line of Russell Drive and continuing along the Westerly Right of Way Line of Grant Drive South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set at the intersection of the Westerly Right of Way Line of Grant Drive and the abandoned Southerly Right of Way Line of Russell Drive;

Thence leaving said intersection and continuing along the Westerly Right of Way Line of Grant Drive South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set at the abandoned Westerly Right of Way Line of Grant Drive;

Thence leaving said Westerly Right of Way Line of Grant Drive and following along the abandoned Northerly Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found on the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence South 00 degrees 48 minutes 55 seconds West 4.85 feet to a #4 rebar found;

Thence South 00 degrees 38 minutes 15 seconds West 103.34 feet to a 1/2" open top pipe found;

Thence South 00 degrees 37 minutes 53 seconds West 100.18 feet to a #4 rebar set;

Thence North 78 degrees 59 minutes 16 seconds West 228.20 feet to a #4 rebar set on the abandoned Easterly Right of Way Line of Grant Drive;

Exhibit A

Thence leaving said Easterly Right of Way Line of Grant Drive and following along the abandoned Northerly Right of Way Line of Grant Drive North 78 degrees 59 minutes 18 seconds West 42.57 feet to a #4 rebar set on the Westerly Right of Way Line of Grant Drive;

Thence following along the Westerly Right of Way Line of Grant Drive South 07 degrees 28 minutes 37 seconds East 53.07 feet to a #4 rebar set at the intersection of the Westerly Right of Way Line of Grant Drive and the abandoned Northerly Right of Way Line of Poplar Drive;

Thence leaving said intersection and following along the abandoned Right of Way Line of Poplar Drive and continuing along the Westerly Right of Way Line of Grant Drive South 03 degrees 24 minutes 19 seconds East 40.91 feet to a #4 rebar set at the intersection of the Westerly Right of Way Line of Grant Drive and the abandoned Southerly Right of Way Line of Poplar Drive;

Thence leaving said intersection and continuing along said Westerly Right of Way Line of Grant Drive the following courses and distances:

South 02 degrees 27 minutes 58 seconds East 100.00 feet to a #4 rebar found;

Thence South 02 degrees 46 minutes 07 seconds East 306.54 feet to a 1/2" open top pipe found;

Thence leaving said Westerly Right of Way Line of Grant Drive North 67 degrees 34 minutes 14 seconds West 131.42 feet to a #5 rebar found;

Thence North 41 degrees 30 minutes 48 seconds West 104.74 feet to a #5 rebar found;

Thence North 40 degrees 18 minutes 11 seconds West 30.01 feet to a #4 rebar set;

Thence North 15 degrees 00 minutes 40 seconds West 67.83 feet to a #4 rebar set;

Thence South 46 degrees 38 minutes 32 seconds West 91.68 feet to a #4 rebar set;

Thence South 08 degrees 10 minutes 05 seconds West 119.15 feet to a #4 rebar set at the intersection of abandoned Northerly Right of Way Line of Rockspring Drive and the Easterly Right of Way Line of Branch Drive (Public, 40' R/W);

Thence leaving said intersection and following along the abandoned Right of Way Line of Rockspring Drive and the Westerly Right of Way Line of Branch Drive South 45 degrees 28 minutes 47 seconds West 44.04 feet to a #4 rebar set at the abandoned Southerly Right of Way Line of Rockspring Drive and the Westerly Right of Way Line of Branch Drive;

Thence leaving said intersection and following continuing along Westerly Right of Way Line of Branch Drive South 01 degrees 51 minutes 35 seconds West 159.92 feet to a #4 rebar set;

Thence leaving said Westerly Right of Way Line of Branch Drive South 88 degrees 09 minutes 35 seconds West 345.13 feet to a #4 rebar set;

Thence South 88 degrees 09 minutes 35 seconds West 33.41 feet to a #4 rebar set;

Thence North 01 degrees 41 minutes 52 seconds West 141.52 feet to a #4 rebar set;

Thence North 88 degrees 18 minutes 08 seconds East 24.48 feet to a #4 rebar set;

Thence North 00 degrees 31 minutes 47 seconds West 207.02 feet to a #4 rebar set;

Thence North 72 degrees 01 minutes 48 seconds West 60.56 feet to a #4 rebar set;

Thence South 89 degrees 11 minutes 32 seconds West 150.25 feet to a #4 rebar set;

Thence North 00 degrees 48 minutes 28 seconds West 64.48 feet to a #4 rebar set;

Thence North 18 degrees 09 minutes 48 seconds East 164.09 feet to a #4 rebar found on the abandoned Southerly Right of Way Line of Poplar Drive;

Thence leaving said Southerly Right of Way Line of Poplar Drive and following along the abandoned Easterly Right of Way Line of Poplar Springs North 17 degrees 10 minutes 55 seconds East 40.27 feet to a #4 rebar found on the abandoned Northerly Right of Way Line of Poplar Drive;

Exhibit A

157005994 Second Amendment to Deed to Secure Debt - Eastpark - AIG

Thence leaving said Northerly Right of Way Line of Poplar Drive North 17 degrees 58 minutes 12 seconds East 90.01 feet to a 1" crimp top pipe found;
Thence North 17 degrees 58 minutes 12 seconds East 88.16 feet to a #4 rebar set;
Thence running along a curve turning to the left with an arc length of 120.29 feet, with a radius of 830.00 feet, subtended by a chord of 120.18 feet, with a chord bearing of South 71 degrees 54 minutes 40 seconds East to a #4 rebar set;
Thence South 76 degrees 03 minutes 30 seconds East 242.36 feet to a #4 rebar set;
Thence running along a curve turning to the left with an arc length of 97.73 feet, with a radius of 194.00 feet, subtended by a chord of 96.70 feet, with a chord bearing of North 89 degrees 35 minutes 16 seconds East to a #4 rebar set;
Thence North 75 degrees 09 minutes 19 seconds East 1.98 feet to a #4 rebar set
Thence North 14 degrees 50 minutes 41 seconds West 60.00 feet to a #4 rebar set;
Thence North 15 degrees 27 minutes 21 seconds East 23.77 feet to a #4 rebar set;
Thence South 74 degrees 32 minutes 39 seconds East 59.17 feet to a #4 rebar set;
Thence North 26 degrees 38 minutes 50 seconds East 124.00 feet to a #4 rebar set;
Thence North 14 degrees 01 minutes 13 seconds East 53.69 feet to a #4 rebar set;
Thence South 75 degrees 58 minutes 47 seconds East 429.19 feet to a #4 rebar set;
Thence South 89 degrees 16 minutes 37 seconds East 57.35 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 13.43 Acres more or less.

Parcel 3 (appurtenant easement):

TOGETHER WITH those appurtenant easement rights as set forth in that certain Declaration of Restrictive Covenants and Reciprocal Easement Agreement by and among East Park JV, LLC, VCP Kennesaw, LLC and Lidl US Operations, LLC, dated February 21, 2023 and to be recorded in the Cobb County, Georgia real estate records.

Exhibit A

157005994 Second Amendment to Deed to Secure Debt - Eastpark - AIG

Lidl Tract 1 Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway, said point being the TRUE POINT OF BEGINNING.

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;

Thence leaving said existing Southerly Right of Way Line of McCollum Parkway South 03 degrees 26 minutes 43 seconds East 235.51 feet to a #4 rebar set;

Thence South 86 degrees 31 minutes 44 seconds West 95.71 feet to a #4 rebar set;

Thence South 03 degrees 28 minutes 16 seconds East 38.25 feet to a #4 rebar set;

Thence South 86 degrees 31 minutes 44 seconds West 298.05 feet to a #4 rebar set;

Thence North 03 degrees 28 minutes 16 seconds West 38.25 feet to a #4 rebar set;

Thence South 86 degrees 31 minutes 44 seconds West 78.20 feet to a #4 rebar set;

Thence North 48 degrees 55 minutes 40 seconds West 43.44 feet to a #4 rebar set on the proposed Easterly Right of Way Line of Cherokee Street;

Thence following along said proposed Easterly Right of Way Line of Cherokee Street the following courses and distances:

North 39 degrees 48 minutes 34 seconds East 31.83 feet to a #4 rebar set;

Thence North 10 degrees 29 minutes 07 seconds East 31.68 feet to a #4 rebar set;

Thence North 40 degrees 58 minutes 44 seconds East 191.67 feet to a #4 rebar set at the intersection of said proposed Easterly Right of Way Line of Cherokee Street and the proposed mitered Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and following along said proposed mitered Southerly Right of Way Line of McCollum Parkway North 65 degrees 13 minutes 05 seconds East 34.58 feet to a #4 rebar set at the intersection of said proposed mitered Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and following along said Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 38 minutes 08 seconds East 79.53 feet to a #4 rebar set;

Thence North 79 degrees 32 minutes 43 seconds East 34.54 feet to a #4 rebar set;

Thence North 79 degrees 32 minutes 43 seconds East 18.73 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 2.58 Acres more or less.

Future Commercial/ Retail Tract 2 Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);
Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;
Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:
North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;
Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;
Thence leaving said existing Southerly Right of Way Line of McCollum Parkway South 03 degrees 26 minutes 43 seconds East 235.51 feet to a #4 rebar set;
Thence South 86 degrees 31 minutes 44 seconds West 95.71 feet to a #4 rebar set;
Thence South 03 degrees 28 minutes 16 seconds East 38.25 feet to a #4 rebar set;
Thence South 86 degrees 31 minutes 44 seconds West 298.05 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence South 03 degrees 28 minutes 16 seconds East 7.37 feet to a #4 rebar set;
Thence South 41 degrees 31 minutes 44 seconds West 259.08 feet to a #4 rebar set;
Thence along a curve turning to the left with an arc length of 41.61 feet, with a radius of 155.50 feet, subtended by a chord of 41.49 feet, with a chord bearing of South 33 degrees 51 minutes 46 seconds West to a #4 rebar set;
Thence South 26 degrees 11 minutes 49 seconds West 87.46 feet to a #4 rebar set;
Thence North 65 degrees 52 minutes 15 seconds West 134.65 feet to a #4 rebar set on the proposed Easterly Right of Way Line of Cherokee Street;
Thence following along said proposed Easterly Right of Way Line of Cherokee Street the following courses and distances:
North 18 degrees 18 minutes 06 seconds West 12.95 feet to a #4 rebar set;
Thence along a curve turning to the right with an arc length of 230.98 feet, with a radius of 1129.50 feet, subtended by a chord of 230.58 feet, with a chord bearing of North 33 degrees 57 minutes 04 seconds East to a #4 rebar set;
Thence North 39 degrees 48 minutes 34 seconds East 115.51 feet to a #4 rebar set;
Thence North 75 degrees 38 minutes 13 seconds East 26.34 feet to a #4 rebar set;
Thence North 39 degrees 48 minutes 34 seconds East 29.10 feet to a #4 rebar set;
Thence leaving said proposed Easterly Right of Way Line of Cherokee Street South 48 degrees 55 minutes 40 seconds East 43.44 feet to a #4 rebar set;
Thence North 86 degrees 31 minutes 44 seconds East 78.20 feet to a #4 rebar set;

Thence South 03 degrees 28 minutes 16 seconds East 38.25 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 1.30 Acres more or less.

Maple Drive Tract 3 Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;

Thence North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;

Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);

Thence leaving said intersection and following along said Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set;

Thence South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set;

Thence South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set at the proposed limits of the abandoned Westerly Right of Way Line of Grant Drive;

Thence leaving said Westerly Right of Way Line of Grant Drive and following along the abandoned Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found at the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set;

Thence North 89 degrees 16 minutes 37 seconds West 57.35 feet to a #4 rebar set;

Thence North 75 degrees 58 minutes 47 seconds West 429.19 feet to a #4 rebar set;

Thence South 14 degrees 01 minutes 13 seconds West 53.69 feet to a #4 rebar set;

Thence South 26 degrees 38 minutes 38 seconds West 124.00 feet to a #4 rebar set;

Thence North 74 degrees 32 minutes 39 seconds West 59.17 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence South 15 degrees 27 minutes 21 seconds West 23.77 feet to a #4 rebar set;

Thence South 14 degrees 50 minutes 41 seconds East 60.00 feet to a #4 rebar set;
Thence South 75 degrees 09 minutes 19 seconds West 1.98 feet to a #4 rebar set;
Thence running along a curve turning to the right with an arc length of 97.73 feet, with a radius of 194.00 feet, subtended by a chord of 96.70 feet, with a chord bearing of South 89 degrees 35 minutes 16 seconds West to a #4 rebar set;
Thence North 76 degrees 03 minutes 30 seconds West 242.36 feet to a #4 rebar set;
Thence running along a curve turning to the right with an arc length of 120.29 feet, with a radius of 830.00 feet, subtended by a chord of 120.18 feet, with a chord bearing of North 71 degrees 54 minutes 40 seconds West to a #4 rebar set;
thence along a compound curve turning to the right with an arc length of 27.36 feet, with a radius of 830.00 feet, subtended by a chord of 27.36 feet, with a chord bearing of North 66 degrees 48 minutes 54 seconds West to a #4 rebar set;
Thence North 65 degrees 52 minutes 15 seconds West 113.83 feet to a #4 rebar set on the proposed Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);
Thence following along said proposed Easterly Right of Way Line of Cherokee Street North 24 degrees 07 minutes 45 seconds East 60.00 feet to a #4 rebar set;
Thence leaving said proposed Easterly Right of Way Line of Cherokee Street South 65 degrees 52 minutes 15 seconds East 110.40 feet to a #4 rebar set;
Thence South 65 degrees 52 minutes 15 seconds East 3.43 feet to a #4 rebar set;
Thence running along a curve turning to the left with an arc length of 136.97 feet, with a radius of 770.00 feet, subtended by a chord of 136.79 feet, with a chord bearing of South 70 degrees 58 minutes 01 seconds East to a #4 rebar set;
Thence South 76 degrees 03 minutes 30 seconds East 132.60 feet to a #4 rebar set;
Thence North 13 degrees 43 minutes 13 seconds East 27.28 feet to a #4 rebar set;
Thence North 36 degrees 16 minutes 27 seconds East 19.97 feet to a 1" open top pipe found on the proposed limits of the abandoned Southeasterly Right of Way Line of Russell Drive;
Thence leaving said Southeasterly Right of Way Line of Russell Drive South 74 degrees 32 minutes 39 seconds East 169.49 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 0.97 Acres (42,242 s.f.) more or less.

Midrise Tract 4 Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 175.11 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;

Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);

Thence leaving said intersection and following along the Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set at the intersection of the Westerly Right of Way Line of Grant Drive and the abandoned Northerly Right of Way Line of Russell Drive;

Thence South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set;

Thence South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set at the abandoned Westerly Right of Way Line of Grant Drive;

Thence leaving said Westerly Right of Way Line of Grant Drive and following along the abandoned Northerly Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found on the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set;

Thence North 89 degrees 16 minutes 37 seconds West 57.35 feet to a #4 rebar set;

Thence North 75 degrees 58 minutes 47 seconds West 429.19 feet to a #4 rebar set;

Thence South 14 degrees 01 minutes 13 seconds West 53.69 feet to a #4 rebar set;

Thence North 71 degrees 47 minutes 33 seconds West 190.32 feet to a #4 rebar set;

Thence South 41 degrees 02 minutes 39 seconds West 145.00 feet to a 1" open top pipe found;

Thence South 36 degrees 16 minutes 27 seconds West 19.97 feet to a #4 rebar set;
Thence South 13 degrees 43 minutes 13 seconds West 27.28 feet to a #4 rebar set;
Thence North 76 degrees 03 minutes 30 seconds West 132.60 feet to a #4 rebar set;
Thence along a curve turning to the right with an arc length of 136.97 feet, with a radius of 770.00 feet, subtended by a chord of 136.79 feet, with a chord bearing of North 70 degrees 58 minutes 01 seconds West to a #4 rebar set;
Thence North 65 degrees 52 minutes 15 seconds West 113.83 feet to a #4 rebar set on the proposed Easterly Right of Way Line of Cherokee Street;
Thence following along said proposed Easterly Right of Way Line of Cherokee Street the following courses and distances:
North 65 degrees 52 minutes 15 seconds West 10.00 feet to a #4 rebar set;
Thence North 18 degrees 18 minutes 06 seconds East 20.32 feet to a #4 rebar set;
Thence leaving said proposed Easterly Right of Way Line of Cherokee Street South 65 degrees 52 minutes 15 seconds East 134.65 feet to a #4 rebar set;
Thence North 26 degrees 11 minutes 49 seconds East 87.46 feet to a #4 rebar set;
Thence along a curve turning to the right with an arc length of 41.61 feet, with a radius of 155.50 feet, subtended by a chord of 41.49 feet, with a chord bearing of North 33 degrees 51 minutes 46 seconds East to a #4 rebar set;
Thence North 41 degrees 31 minutes 44 seconds East 259.08 feet to a #4 rebar set;
Thence North 03 degrees 28 minutes 16 seconds West 7.37 feet to a #4 rebar set;
Thence North 86 degrees 31 minutes 44 seconds East 298.05 feet to a #4 rebar set;
Thence North 03 degrees 28 minutes 16 seconds West 38.25 feet to a #4 rebar set;
Thence North 86 degrees 31 minutes 44 seconds East 95.71 feet to a #4 rebar set;
Thence North 03 degrees 26 minutes 43 seconds West 235.51 feet to a #4 rebar set on the existing Southerly Right of Way Line of McCollum Parkway, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 7.58 Acres more or less.

Garden Tract 5 Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;

Thence North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;

Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);

Thence leaving said intersection and following along the Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set;

Thence South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set;

Thence South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set;

Thence leaving said Westerly Right of Way Line of Grant Drive and following along the abandoned Northerly Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found on the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence South 00 degrees 48 minutes 55 seconds West 4.85 feet to a #4 rebar found;

Thence South 00 degrees 38 minutes 15 seconds West 103.34 feet to a 1/2" open top pipe found;

Thence South 00 degrees 37 minutes 53 seconds West 100.18 feet to a #4 rebar set;

Thence North 78 degrees 59 minutes 16 seconds West 228.20 feet to a #4 rebar set on the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive and following along the abandoned Northerly Right of Way Line of Grant Drive North 78 degrees 59 minutes 18 seconds West 42.57 feet to a #4 rebar set on the Westerly Right of Way Line of Grant Drive; Thence following along the Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 28 minutes 37 seconds East 53.07 feet to a #4 rebar set;

Thence South 03 degrees 24 minutes 19 seconds East 40.91 feet to a #4 rebar set;

Thence South 02 degrees 27 minutes 58 seconds East 100.00 feet to a #4 rebar found;

Thence South 02 degrees 46 minutes 07 seconds East 306.54 feet to a 1/2" open top pipe found;

Thence leaving said Westerly Right of Way Line of Grant Drive North 67 degrees 34 minutes 14 seconds West 131.42 feet to a #5 rebar found;

Thence North 41 degrees 30 minutes 48 seconds West 104.74 feet to a #5 rebar found;

Thence North 40 degrees 18 minutes 11 seconds West 30.01 feet to a #4 rebar set;

Thence North 15 degrees 00 minutes 40 seconds West 67.83 feet to a #4 rebar set;

Thence South 46 degrees 38 minutes 32 seconds West 91.68 feet to a #4 rebar set;

Thence South 08 degrees 10 minutes 05 seconds West 119.15 feet to a #4 rebar set on the intersection of the Northeasterly and Northwesterly Right of Way Line of Branch Drive (Public, 40' R/W);

Thence leaving said intersection and following along the Northwesterly Right of Way Line of Branch Drive South 45 degrees 28 minutes 47 seconds West 44.04 feet to a #4 rebar set on the Westerly Right of Way Line of Branch Drive;

Thence following along the Westerly Right of Way Line of Branch Drive South 01 degrees 51 minutes 35 seconds West 159.92 feet to a #4 rebar set;

Thence leaving said Westerly Right of Way Line of Branch Drive South 88 degrees 09 minutes 35 seconds West 345.13 feet to a #4 rebar set;

Thence South 88 degrees 09 minutes 35 seconds West 33.41 feet to a #4 rebar set;

Thence North 01 degrees 41 minutes 52 seconds West 141.52 feet to a #4 rebar set;

Thence North 88 degrees 18 minutes 08 seconds East 24.48 feet to a #4 rebar set;

Thence North 00 degrees 31 minutes 47 seconds West 207.02 feet to a #4 rebar set;

Thence North 72 degrees 01 minutes 48 seconds West 60.56 feet to a #4 rebar set;

Thence South 89 degrees 11 minutes 32 seconds West 150.25 feet to a #4 rebar set;

Thence North 00 degrees 48 minutes 28 seconds West 64.48 feet to a #4 rebar set;

Thence North 18 degrees 09 minutes 48 seconds East 164.09 feet to a #4 rebar found on the abandoned Southerly Right of Way Line of Poplar Drive;

Thence leaving said Southerly Right of Way Line of Poplar Drive and following along the abandoned Easterly Right of Way Line of Poplar Springs North 17 degrees 10 minutes 55 seconds East 40.27 feet to a #4 rebar found on the abandoned Northerly Right of Way Line of Poplar Drive;

Thence leaving said Northerly Right of Way Line of Poplar Drive North 17 degrees 58 minutes 12 seconds East 90.01 feet to a 1" crimp top pipe found;

Thence North 17 degrees 58 minutes 12 seconds East 73.12 feet to a #4 rebar set;

Thence running along a curve turning to the right with an arc length of 28.97 feet, with a radius of 845.00 feet, subtended by a chord of 28.97 feet, with a chord bearing of North 66 degrees 51 minutes 11 seconds West to a #4 rebar set;
Thence North 65 degrees 52 minutes 15 seconds West 138.24 feet to a #4 rebar set on the proposed Easterly Right of Way Line of Cherokee Street;
Thence following along said proposed Easterly Right of Way Line of Cherokee Street the following courses and distances:
North 67 degrees 58 minutes 55 seconds East 20.80 feet to a #4 rebar set;
Thence South 65 degrees 52 minutes 19 seconds East 10.00 feet to a #4 rebar set;
Thence leaving said proposed Easterly Right of Way Line of Cherokee Street South 65 degrees 52 minutes 15 seconds East 113.83 feet to a #4 rebar set;
Thence running along a curve turning to the left with an arc length of 147.64 feet, with a radius of 830.00 feet, subtended by a chord of 147.45 feet, with a chord bearing of South 70 degrees 58 minutes 01 seconds East to a #4 rebar set;
Thence South 76 degrees 03 minutes 30 seconds East 242.36 feet to a #4 rebar set;
Thence running along a curve turning to the left with an arc length of 97.73 feet, with a radius of 194.00 feet, subtended by a chord of 96.70 feet, with a chord bearing of North 89 degrees 35 minutes 16 seconds East to a #4 rebar set;
Thence North 75 degrees 09 minutes 19 seconds East 1.98 feet to a #4 rebar set
Thence North 14 degrees 50 minutes 41 seconds West 60.00 feet to a #4 rebar set;
Thence North 15 degrees 27 minutes 21 seconds East 23.77 feet to a #4 rebar set;
Thence South 74 degrees 32 minutes 39 seconds East 59.17 feet to a #4 rebar set;
Thence North 26 degrees 38 minutes 50 seconds East 124.00 feet to a #4 rebar set;
Thence North 14 degrees 01 minutes 13 seconds East 53.69 feet to a #4 rebar set;
Thence South 75 degrees 58 minutes 47 seconds East 429.19 feet to a #4 rebar set;
Thence South 89 degrees 16 minutes 37 seconds East 57.35 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 13.48 Acres more or less.

Future Commercial / Retail Tract 7 Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;

Thence North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;

Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);

Thence leaving said intersection and following along said Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set;

Thence South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set;

Thence South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set at the proposed limits of the abandoned Westerly Right of Way Line of Grant Drive;

Thence leaving said Westerly Right of Way Line of Grant Drive and following along the abandoned Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found at the proposed limits of the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set;

Thence North 89 degrees 16 minutes 37 seconds West 57.35 feet to a #4 rebar set;

Thence North 75 degrees 58 minutes 47 seconds West 429.19 feet to a #4 rebar set;

Thence South 14 degrees 01 minutes 13 seconds West 53.69 feet to a #4 rebar set;

Thence South 26 degrees 38 minutes 38 seconds West 124.00 feet to a #4 rebar set;

Thence North 74 degrees 32 minutes 39 seconds West 59.17 feet to a #4 rebar set;

Thence South 15 degrees 27 minutes 21 seconds West 23.77 feet to a #4 rebar set;

Thence South 14 degrees 50 minutes 41 seconds East 60.00 feet to a #4 rebar set;

Thence South 75 degrees 09 minutes 19 seconds West 1.98 feet to a #4 rebar set;

Thence running along a curve turning to the right with an arc length of 97.73 feet, with a radius of 194.00 feet, subtended by a chord of 96.70 feet, with a chord bearing of South 89 degrees 35 minutes 16 seconds West to a #4 rebar set;

Thence North 76 degrees 03 minutes 30 seconds West 242.36 feet to a #4 rebar set;

Thence running along a curve turning to the right with an arc length of 147.64 feet, with a radius of 830.00 feet, subtended by a chord of 147.45 feet, with a chord bearing of North 70 degrees 58 minutes 01 seconds West to a #4 rebar set;

Thence North 65 degrees 52 minutes 15 seconds West 138.24 feet to a #4 rebar set on the proposed Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence following along said proposed Easterly Right of Way Line of Cherokee Street the following courses and distances:

North 65 degrees 52 minutes 19 seconds West 10.00 feet to a #4 rebar set;

Thence South 67 degrees 58 minutes 55 seconds West 20.80 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence leaving said proposed Easterly Right of Way Line of Cherokee Street South 65 degrees 52 minutes 15 seconds East 138.24 feet to a #4 rebar set;

Thence along a curve turning to the left with an arc length of 28.97 feet, with a radius of 830.00 feet, subtended by a chord of 28.97 feet, with a chord bearing of South 66 degrees 51 minutes 11 seconds East to a #4 rebar set

Thence South 17 degrees 58 minutes 12 seconds West 73.12 feet to a 1" crimp top pipe found;

Thence North 73 degrees 21 minutes 00 seconds West 181.22 feet to a #4 rebar set on the proposed Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence following along said proposed Easterly Right of Way Line of Cherokee Street the following courses and distances:

along a curve turning to the right with an arc length of 85.30 feet, with a radius of 1129.50 feet, subtended by a chord of 85.28 feet, with a chord bearing of North 20 degrees 19 minutes 59 seconds East to a #4 rebar set;

Thence North 67 degrees 58 minutes 55 seconds East 14.84 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 0.35 Acres (15,107 S.F.) more or less.

Future Commercial / Retail Tract 8 Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;

Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:

North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;

Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;

Thence North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;

Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);

Thence leaving said intersection and following along the Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set;

Thence South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set;

Thence South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set;

Thence leaving said Westerly Right of Way Line of Grant Drive and following along the abandoned Northerly Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found on the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;

Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;

Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;

Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set;

Thence South 00 degrees 48 minutes 55 seconds West 4.85 feet to a #4 rebar found;

Thence South 00 degrees 38 minutes 15 seconds West 103.34 feet to a 1/2" open top pipe found;

Thence South 00 degrees 37 minutes 53 seconds West 100.18 feet to a #4 rebar set;

Thence North 78 degrees 59 minutes 16 seconds West 228.20 feet to a #4 rebar set on the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive and following along the abandoned Northerly Right of Way Line of Grant Drive North 78 degrees 59 minutes 18 seconds West 42.57 feet to a #4 rebar set on the Westerly Right of Way Line of Grant Drive;

Thence following along the Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 28 minutes 37 seconds East 53.07 feet to a #4 rebar set;

Thence South 03 degrees 24 minutes 19 seconds East 40.91 feet to a #4 rebar set;

Thence South 02 degrees 27 minutes 58 seconds East 100.00 feet to a #4 rebar found;

Thence South 02 degrees 46 minutes 07 seconds East 306.54 feet to a 1/2" open top pipe found;

Thence leaving said Westerly Right of Way Line of Grant Drive North 67 degrees 34 minutes 14 seconds West 131.42 feet to a #5 rebar found;

Thence North 41 degrees 30 minutes 48 seconds West 104.74 feet to a #5 rebar found;

Thence North 40 degrees 18 minutes 11 seconds West 30.01 feet to a #4 rebar set;

Thence North 15 degrees 00 minutes 40 seconds West 67.83 feet to a #4 rebar set;

Thence South 46 degrees 38 minutes 32 seconds West 91.68 feet to a #4 rebar set;

Thence South 08 degrees 10 minutes 05 seconds West 119.15 feet to a #4 rebar set on the intersection of the Northeasterly and Northwesterly Right of Way Line of Branch Drive (Public, 40' R/W);

Thence leaving said intersection and following along the Northwesterly Right of Way Line of Branch Drive South 45 degrees 28 minutes 47 seconds West 44.04 feet to a #4 rebar set on the Westerly Right of Way Line of Branch Drive;

Thence following along the Westerly Right of Way Line of Branch Drive South 01 degrees 51 minutes 35 seconds West 159.92 feet to a #4 rebar set;

Thence leaving said Westerly Right of Way Line of Branch Drive South 88 degrees 09 minutes 35 seconds West 345.13 feet to a #4 rebar set;

Thence South 88 degrees 09 minutes 35 seconds West 33.41 feet to a #4 rebar set;

Thence North 01 degrees 41 minutes 52 seconds West 141.52 feet to a #4 rebar set;

Thence North 88 degrees 18 minutes 08 seconds East 24.48 feet to a #4 rebar set;

Thence North 00 degrees 31 minutes 47 seconds West 207.02 feet to a #4 rebar set;

Thence North 72 degrees 01 minutes 48 seconds West 60.56 feet to a #4 rebar set;

Thence South 89 degrees 11 minutes 32 seconds West 150.25 feet to a #4 rebar set, , said point being the TRUE POINT OF BEGINNING.

Thence South 89 degrees 11 minutes 32 seconds West 155.27 feet to a #4 rebar set on the proposed Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence following along said proposed Easterly Right of Way Line of Cherokee Street the following courses and distances:

North 01 degrees 21 minutes 20 seconds West 19.29 feet to a #4 rebar set;

Thence along a curve turning to the right with an arc length of 25.79 feet, with a radius of 1145.50 feet, subtended by a chord of 25.79 feet, with a chord bearing of North 00 degrees 42 minutes 38 seconds West to a #4 rebar set ;

Thence along a compound curve turning to the right with an arc length of 105.05 feet, with a radius of 1145.50 feet, subtended by a chord of 105.01 feet, with a chord bearing of North 02 degrees 33 minutes 42 seconds East to a #4 rebar set;

Thence along a compound curve turning to the right with an arc length of 92.64 feet, with a radius of 487.63 feet, subtended by a chord of 92.50 feet, with a chord bearing of North 11 degrees 39 minutes 08 seconds East to a #4 rebar set;

Thence North 17 degrees 05 minutes 41 second East 11.62 feet to a #4 rebar set;

Thence North 69 degrees 19 minutes 36 seconds East 10.50 feet to a #4 rebar set at the intersection of said proposed Easterly Right of Way Line of Cherokee Street and the Southerly Right of Way Line of Poplar Drive (Public, 40' R/W);

Thence leaving said intersection and following along said Southerly Right of Way Line of Poplar Drive South 79 degrees 03 minutes 14 seconds East 172.81 feet to a #4 rebar found on the abandoned Southerly Right of Way Line of Poplar Drive;

Thence leaving said Southerly Right of Way Line of Poplar Drive South 18 degrees 09 minutes 48 seconds West 164.09 feet to a #4 rebar set;

Thence South 00 degrees 48 minutes 28 seconds East 64.48 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 0.93 Acres (40,654 S.F.) more or less.

Future Senior Living Tract #9 Property Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 99, 20th District, 2nd Section, City of Kennesaw, Cobb County, Georgia, and being more particularly described as follows:

Commencing at a #4 rebar found at the intersection of the existing Southerly Right of Way Line of McCollum Parkway (A.K.A. Chalker Road, Public, Variable R/W) and the existing Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);
Thence leaving said intersection and following along the existing Southerly Right of Way Line of McCollum Parkway North 88 degrees 59 minutes 44 seconds East 148.31 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the proposed Southerly Right of Way Line of McCollum Parkway;
Thence leaving said intersection and continuing along said existing Southerly Right of Way Line of McCollum Parkway the following courses and distances:
North 88 degrees 59 minutes 44 seconds East 26.80 feet to a #4 rebar found;
Thence North 86 degrees 47 minutes 26 seconds East 148.00 feet to a #4 rebar set;
North 86 degrees 47 minutes 26 seconds East 67.94 feet to a #4 rebar set;
Thence South 86 degrees 58 minutes 04 seconds East 1.87 feet to a #4 rebar set at the intersection of said existing Southerly Right of Way Line of McCollum Parkway and the Westerly Right of Way Line of Grant Drive (Public, 40' R/W);
Thence leaving said intersection and following along said Westerly Right of Way Line of Grant Drive the following courses and distances:
South 07 degrees 05 minutes 11 seconds East 209.08 feet to a #4 rebar set;
Thence South 04 degrees 04 minutes 56 seconds East 41.51 feet to a #4 rebar set;
Thence South 05 degrees 55 minutes 25 seconds East 65.31 feet to a #4 rebar set at the abandoned Westerly Right of Way Line of Grant Drive;
Thence leaving said Westerly Right of Way Line of Grant Drive and following along the abandoned Right of Way Line of Grant Drive North 84 degrees 04 minutes 35 seconds East 41.98 feet to a 1/2" open top pipe found at the abandoned Easterly Right of Way Line of Grant Drive;
Thence leaving said Easterly Right of Way Line of Grant Drive South 82 degrees 05 minutes 41 seconds East 286.33 feet to a 1" open top pipe found;
Thence South 01 degrees 01 minutes 09 seconds West 126.22 feet to a 1" open top pipe;
Thence South 00 degrees 36 minutes 37 seconds West 100.32 feet to a #5 rebar found;
Thence South 00 degrees 48 minutes 55 seconds West 91.19 feet to a #4 rebar set;
Thence South 00 degrees 48 minutes 55 seconds West 4.85 feet to a #4 rebar found;
Thence South 00 degrees 38 minutes 15 seconds West 103.34 feet to a 1/2" open top pipe found;
Thence South 00 degrees 37 minutes 53 seconds West 100.18 feet to a #4 rebar set;
Thence North 78 degrees 59 minutes 16 seconds West 228.20 feet to a #4 rebar set on the abandoned Easterly Right of Way Line of Grant Drive;

Thence leaving said Easterly Right of Way Line of Grant Drive and following along the abandoned Right of Way Line of Grant Drive North 78 degrees 59 minutes 18 seconds West 42.57 feet to a #4 rebar set on the Westerly Right of Way Line of Grant Drive;

Thence following along said Westerly Right of Way Line of Grant Drive the following courses and distances:

South 07 degrees 28 minutes 37 seconds East 53.07 feet to a #4 rebar set;

Thence South 03 degrees 24 minutes 19 seconds East 40.91 feet to a #4 rebar set;

Thence South 02 degrees 27 minutes 58 seconds East 100.00 feet to a #4 rebar found;

Thence South 02 degrees 46 minutes 07 seconds East 306.54 feet to a 1/2" open top pipe found;

Thence leaving said Westerly Right of Way Line of Grant Drive North 67 degrees 34 minutes 14 seconds West 131.42 feet to a #5 rebar found;

Thence North 41 degrees 30 minutes 48 seconds West 104.74 feet to a #5 rebar found;

Thence North 40 degrees 18 minutes 11 seconds West 30.01 feet to a #4 rebar set;

Thence North 15 degrees 00 minutes 40 seconds West 67.83 feet to a #4 rebar set;

Thence South 46 degrees 38 minutes 32 seconds West 91.68 feet to a #4 rebar set;

Thence South 08 degrees 10 minutes 05 seconds West 119.15 feet to a #4 rebar set on the intersection of the Northeasterly and Northwesterly Right of Way Line of Branch Drive (Public, 40' R/W);

Thence leaving said intersection and following along the Northwesterly Right of Way Line of Branch Drive South 45 degrees 28 minutes 47 seconds West 44.04 feet to a #4 rebar set on the Westerly Right of Way Line of Branch Drive;

Thence following along the Westerly Right of Way Line of Branch Drive South 01 degrees 51 minutes 35 seconds West 159.92 feet to a #4 rebar set;

Thence leaving said Westerly Right of Way Line of Branch Drive South 88 degrees 09 minutes 35 seconds West 345.13 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Thence South 01 degrees 38 minutes 42 seconds West 39.49 feet to a 1 1/2" open top pipe found on the abandoned Westerly Right of Way Line of Russell Drive (Public, 40' R/W);

Thence following along said Westerly Right of Way Line of Russell Drive the following courses and distances:

South 01 degrees 38 minutes 42 seconds West 136.01 feet to a 1" square rod;

Thence South 01 degrees 27 minutes 15 seconds West 203.99 feet to a #4 rebar set at the intersection of said Westerly Right of Way Line of Russell Drive and the Northerly Right of Way Line of Dogwood Drive (Public, 40' R/W);

Thence leaving said intersection and following along the Northerly Right of Way Line of Dogwood Drive (Public, 40' R/W) the following courses and distances:

North 86 degrees 31 minutes 13 seconds West 69.41 feet to a fence post;

Thence North 89 degrees 16 minutes 47 seconds West 79.78 feet to an axle;

Thence North 89 degrees 08 minutes 10 seconds West 189.03 feet to a #4 rebar set at the intersection of the Northerly Right of Way Line of Dogwood Drive and the proposed mitered Northerly Right of Way Line of Dogwood Drive;

Thence leaving said intersection and following along said proposed mitered Northerly Right of Way Line of Dogwood Drive North 33 degrees 37 minutes 21 seconds West 19.02 feet to a #4 rebar set at the intersection of the proposed mitered Northerly Right of Way Line of Dogwood Drive and the proposed Easterly Right of Way Line of Cherokee Street (Public, Variable R/W);

Thence leaving said intersection and following along said proposed Easterly Right of Way Line of Cherokee Street North 01 degrees 06 minutes 30 seconds West 29.55 feet to a #4 rebar set at the intersection of the proposed Easterly Right of Way Line of Cherokee Street and the existing Easterly Right of Way Line of Cherokee Street;

Thence following along said existing Easterly Right of Way Line of Cherokee Street the following courses and distances:

North 00 degrees 58 minutes 17 seconds West 124.77 feet to a #4 rebar set;

Thence North 02 degrees 04 minutes 32 seconds West 80.00 feet to a 1/2" open top pipe bent;

Thence North 02 degrees 02 minutes 29 seconds West 100.09 feet to a 1" open top pipe;

Thence North 01 degrees 51 minutes 05 seconds West 126.50 feet to a #4 rebar set at the intersection of the existing Easterly Right of Way Line of Cherokee Street and the proposed Easterly Right of Way Line of Cherokee Street;

Thence leaving said intersection and following along said proposed Easterly Right of Way Line of Cherokee Street the following courses and distances:

North 01 degrees 21 minutes 20 seconds West 39.93 feet to a #4 rebar set;

Thence North 39 degrees 12 minutes 16 seconds East 20.04 feet to a #4 rebar set;

Thence North 02 degrees 52 minutes 21 seconds West 39.92 feet to a #4 rebar set;

Thence North 40 degrees 07 minutes 41 seconds West 19.13 feet to a #4 rebar set;

Thence North 01 degrees 21 minutes 20 seconds West 92.88 feet to a #4 rebar set;

Thence North 01 degrees 21 minutes 20 seconds West 54.47 feet to a #4 rebar set;

Thence leaving said proposed Easterly Right of Way Line of Cherokee Street North 89 degrees 11 minutes 32 seconds East 155.27 feet to a #4 rebar set;

Thence North 89 degrees 11 minutes 32 seconds East 150.25 feet to a #4 rebar set;

Thence South 72 degrees 01 minutes 48 seconds East 60.56 feet to a #4 rebar set;

Thence South 00 degrees 31 minutes 47 seconds East 207.02 feet to a #4 rebar set;

Thence South 88 degrees 18 minutes 08 seconds West 24.48 feet to a #4 rebar set;

Thence South 01 degrees 41 minutes 52 seconds East 141.52 feet to a #4 rebar set;

Thence North 88 degrees 09 minutes 35 seconds East 33.41 feet to a #4 rebar set, said point being the TRUE POINT OF BEGINNING.

Said tract or parcel contains 5.98 Acres more or less.



Printed: 12/6/2024

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:
East Park JV, LLC East Park JV, LLC

EAST PARK JV LLC

Payment Date: 10/3/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	20009904310	10/15/2024	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$6,399.39	\$0.00	



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Printed: 12/6/2024

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:
VCP Kennesaw, LLC VCP Kennesaw, LLC

VCP KENNESAW PCB LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	20009904320	1/15/2025	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$31,646.64	\$0.00	



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Cobb County Online Tax Receipt

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

Payer:
VCP Kennesaw, LLC VCP Kennesaw, LLC

VCP KENNESAW PCB LLC

Payment Date: 10/15/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	20009904330	1/15/2025	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$277,167.74	\$0.00	



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Printed: 12/6/2024

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:
East Park JV, LLC East Park JV, LLC

EAST PARK JV LLC

Payment Date: 10/3/2024

Tax Year	Parcel ID	Due Date	Appeal Amount			Taxes Due
2024	20009904350	10/15/2024	Pay:	N/A	or	\$0.00
Interest	Penalty	Fees	Total Due	Amount Paid	Balance	
\$0.00	\$0.00	\$0.00	\$0.00	\$1,911.99	\$0.00	



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City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2024 Property Tax Bill

Parcel ID	Tax District		Bill #	
20009904310	3/3-BOND - KENNESAW CITY		266611	
Property Owner/Location/Description			Fair Market Value	Taxable Value
EAST PARK JV LLC 3590 CHEROKEE ST			530,630	212,252
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	212,252	0	212,252	7.7500000000 \$1,644.95
BOND	212,252	0	212,252	1.5000000000 \$318.38
Exemptions:				
You are receiving this bill due to the finalization of your appeal.				
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate divide the Federal Prime Rate by 12. This annual interest rate will change when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).				
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.				

Current Year Tax	\$1,963.33
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$1,963.33
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2024



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20009904310
Amount Due: \$0.00
Bill#: 266611
Due Date: 12/01/2024

AMOUNT PAID

EAST PARK JV LLC
2110 POWERS FERRY RD STE 150
ATLANTA, GA 30339

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2024 Property Tax Bill

Parcel ID	Tax District		Bill #	
20009904320	3/3-BOND - KENNESAW CITY		279934	
Property Owner/Location/Description			Fair Market Value	Taxable Value
VCP KENNESAW PCB LLC 1880 MAPLE DR			2,624,100	1,049,640
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	1,049,640	0	1,049,640	7.7500000000 \$8,134.71
BOND	1,049,640	0	1,049,640	1.5000000000 \$1,574.46



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20009904320
Amount Due: \$0.00
Bill#: 279934
Due Date: 12/30/2024

AMOUNT PAID

VCP KENNESAW PCB LLC
2110 POWERS FERRY RD STE 150
ATLANTA, GA 30339

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2024 Property Tax Bill

Parcel ID	Tax District		Bill #	
20009904330	3/3-BOND - KENNESAW CITY		279936	
Property Owner/Location/Description			Fair Market Value	Taxable Value
VCP KENNESAW PCB LLC 1875 MAPLE DR			22,982,400	9,192,960
Levies	Taxable Value	- Exemptions	= Net Assessment	X Tax Rate = Net Tax
CITY OF KENNESAW	9,192,960	0	9,192,960	7.7500000000 \$71,245.44
BOND	9,192,960	0	9,192,960	1.5000000000 \$13,789.44
Exemptions:				
You are receiving this bill due to the finalization of your appeal.				
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate divide the Federal Prime Rate by 12. This annual interest rate will change when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).				
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.				
			Current Year Tax	\$85,034.88
			Interest	\$0.00
			Penalty	\$0.00
			Other Fees	\$0.00
			Payments Received	\$85,034.88
			Other Amounts Due	\$0.00
			Total Due	\$0.00
			Due Date	12/30/2024



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20009904330
Amount Due: \$0.00
Bill#: 279936
Due Date: 12/30/2024

AMOUNT PAID

VCP KENNESAW PCB LLC
2110 POWERS FERRY RD STE 150
ATLANTA, GA 30339

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780
(770) 429-4542

2024 Property Tax Bill

Parcel ID		Tax District		Bill #					
20009904350		3/3-BOND - KENNESAW CITY		267317					
Property Owner/Location/Description				Fair Market Value	Taxable Value				
EAST PARK JV LLC 3590 CHEROKEE ST				158,540	63,416				
Levies	Taxable Value	-	Exemptions	=	Net Assessment	X	Tax Rate	=	Net Tax
CITY OF KENNESAW	63,416		0		63,416		7.7500000000		\$491.47
BOND	63,416		0		63,416		1.5000000000		\$95.12
Exemptions:									
You are receiving this bill due to the finalization of your appeal.									
Interest will accrue monthly at a rate of .96% per month, based on an annual calculation of Federal Prime Rate (8.5%) plus 3%. To arrive at the new monthly interest rate divide the Federal Prime Rate by 12. This annual interest rate will change when the Federal Reserve announces the new bank prime loan rate each January (House Bill 960). Penalty will accrue at 5% after 120 days with an additional 5% assessed after each successive 120 days to a maximum of 20% of the principle amount due (House Bill 960).									
Any questions concerning payment instructions should be directed to the City of Kennesaw Property Tax Department at (770) 429-4542 or taxoffice@kennesaw-ga.gov.									

Current Year Tax	\$586.59
Interest	\$0.00
Penalty	\$0.00
Other Fees	\$0.00
Payments Received	\$586.59
Other Amounts Due	\$0.00
Total Due	\$0.00
Due Date	12/01/2024



City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

Please make check or Money Order Payable to :
City of Kennesaw Property Tax Division and
include the Parcel ID on your check.

For your convenience, you may pay by check,
money order, Discover, Mastercard, AMEX,
VISA.
3% fee and \$3.50 per transaction fee added to
debit/credit card payments. \$1.25 fee per
ECheck transaction paid online.

Parcel ID: 20009904350
Amount Due: \$0.00
Bill#: 267317
Due Date: 12/01/2024

AMOUNT PAID

EAST PARK JV LLC
3530 CHEROKEE ST STE 150
ATLANTA, GA 30339

City of Kennesaw
PROPERTY TAX DIVISION
2529 J. O. STEPHENSON AVE
KENNESAW, GA 30144-2780

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Professional Land Surveyor Seal for Christopher A. Evans, State of Georgia, License No. 784.

NO STREET PARKING HAS
BEEN APPROVED FOR THIS
DEVELOPMENT

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TRACT NOTES:

1. TRACT 6 AND 10B ARE INTENTIONALLY NOT SHOWN.
2. TRACT 6 WAS FORMERLY A DETENTION CAMP THAT WAS INCORPORATED INTO GARDEN TRACT 5 IN DEED BOOK 15890, PAGE 6347.
3. TRACT 10B WAS FORMERLY A FUTURE R/W DEDICATION FROM SITE PLAN AND FUTURE DOT PROJECT SEPARATED FROM TRACT 10A BY THE PUBLIC RIGHT OF WAY OF PINE DRIVE. THE CITY OF KENNESAW OUTLINED THE PUBLIC RIGHT OF WAY OF PINE DRIVE IN DEED BOOK 16029, PAGE 130. TRACT 10B AND THE OUTLINED PUBLIC RIGHT OF WAY OF PINE DRIVE WERE INCORPORATED INTO TRACT 10A.

FUTURE R/W DEDICATION
FROM SITE PLAN AND
FUTURE DOT PROJECT
TRACT 10C
0.06 AC.

NO STREET PARKING HAS
BEEN APPROVED FOR THIS
DEVELOPMENT

LEGEND

- ♂ P.P. — POWER POLE
 ✕ L.P. — LIGHT POLE
 ⬠ F.H. — FIRE HYDRANT
 Ⓢ M.H. — SANITARY SEWER MANHOLE
 W/M. — WATER METER
 G/M. — GAS METER
 ○ RBS — REINFORCING BAR SET
 ○ RBF — REINFORCING BAR FOUND
 ○ CTF — CRIMP TOP PIPE FOUND
 ○ OTF — OPEN TOP PIPE FOUND
 R/W MON. — RIGHT-OF-WAY MONUMENT
 ——— TYPE OF FENCE
 J.B. — JUNCTION BOX
 D.I. — DROP INLET / YARD INLET
 C.B. — CATCH BASIN
 = R.C.P. — REINFORCED CONCRETE PIPE
 = C.M.P. — CORRUGATED METAL PIPE
 ☒ CABLE OR TELEPHONE BOX
 ☒ GAS OR WATER VALVE
 ○ C.C. SEWER CLEAN OUT
 ○ TELEPHONE MANHOLE
 - - - - - OVERHEAD POWER LINES
 H.W. — HEADWALL
 [P.B.X.] POWERBOX
 [234] STREET ADDRESS
 - - - - - WATER LINE
 - - - - - UNDERGROUND TELEPHONE LINE
 - - - - - GAS LINE
 - - - - - UNDERGROUND ELECTRICAL LINE
 A.E. — ACCESS EASEMENT
 P.O.B. — POINT OF BEGINNING
 P.O.C. — POINT OF COMMENCEMENT

FUTURE R/W DEDICATION
FROM FUTURE
DOT PROJECT
TRACT 10D
0.002 AC.

*FUTURE SENIOR LIVING #9
5.98 AC.*

#3420 CHEROKEE STREET
OWNER - EAST PARK JV, LLC
TAX PARCEL #20-00990-4370
ZONED T-40

PROPOSED EASEMENTS
FROM PLANS BY CROY
ENGINEERS, NO DEED
PROVIDED TO SURVEYOR.
P.B. 278, PG. 114
P.B. 278, PG. 261

COBB EMC EASEMENT
(15 FEET ON EACH SIDE OF THE
CENTER OF DISTRIBUTION LINE)
D.B. 4133, PG. 39

FUTURE R/W DEDICATION
FROM SITE PLAN
TRACT 10E
0.32 AC.

13790 00
#3590 CHEROKEE STREET
OWNER - EAST PARK JV, LLC
TAX PARCEL #20-00990-4340
ZONED T-40

*NOTE:
LOCATION OF WATERLINE INSIDE THE PRIVATE RIGHT OF WAY OF
MAPLE DRIVE AND FUTURE R/W DEDICATION FROM SITE PLAN TRACT
10E ARE SHOWN FROM SITE WATER RECORD DRAWINGS BY EBERLY &
ASSOCIATES, PROVIDED BY CLIENT.

HATCHING LEGEND

-
- PROPOSED
FROM EAST
SITE

== PROPOSED DRIVEWAY
EASEMENT FROM
CHEROKEE STREET
IMPROVEMENTS.

— PROPOSED CONSTRUCTION
EASEMENT FROM CHEROKEE
STREET IMPROVEMENTS.

REV. 1: 9/23/2018 ADD OUT PARCELS NEW TITLE COMMITMENTS CHANGE NAME.

REV. 2: 6/28/2018 NEW TITLE COMMITMENTS ADD LESS & EXCEPTS

REV. 3: 9/7/2018 ADD PRO FORMA EXCEPTIONS ALTER LESS & EXCEPTS

REV. 4: 11/15/2018 REVISE R/W OF OUT TRACTS CREATE TRACT IV REVERSE TRACT I SURVEY LESS & EXCEPTS 8,9,10,11,12,13 & 14

REV. 5: 12/10/2018 ADD PROPOSED R/W ALONG CHEROKEE STREET ADD R/W TAKE TRACT DETAILS ADD PROPOSED CONSTRUCTION EASEMENTS ADD PROPOSED DRIVEWAY EASEMENTS

REV. 6: 12/19/2018 ADD TRACT IV ADD PROPOSED R/W ALONG CHEROKEE STREET

REV. 7: 9/3/2021 UPDATE ALTA TO CURRENT STANDARDS. ADD TRACT V

REV. 8: 3/24/2022 CONVERT ALTA TO FINAL PLAT / RECONFIGURATION PLAT.

REV. 9: 7/29/2024 REVISE FUTURE COMMERCIAL / RETAIL TRACT 2, FUTURE COMMERCIAL / RETAIL TRACT 3, MIDRISE GARAGE TRACT 3 PROPERTY LINES, SHOW NEW 10 FOOT COBB COUNTY WATERLINE EASEMENTS, COBB COUNTY VAULT EASEMENTS, 20 FOOT COBB COUNTY SANITARY SEWER EASEMENTS, DETENTION POB EASEMENT AND ACCESS EASEMENTS.

DRAWN BY: STK
CHECKED BY: DCO
FILE: S:\BND\COBB\20_9
FIELD DATE: 5/17/18
OFFICE DATE: 5/23/18
SCALE: 1"=50'
REVISIONS (SEE SHEET 1)

PREPARED IN THE OFFICE OF:



AS REQUIRED BY SUBSECTION (4) OF G.O.C.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES. THE RULES, STANDARDS AND REGULATIONS OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS OF THE STATE OF GEORGIA REQUIRE THAT ALL SURVEY INFORMATION SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. THEREFORE, THE PURCHASER OR USER OF THIS PLAT SHOULD BE AWARE THAT IT COMPLES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN G.O.C.A. CHAPTER 15-6.



1/24,
DATE



FINAL PLAT AND TAX PARCEL
RECONFIGURATION FOR:
EAST PARK

LOCATED IN L.L. 99
20th DISTRICT, 2nd SECTION
CITY OF KENNESAW
COBB COUNTY, GA. SHEET 6 OF 6



Item Report

TO: The Honorable Mayor and City Council
FROM:
DATE: February 24, 2025
TITLE: Reports, Discussions, and Updates

Summary:

Recommendation:

Fiscal Impact:

Attachments:
None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 24, 2025

TITLE: Mayor and Council (re)appointments to Boards and Commissions. This item is for (re)appointments made by the Mayor to any Board, Committee, Authority, or Commission requiring an appointment to fill any vacancies, resignations, and to create or dissolve boards and commissions, as deemed necessary.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 24, 2025

TITLE: **Update: City Parks**
Update requested by Councilmember Jones regarding status of upgrades to city-owned parks.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None



Item Report

TO: The Honorable Mayor and City Council

FROM:

DATE: February 24, 2025

TITLE: **Discussion: Solar Lights in City Parks**

Discussion requested by Councilmember Jones regarding the installation of solar lights in city-owned parks.

Summary:

Recommendation:

Fiscal Impact:

Attachments:

None