



**City of Flowery Branch
Special Called City Council Meeting
Tuesday, March 22, 2022, 6:00 PM
City of Flowery Branch City Hall
5410 West Pine Street, Flowery Branch, GA 30542**



CALL WORK SESSION TO ORDER:

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION:

UNFINISHED BUSINESS - WORK SESSION:

- Consideration of a Development Agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.
[Executive Summary - Development Agreement with Flowery Branch Apartments Owner LLC ERB Rev.doc](#)
[Agreement with Flowery Branch Apartments Owner.pdf](#)

NEW BUSINESS - WORK SESSION:

- Consideration of executing a performance agreement for the Swingin' Medallions on Thursday, September 1, 2022 at the Farmers Market Block Party
[ES Swingin Medallions.pdf](#)
[Contract Swingin Medallions.pdf](#)

DEPARTMENT REPORTS: -

- a. City Manager Report
- b. City Clerk Report
- c. Finance Director Report
- d. Planning Department Report
- e. Police Report
- f. Attorney Report
- g. Council Report

ADJOURNMENT WORK SESSION:

VOTING SESSION AGENDA:

CALL TING SESSION TO ORDER:

PUBLIC COMMENTS:

CONSENT AGENDA:

UNFINISHED BUSINESS - VOTING SESSION:

- Consideration of a Development Agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

[Executive Summary - Development Agreement with Flowery Branch Apartments Owner LLC ERB Rev.doc](#)
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NEW BUSINESS - VOTING SESSION:

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[ES Swingin Medallions.pdf](#)
[Contract Swingin Medallions.pdf](#)

EXECUTIVE SESSION:

ADJOURNMENT:

If you have a disability or impairment and need special assistance please contact the City Clerk prior to the meeting at 770-967-6371 - Meeting agenda is subject to change



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of a Development Agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

COUNCIL MEETING DATE: March 22, 2022

HISTORY:

Flowery Branch Apartments Owner, LLC is nearing the completion of the first apartments being constructed on parcels zoned for such use. Although Flowery Branch Apartments Owner, LLC has secured sewer capacity from the city, the necessary land development permits, and an easement from the Board of Education to connect, it has not connected to the sewer system as of today, but will need to as the first completed apartment units will come online within the next two weeks.

FACTS AND ISSUES:

FACTS AND ISSUES: After Flowery Branch Apartments Owner, LLC obtained the necessary sewer capacity, development permits and easements to connect to the city's sewer system via C.W. Davis pump station, it was discovered that the manhole to which it was to connect discharges into a gravity flow pipe entering the pump station wet well near the bottom. Because of this low entry point, the capacity of the pump station is not at its maximum and adding additional flow would likely create issues for the city's system within the subject sewer shed unless improvements are made. Accordingly, staff instructed CPL to begin designing a project immediately to upgrade the system to allow for Flowery Branch Apartments Owner, LLC's capacity as well as other developments' capacity in the same sewer shed. Part of CPL's project scope would have Flowery Branch Apartments Owner, LLC abandon its connection to the lowest manhole and install a force main to enter the pump station wet well close to the manhole at a much higher elevation. To accomplish this relocation, Flowery Branch Apartments Owner, LLC would need an additional easement from the Board of Education. Unfortunately, the Board of Education was not willing to grant the necessary easement to Flowery Branch Apartments Owner, LLC. Without the easement from the Board of Education, it was uncertain as to how access would be obtained, and staff directed CPL to stop all work on the project. Thus, construction drawings have not been completed for the upgrades. With all of the city's requirements for sewer access having been met by Flowery Branch Apartments Owner, LLC, it is recommended that the City of Flowery Branch enter into a development agreement with Flowery Branch Apartments Owner, LLC to allow for connection to the lowest manhole immediately, construct a force main to the wet well at a higher elevation as soon as agreements are reached amongst the City of Flowery Branch, Flowery Branch Apartments Owner, LLC and the Hall County Board of Education (as long as it is within a reasonable time frame), and provide for future improvements to the sewer system.

OPTIONS:

Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve the development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Development Agreement with Flowery Branch Apartments Owner LLC ERB Rev.doc](#)
- [Agreement with Flowery Branch Apartments Owner.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

DATE: March 17, 2022

BUDGET INFORMATION:

ANNUAL- No change
CAPITAL- No change

(X) RECOMMENDATION

() POLICY DISCUSSION

() STATUS REPORT

() OTHER

COUNCIL ACTION REQUESTED ON: March 17, 2022

PURPOSE: Authorizing a development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system, allowing them to access the sewer system, and provide for future improvements to the sewer system.

HISTORY: Flowery Branch Apartments Owner, LLC is nearing the completion of the first apartments being constructed on parcels zoned for such use. Although Flowery Branch Apartments Owner, LLC has secured sewer capacity from the city, the necessary land development permits, and an easement from the Board of Education to connect, it has not connected to the sewer system as of today, but will need to as the first completed apartment units will come online within the next two weeks.

FACTS AND ISSUES: After Flowery Branch Apartments Owner, LLC obtained the necessary sewer capacity, development permits and easements to connect to the city's sewer system via C.W. Davis pump station, it was discovered that the manhole to which it was to connect discharges into a gravity flow pipe entering the pump station wet well near the bottom. Because of this low entry point, the capacity of the pump station is not at its maximum and adding additional flow would likely create issues for the city's system within the subject sewer shed unless improvements are made. Accordingly, staff instructed CPL to begin designing a project immediately to upgrade the system to allow for Flowery Branch Apartments Owner, LLC's capacity as well as other developments' capacity in the same sewer shed. Part of CPL's project scope would have Flowery Branch Apartments Owner, LLC abandon its connection to the lowest manhole and install a force main to enter the pump station wet well close to the manhole at a much higher elevation. To accomplish this relocation, Flowery Branch Apartments Owner, LLC would need an additional easement from the Board of Education. Unfortunately, the Board of Education was not willing to grant the necessary easement to Flowery Branch Apartments Owner, LLC. Without the easement from the Board of Education,

it was uncertain as to how access would be obtained, and staff directed CPL to stop all work on the project. Thus, construction drawings have not been completed for the upgrades. With all of the city's requirements for sewer access having been met by Flowery Branch Apartments Owner, LLC, it is recommended that the City of Flowery Branch enter into a development agreement with Flowery Branch Apartments Owner, LLC to allow for connection to the lowest manhole immediately, construct a force main to the wet well at a higher elevation as soon as agreements are reached amongst the City of Flowery Branch, Flowery Branch Apartments Owner, LLC and the Hall County Board of Education (as long as it is within a reasonable time frame), and provide for future improvements to the sewer system.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

UPON RECORDING RETURN TO:
Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street, N.E.
Suite 3000
Atlanta, Georgia 30308
Attn: David C. Kirk

STATE OF GEORGIA

COUNTY OF HALL

AGREEMENT BY AND BETWEEN FLOWERY BRANCH APARTMENTS OWNER, LLC AND THE CITY OF FLOWERY BRANCH, GEORGIA, FOR ACCESS TO AND MAINTENANCE OF THE SANITARY SEWER SYSTEM

This AGREEMENT is made and entered into this ____ day of March, 2022, by and between FLOWERY BRANCH APARTMENTS OWNER, LLC, a Delaware limited liability company, located at 8210 Creedmoor Road, Suite 103, Raleigh, North Carolina 27613 ("DEVELOPER") and the City of Flowery Branch, Georgia, a Georgia municipal corporation, located at 5410 Pine Street, Flowery Branch, Georgia 30542 ("CITY") for the purpose of maintaining, repairing, and improving the CITY'S sanitary sewer system by acknowledging DEVELOPER'S rights to immediately utilize sanitary sewer lines and a lift station conveyed to CITY by the Hall County Board of Education on property at 4450 Hog Mountain Road by installing a new sewer connection to an existing manhole on such property ("CONNECTION PROJECT") and, further, for the purpose of providing for the CITY'S eventual enhancement of the sanitary sewer system through an

additional project to be determined by the CITY (the "ENHANCEMENT"). Together, the CONNECTION PROJECT and ENHANCEMENT are referred to herein as "THE PROJECTS."

WHEREAS, DEVELOPER is the developer of 32.49 acres of land commonly known as the Woodfield Flowery Branch Apartments located at 4496 Hog Mountain Road within the City of Flowery Branch, Georgia (Tax Parcel 08097 000001A), consisting of approximately 342 residential units as shown on Exhibit A, attached hereto and incorporated herein ("DEVELOPMENT") and desires certain commitments from the CITY in regard to THE PROJECTS; and

WHEREAS, DEVELOPER is the owner of a permanent sewer and temporary construction easement on property owned by the Hall County Board of Education on property at 4450 Hog Mountain Road adjacent to DEVELOPMENT that gives DEVELOPER the right to perform the CONNECTION PROJECT to connect to the CITY sewer system through a manhole located on the School Board property, recorded in Book 8771 at Pages 425 - 435 of the records of Hall County, Georgia, and as shown on Exhibit B attached hereto and incorporated herein; and

WHEREAS, CITY acknowledges such rights, has previously approved plans for the CONNECTION PROJECT, and desires the DEVELOPER carry out the CONNECTION PROJECT; and

WHEREAS, DEVELOPER owns certain design and engineering documents for a possible future gravity sewer line from the CITY-owned lift station to another portion of the CITY sewer system ("DESIGN DOCUMENTS") that it is willing to provide to the CITY for potential use in the ENHANCEMENT; and

WHEREAS, DEVELOPER is the owner of a certain perpetual easement on property adjacent to DEVELOPMENT, and recorded in Book 9078 at Pages 536 - 553 of the records of Hall County, Georgia, as shown on Exhibit C, attached hereto and incorporated herein, that it is willing to assign to CITY and is also willing to grant an easement across a portion of DEVELOPMENT for CITY'S potential use in the ENHANCEMENT ("EASEMENTS"); and

WHEREAS, CITY is the owner of a pump station, sanitary sewer lines, and perpetual easements for same on property owned by the Hall County Board of Education by virtue of a Sewer System Facilities Dedication dated October 9, 2000, and recorded in Book 3782 at Pages 547 & 548 of the records of Hall County, Georgia, ("DEDICATION") as shown on Exhibit D, attached hereto and incorporated herein; and

WHEREAS, the CITY and DEVELOPER desire to cooperate in the design and construction of THE PROJECTS to maintain, repair, and improve the CITY'S sanitary sewer service to serve said DEVELOPMENT and other existing and planned developments in the City of Flowery Branch.

NOW THEREFORE, DEVELOPER and CITY agree to the following:

- I. CITY acknowledges DEVELOPER has prepared the engineering design of the CONNECTION PROJECT which has been accomplished by professional engineers registered in the State of Georgia and that the design complies with all relevant CITY specifications and standards. City further acknowledges the design and plans for the CONNECTION PROJECT have been approved in writing by the CITY engineer.
- II. DEVELOPER shall be responsible for and shall provide all labor and materials necessary for the construction of the CONNECTION PROJECT.
- III. DEVELOPER shall notify CITY in writing of its right to inspect the CONNECTION PROJECT prior to completion of construction of the CONNECTION PROJECT. DEVELOPER shall not bear the cost of said CITY inspection.
- IV. DEVELOPER shall provide CITY a statement from the CONNECTION PROJECT engineer certifying that the materials and workmanship meet CITY specifications and standards. Upon request of CITY, DEVELOPER shall substantiate by material affidavits from suppliers and by applicable test results. DEVELOPER shall provide CITY two copies of "as-built" drawings of the CONNECTION PROJECT.

- V. DEVELOPER shall provide CITY with copies of all lien releases by material and equipment suppliers for the CONNECTION PROJECT.
- VI. The CONNECTION PROJECT shall be complete upon certification in writing by the City Engineer and City Manager and upon such certification CITY shall permit connection of the DEVELOPMENT to the CITY sewer system.
- VII. Within ten (10) business days of the certification of completeness of the CONNECTION PROJECT and connection of DEVELOPMENT to the CITY'S sewer system as described in Paragraph VI of this AGREEMENT, DEVELOPER shall provide the CITY with the DESIGN DOCUMENTS as well as funds equal to \$50,000.00 (Fifty Thousand Dollars) ("DEVELOPER'S CASH CONTRIBUTION"), such DEVELOPER'S CASH CONTRIBUTION to be used by the CITY for design and engineering, easement acquisition, and construction of the ENHANCEMENT PROJECT, the scope, location, and timing of which shall be at the CITY'S discretion.
- VIII. Within ten (10) business days of the certification of completeness of the CONNECTION PROJECT and connection of DEVELOPMENT to the CITY'S sewer system as described in Paragraph VI of this AGREEMENT, DEVELOPER also shall deposit into escrow funds equal to \$150,000.00 (One Hundred Fifty Thousand Dollars) ("DEVELOPER'S ESCROW CONTRIBUTION") for the CITY'S eventual use for the ENHANCEMENT. The DEVELOPER'S ESCROW CONTRIBUTION will be escrowed with the national title insurance company that has issued DEVELOPER'S title insurance policy or another company mutually agreed upon by the DEVELOPER and the CITY. Together, the DEVELOPER'S CASH CONTRIBUTION and DEVELOPER'S ESCROW CONTRIBUTION (totaling \$200,000.00) will be DEVELOPER'S maximum monetary contribution towards the ENHANCEMENT.

- IX. Except as otherwise provided herein, DEVELOPER or its successors in interest or assigns shall be responsible for maintaining the CONNECTION PROJECT for one year after the CITY certifies the CONNECTION PROJECT complete. DEVELOPER shall transfer all applicable warranties to the CITY within fourteen (14) days before the expiration of the one-year maintenance period.
- X. Except as otherwise provided herein, upon the completion of the one-year maintenance period described in Paragraph IX of this AGREEMENT, DEVELOPER or its successors in interest or assigns shall dedicate all rights, title, and interest that DEVELOPER or its successors in interest or assigns may have in the CONNECTION PROJECT and any real property, including but not limited to easements or rights-of-way, necessary for the purpose of owning, operating and/or maintaining the CONNECTION PROJECT by providing CITY a recordable plat(s) showing all utilities within public easements and/or rights of way to be owned and maintained by the CITY. CITY shall not accept said dedication until such time that all property offered by DEVELOPER or its successors in interest or assigns for acceptance by the CITY is free and clear of all encumbrances including but not limited to liens and security interests.
- XI. Within ninety (90) calendar days of the certification of completeness of the CONNECTION PROJECT and connection of DEVELOPMENT to the CITY'S sewer system as described in Paragraph VI of this AGREEMENT, the CITY shall have the right to direct DEVELOPER in writing to construct, at DEVELOPER'S expense, a direct connection to the CITY-owned pump station on property owned by the Hall County Board of Education using, in DEVELOPER'S sole discretion, either the existing CITY-owned easement as depicted in the DEDICATION attached hereto as Exhibit C, provided such easement is undisputed by the Hall County Board of Education, or another easement obtained by DEVELOPER or CITY

and to discontinue the use of the CONNECTION PROJECT. Upon receipt of such written direction from the CITY, DEVELOPER shall have an additional ninety (90) calendar days to construct the direct connection to the CITY-owned pump station and discontinue the use of the CONNECTION PROJECT, at which time DEVELOPER shall be relieved of any obligations contained in Paragraphs IX and X of this AGREEMENT. Should CITY not exercise its right under this Paragraph XI within ninety (90) calendar days of the certification of completeness of the CONNECTION PROJECT and connection of DEVELOPMENT to the CITY'S sewer system as described in Paragraph VI of this AGREEMENT, DEVELOPER shall have no obligation to connect to the CITY-owned pump station. Likewise, should the DEVELOPER'S use of the CITY-owned easement, as depicted in the DEDICATION, be disputed by the Hall County Board of Education or if CITY or DEVELOPER is unable to obtain an undisputed easement from the Hall County Board of Education to construct a direct connection to the CITY-owned pump station, DEVELOPER shall have no obligation to connect to the CITY-owned pump station.

- XII. CITY acknowledges that DEVELOPER'S CASH CONTRIBUTION and DEVELOPER'S ESCROW CONTRIBUTION may represent only a portion of funds required for final design and engineering, easement acquisition, and construction of the ENHANCEMENT and agrees to fund all remaining costs of the ENHANCEMENT using CITY funds and other funding sources.
- XIII. DEVELOPER agrees that, no later than the issuance of the final certificate of occupancy for the DEVELOPMENT, it will grant CITY a perpetual easement for the construction and maintenance of the portion of a possible gravity sewer line that crosses the portion of the DEVELOPMENT indicated in Exhibit D, such easement being in substantially the same location as indicated on Exhibit D. DEVELOPER further agrees that, concurrent with the

grant of the aforementioned easement, it will assign to CITY all rights DEVELOPER has under any and all EASEMENTS obtained by DEVELOPER for portions of such gravity sewer line.

- XIV. DEVELOPER further agrees that, within ten (10) business days of the issuance of the final certificate of occupancy for the DEVELOPMENT, it will direct the escrow agent to release DEVELOPER'S ESCROW CONTRIBUTION to the CITY.
- XV. CITY acknowledges DEVELOPER previously has paid all required fees for CITY sewer capacity and/or connection to the CITY sewer system. CITY further agrees that, upon the completion of the CONNECTION PROJECT by DEVELOPER, CITY shall not withhold any certificates of occupancy for any portion of the DEVELOPMENT for any reason related to the CONNECTION PROJECT, sewer capacity, or sewer system improvements desired by the CITY.
- XVI. The term of this AGREEMENT shall be from the date first written above up and through one (1) year after completion of the PROJECTS unless terminated prior to such date by mutual agreement of CITY and DEVELOPER.
- XVII. All notices under this AGREEMENT shall be in writing and shall be deemed to have been given by delivering in-person, certified mail, or statutory overnight delivery to the following:

For CITY: Ms. Tonya Parrish
City Manager
City of Flowery Branch
5410 Pine Street
Flowery Branch, Georgia 30542

With Copy To: E. Ronald Bennett, Jr., Esq.
Carothers & Mitchell, LLC
1809 Buford Highway
Buford, Georgia 30518

For DEVELOPER: Attn: Mr. Patrick Kassin

Flowery Branch Apartments Owner, LLC
8210 Creedmoor Road
Suite 103
Raleigh, North Carolina 27613

With Copy To: Stephanie E. Greer Fulcher, Esq.
Troutman Pepper Hamilton Sanders LLP
301 South College Street
34th Floor
Charlotte, North Carolina 28202

DEVELOPER or CITY may designate new or additional persons to receive such notices by providing written notice to the other party.

- XVIII. DEVELOPER shall indemnify and hold harmless CITY for any and all claims arising out of any act or omission related to the design and construction of the CONNECTION PROJECT made by DEVELOPER, or any person for whom DEVELOPER could be liable, prior to CITY acceptance of ownership of the CONNECTION PROJECT.
- XIX. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition, or covenant under this AGREEMENT.
- XX. This AGREEMENT contains the sole and entire agreement of the parties with respect to the PROJECTS contemplated hereunder and no representation, inducement, promise, or agreement, parole or written, between the parties and not incorporated herein shall be of any force or effect. Any amendment to this AGREEMENT shall be in writing and executed by the parties.
- XXI. The provisions of this AGREEMENT shall inure to the benefit or and be binding upon the parties hereto and the respective successors and assigns.
- XXII. Time is of the essence with respect to this AGREEMENT.

- XXIII. This AGREEMENT and all amendments hereto shall be governed and construed under the laws of the State of Georgia.
- XXIV. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.
- XXV. This AGREEMENT may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have set their hand and seal.

FLOWERY BRANCH APARTMENTS OWNER, LLC

CITY OF FLOWERY BRANCH, GEORGIA

By: _____ and sole
Manager of FLOWERY BRANCH APARTMENTS
OWNER, LLC

By: _____

ATTEST:

By: Edward R. Asbridge, Mayor

ATTEST:

By: _____

By: Shelia Cooper, City Clerk

EXHIBIT A

HOG MOUNTAIN
A MASTER PLANNED RESIDENTIAL DEVELOPMENT
FOR
WOODFIELD DEVELOPMENT
P.O. BOX 1127
HILL OF PALMS, NC 27451
PHONE: 404-514-3486

CITY OF FLORENCE BRANCH
HALL COUNTY
GEORGIA

"WE PROVIDE SOLUTIONS"

PLANNERS AND ENGINEERS COLLABORATIVE
PLANNING • LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING • LAND SURVEYING
LANDSCAPE CONSULT • PEACHTREE CORNERS, GEORGIA 30028 • (770) 451-2241 • FAX (770) 451-3915 •

EXHIBIT B

**Recording Requested by and
Please Return to:**

Michael Wall
Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street, N.E., Suite 3000
Atlanta, GA 30308

eFiled and eRecorded
DATE: 03/30/2021
TIME: 8:50 AM
DEED BOOK: 8771
PAGE: 425 - 435
FILING FEES: \$25.00
PARTICIPANT ID: 4591293252
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

**PERMANENT SEWER AND TEMPORARY
CONSTRUCTION EASEMENT**

THIS PERMANENT SEWER AND TEMPORARY CONSTRUCTION EASEMENT is executed this 26 day of Oct. 2020 by the Hall County Board of Education (hereinafter, "**Grantor**") for the benefit of Flowery Branch Apartments Owner, LLC, a Delaware limited liability company and its successors and assigns (the "**Grantee**").

WHEREAS, Grantee owns that certain parcel of land within the city of Flowery Branch, Hall County, Georgia having a tax parcel identification number of 08097-000001A (the "**Grantee Property**"), and requires certain easements as hereinafter described and granted in connection with the construction, maintenance, operation, and repair of certain Sewer Improvements (hereinafter defined) located within Hall County, Georgia; and

WHEREAS, Grantor owns that certain parcel of land located adjacent to the Grantee Property having a tax parcel identification number of 08093-000008 (the "**Grantor Property**"); the Grantor Property and the Grantee Property are collectively referred to herein as the "**Tracts**") and desires to grant such easements to Grantee for the consideration and upon the terms, conditions, and agreements hereinafter set forth.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, said Grantor does hereby grant, bargain, sell, and release unto Grantee, its successors and assigns forever, the following easements subject to the terms, conditions, and agreements contained herein:

(1) A perpetual easement (the "**Sewer Easement**") for the construction, location, installation, operation, relocation, extension, inspection, maintenance, repair, alteration, modification, redesign, reconstruction, replacement, and removal of one or more sewer lines, together with all valves, appurtenances, apparatus, and equipment (collectively, the "**Sewer Improvements**") upon, over, along, across, through, and under the area identified as "20' Permanent Sewer Easement" on Exhibit A attached hereto (the "**Easement Area**"); and

(2) A temporary access and construction easement (the "**TCE**," and together with the Sewer Easement, the "**Easements**") upon, over, along, across, through, and under such portions of the Grantor Property as shall be reasonably necessary for the installation of the Sewer Improvements and the performance of related construction activities and the operation of construction equipment associated therewith.

TOGETHER with all the rights and privileges necessary or convenient for the full use and enjoyment of said Easements, including, without limitation, the rights of ingress, egress, and regress over, under, through, upon, and across the remainder of the Grantor Property and all rights of way and ingress and egress easements beneficial to Grantor and/or the above-described property.

TOGETHER also with the right from time to time to remove, cut, trim, or clear and keep clear trees, underbrush, structures, and obstructions upon said Easement Area, and the right of entry upon the Grantor Property, beneficial estates, and all rights of way for all of the purposes aforesaid; provided, however, that nothing herein shall create a duty of Grantee to remove said items or keep clear or maintain the Easement Area, beneficial estates, or rights of way.

These Easements shall run with title to the Tracts and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, successors, assigns, administrators, and executors.

IT IS UNDERSTOOD AND AGREED that the Easements above described are granted and accepted upon the following terms and conditions:

The TCE granted herein shall automatically terminate, without the necessity of the execution of recording of any other document, upon the completion of the Sewer Improvements and the public dedication of same to the City of Flowery Branch, a municipal corporation of the state of Georgia (the "**City**").

Upon completion of the Sewer Improvements, Grantee may assign its rights hereunder to the City in connection with the public dedication of such Sewer Improvements, and Grantor hereby consents both to such assignment and to such dedication.

The Grantor will make no use of the Easement Area that is inconsistent with the uses and purposes for which the Easements have been granted and shall not interfere with Grantee's use of the Easement Area in any way, and without limiting the generality of this provision, the Grantor

agrees that no permanent structures such as buildings, sheds, and other structures shall be placed upon the Easement Area at any time.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges described unto Grantee, its successors and assigns forever.

And the Grantor does hereby bind itself and its heirs, successors, assigns, administrators and executors to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against Grantor and Grantor's heirs, successors, assigns, administrators and executors and against every person whomsoever lawfully claiming or to claim the same or any part thereof. The terms of this instrument shall run with title to the Tracts, and shall bind and inure to the benefit of the parties hereto, their respective successors and assigns, and every other person now or hereafter acquiring an interest in or lien upon the Tracts, or any portion thereof.

If any covenant or other provision contained in this instrument is to any extent declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining covenants, restrictions, and provisions contained herein (or the application of such covenants and provisions to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each covenant and provision contained in this instrument will be valid and enforceable to the fullest extent permitted by law.

This instrument may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and affixed seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Rhonda C. Cravers

Unofficial Witness

Rhonda Sizemore

Notary Public

My commission expires:

RHONDA SIZEMORE
NOTARY PUBLIC - Georgia
Hall County
My Commission Expires
April 24, 2021

GRANTOR:

HALL COUNTY BOARD OF EDUCATION

By: _____ (SEAL)

Name: Cary Knight

Title: Chairman

Exhibit A
EASEMENT AREA

(See Attached)

Easement Line Table

Line #	Length	Direction
L1	190.89'	N55° 30' 24"E
L2	123.92'	N19° 05' 40"E
L3	84.69'	N82° 41' 47"E
L4	116.06'	N7° 18' 13"W
L5	149.19'	N74° 06' 01"E
L6	20.00'	S15° 53' 59"E
L7	131.99'	S74° 06' 01"W
L8	118.86'	S7° 18' 13"E
L9	92.29'	S82° 41' 47"W
L10	118.10'	S19° 05' 40"W
L11	199.13'	S55° 30' 24"W
L12	20.07'	N29° 45' 45"W

**INTERSTATE 985
A/K/A GEORGIA
HIGHWAY 365
& LANIER PARKWAY**
(PUBLIC, VARIABLE R/W,
LIMITED ACCESS)

POC
N.1523697.86
E.2375542.53
20' PERMANENT
SEWER EASEMENT
0.304 ACRES
13,251 S.F.

S29°45'45"E
447.67'
IPF 1" ANGLE IRON
1.1' S.W. OF P/L

POB
20' PERMANENT
SEWER EASEMENT
N.1523309.24
E.2375764.76

S29°45'45"E
0.65'
(TIE TO 1"CTP @
ANGLE IRON)

N/F
HALL COUNTY B.O.E.
TAX PARCEL ID: 08093-000008
PLAT SLIDE BOOK 660 PG 189A



SHEET 1 OF 2

PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"



■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 33092
(770) 451-2741 ■ WWW.PECATL.COM
C.O.A.-LSF000004

**20' PERMANENT SEWER
EASEMENT EXHIBIT FOR: :**

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523697.86, E. 2375542.53, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 29 degrees 45 minutes 45 seconds East a distance of 447.67 feet to a point (N.1523309.24, E. 2375764.76, NAD83, GA. West Zone), said point is the **TRUE POINT OF BEGINNING**.

THENCE North 55 degrees 30 minutes 24 seconds East a distance of 190.89 feet to a point; thence North 19 degrees 05 minutes 40 seconds East a distance of 123.92 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 84.69 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 116.06 feet to a point; thence North 74 degrees 06 minutes 01 seconds East a distance of 149.19 feet to a point; thence South 15 degrees 53 minutes 59 seconds East a distance of 20.00 feet to a point; thence South 74 degrees 06 minutes 01 seconds West a distance of 131.99 feet to a point; thence South 07 degrees 18 minutes 13 seconds East a distance of 118.86 feet to a point; thence South 82 degrees 41 minutes 47 seconds West a distance of 92.29 feet to a point; thence South 19 degrees 05 minutes 40 seconds West a distance of 118.10 feet to a point; thence South 55 degrees 30 minutes 24 seconds West a distance of 199.13 feet to a point; thence North 29 degrees 45 minutes 45 seconds West a distance of 20.07 feet to a point, said point is the **TRUE POINT OF BEGINNING**.

Said 20 foot Permanent Sewer Easement having an area of 13251 square feet, 0.304 acres more or less

SHEET 2 OF 2

PLANNERS AND ENGINEERS COLLABORATIVE

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C.O.A.-LS*000004

20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION FOR: :

DRAWN BY: MN **WOODFIELD DEVELOPMENT**
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523697.86, E. 2375542.53, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 29 degrees 45 minutes 45 seconds East a distance of 447.67 feet to a point (N.1523309.24, E. 2375764.76, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE North 55 degrees 30 minutes 24 seconds East a distance of 190.89 feet to a point; thence North 19 degrees 05 minutes 40 seconds East a distance of 123.92 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 84.69 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 116.06 feet to a point; thence North 74 degrees 06 minutes 01 seconds East a distance of 149.19 feet to a point; thence South 15 degrees 53 minutes 59 seconds East a distance of 20.00 feet to a point; thence South 74 degrees 06 minutes 01 seconds West a distance of 131.99 feet to a point; thence South 07 degrees 18 minutes 13 seconds East a distance of 118.86 feet to a point; thence South 82 degrees 41 minutes 47 seconds West a distance of 92.29 feet to a point; thence South 19 degrees 05 minutes 40 seconds West a distance of 118.10 feet to a point; thence South 55 degrees 30 minutes 24 seconds West a distance of 199.13 feet to a point; thence North 29 degrees 45 minutes 45 seconds West a distance of 20.07 feet to a point, said point is the TRUE POINT OF BEGINNING.

Said 20 foot Permanent Sewer Easement having an area of 13251 square feet, 0.304 acres more or less

SHEET 2 OF 2

PLANNERS AND ENGINEERS COLLABORATIVE

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C.O.A.-LSF000004

20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION FOR:

WOODFIELD DEVELOPMENT

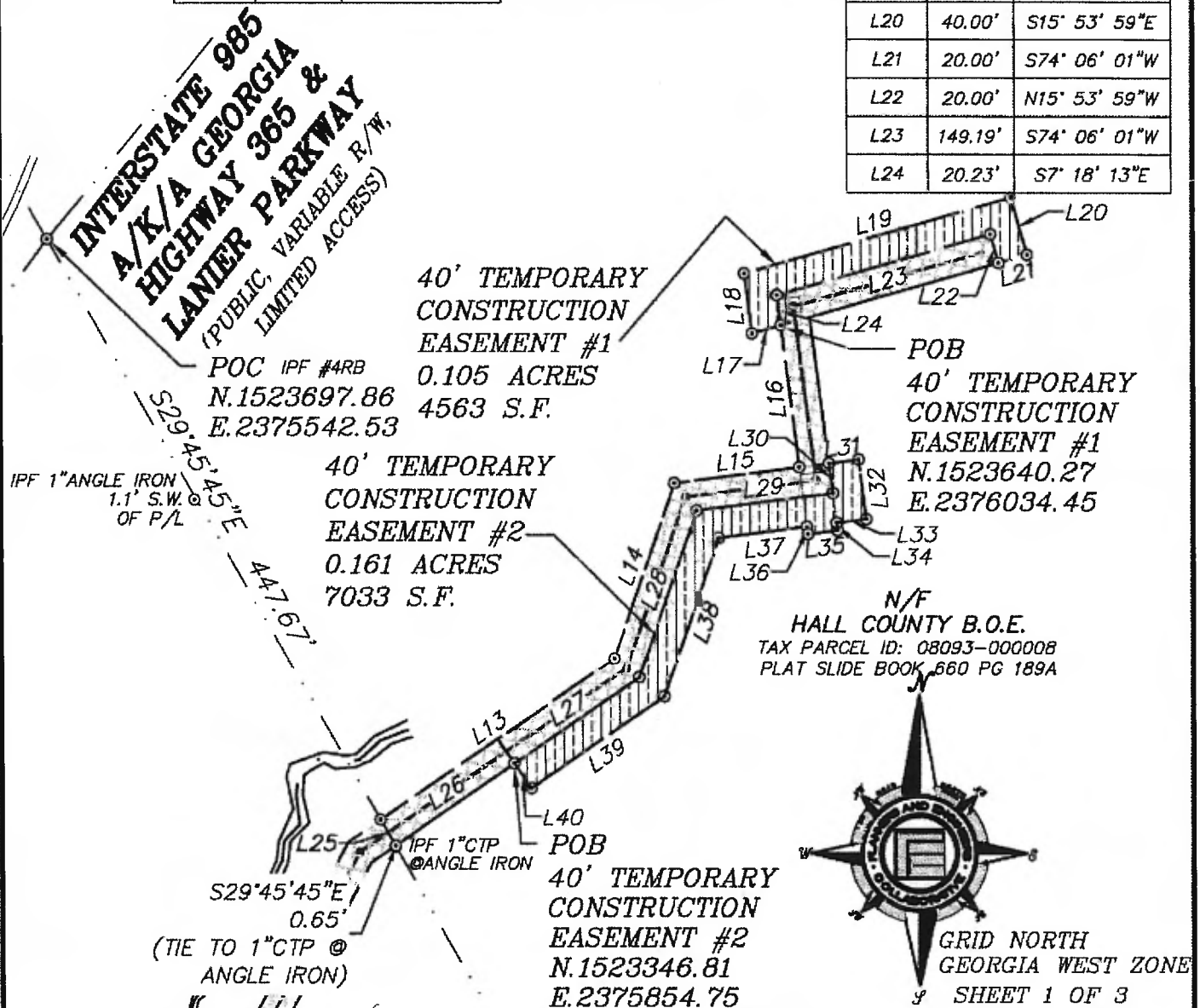
DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



Easement#2 Line Table		
Line #	Length	Direction
L25	20.07'	S29° 45' 45"E
L26	97.10'	N55° 30' 24"E
L27	102.02'	N55° 30' 24"E
L28	118.10'	N19° 05' 40"E
L29	92.29'	N82° 41' 47"E
L30	20.00'	N7° 18' 13"W
L31	20.00'	N82° 41' 47"E

L32	40.00'	S7° 18' 13"E
L33	20.04'	S82° 41' 47"W
L34	5.05'	S7° 14' 28"E
L35	20.00'	S82° 45' 32"W
L36	5.03'	N7° 14' 28"W
L37	59.85'	S82° 41' 47"W
L38	112.27'	S19° 05' 40"W
L39	108.60'	S55° 30' 24"W
L40	20.00'	N34° 29' 36"W

Easement#1 Line Table		
Line #	Length	Direction
L13	190.89'	N55° 30' 24"E
L14	123.92'	N19° 05' 40"E
L15	84.69'	N82° 41' 47"E
L16	95.83'	N7° 18' 13"W
L17	20.23'	S74° 06' 01"W
L18	40.45'	N7° 18' 13"W
L19	186.40'	N74° 06' 01"E
L20	40.00'	S15° 53' 59"E
L21	20.00'	S74° 06' 01"W
L22	20.00'	N15° 53' 59"W
L23	149.19'	S74° 06' 01"W
L24	20.23'	S7° 18' 13"E



PLANNERS AND ENGINEERS COLLABORATIVE

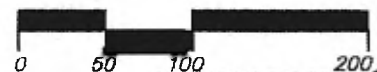
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C.O.A.-LSF000004

40' TEMPORARY CONSTRUCTION EASEMENT EXHIBIT FOR:

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



40' TEMPORARY CONSTRUCTION EASEMENT #1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523697.86, E. 2375542.53, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 29 degrees 45 minutes 45 seconds East a distance of 447.67 feet to a point; thence North 55 degrees 30 minutes 24 seconds East a distance of 190.89 feet to a point; thence North 19 degrees 05 minutes 40 seconds East a distance of 123.92 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 84.69 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 95.83 feet to a point (N.1523640.27, E.2376034.45, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE South 74 degrees 06 minutes 01 seconds West a distance of 20.23 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 40.45 feet to a point; thence North 74 degrees 06 minutes 01 seconds East a distance of 186.40 feet to a point; thence South 15 degrees 53 minutes 59 seconds East a distance of 40.00 feet to a point; thence South 74 degrees 06 minutes 01 seconds West a distance of 20.00 feet to a point; thence North 15 degrees 53 minutes 59 seconds West a distance of 20.00 feet to a point; thence South 74 degrees 06 minutes 01 seconds West a distance of 149.19 feet to a point; thence South 07 degrees 18 minutes 13 seconds East a distance of 20.23 feet to a point, said point is the TRUE POINT OF BEGINNING.

Said 40 foot Temporary Construction Easement #1 having an area of 4563 square feet, 0.105 acres more or less

SHEET 2 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

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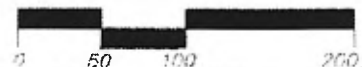


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C.O.A.-LSP000004

40' TEMPORARY CONSTRUCTION EASEMENT #1 LEGAL DESCRIPTION FOR:

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



40' TEMPORARY CONSTRUCTION EASEMENT #2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523697.86, E.2375542.53, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 29 degrees 45 minutes 45 seconds East a distance of 447.67 feet to a point; thence South 29 degrees 45 minutes 45 seconds East a distance of 20.07 feet to a point; thence North 55 degrees 30 minutes 24 seconds East a distance of 97.10 feet to a point (N.1523346.81, E.2375854.75, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE North 55 degrees 30 minutes 24 seconds East a distance of 102.02 feet to a point; thence North 19 degrees 05 minutes 40 seconds East a distance of 118.10 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 92.29 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 20.00 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 20.00 feet to a point; thence South 07 degrees 18 minutes 13 seconds East a distance of 40.00 feet to a point; thence South 82 degrees 41 minutes 47 seconds West a distance of 20.04 feet to a point; thence South 07 degrees 14 minutes 28 seconds East a distance of 5.05 feet to a point; thence South 82 degrees 45 minutes 32 seconds West a distance of 20.00 feet to a point; thence North 07 degrees 14 minutes 28 seconds West a distance of 5.03 feet to a point; thence South 82 degrees 41 minutes 47 seconds West a distance of 59.85 feet to a point; thence South 19 degrees 05 minutes 40 seconds West a distance of 112.27 feet to a point; thence South 55 degrees 30 minutes 24 seconds West a distance of 108.60 feet to a point; thence North 34 degrees 29 minutes 36 seconds West a distance of 20.00 feet to a point, said point is the TRUE POINT OF BEGINNING.

Said 40 foot Temporary Construction Easement #2 having an area of 7033 square feet, 0.161 acres more or less

SHEET 3 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

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40' TEMPORARY CONSTRUCTION EASEMENT #2 LEGAL DESCRIPTION FOR:

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'

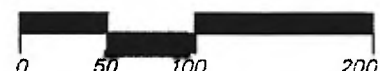


EXHIBIT C

eFiled and eRecorded
DATE: 03/11/2022
TIME: 7:08 AM
DEED BOOK: 9078
PAGE: 536 - 553
FILING FEES: \$25.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 4591293252
RECORDED BY: JP
CLERK: Charles Baker, C.S.C
Hall County, GA

**Recording Requested by and
Please Return to:**

Michael Wall
Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street, N.E., Suite 3000
Atlanta, GA 30308

**PERMANENT SEWER AND TEMPORARY
CONSTRUCTION EASEMENT**

THIS PERMANENT SEWER AND TEMPORARY CONSTRUCTION EASEMENT is executed this 5th day of March, 2020 (the "*Effective Date*") by the Estate of Mary Elizabeth R. Hickman, Louise Harley Hull, William Watt Neal, Jr. and Mary E. Roberts, f/k/a Mary Neal (collectively, "*Grantor*") for the benefit of Flowery Branch Apartments Owner, LLC, a Delaware limited liability company and its successors and assigns (the "*Grantee*").

WHEREAS, Grantee owns that certain parcel of land within the city of Flowery Branch, Hall County, Georgia having a tax parcel identification number of 08097-000001A (the "*Grantee Property*"), and requires certain easements as hereinafter described and granted in connection with the construction, maintenance, operation, and repair of certain Sewer Improvements (hereinafter defined) located within Hall County, Georgia; and

WHEREAS, Grantor owns that certain parcel of land located adjacent to the Grantee Property having a tax parcel identification number of 08097-000005 (the "*Grantor Property*"; the Grantor Property and the Grantee Property are collectively referred to herein as the "*Tracts*") and desires to grant such easements to Grantee for the consideration and upon the terms, conditions, and agreements hereinafter set forth.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, said Grantor does hereby grant, bargain, sell, and release unto Grantee,



its successors and assigns forever, the following easements subject to the terms, conditions, and agreements contained herein:

(1) A perpetual easement (the "*Sewer Easement*") for the construction, location, installation, operation, relocation, extension, inspection, maintenance, repair, alteration, modification, redesign, reconstruction, replacement, and removal of one or more sewer lines, together with all valves, appurtenances, apparatus, and equipment (collectively, the "*Sewer Improvements*") upon, over, along, across, through, and under the area identified as "20' Permanent Sewer Easement" on Exhibit A attached hereto (the "*Easement Area*"); and

(2) A temporary access and construction easement (the "*TCE*," and together with the Sewer Easement, the "*Easements*") upon, over, along, across, through, and under such portions of the Grantor Property as shall be reasonably necessary for the installation of the Sewer Improvements and the performance of related construction activities and the operation of construction equipment associated therewith.

TOGETHER with all the rights and privileges necessary or convenient for the full use and enjoyment of said Easements, including, without limitation, the rights of ingress, egress, and regress over, under, through, upon, and across the remainder of the Grantor Property and all rights of way and ingress and egress easements beneficial to Grantor and/or the above-described property.

TOGETHER also with the right from time to time to remove, cut, trim, or clear and keep clear trees, underbrush, structures, and obstructions upon said Easement Area, and the right of entry upon the Grantor Property, beneficial estates, and all rights of way for all of the purposes aforesaid; provided, however, that nothing herein shall create a duty of Grantee to remove said items or keep clear or maintain the Easement Area, beneficial estates, or rights of way.

These Easements shall run with title to the Tracts and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, successors, assigns, administrators, and executors.

IT IS UNDERSTOOD AND AGREED that the Easements above described are granted and accepted upon the following terms and conditions:

The TCE granted herein shall automatically terminate, without the necessity of the execution of recording of any other document, upon the completion of the Sewer Improvements and the public dedication of same to the City of Flowery Branch, a municipal corporation of the state of Georgia (the "*City*").

Upon completion of the Sewer Improvements, Grantee may assign its rights hereunder to the City in connection with the public dedication of such Sewer Improvements, and Grantor hereby consents both to such assignment and to such dedication.

The Grantor will make no use of the Easement Area that is inconsistent with the uses and purposes for which the Easements have been granted and shall not interfere with Grantee's use of

the Easement Area in any way, and without limiting the generality of this provision, the Grantor agrees that no permanent structures such as buildings, sheds, and other structures shall be placed upon the Easement Area at any time.

Notwithstanding anything contained herein to the contrary, Grantee hereby indemnifies and shall save and hold Grantor harmless from any injury or loss incurred by the Grantor as a direct result of damage to the Grantor Property caused by the Grantee in the exercise of its rights hereunder; provided that in no case shall Grantee indemnify Grantor, its successors, or assigns for losses arising from Grantor's, its successors' or assigns' negligence or willful misconduct, or for losses arising or incurred due to any hazardous substances or other conditions existing on the Grantor Property prior to the Effective Date and not otherwise directly caused by Grantee.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges described unto Grantee, its successors and assigns forever.

And the Grantor does hereby bind itself and its heirs, successors, assigns, administrators and executors to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against Grantor and Grantor's heirs, successors, assigns, administrators and executors and against every person whomsoever lawfully claiming or to claim the same or any part thereof. The terms of this instrument shall run with title to the Tracts, and shall bind and inure to the benefit of the parties hereto, their respective successors and assigns, and every other person now or hereafter acquiring an interest in or lien upon the Tracts, or any portion thereof.

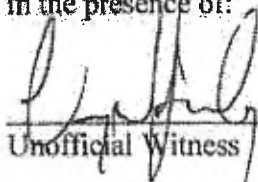
If any covenant or other provision contained in this instrument is to any extent declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining covenants, restrictions, and provisions contained herein (or the application of such covenants and provisions to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each covenant and provision contained in this instrument will be valid and enforceable to the fullest extent permitted by law.

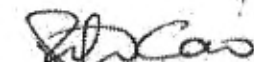
This instrument may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and affixed seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:


Unofficial Witness



Notary Public

My commission expires: May 10, 2022

GRANTOR:

Estate of Mary Elizabeth R. Hickman

 (SEAL)

By: Earl L. Hickman

Title: Executor of the Estate of Mary Elizabeth
R. Hickman



[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

GRANTOR:

Louise Harley Hull

Helen Hull
Unofficial Witness

Louise Harley Hull (SEAL)
LOUISE HARLEY HULL

Molly M. Carter
Notary Public

My commission expires: 10-19-24

[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]



Signed, sealed and delivered
in the presence of:

GRANTOR:

[Signature]
Unofficial Witness

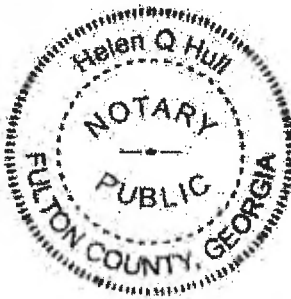
William Watt Neal, Jr.

[Signature]
WILLIAM WATT NEAL, JR.

[Signature]
Notary Public

My commission expires: 9.25.2023

[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]



Signed, sealed and delivered
in the presence of:

J. unelard
Unofficial Witness

W. J. Long
Notary Public

My commission expires: 11/25/2022



GRANTOR:

Mary E. Roberts, f/k/a Mary Neal

Mary E Roberts (SEAL)
MARY E. ROBERTS, F/K/A MARY NEAL

Exhibit A

EASEMENT AREA

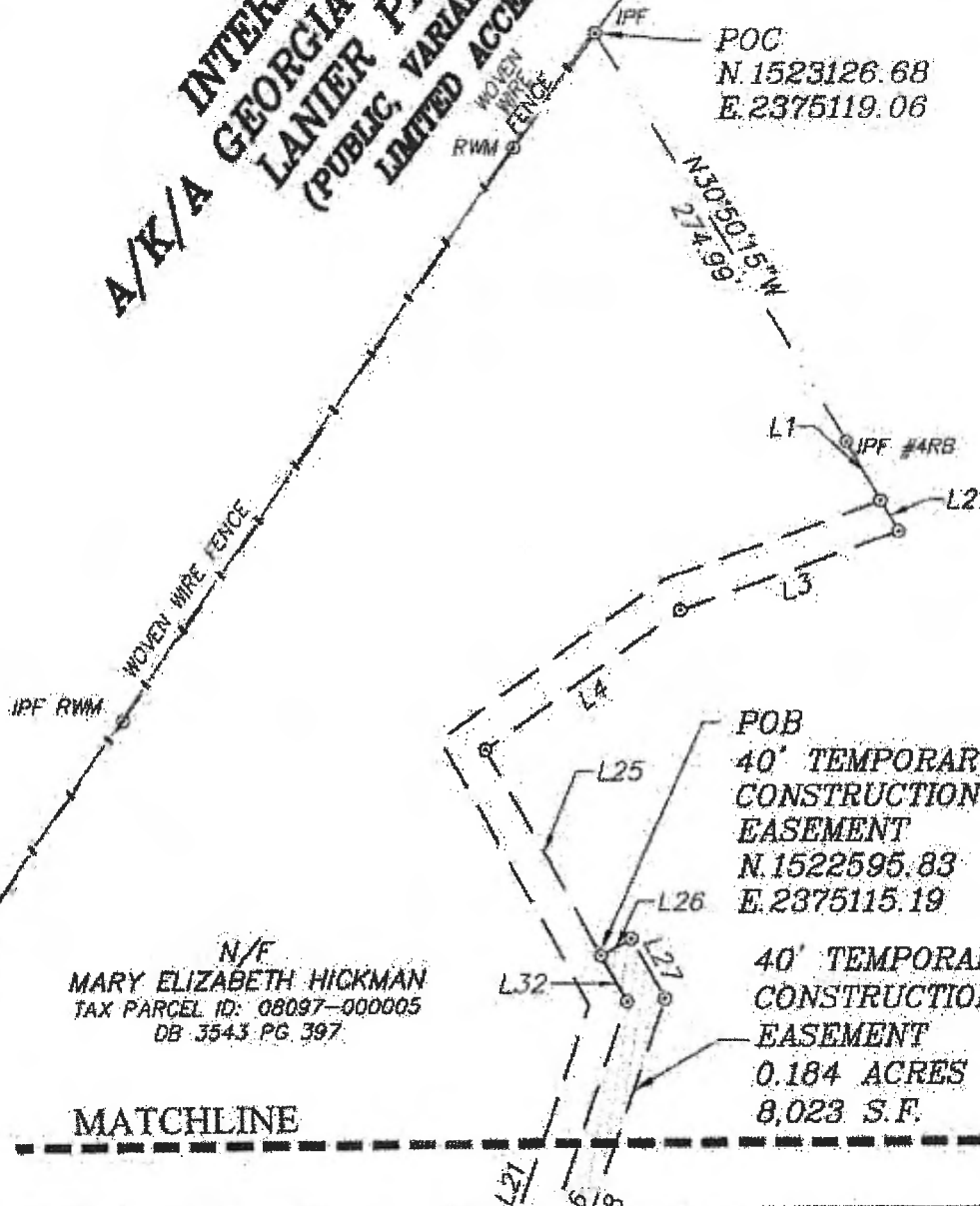
(SEE ATTACHED

**A/K/A INTERSTATE 985
LANIER PARKWAY
(PUBLIC VARIABLE R/W,
LIMITED ACCESS)**



GRID NORTH
GEORGIA WEST ZONE

POC
N.1523126.68
E.2375119.06



SHEET 1 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

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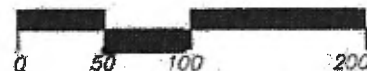


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C.O.A.-LSF000024

**40' TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT FOR:**

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



IPF RWM

N/F
MARY ELIZABETH HICKMAN
TAX PARCEL ID: 08097-000005
DB 3543 PG 397

MATCHLINE

POB

40' TEMPORARY
CONSTRUCTION
EASEMENT

N.1522595.83

E.2375115.19

40' TEMPORARY
CONSTRUCTION
EASEMENT

0.184 ACRES

8,023 S.F.

40 foot Temporary Construction
Easement Line Table

Line #	Length	Direction
L1	39.05'	S29° 25' 29"E
L2	20.29'	S29° 25' 29"E
L3	133.75'	S70° 15' 13"W
L4	138.42'	S54° 51' 44"W
L25	134.95'	S28° 50' 35"E
L26	20.00'	N61° 09' 25"E
L27	39.31'	S28° 50' 35"E
L28	261.48'	S19° 38' 53"W
L29	118.78'	S70° 01' 57"W
L30	20.00'	N19° 58' 03"W
L31	109.37'	N70° 01' 57"E
L32	30.31'	S28° 50' 35"E



GRID NORTH
GEORGIA WEST ZONE

SHEET 2 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

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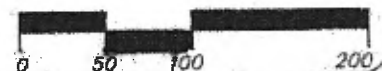


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C.O.A.-LSR000004

40' TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT FOR

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



40' TEMPORARY CONSTRUCTION EASEMENT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523126.68, E. 2375119.06, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 30 degrees 50 minutes 15 seconds East a distance of 274.99 feet to a #4 rebar found; thence South 29 degrees 25 minutes 29 seconds East a distance of 39.05 feet to a point; thence South 29 degrees 25 minutes 29 seconds East a distance of 20.29 feet to a point; thence South 70 degrees 15 minutes 13 seconds West a distance of 133.75 feet to a point; thence South 54 degrees 51 minutes 44 seconds West a distance of 138.42 feet to a point; thence South 28 degrees 50 minutes 35 seconds East a distance of 134.95 feet to a point (N.1522595.83, E. 2375115.19, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE North 61 degrees 09 minutes 25 seconds East a distance of 20.00 feet to a point; thence South 28 degrees 50 minutes 35 seconds East a distance of 39.31 feet to a point; thence South 19 degrees 38 minutes 53 seconds West a distance of 261.48 feet to a point; thence South 70 degrees 01 minutes 57 seconds West a distance of 118.78 feet to a point; thence North 19 degrees 58 minutes 03 seconds West a distance of 20.00 feet to a point; thence North 70 degrees 01 minutes 57 seconds East a distance of 109.37 feet to a point; thence North 19 degrees 38 minutes 53 seconds East a distance of 243.07 feet to a point; thence North 28 degrees 50 minutes 35 seconds West a distance of 30.31 feet to a point, said point is the TRUE POINT OF BEGINNING.

Said 40 foot Temporary Construction Easement having an area of 8,023 square feet, 0.184 acres more or less.

SHEET 3 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE
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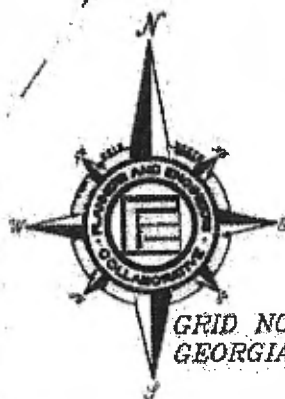
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■ CIVIL ENGINEERING ■ LAND SURVEYING
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 431-3741 ■ WWW.PECATL.COM
C.O.A. - ESF000004

**40' TEMPORARY CONSTRUCTION
EASEMENT LEGAL DESCRIPTION FOR:**

WOODFIELD DEVELOPMENT

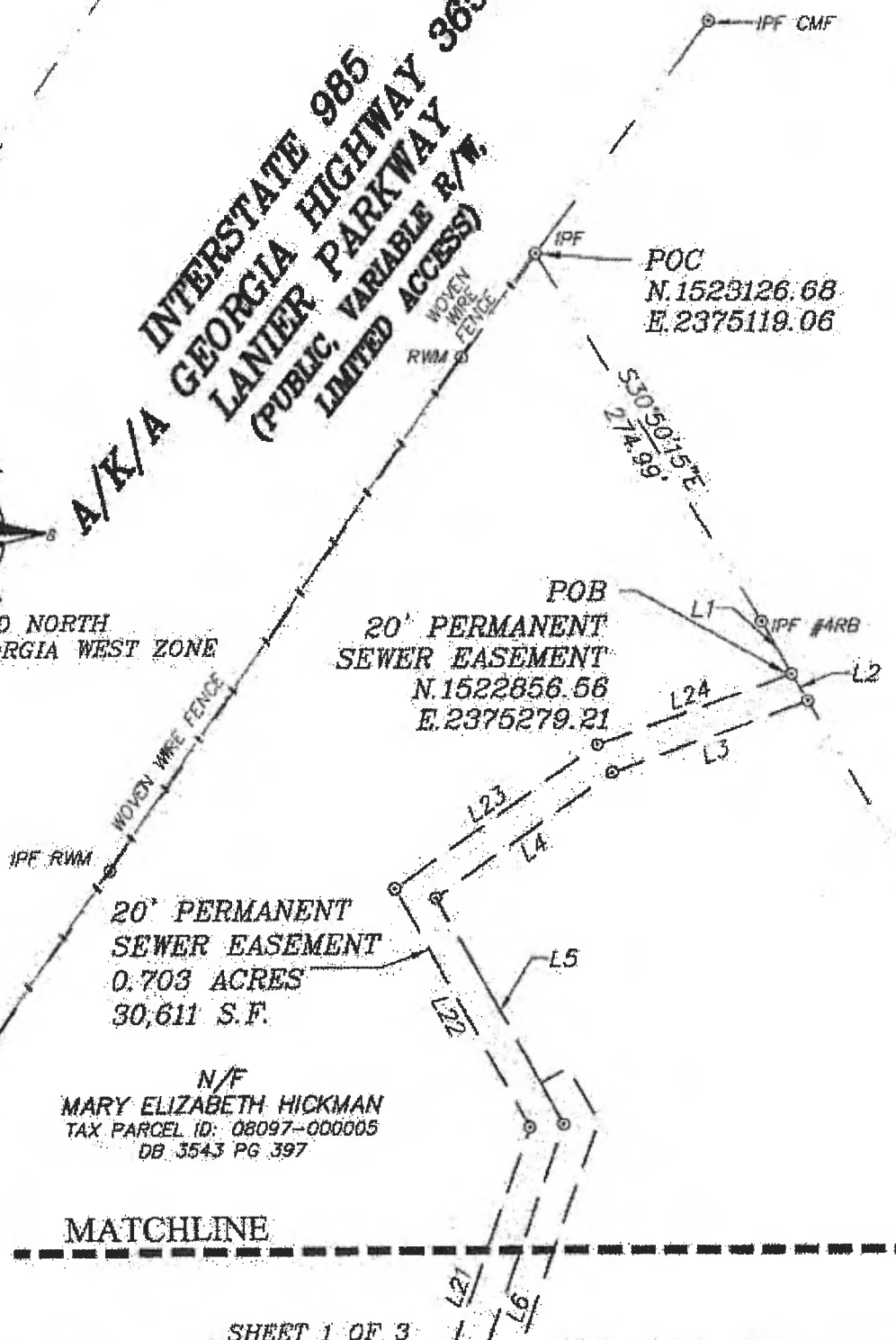
DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'





GRID NORTH
GEORGIA WEST ZONE

INTERSTATE 985
A/K/A GEORGIA HIGHWAY 365 &
LANIER PARKWAY
(PUBLIC, VARIABLE R/W,
LIMITED ACCESS)



N/F
MARY ELIZABETH HICKMAN
TAX PARCEL ID: 08097-000005
DB 3543 PG 397

MATCHLINE

SHEET 1 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE
"WE PROVIDE SOLUTIONS"



■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING
350 RESEARCH COURT, PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PECATL.COM
C.O.A.-15P000004

20' PERMANENT SEWER
EASEMENT EXHIBIT FOR:

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18181.01A
DATE: 7/09/20
SCALE: 1"=100'



**INTERSTATE 985
A/K/A GEORGIA
HIGHWAY 365 &
LANIER PARKWAY
(PUBLIC, VARIABLE R/W,
LIMITED ACCESS)**

MATCHLINE

**20' PERMANENT
SEWER EASEMENT
0.703 ACRES
30,611 S.F.**

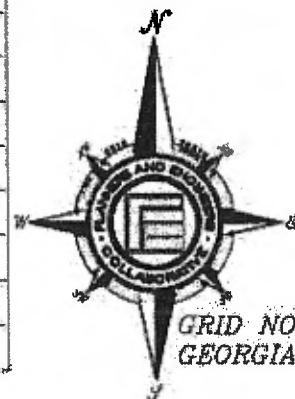
**N/F
MARY ELIZABETH HICKMAN
TAX PARCEL ID: 08097-000005
DB 3543 PG 397**

**N/F
BRE DDR BR
STONEBRIDGE GA LLC
TAX PARCEL ID: 08097-000009**

**20 foot Permanent Sanitary
Sewer Easement Line Table**

Line #	Length	Direction
L1	39.05'	S29° 25' 29"E
L2	20.29'	S29° 25' 29"E
L3	133.75'	S70° 15' 13"W
L4	138.42'	S54° 51' 44"W
L5	165.25'	S28° 50' 35"E
L6	243.07'	S19° 38' 53"W
L7	295.53'	S70° 01' 57"W
L8	158.77'	S53° 07' 19"W
L9	220.09'	S47° 07' 41"W
L10	129.08'	S48° 34' 37"W
L11	4.61'	N85° 19' 11"E
L12	20.00'	S4° 40' 49"E
L13	18.77'	S85° 19' 11"W
L14	27.59'	N44° 18' 05"W
L15	153.52'	N48° 34' 37"E
L16	220.89'	N47° 07' 41"E
L17	162.79'	N53° 07' 19"E

L18	16.01'	N53° 07' 19"E
L19	4.87'	S36° 52' 40"E
L20	272.37'	N70° 01' 57"E
L21	224.65'	N19° 38' 53"E
L22	174.16'	N28° 50' 35"W
L23	159.04'	N54° 51' 44"E
L24	133.05'	N70° 15' 13"E



SHEET 2 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE
"WE PROVIDE SOLUTIONS"

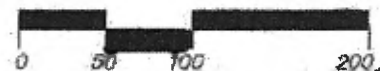


■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING
530 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PECCATL.COM
C.O.A. LS#000004

**20' PERMANENT SEWER
EASEMENT EXHIBIT FOR:**

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523126.68, E. 2375119.06, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 30 degrees 50 minutes 15 seconds East a distance of 274.99 feet to a #4 rebar found; thence South 29 degrees 25 minutes 29 seconds East a distance of 39.05 feet to a point (N.1522856.56, E. 2375279.21, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE South 29 degrees 25 minutes 29 seconds East a distance of 20.29 feet to a point;
thence South 70 degrees 15 minutes 13 seconds West a distance of 133.75 feet to a point;
thence South 54 degrees 51 minutes 44 seconds West a distance of 138.42 feet to a point;
thence South 28 degrees 50 minutes 35 seconds East a distance of 165.25 feet to a point;
thence South 19 degrees 38 minutes 53 seconds West a distance of 243.07 feet to a point;
thence South 70 degrees 01 minutes 57 seconds West a distance of 295.53 feet to a point;
thence South 53 degrees 07 minutes 19 seconds West a distance of 158.77 feet to a point;
thence South 47 degrees 07 minutes 41 seconds West a distance of 220.09 feet to a point;
thence South 48 degrees 34 minutes 37 seconds West a distance of 129.08 feet to a point;
thence North 85 degrees 19 minutes 11 seconds East a distance of 4.61 feet to a point;
thence South 04 degrees 40 minutes 49 seconds East a distance of 20.00 feet to a point;
thence South 85 degrees 19 minutes 11 seconds West a distance of 18.77 feet to a point;
thence North 44 degrees 18 minutes 05 seconds West a distance of 27.59 feet to a point;
thence North 48 degrees 34 minutes 37 seconds East a distance of 153.52 feet to a point;
thence North 47 degrees 07 minutes 41 seconds East a distance of 220.89 feet to a point;
thence North 53 degrees 07 minutes 19 seconds East a distance of 162.79 feet to a point;
thence North 53 degrees 07 minutes 19 seconds East a distance of 16.01 feet to a point;
thence South 36 degrees 52 minutes 41 seconds East a distance of 4.87 feet to a point;
thence North 70 degrees 01 minutes 57 seconds East a distance of 272.37 feet to a point;
thence North 19 degrees 38 minutes 53 seconds East a distance of 224.65 feet to a point;
thence North 28 degrees 50 minutes 35 seconds West a distance of 174.16 feet to a point;
thence North 54 degrees 51 minutes 44 seconds East a distance of 159.04 feet to a point;
thence North 70 degrees 15 minutes 13 seconds East a distance of 133.05 feet to a point,
said point is the TRUE POINT OF BEGINNING.

Said 20 foot Permanent Sewer Easement having an area of 30,611 square feet, 0.703 acres more or less

SHEET 3 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"



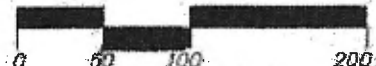
■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PECATL.COM
C.O.A.-156000004

20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION FOR:

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



AFFIDAVIT OF MARY ELIZABETH ROBERTS

This Affidavit (this "Affidavit") is made as of the date set forth below by Mary Elizabeth Roberts, f/k/a Mary Neal, an individual resident of Atlanta Fulton County, Georgia (the "Undersigned"). The Undersigned hereby certifies for the benefit of Chicago Title Insurance Company as follows:

1. The Undersigned is not the party identified as "Mary E. Dine-Neal" in the Notice of Federal Tax Lien dated December 6, 2011, recorded December 14, 2011 in Lien Book 387, Page 314 in the records of the Clerk of Superior Court of Hall County, Georgia, attached as Exhibit A hereto.

2. The Undersigned owns and permanently resides at the residence located at 11 Bohler Meadows [street address] in Atlanta [city], GA [state], and has owned and permanently resided at such property since 2012 [year].

[SEE ATTACHED SIGNATURE PAGE]

Dated: August 7, 2020.

By: Mary Elizabeth Roberts
MARY ELIZABETH ROBERTS

STATE OF Georgia
COUNTY OF Fulton

I, Jonathan Caldecot Young, a Notary Public for said County and State, do hereby certify that Mary Elizabeth Roberts either being personally known to me or proven by satisfactory evidence (said evidence being Deeds/Deed), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein. Witness my hand and notarial seal, this 7 day of August, 2020.

[SEAL]



Notary Public

Printed Name: Jonathan Caldecot Young

My Commission Expires 4/29/23

FILED
HALL CO, GA
11 DEC 14 PM 12:25
CHARLES BAKER, CLERK
SUPERIOR STATE COURT
BY SM

EXHIBIT D

03782
0547

033796

Mail- Mr. Daniel R. Murphy
Harben & Hartley
P.O. Box 2975
Gainesville, Ga 30503

SEWER SYSTEM FACILITIES DEDICATION

000547

GEORGIA, HALL COUNTY

This conveyance executed this 9th day of October, 2000 for and in consideration of ten (\$10.00) dollars in hand paid, receipt of which is acknowledged, the undersigned does hereby grant, sell and convey unto the City of Flowery Branch, Georgia, forever all pump stations, sanitary sewers lines, perpetual easements for same, and appurtenances shown across and through the land indicated on the plat attached hereto as Exhibit A. Said land is indicated in Deed Book 3067, Pages 223-227; Deed Book 3183, Pages 258-262; and Deed Book 3420, Page 464, in the Superior Court of Hall County in Gainesville, Georgia. Said easements being on the lands of grantor and extending a distance of 10 feet on either and both sides of the centerline of sewer line and pump station or as otherwise shown on Exhibit A.

The Grantee shall have the right of ingress and egress on said lands for the purpose of maintaining said sewer system facilities and shall exercise reasonable diligence in doing necessary work in connection therewith so as to avoid damaging the property.

IN WITNESS WHEREOF, the undersigned Grantor hereto set his/her hand and seal the day and year above written.

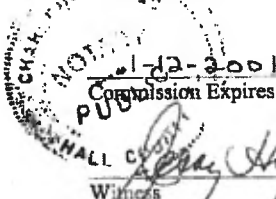
Signed, Sealed and Delivered
In the Presence of:

Chasene Younger
Notary Public

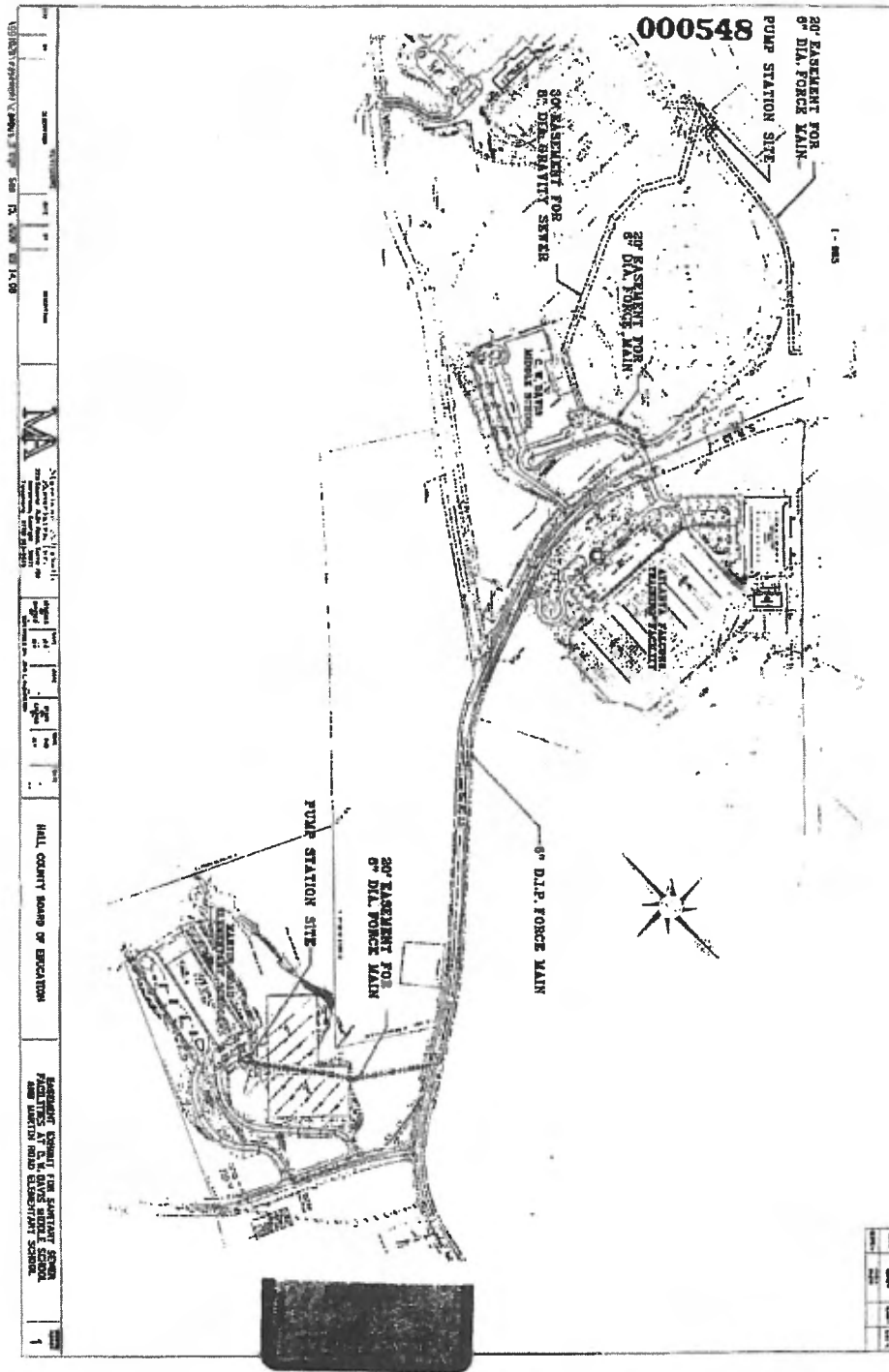
HALL COUNTY SCHOOL DISTRICT

Allen L. Payne
Chairman, Hall County Board of Education

Doris Zerkman
Superintendent and Ex-Officio Secretary
Hall County Board of Education



Georgia, Hall County, Clerk Superior Court
Filed in office, this 11 day of Dec.
2000 at 11:15a m. Recorded in
Book 3782 Page(s) 547 + 548
this 12 day of Dec., 2000.
DWIGHT S. WOOD, CLERK, by: 31442





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of executing a performance agreement for the Swingin' Medallions on Thursday, September 1, 2022 at the Farmers Market Block Party

COUNCIL MEETING DATE: March 22, 2022

HISTORY:

- City and Lake Lanier CVB have partnered together to produce monthly Block Parties
- Events include food truck and live music

FACTS AND ISSUES:

. This year we are doing our 3 Block Party's in conjunction with the Farmers Market. I have been able to book the Swingin' Medallions for Thursday, September 1, 2022, Farmers Market Block Party. They will be performing at the new Market Pavilion from 7:30pm – 9:30pm. The cost is \$6,000 which includes all light and sound needs.

OPTIONS:

Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve for the City Manager to execute the performance agreement with the Swingin' Medallions for the event on Thursday, September 1, 2022, upon final review and approval of the agreement from the City Attorney.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES Swingin Medallions.pdf](#)

- [Contract Swingin Medallions.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consideration of Executing a Performance Agreement for Swingin' Medallions on September 1, 2022 at the Farmers Market Block Party

DATE: March 22, 2022

(X) RECOMMENDATION

() POLICY DISCUSSION

() STATUS REPORT

() OTHER

BUDGET INFORMATION:

ANNUAL-

CAPITAL-

COUNCIL ACTION REQUESTED ON: March 22, 2022

PURPOSE: Sign performance agreement with The Swingin' Medallions to perform at the Farmers Market Block Party on Thursday, September 1, 2022.

HISTORY:

- City and Lake Lanier CVB have partnered together to produce monthly Block Parties
 - Events include food truck and live music
-
-

FACTS AND ISSUES: As you know, I am working on upcoming events. This year we are doing our 3 Block Party's in conjunction with the Farmers Market. I have been able to book the Swingin' Medallions for Thursday, September 1, 2022, Farmers Market Block Party. They will be performing at the new Market Pavilion from 7:30pm – 9:30pm. The cost is \$6,000 which includes all light and sound needs.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION:

I make a motion to approve for the City Manager to execute the performance agreement with the Swingin' Medallions for the event on Thursday, September 1, 2022, upon final review and approval of the agreement from the City Attorney.

DEPARTMENT: Tourism

Prepared by: Renee Carden



Performance Agreement

This Contract and Agreement is made on this date, March 20, 2022, between (Artist) THE SWINGIN' MEDALLIONS and (Purchaser) Renee Carden, Downtown Events/Public Information Officer, City of Flowery Branch. **Contract and deposit should be returned within ten days of date of issue. If contracts and deposits are not returned within this period of time, the date will be considered open and available and will not be held.** Artist and Purchaser agree to the following Terms and Conditions:

- **PURCHASER NAME, ADDRESS, AND CONTACT INFORMATION:**
Renee Carden, Downtown Events/Public Information Officer, City of Flowery Branch
Renee@flowerybranchga.org, Direct: 770-967-6371 #8
5410 Pine Street, P.O. Box 757, Flowery Branch, GA 30542
- **VENUE NAME, ADDRESS, AND CONTACT INFORMATION:**
Downtown Flowery Branch, GA
- **DATE (S) AND TIME (S) OF PERFORMANCE:**
Thursday, September 1, 2022. Artist to perform 7:30-9:30pm, with 15-minute intermission.
- **LOAD-IN AND SET-UP TIME (MINIMUM OF FOUR HOURS PRIOR TO PERFORMANCE):**
TBD
- **PRICE AND TERMS OF PERFORMANCE: \$6000.00 (plus attached Rider)**
Purchaser to provide staging. Artist to provide audio/lighting.
Purchaser provides, at no cost to Artist, 6 double hotel rooms and rider
- **PAYMENT TERMS: \$1500 non-refundable deposit** due with signed contract.
Balance of \$4,500 due the day of event.
Settlement between Purchaser and John McElrath, prior to event.

PLEASE MAKE CHECKS PAYABLE TO Swingin' Medallions (Tax ID# 04-3815318)
ANY ATTACHED RIDERS AND SPECIAL CONDITIONS SHALL BE DEEMED INTEGRAL PARTS OF THESE TERMS AND CONDITIONS. APPLICABLE RIDERS MUST BE SIGNED AND RETURNED WITH DEPOSIT.

Artist's obligations are subject to normal and customary "force majeure" conditions, including, but not limited to, Acts of God, riots, strikes, labor difficulties, illness, accidents, means of transportation, any act of Public Authority intervention, or any other condition or circumstance beyond Artist's control. Under such circumstance, there shall be no claims for damages by either party to this Contract and Agreement. Any and all costs and expenses (including Attorney fees) incurred by Artist in connection with the enforcement of this Contract and Agreement or collection of wages and fees, due to a default or breach by the Purchaser will be paid by the Purchaser. **Cancellation by Purchaser of event, after Agreement is signed by both parties will require full payment unless otherwise agreed to by The Swingin' Medallions.** Purchaser shall be liable for any and all damages to Artist's equipment caused by Purchaser, his employees, guests, or any other person not associated with or connected to Artist. Purchaser agrees to hold harmless The Swingin' Medallions or any of its agents, members, guests, employees or independent contractors for any damages or claims arising from this performance, preparation, set-up and breakdown.

In the event this show is not presented because of inclement weather and ARTIST is present and ready to perform, PURCHASER must pay ARTIST in full.

John G. McElrath
Authorized Representative of
The Swingin' Medallions

Tonya Parrish, City Manager
Authorized Representative of
City of Flowery Branch

Date

Date

PLEASE REMIT CONTRACT/DEPOSIT TO:

John G. McElrath, 211 North Hill Road, Greenwood, SC 29646



FLOWERY BRANCH CITY COUNCIL



EXECUTIVE SUMMARY

SUBJECT: Consideration of a Development Agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

COUNCIL MEETING DATE: March 22, 2022

HISTORY:

Flowery Branch Apartments Owner, LLC is nearing the completion of the first apartments being constructed on parcels zoned for such use. Although Flowery Branch Apartments Owner, LLC has secured sewer capacity from the city, the necessary land development permits, and an easement from the Board of Education to connect, it has not connected to the sewer system as of today, but will need to as the first completed apartment units will come online within the next two weeks.

FACTS AND ISSUES:

FACTS AND ISSUES: After Flowery Branch Apartments Owner, LLC obtained the necessary sewer capacity, development permits and easements to connect to the city's sewer system via C.W. Davis pump station, it was discovered that the manhole to which it was to connect discharges into a gravity flow pipe entering the pump station wet well near the bottom. Because of this low entry point, the capacity of the pump station is not at its maximum and adding additional flow would likely create issues for the city's system within the subject sewer shed unless improvements are made. Accordingly, staff instructed CPL to begin designing a project immediately to upgrade the system to allow for Flowery Branch Apartments Owner, LLC's capacity as well as other developments' capacity in the same sewer shed. Part of CPL's project scope would have Flowery Branch Apartments Owner, LLC abandon its connection to the lowest manhole and install a force main to enter the pump station wet well close to the manhole at a much higher elevation. To accomplish this relocation, Flowery Branch Apartments Owner, LLC would need an additional easement from the Board of Education. Unfortunately, the Board of Education was not willing to grant the necessary easement to Flowery Branch Apartments Owner, LLC. Without the easement from the Board of Education, it was uncertain as to how access would be obtained, and staff directed CPL to stop all work on the project. Thus, construction drawings have not been completed for the upgrades. With all of the city's requirements for sewer access having been met by Flowery Branch Apartments Owner, LLC, it is recommended that the City of Flowery Branch enter into a development agreement with Flowery Branch Apartments Owner, LLC to allow for connection to the lowest manhole immediately, construct a force main to the wet well at a higher elevation as soon as agreements are reached amongst the City of Flowery Branch, Flowery Branch Apartments Owner, LLC and the Hall County Board of Education (as long as it is within a reasonable time frame), and provide for future improvements to the sewer system.

OPTIONS:

Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve the development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [Executive Summary - Development Agreement with Flowery Branch Apartments Owner LLC ERB Rev.doc](#)
- [Agreement with Flowery Branch Apartments Owner.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

DATE: March 17, 2022

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL- No change

() OTHER

CAPITAL- No change

COUNCIL ACTION REQUESTED ON: March 17, 2022

PURPOSE: Authorizing a development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system, allowing them to access the sewer system, and provide for future improvements to the sewer system.

HISTORY: Flowery Branch Apartments Owner, LLC is nearing the completion of the first apartments being constructed on parcels zoned for such use. Although Flowery Branch Apartments Owner, LLC has secured sewer capacity from the city, the necessary land development permits, and an easement from the Board of Education to connect, it has not connected to the sewer system as of today, but will need to as the first completed apartment units will come online within the next two weeks.

FACTS AND ISSUES: After Flowery Branch Apartments Owner, LLC obtained the necessary sewer capacity, development permits and easements to connect to the city's sewer system via C.W. Davis pump station, it was discovered that the manhole to which it was to connect discharges into a gravity flow pipe entering the pump station wet well near the bottom. Because of this low entry point, the capacity of the pump station is not at its maximum and adding additional flow would likely create issues for the city's system within the subject sewer shed unless improvements are made. Accordingly, staff instructed CPL to begin designing a project immediately to upgrade the system to allow for Flowery Branch Apartments Owner, LLC's capacity as well as other developments' capacity in the same sewer shed. Part of CPL's project scope would have Flowery Branch Apartments Owner, LLC abandon its connection to the lowest manhole and install a force main to enter the pump station wet well close to the manhole at a much higher elevation. To accomplish this relocation, Flowery Branch Apartments Owner, LLC would need an additional easement from the Board of Education. Unfortunately, the Board of Education was not willing to grant the necessary easement to Flowery Branch Apartments Owner, LLC. Without the easement from the Board of Education,

it was uncertain as to how access would be obtained, and staff directed CPL to stop all work on the project. Thus, construction drawings have not been completed for the upgrades. With all of the city's requirements for sewer access having been met by Flowery Branch Apartments Owner, LLC, it is recommended that the City of Flowery Branch enter into a development agreement with Flowery Branch Apartments Owner, LLC to allow for connection to the lowest manhole immediately, construct a force main to the wet well at a higher elevation as soon as agreements are reached amongst the City of Flowery Branch, Flowery Branch Apartments Owner, LLC and the Hall County Board of Education (as long as it is within a reasonable time frame), and provide for future improvements to the sewer system.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION: I make a motion to approve the development agreement with Flowery Branch Apartments Owner, LLC for improvements to the city's sewer system.

DEPARTMENT: Administration

Prepared by: Tonya D. Parrish

UPON RECORDING RETURN TO:
Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street, N.E.
Suite 3000
Atlanta, Georgia 30308
Attn: David C. Kirk

STATE OF GEORGIA

COUNTY OF HALL

AGREEMENT BY AND BETWEEN FLOWERY BRANCH APARTMENTS OWNER, LLC AND THE CITY OF FLOWERY BRANCH, GEORGIA, FOR ACCESS TO AND MAINTENANCE OF THE SANITARY SEWER SYSTEM

This AGREEMENT is made and entered into this ____ day of March, 2022, by and between FLOWERY BRANCH APARTMENTS OWNER, LLC, a Delaware limited liability company, located at 8210 Creedmoor Road, Suite 103, Raleigh, North Carolina 27613 ("DEVELOPER") and the City of Flowery Branch, Georgia, a Georgia municipal corporation, located at 5410 Pine Street, Flowery Branch, Georgia 30542 ("CITY") for the purpose of maintaining, repairing, and improving the CITY'S sanitary sewer system by acknowledging DEVELOPER'S rights to immediately utilize sanitary sewer lines and a lift station conveyed to CITY by the Hall County Board of Education on property at 4450 Hog Mountain Road by installing a new sewer connection to an existing manhole on such property ("CONNECTION PROJECT") and, further, for the purpose of providing for the CITY'S eventual enhancement of the sanitary sewer system through an

additional project to be determined by the CITY (the "ENHANCEMENT"). Together, the CONNECTION PROJECT and ENHANCEMENT are referred to herein as "THE PROJECTS."

WHEREAS, DEVELOPER is the developer of 32.49 acres of land commonly known as the Woodfield Flowery Branch Apartments located at 4496 Hog Mountain Road within the City of Flowery Branch, Georgia (Tax Parcel 08097 000001A), consisting of approximately 342 residential units as shown on Exhibit A, attached hereto and incorporated herein ("DEVELOPMENT") and desires certain commitments from the CITY in regard to THE PROJECTS; and

WHEREAS, DEVELOPER is the owner of a permanent sewer and temporary construction easement on property owned by the Hall County Board of Education on property at 4450 Hog Mountain Road adjacent to DEVELOPMENT that gives DEVELOPER the right to perform the CONNECTION PROJECT to connect to the CITY sewer system through a manhole located on the School Board property, recorded in Book 8771 at Pages 425 - 435 of the records of Hall County, Georgia, and as shown on Exhibit B attached hereto and incorporated herein; and

WHEREAS, CITY acknowledges such rights, has previously approved plans for the CONNECTION PROJECT, and desires the DEVELOPER carry out the CONNECTION PROJECT; and

WHEREAS, DEVELOPER owns certain design and engineering documents for a possible future gravity sewer line from the CITY-owned lift station to another portion of the CITY sewer system ("DESIGN DOCUMENTS") that it is willing to provide to the CITY for potential use in the ENHANCEMENT; and

WHEREAS, DEVELOPER is the owner of a certain perpetual easement on property adjacent to DEVELOPMENT, and recorded in Book 9078 at Pages 536 - 553 of the records of Hall County, Georgia, as shown on Exhibit C, attached hereto and incorporated herein, that it is willing to assign to CITY and is also willing to grant an easement across a portion of DEVELOPMENT for CITY'S potential use in the ENHANCEMENT ("EASEMENTS"); and

WHEREAS, CITY is the owner of a pump station, sanitary sewer lines, and perpetual easements for same on property owned by the Hall County Board of Education by virtue of a Sewer System Facilities Dedication dated October 9, 2000, and recorded in Book 3782 at Pages 547 & 548 of the records of Hall County, Georgia, ("DEDICATION") as shown on Exhibit D, attached hereto and incorporated herein; and

WHEREAS, the CITY and DEVELOPER desire to cooperate in the design and construction of THE PROJECTS to maintain, repair, and improve the CITY'S sanitary sewer service to serve said DEVELOPMENT and other existing and planned developments in the City of Flowery Branch.

NOW THEREFORE, DEVELOPER and CITY agree to the following:

- I. CITY acknowledges DEVELOPER has prepared the engineering design of the CONNECTION PROJECT which has been accomplished by professional engineers registered in the State of Georgia and that the design complies with all relevant CITY specifications and standards. City further acknowledges the design and plans for the CONNECTION PROJECT have been approved in writing by the CITY engineer.
- II. DEVELOPER shall be responsible for and shall provide all labor and materials necessary for the construction of the CONNECTION PROJECT.
- III. DEVELOPER shall notify CITY in writing of its right to inspect the CONNECTION PROJECT prior to completion of construction of the CONNECTION PROJECT. DEVELOPER shall not bear the cost of said CITY inspection.
- IV. DEVELOPER shall provide CITY a statement from the CONNECTION PROJECT engineer certifying that the materials and workmanship meet CITY specifications and standards. Upon request of CITY, DEVELOPER shall substantiate by material affidavits from suppliers and by applicable test results. DEVELOPER shall provide CITY two copies of "as-built" drawings of the CONNECTION PROJECT.

- V. DEVELOPER shall provide CITY with copies of all lien releases by material and equipment suppliers for the CONNECTION PROJECT.
- VI. The CONNECTION PROJECT shall be complete upon certification in writing by the City Engineer and City Manager and upon such certification CITY shall permit connection of the DEVELOPMENT to the CITY sewer system.
- VII. Within ten (10) business days of the certification of completeness of the CONNECTION PROJECT and connection of DEVELOPMENT to the CITY'S sewer system as described in Paragraph VI of this AGREEMENT, DEVELOPER shall provide the CITY with the DESIGN DOCUMENTS as well as funds equal to \$50,000.00 (Fifty Thousand Dollars) ("DEVELOPER'S CASH CONTRIBUTION"), such DEVELOPER'S CASH CONTRIBUTION to be used by the CITY for design and engineering, easement acquisition, and construction of the ENHANCEMENT PROJECT, the scope, location, and timing of which shall be at the CITY'S discretion.
- VIII. Within ten (10) business days of the certification of completeness of the CONNECTION PROJECT and connection of DEVELOPMENT to the CITY'S sewer system as described in Paragraph VI of this AGREEMENT, DEVELOPER also shall deposit into escrow funds equal to \$150,000.00 (One Hundred Fifty Thousand Dollars) ("DEVELOPER'S ESCROW CONTRIBUTION") for the CITY'S eventual use for the ENHANCEMENT. The DEVELOPER'S ESCROW CONTRIBUTION will be escrowed with the national title insurance company that has issued DEVELOPER'S title insurance policy or another company mutually agreed upon by the DEVELOPER and the CITY. Together, the DEVELOPER'S CASH CONTRIBUTION and DEVELOPER'S ESCROW CONTRIBUTION (totaling \$200,000.00) will be DEVELOPER'S maximum monetary contribution towards the ENHANCEMENT.

- IX. Except as otherwise provided herein, DEVELOPER or its successors in interest or assigns shall be responsible for maintaining the CONNECTION PROJECT for one year after the CITY certifies the CONNECTION PROJECT complete. DEVELOPER shall transfer all applicable warranties to the CITY within fourteen (14) days before the expiration of the one-year maintenance period.
- X. Except as otherwise provided herein, upon the completion of the one-year maintenance period described in Paragraph IX of this AGREEMENT, DEVELOPER or its successors in interest or assigns shall dedicate all rights, title, and interest that DEVELOPER or its successors in interest or assigns may have in the CONNECTION PROJECT and any real property, including but not limited to easements or rights-of-way, necessary for the purpose of owning, operating and/or maintaining the CONNECTION PROJECT by providing CITY a recordable plat(s) showing all utilities within public easements and/or rights of way to be owned and maintained by the CITY. CITY shall not accept said dedication until such time that all property offered by DEVELOPER or its successors in interest or assigns for acceptance by the CITY is free and clear of all encumbrances including but not limited to liens and security interests.
- XI. Within ninety (90) calendar days of the certification of completeness of the CONNECTION PROJECT and connection of DEVELOPMENT to the CITY'S sewer system as described in Paragraph VI of this AGREEMENT, the CITY shall have the right to direct DEVELOPER in writing to construct, at DEVELOPER'S expense, a direct connection to the CITY-owned pump station on property owned by the Hall County Board of Education using, in DEVELOPER'S sole discretion, either the existing CITY-owned easement as depicted in the DEDICATION attached hereto as Exhibit C, provided such easement is undisputed by the Hall County Board of Education, or another easement obtained by DEVELOPER or CITY

and to discontinue the use of the CONNECTION PROJECT. Upon receipt of such written direction from the CITY, DEVELOPER shall have an additional ninety (90) calendar days to construct the direct connection to the CITY-owned pump station and discontinue the use of the CONNECTION PROJECT, at which time DEVELOPER shall be relieved of any obligations contained in Paragraphs IX and X of this AGREEMENT. Should CITY not exercise its right under this Paragraph XI within ninety (90) calendar days of the certification of completeness of the CONNECTION PROJECT and connection of DEVELOPMENT to the CITY'S sewer system as described in Paragraph VI of this AGREEMENT, DEVELOPER shall have no obligation to connect to the CITY-owned pump station. Likewise, should the DEVELOPER'S use of the CITY-owned easement, as depicted in the DEDICATION, be disputed by the Hall County Board of Education or if CITY or DEVELOPER is unable to obtain an undisputed easement from the Hall County Board of Education to construct a direct connection to the CITY-owned pump station, DEVELOPER shall have no obligation to connect to the CITY-owned pump station.

- XII. CITY acknowledges that DEVELOPER'S CASH CONTRIBUTION and DEVELOPER'S ESCROW CONTRIBUTION may represent only a portion of funds required for final design and engineering, easement acquisition, and construction of the ENHANCEMENT and agrees to fund all remaining costs of the ENHANCEMENT using CITY funds and other funding sources.
- XIII. DEVELOPER agrees that, no later than the issuance of the final certificate of occupancy for the DEVELOPMENT, it will grant CITY a perpetual easement for the construction and maintenance of the portion of a possible gravity sewer line that crosses the portion of the DEVELOPMENT indicated in Exhibit D, such easement being in substantially the same location as indicated on Exhibit D. DEVELOPER further agrees that, concurrent with the

grant of the aforementioned easement, it will assign to CITY all rights DEVELOPER has under any and all EASEMENTS obtained by DEVELOPER for portions of such gravity sewer line.

- XIV. DEVELOPER further agrees that, within ten (10) business days of the issuance of the final certificate of occupancy for the DEVELOPMENT, it will direct the escrow agent to release DEVELOPER'S ESCROW CONTRIBUTION to the CITY.
- XV. CITY acknowledges DEVELOPER previously has paid all required fees for CITY sewer capacity and/or connection to the CITY sewer system. CITY further agrees that, upon the completion of the CONNECTION PROJECT by DEVELOPER, CITY shall not withhold any certificates of occupancy for any portion of the DEVELOPMENT for any reason related to the CONNECTION PROJECT, sewer capacity, or sewer system improvements desired by the CITY.
- XVI. The term of this AGREEMENT shall be from the date first written above up and through one (1) year after completion of the PROJECTS unless terminated prior to such date by mutual agreement of CITY and DEVELOPER.
- XVII. All notices under this AGREEMENT shall be in writing and shall be deemed to have been given by delivering in-person, certified mail, or statutory overnight delivery to the following:

For CITY: Ms. Tonya Parrish
City Manager
City of Flowery Branch
5410 Pine Street
Flowery Branch, Georgia 30542

With Copy To: E. Ronald Bennett, Jr., Esq.
Carothers & Mitchell, LLC
1809 Buford Highway
Buford, Georgia 30518

For DEVELOPER: Attn: Mr. Patrick Kassin

Flowery Branch Apartments Owner, LLC
8210 Creedmoor Road
Suite 103
Raleigh, North Carolina 27613

With Copy To: Stephanie E. Greer Fulcher, Esq.
Troutman Pepper Hamilton Sanders LLP
301 South College Street
34th Floor
Charlotte, North Carolina 28202

DEVELOPER or CITY may designate new or additional persons to receive such notices by providing written notice to the other party.

- XVIII. DEVELOPER shall indemnify and hold harmless CITY for any and all claims arising out of any act or omission related to the design and construction of the CONNECTION PROJECT made by DEVELOPER, or any person for whom DEVELOPER could be liable, prior to CITY acceptance of ownership of the CONNECTION PROJECT.
- XIX. The failure of any party to exercise any right given hereunder or to insist upon strict compliance with any term, condition, or covenant specified herein shall not constitute a waiver of such party's right to exercise such right or to demand strict compliance with any such term, condition, or covenant under this AGREEMENT.
- XX. This AGREEMENT contains the sole and entire agreement of the parties with respect to the PROJECTS contemplated hereunder and no representation, inducement, promise, or agreement, parole or written, between the parties and not incorporated herein shall be of any force or effect. Any amendment to this AGREEMENT shall be in writing and executed by the parties.
- XXI. The provisions of this AGREEMENT shall inure to the benefit or and be binding upon the parties hereto and the respective successors and assigns.
- XXII. Time is of the essence with respect to this AGREEMENT.

- XXIII. This AGREEMENT and all amendments hereto shall be governed and construed under the laws of the State of Georgia.
- XXIV. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.
- XXV. This AGREEMENT may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, the parties have set their hand and seal.

FLOWERY BRANCH APARTMENTS OWNER, LLC

CITY OF FLOWERY BRANCH, GEORGIA

By: _____ and sole
Manager of FLOWERY BRANCH APARTMENTS
OWNER, LLC

By: _____

ATTEST:

By: Edward R. Asbridge, Mayor

ATTEST:

By: _____

By: Shelia Cooper, City Clerk

EXHIBIT A

HOG MOUNTAIN
 A MASTER PLANNED RESIDENTIAL DEVELOPMENT
 PC
WOODFIELD DEVELOPMENT
 P.O. BOX 1127
 ISLE OF PALMS, SC 29461
 PHONE: 404-514-3486

PC
 11/27/87

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 RESEARCH COURT • BEACHVIEW CORNERS, GEORGIA 30082 • (770) 431-2741 • FAX (770) 431-3918 •

EXHIBIT B

**Recording Requested by and
Please Return to:**

Michael Wall
Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street, N.E., Suite 3000
Atlanta, GA 30308

eFiled and eRecorded
DATE: 03/30/2021
TIME: 8:50 AM
DEED BOOK: 8771
PAGE: 425 - 435
FILING FEES: \$25.00
PARTICIPANT ID: 4591293252
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

**PERMANENT SEWER AND TEMPORARY
CONSTRUCTION EASEMENT**

THIS PERMANENT SEWER AND TEMPORARY CONSTRUCTION EASEMENT is executed this 26 day of Oct. 2020 by the Hall County Board of Education (hereinafter, "**Grantor**") for the benefit of Flowery Branch Apartments Owner, LLC, a Delaware limited liability company and its successors and assigns (the "**Grantee**").

WHEREAS, Grantee owns that certain parcel of land within the city of Flowery Branch, Hall County, Georgia having a tax parcel identification number of 08097-000001A (the "**Grantee Property**"), and requires certain easements as hereinafter described and granted in connection with the construction, maintenance, operation, and repair of certain Sewer Improvements (hereinafter defined) located within Hall County, Georgia; and

WHEREAS, Grantor owns that certain parcel of land located adjacent to the Grantee Property having a tax parcel identification number of 08093-000008 (the "**Grantor Property**"); the Grantor Property and the Grantee Property are collectively referred to herein as the "**Tracts**") and desires to grant such easements to Grantee for the consideration and upon the terms, conditions, and agreements hereinafter set forth.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, said Grantor does hereby grant, bargain, sell, and release unto Grantee, its successors and assigns forever, the following easements subject to the terms, conditions, and agreements contained herein:

(1) A perpetual easement (the "*Sewer Easement*") for the construction, location, installation, operation, relocation, extension, inspection, maintenance, repair, alteration, modification, redesign, reconstruction, replacement, and removal of one or more sewer lines, together with all valves, appurtenances, apparatus, and equipment (collectively, the "*Sewer Improvements*") upon, over, along, across, through, and under the area identified as "20' Permanent Sewer Easement" on Exhibit A attached hereto (the "*Easement Area*"); and

(2) A temporary access and construction easement (the "*TCE*," and together with the Sewer Easement, the "*Easements*") upon, over, along, across, through, and under such portions of the Grantor Property as shall be reasonably necessary for the installation of the Sewer Improvements and the performance of related construction activities and the operation of construction equipment associated therewith.

TOGETHER with all the rights and privileges necessary or convenient for the full use and enjoyment of said Easements, including, without limitation, the rights of ingress, egress, and regress over, under, through, upon, and across the remainder of the Grantor Property and all rights of way and ingress and egress easements beneficial to Grantor and/or the above-described property.

TOGETHER also with the right from time to time to remove, cut, trim, or clear and keep clear trees, underbrush, structures, and obstructions upon said Easement Area, and the right of entry upon the Grantor Property, beneficial estates, and all rights of way for all of the purposes aforesaid; provided, however, that nothing herein shall create a duty of Grantee to remove said items or keep clear or maintain the Easement Area, beneficial estates, or rights of way.

These Easements shall run with title to the Tracts and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, successors, assigns, administrators, and executors.

IT IS UNDERSTOOD AND AGREED that the Easements above described are granted and accepted upon the following terms and conditions:

The TCE granted herein shall automatically terminate, without the necessity of the execution of recording of any other document, upon the completion of the Sewer Improvements and the public dedication of same to the City of Flowery Branch, a municipal corporation of the state of Georgia (the "*City*").

Upon completion of the Sewer Improvements, Grantee may assign its rights hereunder to the City in connection with the public dedication of such Sewer Improvements, and Grantor hereby consents both to such assignment and to such dedication.

The Grantor will make no use of the Easement Area that is inconsistent with the uses and purposes for which the Easements have been granted and shall not interfere with Grantee's use of the Easement Area in any way, and without limiting the generality of this provision, the Grantor

agrees that no permanent structures such as buildings, sheds, and other structures shall be placed upon the Easement Area at any time.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges described unto Grantee, its successors and assigns forever.

And the Grantor does hereby bind itself and its heirs, successors, assigns, administrators and executors to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against Grantor and Grantor's heirs, successors, assigns, administrators and executors and against every person whomsoever lawfully claiming or to claim the same or any part thereof. The terms of this instrument shall run with title to the Tracts, and shall bind and inure to the benefit of the parties hereto, their respective successors and assigns, and every other person now or hereafter acquiring an interest in or lien upon the Tracts, or any portion thereof.

If any covenant or other provision contained in this instrument is to any extent declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining covenants, restrictions, and provisions contained herein (or the application of such covenants and provisions to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each covenant and provision contained in this instrument will be valid and enforceable to the fullest extent permitted by law.

This instrument may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and affixed seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Rhonda C. Cravers

Unofficial Witness

Rhonda Sizemore

Notary Public

My commission expires:

RHONDA SIZEMORE
NOTARY PUBLIC - Georgia
Hall County
My Commission Expires
April 24, 2021

GRANTOR:

HALL COUNTY BOARD OF EDUCATION

By: _____ (SEAL)

Name: Cary Knight

Title: Chairman

Exhibit A
EASEMENT AREA

(See Attached)

Easement Line Table

Line #	Length	Direction
L1	190.89'	N55° 30' 24"E
L2	123.92'	N19° 05' 40"E
L3	84.69'	N82° 41' 47"E
L4	116.06'	N7° 18' 13"W
L5	149.19'	N74° 06' 01"E
L6	20.00'	S15° 53' 59"E
L7	131.99'	S74° 06' 01"W
L8	118.86'	S7° 18' 13"E
L9	92.29'	S82° 41' 47"W
L10	118.10'	S19° 05' 40"W
L11	199.13'	S55° 30' 24"W
L12	20.07'	N29° 45' 45"W

**INTERSTATE 985
A/K/A GEORGIA
HIGHWAY 365
& LANIER PARKWAY**
(PUBLIC, VARIABLE R/W,
LIMITED ACCESS)

POC
N.1523697.86
E.2375542.53
20' PERMANENT
SEWER EASEMENT
0.304 ACRES
13,251 S.F.

S29°45'45"E
447.67'
IPF 1" ANGLE IRON
1.1' S.W. OF P/L

POB
20' PERMANENT
SEWER EASEMENT
N.1523309.24
E.2375764.76

S29°45'45"E
0.65'
(TIE TO 1"CTP @
ANGLE IRON)

N/F
HALL COUNTY B.O.E.
TAX PARCEL ID: 08093-000008
PLAT SLIDE BOOK 660 PG 189A



SHEET 1 OF 2

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(770) 451-2741 ■ WWW.PECATL.COM
C.O.A.-LSF000004

**20' PERMANENT SEWER
EASEMENT EXHIBIT FOR:**

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523697.86, E. 2375542.53, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 29 degrees 45 minutes 45 seconds East a distance of 447.67 feet to a point (N.1523309.24, E. 2375764.76, NAD83, GA. West Zone), said point is the **TRUE POINT OF BEGINNING**.

THENCE North 55 degrees 30 minutes 24 seconds East a distance of 190.89 feet to a point; thence North 19 degrees 05 minutes 40 seconds East a distance of 123.92 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 84.69 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 116.06 feet to a point; thence North 74 degrees 06 minutes 01 seconds East a distance of 149.19 feet to a point; thence South 15 degrees 53 minutes 59 seconds East a distance of 20.00 feet to a point; thence South 74 degrees 06 minutes 01 seconds West a distance of 131.99 feet to a point; thence South 07 degrees 18 minutes 13 seconds East a distance of 118.86 feet to a point; thence South 82 degrees 41 minutes 47 seconds West a distance of 92.29 feet to a point; thence South 19 degrees 05 minutes 40 seconds West a distance of 118.10 feet to a point; thence South 55 degrees 30 minutes 24 seconds West a distance of 199.13 feet to a point; thence North 29 degrees 45 minutes 45 seconds West a distance of 20.07 feet to a point, said point is the **TRUE POINT OF BEGINNING**.

Said 20 foot Permanent Sewer Easement having an area of 13251 square feet, 0.304 acres more or less

SHEET 2 OF 2

PLANNERS AND ENGINEERS COLLABORATIVE

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C.O.A.-LS*000004

20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION FOR: :

DRAWN BY: MN **WOODFIELD DEVELOPMENT**
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523697.86, E. 2375542.53, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 29 degrees 45 minutes 45 seconds East a distance of 447.67 feet to a point (N.1523309.24, E. 2375764.76, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE North 55 degrees 30 minutes 24 seconds East a distance of 190.89 feet to a point; thence North 19 degrees 05 minutes 40 seconds East a distance of 123.92 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 84.69 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 116.06 feet to a point; thence North 74 degrees 06 minutes 01 seconds East a distance of 149.19 feet to a point; thence South 15 degrees 53 minutes 59 seconds East a distance of 20.00 feet to a point; thence South 74 degrees 06 minutes 01 seconds West a distance of 131.99 feet to a point; thence South 07 degrees 18 minutes 13 seconds East a distance of 118.86 feet to a point; thence South 82 degrees 41 minutes 47 seconds West a distance of 92.29 feet to a point; thence South 19 degrees 05 minutes 40 seconds West a distance of 118.10 feet to a point; thence South 55 degrees 30 minutes 24 seconds West a distance of 199.13 feet to a point; thence North 29 degrees 45 minutes 45 seconds West a distance of 20.07 feet to a point, said point is the TRUE POINT OF BEGINNING.

Said 20 foot Permanent Sewer Easement having an area of 13251 square feet, 0.304 acres more or less

SHEET 2 OF 2

PLANNERS AND ENGINEERS COLLABORATIVE

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20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION FOR:

WOODFIELD DEVELOPMENT

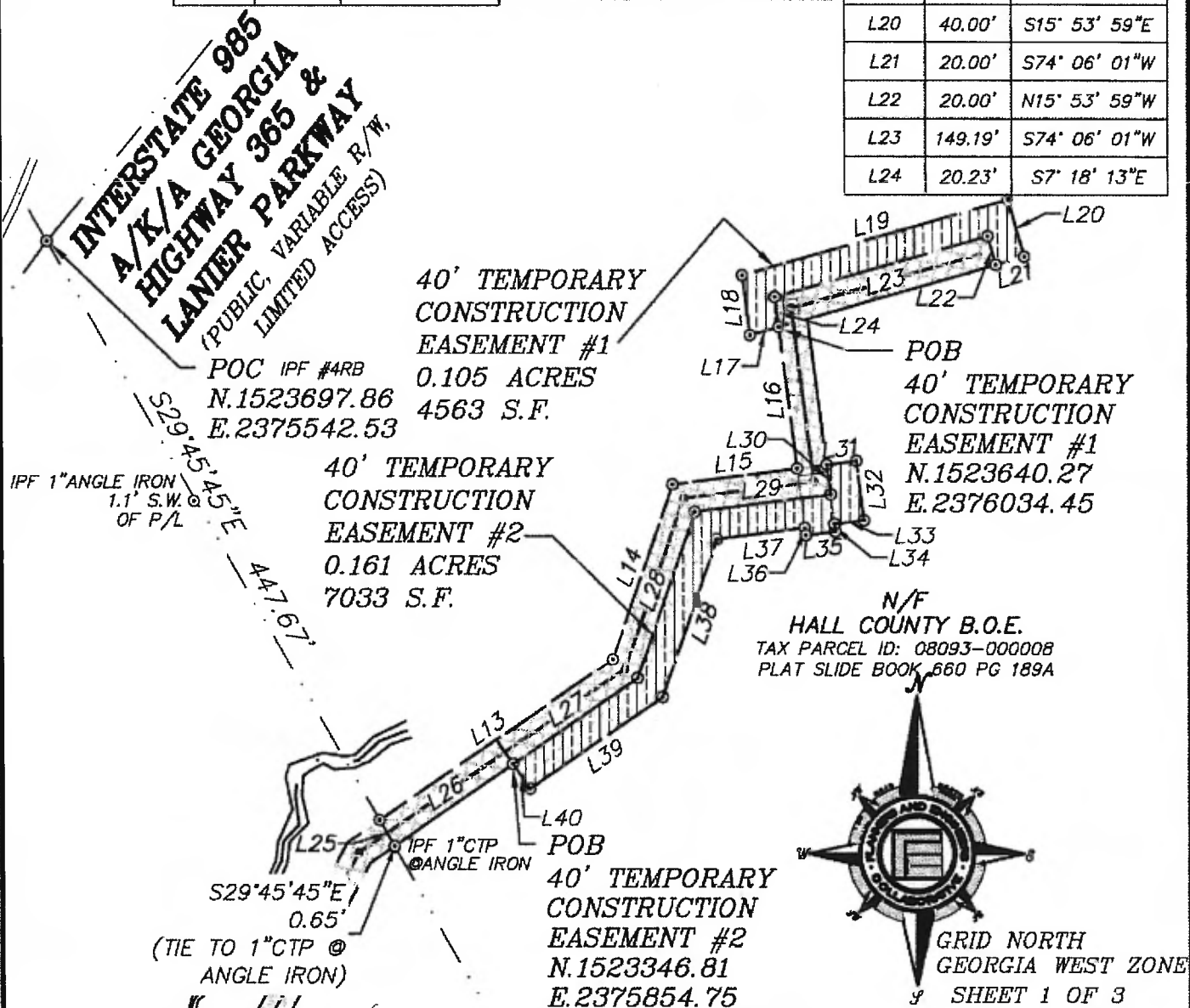
DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



Easement#2 Line Table		
Line #	Length	Direction
L25	20.07'	S29° 45' 45"E
L26	97.10'	N55° 30' 24"E
L27	102.02'	N55° 30' 24"E
L28	118.10'	N19° 05' 40"E
L29	92.29'	N82° 41' 47"E
L30	20.00'	N7° 18' 13"W
L31	20.00'	N82° 41' 47"E

L32	40.00'	S7° 18' 13"E
L33	20.04'	S82° 41' 47"W
L34	5.05'	S7° 14' 28"E
L35	20.00'	S82° 45' 32"W
L36	5.03'	N7° 14' 28"W
L37	59.85'	S82° 41' 47"W
L38	112.27'	S19° 05' 40"W
L39	108.60'	S55° 30' 24"W
L40	20.00'	N34° 29' 36"W

Easement#1 Line Table		
Line #	Length	Direction
L13	190.89'	N55° 30' 24"E
L14	123.92'	N19° 05' 40"E
L15	84.69'	N82° 41' 47"E
L16	95.83'	N7° 18' 13"W
L17	20.23'	S74° 06' 01"W
L18	40.45'	N7° 18' 13"W
L19	186.40'	N74° 06' 01"E
L20	40.00'	S15° 53' 59"E
L21	20.00'	S74° 06' 01"W
L22	20.00'	N15° 53' 59"W
L23	149.19'	S74° 06' 01"W
L24	20.23'	S7° 18' 13"E



PLANNERS AND ENGINEERS COLLABORATIVE

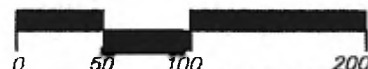
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C.O.A.-LSF000004

40' TEMPORARY CONSTRUCTION EASEMENT EXHIBIT FOR:

WOODFIELD DEVELOPMENT
DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



40' TEMPORARY CONSTRUCTION EASEMENT #1

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523697.86, E. 2375542.53, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 29 degrees 45 minutes 45 seconds East a distance of 447.67 feet to a point; thence North 55 degrees 30 minutes 24 seconds East a distance of 190.89 feet to a point; thence North 19 degrees 05 minutes 40 seconds East a distance of 123.92 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 84.69 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 95.83 feet to a point (N.1523640.27, E.2376034.45, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE South 74 degrees 06 minutes 01 seconds West a distance of 20.23 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 40.45 feet to a point; thence North 74 degrees 06 minutes 01 seconds East a distance of 186.40 feet to a point; thence South 15 degrees 53 minutes 59 seconds East a distance of 40.00 feet to a point; thence South 74 degrees 06 minutes 01 seconds West a distance of 20.00 feet to a point; thence North 15 degrees 53 minutes 59 seconds West a distance of 20.00 feet to a point; thence South 74 degrees 06 minutes 01 seconds West a distance of 149.19 feet to a point; thence South 07 degrees 18 minutes 13 seconds East a distance of 20.23 feet to a point, said point is the TRUE POINT OF BEGINNING.

Said 40 foot Temporary Construction Easement #1 having an area of 4563 square feet, 0.105 acres more or less

SHEET 2 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

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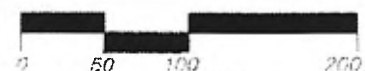


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40' TEMPORARY CONSTRUCTION EASEMENT #1 LEGAL DESCRIPTION FOR:

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



40' TEMPORARY CONSTRUCTION EASEMENT #2

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523697.86, E.2375542.53, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 29 degrees 45 minutes 45 seconds East a distance of 447.67 feet to a point; thence South 29 degrees 45 minutes 45 seconds East a distance of 20.07 feet to a point; thence North 55 degrees 30 minutes 24 seconds East a distance of 97.10 feet to a point (N.1523346.81, E.2375854.75, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE North 55 degrees 30 minutes 24 seconds East a distance of 102.02 feet to a point; thence North 19 degrees 05 minutes 40 seconds East a distance of 118.10 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 92.29 feet to a point; thence North 07 degrees 18 minutes 13 seconds West a distance of 20.00 feet to a point; thence North 82 degrees 41 minutes 47 seconds East a distance of 20.00 feet to a point; thence South 07 degrees 18 minutes 13 seconds East a distance of 40.00 feet to a point; thence South 82 degrees 41 minutes 47 seconds West a distance of 20.04 feet to a point; thence South 07 degrees 14 minutes 28 seconds East a distance of 5.05 feet to a point; thence South 82 degrees 45 minutes 32 seconds West a distance of 20.00 feet to a point; thence North 07 degrees 14 minutes 28 seconds West a distance of 5.03 feet to a point; thence South 82 degrees 41 minutes 47 seconds West a distance of 59.85 feet to a point; thence South 19 degrees 05 minutes 40 seconds West a distance of 112.27 feet to a point; thence South 55 degrees 30 minutes 24 seconds West a distance of 108.60 feet to a point; thence North 34 degrees 29 minutes 36 seconds West a distance of 20.00 feet to a point, said point is the TRUE POINT OF BEGINNING.

Said 40 foot Temporary Construction Easement #2 having an area of 7033 square feet, 0.161 acres more or less

SHEET 3 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"



■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PECATL.COM
C.O.A.-LSF000004

40' TEMPORARY CONSTRUCTION EASEMENT #2 LEGAL DESCRIPTION FOR:

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'

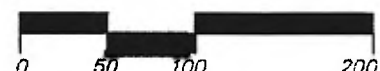


EXHIBIT C

eFiled and eRecorded
DATE: 03/11/2022
TIME: 7:08 AM
DEED BOOK: 9078
PAGE: 536 - 553
FILING FEES: \$25.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 4591293252
RECORDED BY: JP
CLERK: Charles Baker, C.S.C
Hall County, GA

**Recording Requested by and
Please Return to:**

Michael Wall
Troutman Pepper Hamilton Sanders LLP
600 Peachtree Street, N.E., Suite 3000
Atlanta, GA 30308

**PERMANENT SEWER AND TEMPORARY
CONSTRUCTION EASEMENT**

THIS PERMANENT SEWER AND TEMPORARY CONSTRUCTION EASEMENT is executed this 5th day of March, 2020 (the "*Effective Date*") by the Estate of Mary Elizabeth R. Hickman, Louise Harley Hull, William Watt Neal, Jr. and Mary E. Roberts, f/k/a Mary Neal (collectively, "*Grantor*") for the benefit of Flowery Branch Apartments Owner, LLC, a Delaware limited liability company and its successors and assigns (the "*Grantee*").

WHEREAS, Grantee owns that certain parcel of land within the city of Flowery Branch, Hall County, Georgia having a tax parcel identification number of 08097-000001A (the "*Grantee Property*"), and requires certain easements as hereinafter described and granted in connection with the construction, maintenance, operation, and repair of certain Sewer Improvements (hereinafter defined) located within Hall County, Georgia; and

WHEREAS, Grantor owns that certain parcel of land located adjacent to the Grantee Property having a tax parcel identification number of 08097-000005 (the "*Grantor Property*"; the Grantor Property and the Grantee Property are collectively referred to herein as the "*Tracts*") and desires to grant such easements to Grantee for the consideration and upon the terms, conditions, and agreements hereinafter set forth.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, said Grantor does hereby grant, bargain, sell, and release unto Grantee,

its successors and assigns forever, the following easements subject to the terms, conditions, and agreements contained herein:

(1) A perpetual easement (the "*Sewer Easement*") for the construction, location, installation, operation, relocation, extension, inspection, maintenance, repair, alteration, modification, redesign, reconstruction, replacement, and removal of one or more sewer lines, together with all valves, appurtenances, apparatus, and equipment (collectively, the "*Sewer Improvements*") upon, over, along, across, through, and under the area identified as "20' Permanent Sewer Easement" on Exhibit A attached hereto (the "*Easement Area*"); and

(2) A temporary access and construction easement (the "*TCE*," and together with the Sewer Easement, the "*Easements*") upon, over, along, across, through, and under such portions of the Grantor Property as shall be reasonably necessary for the installation of the Sewer Improvements and the performance of related construction activities and the operation of construction equipment associated therewith.

TOGETHER with all the rights and privileges necessary or convenient for the full use and enjoyment of said Easements, including, without limitation, the rights of ingress, egress, and regress over, under, through, upon, and across the remainder of the Grantor Property and all rights of way and ingress and egress easements beneficial to Grantor and/or the above-described property.

TOGETHER also with the right from time to time to remove, cut, trim, or clear and keep clear trees, underbrush, structures, and obstructions upon said Easement Area, and the right of entry upon the Grantor Property, beneficial estates, and all rights of way for all of the purposes aforesaid; provided, however, that nothing herein shall create a duty of Grantee to remove said items or keep clear or maintain the Easement Area, beneficial estates, or rights of way.

These Easements shall run with title to the Tracts and shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective heirs, successors, assigns, administrators, and executors.

IT IS UNDERSTOOD AND AGREED that the Easements above described are granted and accepted upon the following terms and conditions:

The TCE granted herein shall automatically terminate, without the necessity of the execution of recording of any other document, upon the completion of the Sewer Improvements and the public dedication of same to the City of Flowery Branch, a municipal corporation of the state of Georgia (the "*City*").

Upon completion of the Sewer Improvements, Grantee may assign its rights hereunder to the City in connection with the public dedication of such Sewer Improvements, and Grantor hereby consents both to such assignment and to such dedication.

The Grantor will make no use of the Easement Area that is inconsistent with the uses and purposes for which the Easements have been granted and shall not interfere with Grantee's use of

the Easement Area in any way, and without limiting the generality of this provision, the Grantor agrees that no permanent structures such as buildings, sheds, and other structures shall be placed upon the Easement Area at any time.

Notwithstanding anything contained herein to the contrary, Grantee hereby indemnifies and shall save and hold Grantor harmless from any injury or loss incurred by the Grantor as a direct result of damage to the Grantor Property caused by the Grantee in the exercise of its rights hereunder; provided that in no case shall Grantee indemnify Grantor, its successors, or assigns for losses arising from Grantor's, its successors' or assigns' negligence or willful misconduct, or for losses arising or incurred due to any hazardous substances or other conditions existing on the Grantor Property prior to the Effective Date and not otherwise directly caused by Grantee.

TO HAVE AND TO HOLD, all and singular, the easement rights and privileges described unto Grantee, its successors and assigns forever.

And the Grantor does hereby bind itself and its heirs, successors, assigns, administrators and executors to warrant and forever defend all and singular the said premises unto Grantee, its successors and assigns against Grantor and Grantor's heirs, successors, assigns, administrators and executors and against every person whomsoever lawfully claiming or to claim the same or any part thereof. The terms of this instrument shall run with title to the Tracts, and shall bind and inure to the benefit of the parties hereto, their respective successors and assigns, and every other person now or hereafter acquiring an interest in or lien upon the Tracts, or any portion thereof.

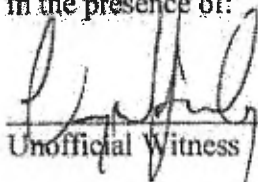
If any covenant or other provision contained in this instrument is to any extent declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining covenants, restrictions, and provisions contained herein (or the application of such covenants and provisions to persons or circumstances other than those in respect of which the determination of invalidity or unenforceability was made) will not be affected thereby and each covenant and provision contained in this instrument will be valid and enforceable to the fullest extent permitted by law.

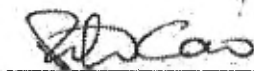
This instrument may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, said Grantor has hereunto set its hand and affixed seal, the day and year first above written.

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

My commission expires: May 10, 2022

GRANTOR:

Estate of Mary Elizabeth R. Hickman

 (SEAL)
By: Earl L. Hickman
Title: Executor of the Estate of Mary Elizabeth
R. Hickman



[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

GRANTOR:

Louise Harley Hull

Helen Hull
Unofficial Witness

Louise Harley Hull (SEAL)
LOUISE HARLEY HULL

Molly M. Carter
Notary Public

My commission expires: 10-14-24

[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]



Signed, sealed and delivered
in the presence of:

GRANTOR:

[Signature]
Unofficial Witness

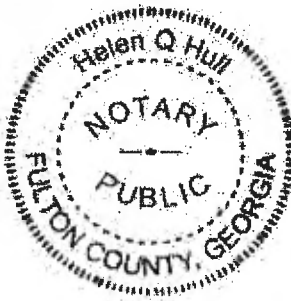
William Watt Neal, Jr.

[Signature]
WILLIAM WATT NEAL, JR.

[Signature]
Notary Public

My commission expires: 9.25.2023

[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]



Signed, sealed and delivered
in the presence of:

J. unelard
Unofficial Witness

W. J. Long
Notary Public

My commission expires: 11/25/2022



GRANTOR:

Mary E. Roberts, f/k/a Mary Neal

Mary E Roberts (SEAL)
MARY E. ROBERTS, F/K/A MARY NEAL

Exhibit A

EASEMENT AREA

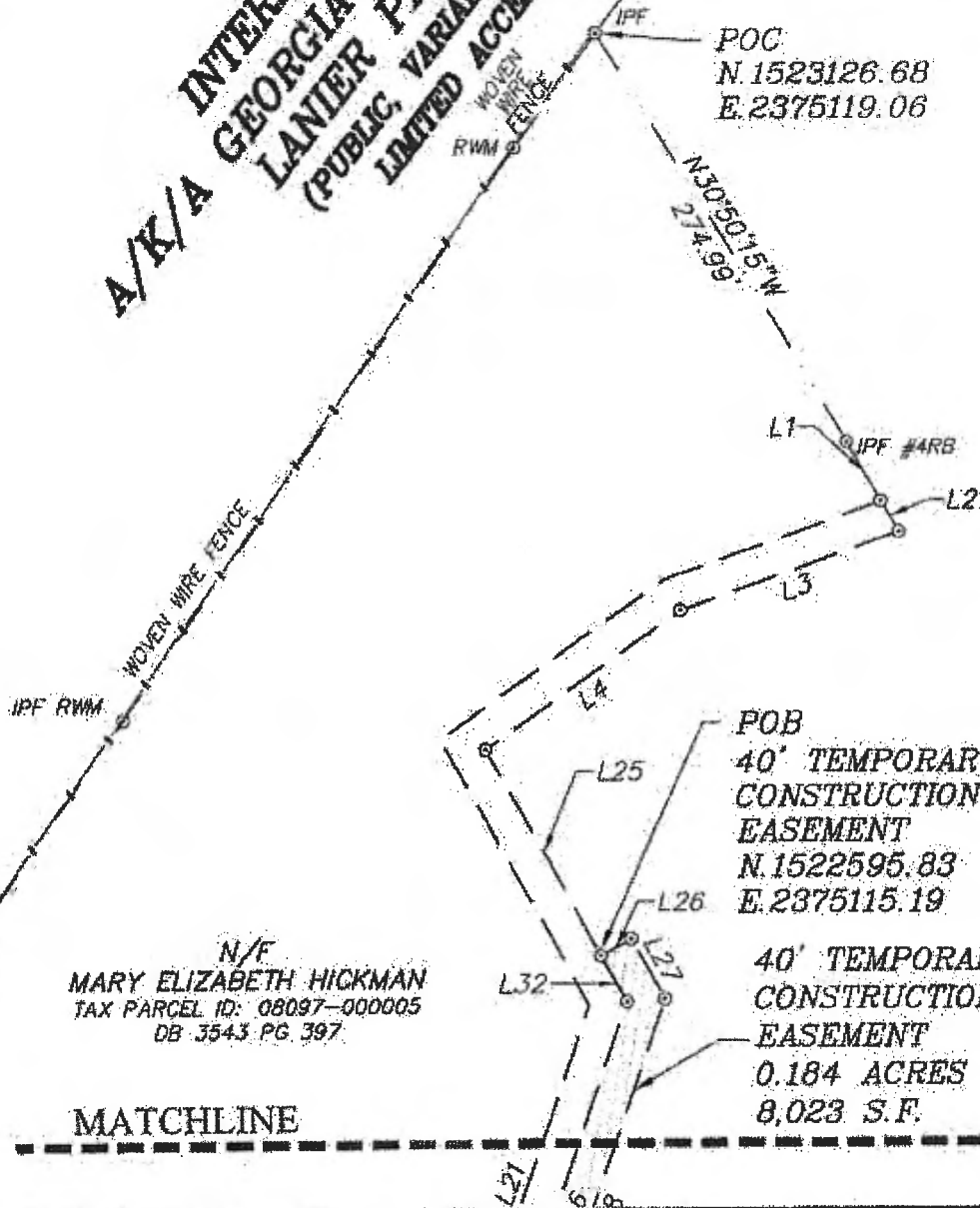
(SEE ATTACHED

**A/K/A INTERSTATE 985
LANIER PARKWAY
(PUBLIC VARIABLE R/W,
LIMITED ACCESS)**



GRID NORTH
GEORGIA WEST ZONE

POC
N.1523126.68
E.2375119.06



SHEET 1 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"

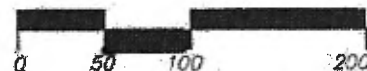


■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
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350 RESEARCH COURT, PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2711 ■ WWW.PECAL.COM
C.O.A.-LSF000024

**40' TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT FOR:**

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



IPF RWM

N/F
MARY ELIZABETH HICKMAN
TAX PARCEL ID: 08097-000005
DB 3543 PG 397

MATCHLINE

POB

40' TEMPORARY
CONSTRUCTION
EASEMENT

N.1522595.83

E.2375115.19

40' TEMPORARY
CONSTRUCTION
EASEMENT

0.184 ACRES

8,023 S.F.

40 foot Temporary Construction
Easement Line Table

Line #	Length	Direction
L1	39.05'	S29° 25' 29"E
L2	20.29'	S29° 25' 29"E
L3	133.75'	S70° 15' 13"W
L4	138.42'	S54° 51' 44"W
L25	134.95'	S28° 50' 35"E
L26	20.00'	N61° 09' 25"E
L27	39.31'	S28° 50' 35"E
L28	261.48'	S19° 38' 53"W
L29	118.78'	S70° 01' 57"W
L30	20.00'	N19° 58' 03"W
L31	109.37'	N70° 01' 57"E
L32	30.31'	S28° 50' 35"E



GRID NORTH
GEORGIA WEST ZONE

SHEET 2 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"

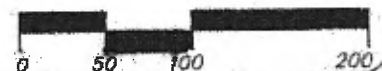


■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PECAL.COM
C.O.A.-LSR00004

40' TEMPORARY CONSTRUCTION
EASEMENT EXHIBIT FOR

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



40' TEMPORARY CONSTRUCTION EASEMENT

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523126.68, E. 2375119.06, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 30 degrees 50 minutes 15 seconds East a distance of 274.99 feet to a #4 rebar found; thence South 29 degrees 25 minutes 29 seconds East a distance of 39.05 feet to a point; thence South 29 degrees 25 minutes 29 seconds East a distance of 20.29 feet to a point; thence South 70 degrees 15 minutes 13 seconds West a distance of 133.75 feet to a point; thence South 54 degrees 51 minutes 44 seconds West a distance of 138.42 feet to a point; thence South 28 degrees 50 minutes 35 seconds East a distance of 134.95 feet to a point (N.1522595.83, E. 2375115.19, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE North 61 degrees 09 minutes 25 seconds East a distance of 20.00 feet to a point; thence South 28 degrees 50 minutes 35 seconds East a distance of 39.31 feet to a point; thence South 19 degrees 38 minutes 53 seconds West a distance of 261.48 feet to a point; thence South 70 degrees 01 minutes 57 seconds West a distance of 118.78 feet to a point; thence North 19 degrees 58 minutes 03 seconds West a distance of 20.00 feet to a point; thence North 70 degrees 01 minutes 57 seconds East a distance of 109.37 feet to a point; thence North 19 degrees 38 minutes 53 seconds East a distance of 243.07 feet to a point; thence North 28 degrees 50 minutes 35 seconds West a distance of 30.31 feet to a point, said point is the TRUE POINT OF BEGINNING.

Said 40 foot Temporary Construction Easement having an area of 8,023 square feet, 0.184 acres more or less.

SHEET 3 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE "WE PROVIDE SOLUTIONS"



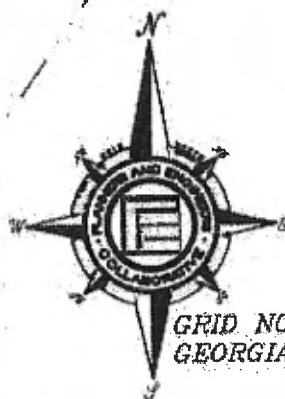
■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING
350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 431-3741 ■ WWW.PECATL.COM
C.O.A. - ESF000004

40' TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION FOR:

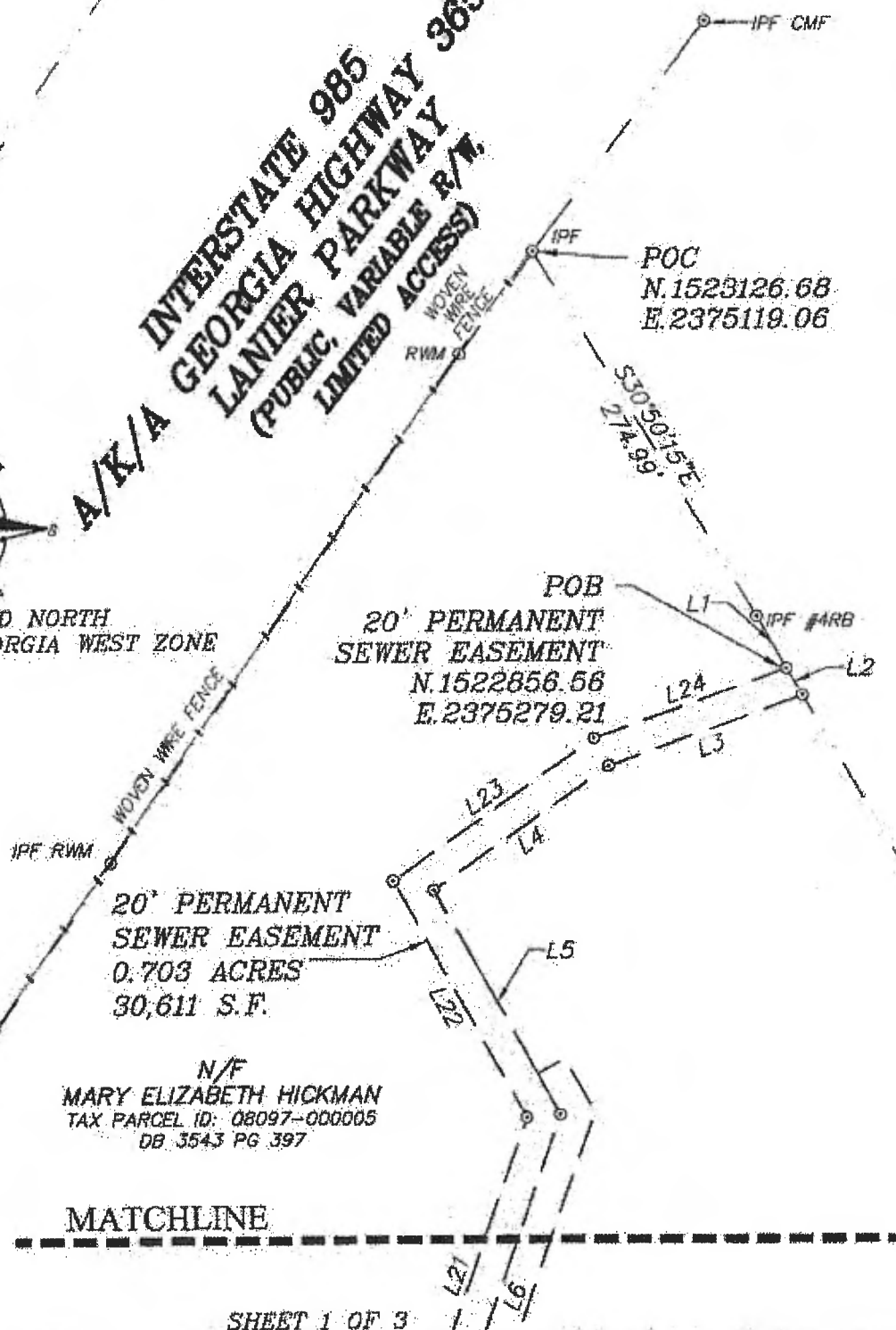
WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'





**INTERSTATE 985
A/K/A GEORGIA HIGHWAY 365 &
LANIER PARKWAY
(PUBLIC, VARIABLE R/W,
LIMITED ACCESS)**



PLANNERS AND ENGINEERS COLLABORATIVE
"WE PROVIDE SOLUTIONS"



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■ CIVIL ENGINEERING ■ LAND SURVEYING
350 RESEARCH COURT, PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PECATL.COM
C.O.A.-15P000004

**20' PERMANENT SEWER
EASEMENT EXHIBIT FOR:**

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18181.01A
DATE: 7/09/20
SCALE: 1"=100'



**INTERSTATE 985
A/K/A GEORGIA
HIGHWAY 365 &
LANIER PARKWAY
(PUBLIC, VARIABLE R/W,
LIMITED ACCESS)**

MATCHLINE

**20' PERMANENT
SEWER EASEMENT
0.703 ACRES
30,611 S.F.**

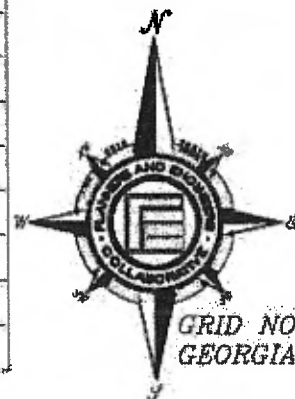
**N/F
MARY ELIZABETH HICKMAN
TAX PARCEL ID: 08097-000005
DB 3543 PG 397**

**N/F
BRE DDR BR
STONEBRIDGE GA LLC
TAX PARCEL ID: 08097-000009**

**20 foot Permanent Sanitary
Sewer Easement Line Table**

Line #	Length	Direction
L1	39.05'	S29° 25' 29"E
L2	20.29'	S29° 25' 29"E
L3	133.75'	S70° 15' 13"W
L4	138.42'	S54° 51' 44"W
L5	165.25'	S28° 50' 35"E
L6	243.07'	S19° 38' 53"W
L7	295.53'	S70° 01' 57"W
L8	158.77'	S53° 07' 19"W
L9	220.09'	S47° 07' 41"W
L10	129.08'	S48° 34' 37"W
L11	4.61'	N85° 19' 11"E
L12	20.00'	S4° 40' 49"E
L13	18.77'	S85° 19' 11"W
L14	27.59'	N44° 18' 05"W
L15	153.52'	N48° 34' 37"E
L16	220.89'	N47° 07' 41"E
L17	162.79'	N53° 07' 19"E

L18	16.01'	N53° 07' 19"E
L19	4.87'	S36° 52' 40"E
L20	272.37'	N70° 01' 57"E
L21	224.65'	N19° 38' 53"E
L22	174.16'	N28° 50' 35"W
L23	159.04'	N54° 51' 44"E
L24	133.05'	N70° 15' 13"E



**GRID NORTH
GEORGIA WEST ZONE**

SHEET 2 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"

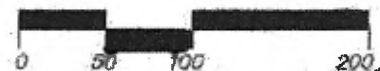


■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING
530 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PECCATL.COM
C.O.A. LS0000004

**20' PERMANENT SEWER
EASEMENT EXHIBIT FOR:**

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 97 of the 8th District, City of Flowery Branch, Hall County, Georgia and being more particularly described as follows:

COMMENCING at a #4 rebar found (N.1523126.68, E. 2375119.06, NAD83, GA. West Zone) on the Southeasterly Right of Way Line of Interstate 985 A/K/A Georgia Highway 365 & Lanier Parkway (Public, Variable R/W, Limited Access; thence leaving said Southeasterly Right of Way Line of Interstate 985 South 30 degrees 50 minutes 15 seconds East a distance of 274.99 feet to a #4 rebar found; thence South 29 degrees 25 minutes 29 seconds East a distance of 39.05 feet to a point (N.1522856.56, E. 2375279.21, NAD83, GA. West Zone), said point is the TRUE POINT OF BEGINNING.

THENCE South 29 degrees 25 minutes 29 seconds East a distance of 20.29 feet to a point;
thence South 70 degrees 15 minutes 13 seconds West a distance of 133.75 feet to a point;
thence South 54 degrees 51 minutes 44 seconds West a distance of 138.42 feet to a point;
thence South 28 degrees 50 minutes 35 seconds East a distance of 165.25 feet to a point;
thence South 19 degrees 38 minutes 53 seconds West a distance of 243.07 feet to a point;
thence South 70 degrees 01 minutes 57 seconds West a distance of 295.53 feet to a point;
thence South 53 degrees 07 minutes 19 seconds West a distance of 158.77 feet to a point;
thence South 47 degrees 07 minutes 41 seconds West a distance of 220.09 feet to a point;
thence South 48 degrees 34 minutes 37 seconds West a distance of 129.08 feet to a point;
thence North 85 degrees 19 minutes 11 seconds East a distance of 4.61 feet to a point;
thence South 04 degrees 40 minutes 49 seconds East a distance of 20.00 feet to a point;
thence South 85 degrees 19 minutes 11 seconds West a distance of 18.77 feet to a point;
thence North 44 degrees 18 minutes 05 seconds West a distance of 27.59 feet to a point;
thence North 48 degrees 34 minutes 37 seconds East a distance of 153.52 feet to a point;
thence North 47 degrees 07 minutes 41 seconds East a distance of 220.89 feet to a point;
thence North 53 degrees 07 minutes 19 seconds East a distance of 162.79 feet to a point;
thence North 53 degrees 07 minutes 19 seconds East a distance of 16.01 feet to a point;
thence South 36 degrees 52 minutes 41 seconds East a distance of 4.87 feet to a point;
thence North 70 degrees 01 minutes 57 seconds East a distance of 272.37 feet to a point;
thence North 19 degrees 38 minutes 53 seconds East a distance of 224.65 feet to a point;
thence North 28 degrees 50 minutes 35 seconds West a distance of 174.16 feet to a point;
thence North 54 degrees 51 minutes 44 seconds East a distance of 159.04 feet to a point;
thence North 70 degrees 15 minutes 13 seconds East a distance of 133.05 feet to a point,
said point is the TRUE POINT OF BEGINNING.

Said 20 foot Permanent Sewer Easement having an area of 30,611 square feet, 0.703 acres more or less

SHEET 3 OF 3

PLANNERS AND ENGINEERS COLLABORATIVE

"WE PROVIDE SOLUTIONS"



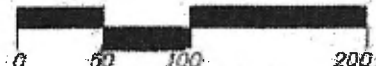
■ SITE PLANNING ■ LANDSCAPE ARCHITECTURE
■ CIVIL ENGINEERING ■ LAND SURVEYING

350 RESEARCH COURT PEACHTREE CORNERS, GEORGIA 30092
(770) 451-2741 ■ WWW.PECATL.COM
C.O.A.-156000004

20' PERMANENT SEWER EASEMENT LEGAL DESCRIPTION FOR:

WOODFIELD DEVELOPMENT

DRAWN BY: MN
CHECKED BY: JH
FILE NO.: 18161.01A
DATE: 7/09/20
SCALE: 1"=100'



AFFIDAVIT OF MARY ELIZABETH ROBERTS

This Affidavit (this "Affidavit") is made as of the date set forth below by Mary Elizabeth Roberts, f/k/a Mary Neal, an individual resident of Atlanta Fulton County, Georgia (the "Undersigned"). The Undersigned hereby certifies for the benefit of Chicago Title Insurance Company as follows:

1. The Undersigned is not the party identified as "Mary E. Dine-Neal" in the Notice of Federal Tax Lien dated December 6, 2011, recorded December 14, 2011 in Lien Book 387, Page 314 in the records of the Clerk of Superior Court of Hall County, Georgia, attached as Exhibit A hereto.

2. The Undersigned owns and permanently resides at the residence located at 11 Bohler Meadows [street address] in Atlanta [city], GA [state], and has owned and permanently resided at such property since 2012 [year].

[SEE ATTACHED SIGNATURE PAGE]

Dated: August 7, 2020.

By: Mary Elizabeth Roberts
MARY ELIZABETH ROBERTS

STATE OF Georgia
COUNTY OF Fulton

I, Jonathan Caldecot Young, a Notary Public for said County and State, do hereby certify that Mary Elizabeth Roberts either being personally known to me or proven by satisfactory evidence (said evidence being Deeds/Will), personally appeared before me this day, and acknowledged the voluntary due execution of the foregoing instrument by him for the purposes stated therein. Witness my hand and notarial seal, this 7 day of August, 2020.

[SEAL]



Jonathan Caldecot Young
Notary Public

Printed Name: Jonathan Caldecot Young

My Commission Expires 4/29/23

FILED
HALL CO., GA
11 DEC 14 PM 12:25
CHARLES BAKER, CLERK
SUPERIOR STATE COURT
BY SM

EXHIBIT D

03782
0547

033796

Mail- Mr. Daniel R. Murphy
Harben & Hartley
P.O. Box 2975
Gainesville, Ga 30503

SEWER SYSTEM FACILITIES DEDICATION

000547

GEORGIA, HALL COUNTY

This conveyance executed this 9th day of October, 2000 for and in consideration of ten (\$10.00) dollars in hand paid, receipt of which is acknowledged, the undersigned does hereby grant, sell and convey unto the City of Flowery Branch, Georgia, forever all pump stations, sanitary sewers lines, perpetual easements for same, and appurtenances shown across and through the land indicated on the plat attached hereto as Exhibit A. Said land is indicated in Deed Book 3067, Pages 223-227; Deed Book 3183, Pages 258-262; and Deed Book 3420, Page 464, in the Superior Court of Hall County in Gainesville, Georgia. Said easements being on the lands of grantor and extending a distance of 10 feet on either and both sides of the centerline of sewer line and pump station or as otherwise shown on Exhibit A.

The Grantee shall have the right of ingress and egress on said lands for the purpose of maintaining said sewer system facilities and shall exercise reasonable diligence in doing necessary work in connection therewith so as to avoid damaging the property.

IN WITNESS WHEREOF, the undersigned Grantor hereto set his/her hand and seal the day and year above written.

Signed, Sealed and Delivered
In the Presence of:

Chasene Younger
Notary Public

1-12-2001
Commission Expires

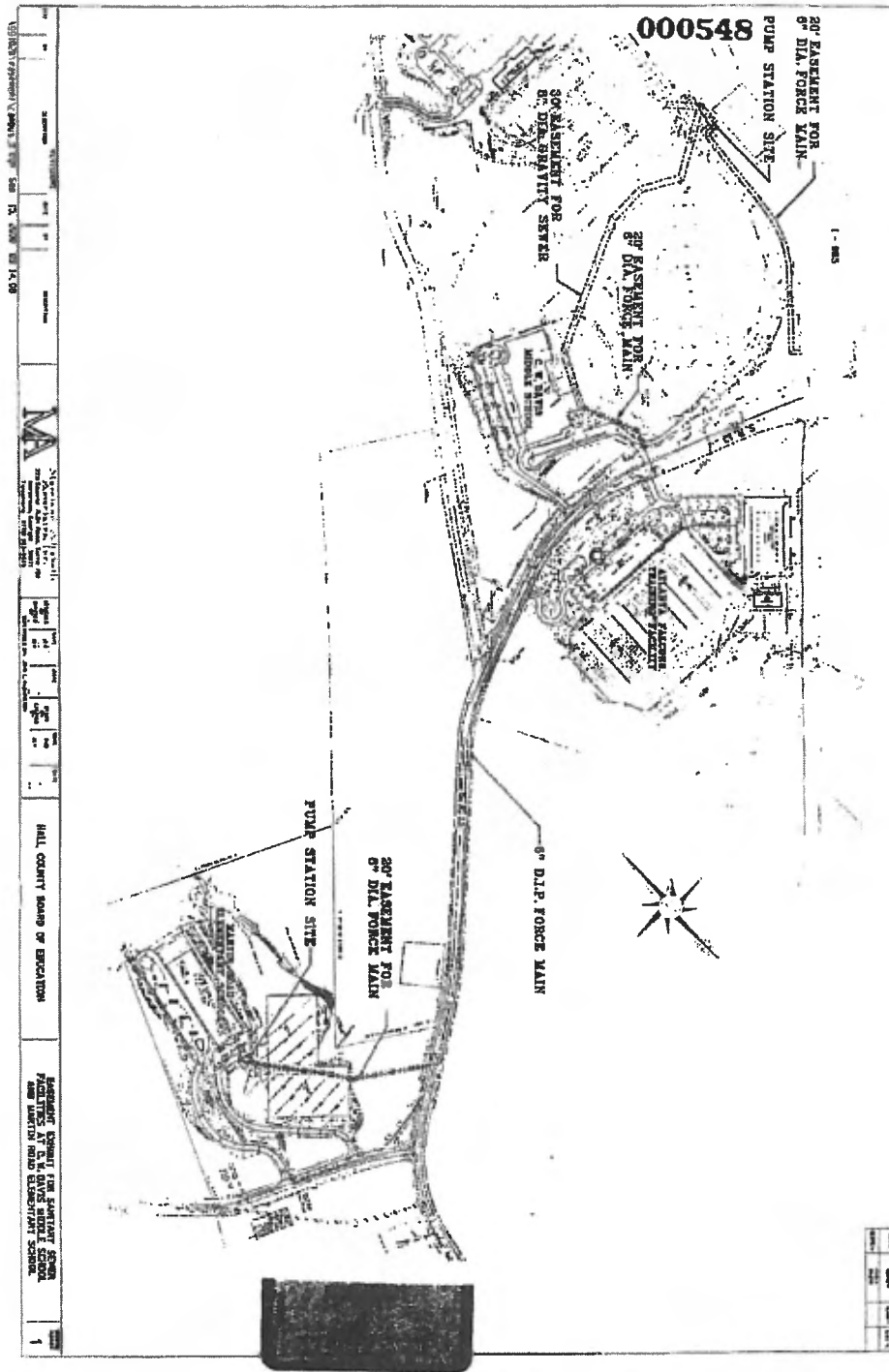
Witness

HALL COUNTY SCHOOL DISTRICT

Allen L. Payne
Chairman, Hall County Board of Education

Doris F. Smith
Superintendent and Ex-Officio Secretary
Hall County Board of Education

Georgia, Hall County, Clerk Superior Court
Filed in office, this 11 day of Dec.
2000 at 11:15a m. Recorded in
Book 3782 Page(s) 547-548
this 12 day of Dec., 2000.
DWIGHT S. WOOD, CLERK, by: 31442





FLOWERY BRANCH CITY COUNCIL

EXECUTIVE SUMMARY



SUBJECT: Consideration of executing a performance agreement for the Swingin' Medallions on Thursday, September 1, 2022 at the Farmers Market Block Party

COUNCIL MEETING DATE: March 22, 2022

HISTORY:

- City and Lake Lanier CVB have partnered together to produce monthly Block Parties
- Events include food truck and live music

FACTS AND ISSUES:

. This year we are doing our 3 Block Party's in conjunction with the Farmers Market. I have been able to book the Swingin' Medallions for Thursday, September 1, 2022, Farmers Market Block Party. They will be performing at the new Market Pavilion from 7:30pm – 9:30pm. The cost is \$6,000 which includes all light and sound needs.

OPTIONS:

Approve or Deny

IF FUNDING IS INVOLVED, ARE FUNDS APPROVED IN THE CURRENT BUDGET:

Yes

AMOUNT AND SOURCE OF FUNDS:

RECOMMENDATION:

SAMPLE MOTION:

I make a motion to approve for the City Manager to execute the performance agreement with the Swingin' Medallions for the event on Thursday, September 1, 2022, upon final review and approval of the agreement from the City Attorney.

COLLABORATING DEPARTMENT:

DEPARTMENT: Administration

Prepared by: Shelia Cooper

ATTACHMENTS

- [ES Swingin Medallions.pdf](#)

- [Contract Swingin Medallions.pdf](#)

FLOWERY BRANCH CITY COUNCIL
EXECUTIVE SUMMARY

SUBJECT: Consideration of Executing a Performance Agreement for Swingin' Medallions on September 1, 2022 at the Farmers Market Block Party

DATE: March 22, 2022

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

ANNUAL-

() OTHER

CAPITAL-

COUNCIL ACTION REQUESTED ON: March 22, 2022

PURPOSE: Sign performance agreement with The Swingin' Medallions to perform at the Farmers Market Block Party on Thursday, September 1, 2022.

HISTORY:

- City and Lake Lanier CVB have partnered together to produce monthly Block Parties
 - Events include food truck and live music
-
-

FACTS AND ISSUES: As you know, I am working on upcoming events. This year we are doing our 3 Block Party's in conjunction with the Farmers Market. I have been able to book the Swingin' Medallions for Thursday, September 1, 2022, Farmers Market Block Party. They will be performing at the new Market Pavilion from 7:30pm – 9:30pm. The cost is \$6,000 which includes all light and sound needs.

OPTIONS: Approve or Deny

RECOMMENDED SAMPLE MOTION:

I make a motion to approve for the City Manager to execute the performance agreement with the Swingin' Medallions for the event on Thursday, September 1, 2022, upon final review and approval of the agreement from the City Attorney.

DEPARTMENT: Tourism

Prepared by: Renee Carden



Performance Agreement

This Contract and Agreement is made on this date, March 20, 2022, between (Artist) THE SWINGIN' MEDALLIONS and (Purchaser) Renee Carden, Downtown Events/Public Information Officer, City of Flowery Branch. **Contract and deposit should be returned within ten days of date of issue. If contracts and deposits are not returned within this period of time, the date will be considered open and available and will not be held.** Artist and Purchaser agree to the following Terms and Conditions:

- **PURCHASER NAME, ADDRESS, AND CONTACT INFORMATION:**
Renee Carden, Downtown Events/Public Information Officer, City of Flowery Branch
Renee@flowerybranchga.org, Direct: 770-967-6371 #8
5410 Pine Street, P.O. Box 757, Flowery Branch, GA 30542
- **VENUE NAME, ADDRESS, AND CONTACT INFORMATION:**
Downtown Flowery Branch, GA
- **DATE (S) AND TIME (S) OF PERFORMANCE:**
Thursday, September 1, 2022. Artist to perform 7:30-9:30pm, with 15-minute intermission.
- **LOAD-IN AND SET-UP TIME (MINIMUM OF FOUR HOURS PRIOR TO PERFORMANCE):**
TBD
- **PRICE AND TERMS OF PERFORMANCE: \$6000.00 (plus attached Rider)**
Purchaser to provide staging. Artist to provide audio/lighting.
Purchaser provides, at no cost to Artist, 6 double hotel rooms and rider
- **PAYMENT TERMS: \$1500 non-refundable deposit** due with signed contract.
Balance of \$4,500 due the day of event.
Settlement between Purchaser and John McElrath, prior to event.

PLEASE MAKE CHECKS PAYABLE TO Swingin' Medallions (Tax ID# 04-3815318)
ANY ATTACHED RIDERS AND SPECIAL CONDITIONS SHALL BE DEEMED INTEGRAL PARTS OF THESE TERMS AND CONDITIONS. APPLICABLE RIDERS MUST BE SIGNED AND RETURNED WITH DEPOSIT.

Artist's obligations are subject to normal and customary "force majeure" conditions, including, but not limited to, Acts of God, riots, strikes, labor difficulties, illness, accidents, means of transportation, any act of Public Authority intervention, or any other condition or circumstance beyond Artist's control. Under such circumstance, there shall be no claims for damages by either party to this Contract and Agreement. Any and all costs and expenses (including Attorney fees) incurred by Artist in connection with the enforcement of this Contract and Agreement or collection of wages and fees, due to a default or breach by the Purchaser will be paid by the Purchaser. **Cancellation by Purchaser of event, after Agreement is signed by both parties will require full payment unless otherwise agreed to by The Swingin' Medallions.** Purchaser shall be liable for any and all damages to Artist's equipment caused by Purchaser, his employees, guests, or any other person not associated with or connected to Artist. Purchaser agrees to hold harmless The Swingin' Medallions or any of its agents, members, guests, employees or independent contractors for any damages or claims arising from this performance, preparation, set-up and breakdown.

In the event this show is not presented because of inclement weather and ARTIST is present and ready to perform, PURCHASER must pay ARTIST in full.

John G. McElrath
Authorized Representative of
The Swingin' Medallions

Tonya Parrish, City Manager
Authorized Representative of
City of Flowery Branch

Date

Date

PLEASE REMIT CONTRACT/DEPOSIT TO:

John G. McElrath, 211 North Hill Road, Greenwood, SC 29646