



FOR STAFF USE ONLY
DATE & TIME STAMP

RECEIVED

DEC 06 2019

Forsyth County Department of
Planning & Community Development

Rezoning, CUP and Sketch Plat Application

This form is required for submittals of all rezoning, conditional use permit (CUP) and sketch plat applications. While this application provides some information regarding the necessary requirements to submit a complete application, the full application requirements (e.g. minimum site plan requirements) can be found on the website at forsythco.com. From the main web page, please choose **Department and Offices**, next choose **Planning & Community Development** from the list, and then select **Long Range Planning Division** on the left side of the page.

A. SUBMITTAL TYPE

Application for Zoning Review

If this submittal is a revision, please specify the previously assigned application number:

B. REQUESTED ACTION: PLEASE CHECK ALL THAT APPLY (E.G. REZONING, REZONING WITH A CUP, ETC.)

☐ Rezoning ☐ Conditional Use Permit (CUP) ☒ Sketch Plat ☐ CUP for a communication tower

C. APPLICANT INFORMATION

Name: Capstone Property Group, LLC - Jonathan Collins

Address: 1485 Jesse Jewell Parkway, ste 100, Gainesville, GA 30501

Phone#: 7705195598 E-mail Address: jonathan@cpglc.net

D. REPRESENTATION INFORMATION (IF APPLICABLE)

Preferred Contact: ☐ Attorney ☒ Authorized Agent

Name: - Bryan Day

Address: PO Box 848, Buford, GA 30515

Phone#: 770-271-4676 E-mail Address: ddg@daydesigngroup.com

E. PROPERTY INFORMATION

Tax Map & Parcel #(s): (e.g. xxx-xxx-xxx, xxx-xxx-xxx) 174 626

Current Zoning: CBD - Commercial Business District Proposed Zoning: CBD - Commercial Business District

Proposed Use: Medical Office Building Property Acreage: 5.187

Proposed Road Access: Existing shared driveway connection to Trammel Road

Does the subject property lie partly within or adjacent to the City of Cumming? ☐ Yes ☒ No

FOR STAFF USE ONLY
Application # SP190013

1) Please complete if you are filing a **rezoning, conditional use permit or sketch plat** application.

a) ☐ This application contains a **residential** component. If checked, please fill out the following:

Residential Building Type	Ownership Type *** (Fee-Simple or Condominium)	# of Lots or Units	Minimum Heated Floor Area (sq. ft.)	Minimum Lot Size (sq. ft.)(If applicable)
<input type="checkbox"/> Single Family Detached				
<input type="checkbox"/> Townhouses				
<input type="checkbox"/> Apartments				
<input type="checkbox"/> Condos				
<input type="checkbox"/> Other				

*** The UDC requires that condominium-style ownership be specifically identified during the zoning process. While there may be little visual difference between the finished product types, condominium style ownership means that there will not be individually-owned (i.e. fee simple ownership) property associated with a specific type of development; rather there will just be individual ownership in building space (i.e. units) with joint ownership of all property. Some developments might contain both ownership types.

The total residential density (lots and/or units) proposed with this project is units per acre.

b) ☒ This application contains a **non-residential** component. If checked, please fill out the following:

Total Building Area (sq. ft.) # of Parking Spaces Est. Bldg. Area of Out Parcels (sq. ft.)

c) What is the total amount of proposed open space (sq. ft. or acres) included with this application?

d) Please indicate whether this project will be served by septic, county sewer, or city sewer:

If the project will be served by either county or city sewer, please also submit the results of the required pre-application meeting.

e) Will the proposed development exceed the threshold that triggers the need for a Development of Regional Impact (DRI) review?

☐ Yes ☒ No If yes, supplemental information shall be required in addition to this application.

f) Are you filing a rezoning application to rezone to a Master Planned District (MPD)?

☐ Yes ☒ No If yes, please also submit the supplemental form "Supplemental Application - Master Planned District (MPD)", which can be found on our website at forsythco.com.

g) Are you filing an application that includes Senior Housing?

☐ Yes ☒ No If yes, please also submit the supplemental form "Supplemental Application - Senior Housing Application", which can be found on our website at forsythco.com.

h) Are you filing an application that includes self-service storage?

☐ Yes ☒ No If yes, the separation distance between self-service storage businesses shall be 3/4 of a mile or a variance is required.

i) Are you filing an application that includes a business that conducts around the clock business hours (includes business operations that require employees to work shifts to cover a 24 hour period)?

☐ Yes ☒ No If yes, a Conditional Use Permit is required.

j) Are you filing an application that includes short-term rental?

☐ Yes ☒ No If yes, a Conditional Use Permit is required.

Number of Overnight Guests

Number of Daytime Guests

Number of Bedrooms

of Parking Spaces

5. REQUESTED VARIANCE (b) (SEPARATE SHEET REQUIRED FOR EACH REQUESTED VARIANCE)

1) A separate sheet is required for each variance request. The number of this variance request is:

2) Please indicate which section of the Unified Development Code (UDC) is requesting to be varied, e.g. Chapter 11, Table 11.2(a).

3) Please check the type of variance being requested:

☐ A variance of feet to allow a setback to be feet.

☐ A variance of feet to allow to be feet.

☐ Other:

4) Written Justification. Per § 8-6.3 (B), all variance requests must be accompanied by written documentation justifying the variance and explaining why it should be granted. Additional sheets can be found on the website at forsythco.com. The justification must specifically address, for each variance requested, the below criteria:

a) Describe why the variance would not negate the purpose and intent of the Unified Development Code provision?

b) Describe why the variance would not cause substantial detriment to the public safety, health, or welfare of the public, or injurious to other property?

c) Describe why the conditions of your property are unique only to the property which relief is sought and are not applicable generally to other property?

d) Describe how this property's physical surroundings (e.g. shape, size, or topographical conditions) result in an extraordinary hardship or practical difficulty (as distinguished from a mere inconvenience)?

e) Describe why the requested variance is the minimum necessary to accomplish the proposed development or building?

f) Describe how granting this variance will result in equal or greater protection to adjacent property or natural resources? (Only required if requesting a variance to a buffer or setback)

H. PROPERTY OWNER(S) AUTHORIZATION AFFIDAVIT: ADD ADDITIONAL SHEETS IF APPLICABLE

This application must be signed by the owner(s) as listed on the deed of record for the subject property. If there is more than one property owner, additional affidavits can be found on the website at forsythco.com. Only the owner or authorized agent (i.e. applicant or representing attorney) may speak on behalf of this application at the public hearing. The undersigned hereby swear that he/she/they is/are the owner(s) of the subject property as identified on this application.

I/We hereby authorize the authorized agent or attorney listed on the front of this application to speak and act on behalf of the owner(s) in pursuit of the rezoning, conditional use permit, or sketch plat application on this property. I/We realize that any action granted for this property will be binding on the property regardless of ownership.

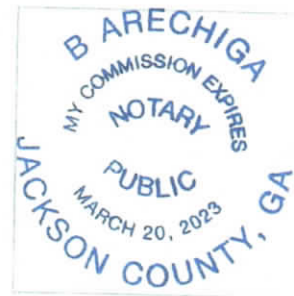
Owner Name #1:	CAPSTONE GATEWAY 1 LLC
----------------	------------------------

Address: 1485 Jesse Jewell Parkway, Gainesville, GA 30501

Phone#: 7705195598

Signature of Owner:

Signature of Notary:



Owner Name #2: CAPSTONE GATEWAY 2 LLC

Address: 1485 Jesse Jewell Parkway, Gainesville, GA 30501

Phone#: 7705195598

Signature of Owner:

Signature of Notary:



Owner Name #3:

Address:

Phone#:

Signature of Owner:

Signature of Notary:

Owner Name #4:

Address:

Phone#:

Signature of Owner:

Signature of Notary:

If either the applicant or owner are corporations or limited liability companies, provide the names of the corporate stockholders with 10% ownership or greater and officers and directors unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient. Also, identify any parties having a direct financial interest in the zoning application other than the owner and applicant (e.g. developer or anticipated commercial occupant). If such additional parties having a direct financial interest are corporations or companies, then provide the names of officers, directors, company members, stockholders with 10% ownership or greater, unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient.

In the event that public disclosure of the developer or commercial occupant may cause such developer or occupant to withdraw from pursuing a project due to competition, trade secret, or proprietary business concerns, and if the proposed development advances a bona fide economic development purpose, then an affidavit affirmatively declaring such shall be tendered with the application and in that event only the owner and or authorized applicant shall be identified. The affidavit contemplated in this paragraph shall only be valid for its intended purpose if it is also signed by a duly authorized representative of the Forsyth County Development Authority, Cumming/Forsyth County Chamber of Commerce, or the Forsyth County Manager, with such signature certifying that the pertinent individual is aware of the proposed development and confirms that the proposed development advances a bona fide economic development purpose. For purposes of this paragraph, a bona fide economic development purpose means a development that would be eligible for an inducement under section 22-260 of the Forsyth County Economic Development Ordinance.

If there is more than one corporate entity, additional disclosures can be found on the website at forsythco.com.

I am a duly authorized officer/member of the Capstone Property Group, LLC [corporate entity]. The Capstone Property Group, LLC [corporate entity] is the applicant or owner of the property seeking rezoning, conditional use and/or sketch plat approval and I am fully vested with authority to act on behalf of the Capstone Property Group, LLC [corporate entity] in submitting this application. In making this representation, I acknowledge that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state, shall upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

Name of Corporate Entity: Capstone Property Group, LLC

Name of Officer(s), Director(s) and/or Stockholder(s)	
Jonathan Collins	President
Dr. Jeff Payne	CEO

I. CORPORATE/COMPANY DISCLOSURE: ADD ADDITIONAL SHEETS IF APPLICABLE

If either the applicant or owner are corporations or limited liability companies, provide the names of the corporate stockholders with 10% ownership or greater and officers and directors unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient. Also, identify any parties having a direct financial interest in the zoning application other than the owner and applicant (e.g. developer or anticipated commercial occupant). If such additional parties having a direct financial interest are corporations or companies, then provide the names of officers, directors, company members, stockholders with 10% ownership or greater, unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient.

In the event that public disclosure of the developer or commercial occupant may cause such developer or occupant to withdraw from pursuing a project due to competition, trade secret, or proprietary business concerns, and if the proposed development advances a bona fide economic development purpose, then an affidavit affirmatively declaring such shall be tendered with the application and in that event only the owner and or authorized applicant shall be identified. The affidavit contemplated in this paragraph shall only be valid for its intended purpose if it is also signed by a duly authorized representative of the Forsyth County Development Authority, Cumming/Forsyth County Chamber of Commerce, or the Forsyth County Manager, with such signature certifying that the pertinent individual is aware of the proposed development and confirms that the proposed development advances a bona fide economic development purpose. For purposes of this paragraph, a bona fide economic development purpose means a development that would be eligible for an inducement under section 22-260 of the Forsyth County Economic Development Ordinance.

If there is more than one corporate entity, additional disclosures can be found on the website at .

I am a duly authorized officer/member of the Capstone Gateway 1, LLC [corporate entity]. The Capstone Gateway 1, LLC [corporate entity] is the applicant or owner of the property seeking rezoning, conditional use and/or sketch plat approval and I am fully vested with authority to act on behalf of the Capstone Gateway 1, LLC [corporate entity] in submitting this application. In making this representation, I acknowledge that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state, shall upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

Name of Corporate Entity: Capstone Gateway 1, LLC

Name of Officer(s), Director(s) and/or Stockholder(s)

Jonathan Collins	Manager
Dr Jeff Payne	Member

I. CORPORATE/COMPANY DISCLOSURE: ADD ADDITIONAL SHEETS IF APPLICABLE

If either the applicant or owner are corporations or limited liability companies, provide the names of the corporate stockholders with 10% ownership or greater and officers and directors unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient. Also, identify any parties having a direct financial interest in the zoning application other than the owner and applicant (e.g. developer or anticipated commercial occupant). If such additional parties having a direct financial interest are corporations or companies, then provide the names of officers, directors, company members, stockholders with 10% ownership or greater, unless the corporation has stock that is traded on a national stock exchange in which case the corporate name shall be sufficient.

In the event that public disclosure of the developer or commercial occupant may cause such developer or occupant to withdraw from pursuing a project due to competition, trade secret, or proprietary business concerns, and if the proposed development advances a bona fide economic development purpose, then an affidavit affirmatively declaring such shall be tendered with the application and in that event only the owner and or authorized applicant shall be identified. The affidavit contemplated in this paragraph shall only be valid for its intended purpose if it is also signed by a duly authorized representative of the Forsyth County Development Authority, Cumming/Forsyth County Chamber of Commerce, or the Forsyth County Manager, with such signature certifying that the pertinent individual is aware of the proposed development and confirms that the proposed development advances a bona fide economic development purpose. For purposes of this paragraph, a bona fide economic development purpose means a development that would be eligible for an inducement under section 22-260 of the Forsyth County Economic Development Ordinance.

If there is more than one corporate entity, additional disclosures can be found on the website at .

I am a duly authorized officer/member of the Capstone Gateway 2 LLC [corporate entity]. The Capstone Gateway 2 LLC [corporate entity] is the applicant or owner of the property seeking rezoning, conditional use and/or sketch plat approval and I am fully vested with authority to act on behalf of the Capstone Gateway 2 LLC [corporate entity] in submitting this application. In making this representation, I acknowledge that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state, shall upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

Name of Corporate Entity: Capstone Gateway 2, LLC

Name of Officer(s), Director(s) and/or Stockholder(s)

Jonathan Collins	Manager
Dr Jeff Payne	Member

J. APPLICANT CERTIFICATION: PLEASE READ AND INITIAL THE FOLLOWING 9 STATEMENTS

- Cap 1) I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on the Planning Commission and/or Board of Commissioners agenda for a public hearing.
- S 2) I understand that my request will be rejected if all the necessary information and/or requirements are not presented.
- S 3) I understand that I have an obligation to present all necessary information required by the Unified Development Code to enable the Planning Commission and/or Board of Commissioners to make an informed determination on my request. I will seek advice of Planning Staff or an attorney if I am not familiar with the zoning and land use requirements.
- S 4) I understand that my request will be acted upon at the Planning Commission and/or Board of Commissioners public hearing and that I am required to be present or to be represented by the authorized representative as indicated on this application, so that someone is available to present all facts and answer questions. I understand that failure to appear at a public hearing may result in the postponement or denial of my request. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Forsyth County.
- S 5) The Unified Development Code (UDC) of Forsyth County requires the landowner, applicant, or authorized representative to place an orange public participation sign(s) on the subject property during the entire Applicant Work Time. In order to insure that the correct information is included on the public participation sign(s), the Planning and Community Development Department will prepare the sign(s) and present it/them to the applicant at the Zoning Review Meeting. It is the applicant's responsibility to place the sign(s) on the subject property and to maintain the sign(s) during the entire duration of the Applicant Work Time, where the term "maintain" means that any and all meetings and/or application changes shall be updated on the sign(s), and that the sign(s) shall remain standing and readable until an application is withdrawn or the proposal is submitted for Board Consideration. A sign affidavit with a dated photo of each sign(s) placing said sign(s) against a verifiable property landmark shall be submitted to the Planning and Community Development Department within two (2) business days after the Zoning Review Meeting. Failure to submit the affidavit shall result in the public participation report being incomplete and the submittal for Board Consideration not being accepted until all posting requirements are complete.
- S 6) The Unified Development Code (UDC) of Forsyth County requires that the yellow public hearing sign(s) be placed on the subject property at least twenty-one (21), but not more than forty-five (45) days prior to the public hearing. In order to insure that the correct information is included on the public hearing sign(s) and that it/they is/are posted within the specified time frame, the Planning and Community Development Department will prepare the sign(s) and post it/them on the subject property by replacing the already posted orange public participation sign(s) with the yellow public hearing sign(s). Once the yellow public hearing sign(s) is/are posted, it is the applicant's responsibility to maintain the sign(s) until an application is withdrawn or a decision is rendered by the Board of Commissioners. The term "maintain" means that the sign(s) shall remain standing, be readable, and be updated regarding any changes in the date of the public hearing. The applicant shall be responsible for removal of all public notice signs (s) is/are removed.
- S 7) The Forsyth County Tree Preservation and Replacement Ordinance requires that all zoning applications submitted to the Department of Planning and Community Development include the following sworn statement: *"I hereby swear, under oath, that the property shown on attached plats and site plan has not been clear cut within three years prior to the zoning application date and that the property will not be clear cut prior to a decision by the Board of Commissioners on the zoning. I hereby understand that any property that has been clear cut within three years prior to the date of this application, shall not be eligible for rezoning for a period of three years from the date said property was clear cut. Clear cut is defined as a timber harvest performed in one cutting operation with any remaining trees having no merchantable value or forestry management purpose."*
- S 8) In the event this zoning application is approved, please be aware that such approval shall not be deemed, and is not, a commitment or guarantee by Forsyth County as to the availability of sewer capacity and/or county water; nor shall this approval be construed as a commitment by Forsyth County to assist the developer with sewer easement acquisition. The developer shall be required to independently secure all necessary sewer easements. All sewer capacity agreements must be approved by the Forsyth County Board of Commissioners.
- S 9) Please list the name(s) and dollar amount of any campaign contribution or gift (for gifts greater than \$100) made to any Forsyth County elected official during the two years immediately preceding the filing of this application. If the applicant is a business, then such disclosure shall pertain to contributions made on behalf of the business as well as on behalf of the individual representing the business for purposes of this application submittal.

Please indicate the name of the elected official, date of gift, and dollar amount of any gift or contribution:

None

J. APPLICANT CERTIFICATION - CONTINUED

8 10) As the property owner or duly authorized agent of the property owner, I hereby certify that as of the date signed below [check one]:

- ☒ I have not requested and have no present intention of requesting any form of economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority; or
- ☐ I have requested or have a present intention to request economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority.

The undersigned has personally appeared before me, a Notary Public, and states upon oath and by initialling, that he/she has read, understands, and agrees to comply with each of the above nine (10) applicant certifications.

Printed Name of Applicant: Jonathan Collins - President Date: 12-5-19
Capstone Property Group, LLC

Signature of Applicant: [Signature] Date: _____

Signature of Notary: [Signature] Date: 12/5/19



K. SIGN ORDINANCE ACKNOWLEDGEMENT

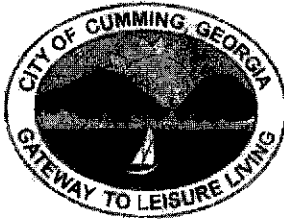
By signing below, applicant acknowledges and affirms that prior to submission of this application, applicant has read and reviewed the County regulations applying to such application, including the Forsyth County Sign Ordinance, and agrees to comply with the provisions of the Code.

Name: Jonathan Collins - Capstone Property Group, LLC

Signature of Applicant: [Signature] Date: 12-5-19

L. APPLICANT WITHDRAWAL (ONLY SIGN IF OFFICIALLY WITHDRAWING APPLICATION REQUEST)

Signature of Applicant: _____ Date: _____



CITY OF CUMMING
(CHARTERED 1845)
DEPARTMENT OF UTILITIES



MAYOR
Troy Brumbalow

COUNCIL MEMBERS

Chad Crane
Jason Evans
Lewis Ledbetter
Linda Ledbetter
Christopher Light

CITY
ADMINISTRATOR
Phil Higgins

CITY ATTORNEY
Dana B. Miles

CITY CLERK
Jeffery Honea

DIRECTOR OF
UTILITIES
Jonathon W. Heard

December 3, 2019

Jeremy A. McElroy
Day Design Group, Inc.
PO Box 848
Buford, Georgia 30515

RE: Water & Sewer Service – Trammel Road MOB

To whom it may concern:

Please be advised that the **land parcel 174-626**, representing the property located at **1725 Trammel Road in Forsyth County, Georgia**, is located within the City of Cumming's water and sewer service area. The referenced land parcel currently has access to the City's water and sewer systems.

If you have any questions or comments concerning the contents of this letter, please contact my office at (770) 781-2020.

Sincerely,

Webb Hansard

Webb Hansard
City of Cumming
Department of Utilities
Engineering and Stormwater Division



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GEORGIA SECRETARY OF STATE
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BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	CAPSTONE PROPERTY GROUP, LLC	Control Number:	17096639
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	P.O. BOX 723, GAINESVILLE, GA, 30503, USA	Date of Formation / Registration Date:	9/6/2017
State of Formation:	Georgia	Last Annual Registration Year:	2019

REGISTERED AGENT INFORMATION

Registered Agent
Name: **JONATHAN COLLINS**

Physical Address: **1485 Jesse Jewell Parkway, Gainesville, GA, 30501, USA**

County: **Hall**

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BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Capstone Gateway 1, LLC	Control Number:	19047357
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Real Estate and Rental and Leasing	NAICS Sub Code:	Other Activities Related to Real Estate
Principal Office Address:	1485 Jesse Jewell Parkway, Suite 100, Gainesville, GA, 30501, USA	Date of Formation / Registration Date:	4/8/2019
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Mark Burns**

Physical Address: **303 Jesse Jewell Parkway, Suite 300, Gainesville, GA, 30501, USA**

County: **Hall**

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BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Capstone Gateway 2, LLC	Control Number:	19046913
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Real Estate and Rental and Leasing	NAICS Sub Code:	Other Activities Related to Real Estate
Principal Office Address:	1485 Jesse Jewell Parkway, Suite 100, Gainesville, GA, 30501, USA	Date of Formation / Registration Date:	4/8/2019
State of Formation:	Georgia	Last Annual Registration Year:	NONE

REGISTERED AGENT INFORMATION

Registered Agent Name: **Mark Burns**

Physical Address: **303 Jesse Jewell Parkway, Suite 300, Gainesville, GA, 30501, USA**

County: **Hall**

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JAMES M. WALTERS

Attorney at Law

Telephone:
(770) 536-3264
Fax (770) 536-3265

Suite 103
311 Green St. NW
Gainesville, GA 30501

December 5, 2019

Re: Capstone Property Group, LLC Trammel Rd.
MOB

Dear Neighbors:

In an effort to foster community accord, Capstone Property Group, LLC (the "Applicant") would like to inform interested property owners that a sketch plat application has been filed with the Forsyth County Department of Planning and Community Development.

The Applicant is seeking a sketch plat app location to facilitate the development of a new 36,000 square foot 2 story medical office building on approximately 5.187 acres located on Forsyth County Tax Parcel 174626, commonly known as 1721 Trammel Rd., Cumming, GA 30041.

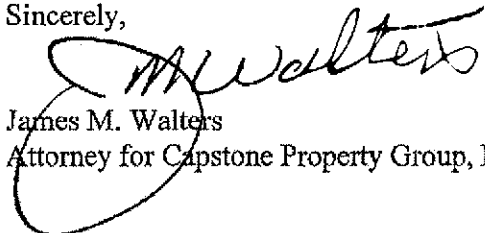
Enclosed is a copy of the proposed site plan depicting the subject property.

A public participation meeting will be held on _____.

This meeting is not the public hearing. Its purpose is to provide neighbors and interested parties the opportunity to meet with the Applicant, ask questions and voice concerns regarding this application.

The Applicant is committed in its effort to keep the public informed during this process and we encourage interested parties to contact us with questions or concerns.

Sincerely,



James M. Walters
Attorney for Capstone Property Group, LLC

2019 Property Tax Statement

Matthew C. Ledbetter
Forsyth County Tax Commissioner
1092 Tribble Gap Rd
Cumming, GA 30040-2236
tax@forsythco.com

Phone: (770) 781-2110, Fax: (678) 455-1207

CUMMING TRAMMEL LLC
550 S MAIN ST
STE 300
GREENVILLE, SC 29601-2541

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2019-218986	11/15/2019	\$0.00	\$21241.59	\$0.00	Paid 09/04/2019

Map: 174 626
Location: 1721 TRAMMEL RD

Printed: 12/02/2019

INTEREST, PENALTIES, AND OTHER FEES WILL APPLY AFTER DUE DATE.

If taxes are paid by your mortgage company, send them the top portion only.

RETURN THIS PORTION WITH PAYMENT
(Interest will be added per month if not paid by due date)

Matthew C. Ledbetter
Forsyth County Tax Commissioner
1092 Tribble Gap Rd
Cumming, GA 30040-2236
tax@forsythco.com

Phone: (770) 781-2110, Fax: (678) 455-1207



Tax Payer: CUMMING TRAMMEL LLC
Map Code: 174 626 Real
Description: 2-1 428-429 TR 1
Location: 1721 TRAMMEL RD
Bill No: 2019-218986
District: 001

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions
0.00	1,920,300.00	5.1900	\$1,920,300.00	11/15/2019			

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY BOND	\$1,920,300.00	\$768,120.00	\$0.00	\$768,120.00	0.970000	\$745.08	\$0.00	\$745.08
COUNTY M&O	\$1,920,300.00	\$768,120.00	\$0.00	\$768,120.00	7.472000	\$5,739.39	\$0.00	\$5,739.39
FIRE DISTRICT	\$1,920,300.00	\$768,120.00	\$0.00	\$768,120.00	2.175000	\$1,670.66	\$0.00	\$1,670.66
SALES TAX CREDIT	\$1,920,300.00	\$768,120.00	\$0.00	\$768,120.00	-2.681000	\$0.00	-\$2,059.33	-\$2,059.33
SCHOOL BOND	\$1,920,300.00	\$768,120.00	\$0.00	\$768,120.00	2.418000	\$1,857.31	\$0.00	\$1,857.31
SCHOOL M&O	\$1,920,300.00	\$768,120.00	\$0.00	\$768,120.00	17.300000	\$13,288.48	\$0.00	\$13,288.48
STATE TAX	\$1,920,300.00	\$768,120.00	\$0.00	\$768,120.00	0.000000	\$0.00	\$0.00	\$0.00
TOTALS					27.654000	\$23,300.92	-\$2,059.33	\$21,241.59

If receipt is desired, please send a self-addressed, stamped envelope.

*** If taxes are past due, please call us at 770-781-2110 for current amount as interest and other fees continue to accrue.

Current Due	\$21,241.59
Discount	\$0.00
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$21,241.59
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	09/04/2019

JAMES M. WALTERS
ATTORNEY AT LAW
Suite 103
311 Green St. N.W.
Gainesville, GA 30501
(770) 536-3264

CERTIFICATE OF TITLE

For Exclusive Use OF: **CAPSTONE GATEWAY 1, LLC & CAPSTONE GATEWAY 2, LLC**

I hereby certify that I have personally examined the public records of Forsyth County, Georgia, for 50 years, and that according to said records, as officially and correctly indexed, it is the opinion of the undersigned attorney that the marketable fee simple title to said below described real estate is, as of the date of this report, vested in

CAPSTONE GATEWAY 1, LLC & CAPSTONE GATEWAY 2, LLC per Warranty Deed recorded in Deed Book 9019 pages 109-111, Forsyth County GA Deed Records

as they relate to all that tract or parcel of land, together with improvements, lying and being in

SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

PRELIMINARY REPORT

Subject only to the liens, encumbrances and other objections noted below:

1. The lien of all taxes for the current year and the lien of taxes as may be assessed for subsequent years.
2. The exact location on boundary lines, unrecorded easements, possible encroachments and other facts or conditions which would be disclosed by an accurate survey and inspection of the property; possible liens of architects, laborers or materialmen for improvement of the property, not filed for record at the effective date hereof; and rights, if any, of persons who may be in possession under claims not appearing of record.
3. Title to that portion of caption property embraced within the bounds of roads, highways, public utilities easements and right-of-ways.
4. All zoning laws, ordinances, or regulations, municipal or county, and all governmental regulation of the use or occupancy of premises described, including the regulation or condemnation of the land or any building or structure thereon.
5. Subject to the Rules and Regulations of the Local Health Department and State Department of Health.
6. Subject to usury or claims of usury.
7. Subject to loss or damage by reason of noncompliance with "Consumer Credit Protection or Truth and Lending" law.
8. The riparian rights of abutting owners on any stream running through the premises.
9. Adverse claims of tenants in possession.
10. Street improvement liens which have not been properly placed of record.
11. Matters affecting the title which are not of record, or which, if they are of record, are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner.
12. Past due utility bills, which, while possibly not technically liens, will deter the municipal authority or utility company from transferring meters or service until the bills have been paid.
13. Pay-as-you-enter water or sewer lines, which, while not technically liens, would be payable upon connection with such lines.
14. Any claim resulting from a document containing any forgery.
15. No certification is made as to any "baby bond" liens not recorded in the office of the Clerk of Superior Court.
16. Liability under this Certificate of Title is limited to the purchase price of the property and/or the amount of the loan deed and the note secured thereby.
17. Rights or claims of parties in possession not shown by the public records.
18. Subject to Restrictions, Conditions, Boundary Line Agreements and Easements of record.
19. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
20. Easements or claims or easements not shown by the public records.
21. Taxes or special assessments which are not shown as existing liens by the public records.
22. The lien of additional real property taxes by reason of increased or amended assessments.
23. This Certificate of Title does not certify as to fixtures, furnishings, furniture, equipment, appliances and other similar items located on, attached to, or used in connection with subject property.
24. Any loss or claim of loss arising from or occasioned by the filing of

pendency of any petition under any chapter of the U.S. Bankruptcy Act or pursuant to an insolvency or debtor's relief status of the State of Georgia.

25. Liability under this Certificate of Title is limited to the entity to whom this Certificate of Title is furnished as shown above.

26. The possibility that the subject property may be subject to a Farm Use Covenant for ad valorem tax.

27. Encroachments, overlaps, boundary line disputed, or other matters which would be disclosed by an accurate survey or inspection of the premises.

SPECIAL EXEMPTIONS

1. Subject to Operation, Restriction and Easement Agreement recorded Deed Book 5718 pages 333-373, Forsyth Co GA Deed Records.

2. Subject to Amended and Restated Easement Agreement recorded in Deed Book 7021 pages 163-181, Forsyth Co GA Deed Records.

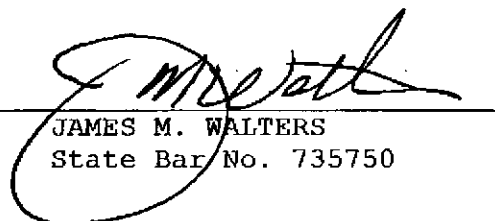
3. Subject to Declaration of Easements, Covenants and Restrictions recorded in Deed Book 6997 pages 721-732, Forsyth Co GA Deed Records.

4. Subject to Sign Panel, Designation Supplement to Operation, Restriction and Easement Agreement recorded in Deed Book 6997 pages 733-742, Forsyth Co GA Deed Records.

5. Subject to Assignment of Reciprocal Easement and Cost Sharing Agreement recorded in Deed Book 6267 pages 419-422, Forsyth Co GA Deed Records.

The undersigned certifies that the identified covenants, deed restrictions and/or easements do not prohibit the use being sought by the application.

This 27th day of November, 2019.


JAMES M. WALTERS
State Bar No. 735750




EXHIBIT "A"

Legal Description of Tract 1

All that tract or parcel of land lying and being located in Land Lots 428 & 429, 2nd district, 1st Section of Forsyth County, Georgia, containing 5.186 acres, more or less, and designated as TRACT NO. 1 on that certain Minor Plat Application for Cumming Trammel, LLC by Georgia Civil, Inc., dated September 3, 2013, drawn on January 30, 2017, last revised April 10, 2017 and recorded in Book 166, Page 73, Forsyth County, Georgia land records.

RTN
 James M. Walters
 311 Green St NW
 #103
 Gainesville, GA 30501

Prepared by:

Ryan W. Newton
 Graybill Lansche & Vinzani, LLC
 2721 Devine Street
 Columbia, SC 29205

Return to:

Capstone Gateway 1, LLC
 Capstone Gateway 2, LLC
 1485 Jesse Jewell Parkway
 Gainesville, GA 30501

Doc ID: 017196830003 Type: GLR
 Recorded: 09/05/2019 at 12:59:58 PM
 Fee Amt: \$989.00 Page 1 of 3
 Transfer Tax: \$975.00
 Forsyth County, GA
 Greg G. Allen Clerk Superior Ct
 BK 9019 PG 109-111

LIMITED WARRANTY DEED**STATE OF GEORGIA****COUNTY OF FORSYTH**

THIS INDENTURE is made the 28th day of August, 2019, between CUMMING TRAMMEL, LLC, a South Carolina limited liability company ("Grantor"), and CAPSTONE GATEWAY 1, LLC, a Georgia limited liability company, as to a fifty percent (50%) undivided co-tenant interest and CAPSTONE GATEWAY 2, LLC, a Georgia limited liability company, as to a fifty percent (50%) undivided co-tenant interest (collectively, "Grantee").

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee, its successors, legal representatives and assigns, the following described property, to-wit:

All that tract or parcel of land lying and being located in Land Lots 428 & 429, 2nd district, 1st Section of Forsyth County, Georgia, containing 5.186 acres, more or less, and designated as TRACT NO. 1 on that certain Minor Plat Application for Cumming Trammel, LLC by Georgia Civil, Inc., dated September 3, 2013, drawn on January 30, 2017, last revised April 10, 2017 and recorded in Book 166, Page 73, Forsyth County, Georgia land records.

Also conveyed and subject to all easements of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to

the only proper use, benefit and behoof of the Grantee, its successors and assigns, forever, in FEE SIMPLE.

AND THE SAID Grantor, its successors and assigns, will warrant and forever defend the right and title to the above described property, unto the Grantee, its successors and assigns, against all claims of all persons owning, holding and claiming by through or under the Grantor, but not otherwise.

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

SIGNATURE PAGE TO LIMITED WARRANTY DEED

*Signed, sealed and delivered
in the presence of:*

Ronnie Lust
Unofficial Witness

[Signature]
Notary Public

My Commission Expires:

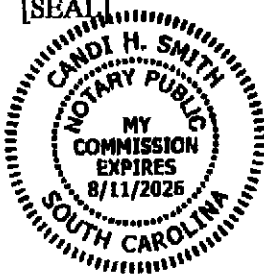
8/11/2026

GRANTOR:

CUMMING TRAMMEL, LLC,
a South Carolina limited liability company

By: [Signature]
Name: Philip J. Wilson
Title: Manager

[SEAL]



Return to:
R.E. HODGES, JR., LLC
 678.445.4926
 2230 Towne Lake Parkway
 Building 200, Suite 120
 Woodstock, GA 30189 *11-29-15*

Doc ID: 011840570041 Type: GLB
 Filed: 07/01/2010 at 01:58:30 PM
 Fee Amt: \$80.00 Page 1 of 41
 Forsyth County, GA
 Greg G. Allen Clerk Superior Ct
BK 5718 PG 333-373

(Space above this line for Recorder's Use)

OPERATION, RESTRICTION AND EASEMENT AGREEMENT

THIS OPERATION, RESTRICTION AND EASEMENT AGREEMENT ("OREA") is made this 1st day of July, 2010, by **CUMMING TRAMMEL, LLC**, a South Carolina limited liability company ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of that certain tract of land in Forsyth County, Georgia described in **Exhibit "A"** attached hereto (the "Development"); and

WHEREAS, Declarant desires to develop and cause the operation of the respective Lots within the Development in conjunction with each other as integral parts of a commercial development, but not a planned or common interest development/community, and in order to effectuate the common use and operation thereof, Declarant desires to create certain covenants, restrictions, agreements, and easements in, to, over, and across the Development and portions thereof as set forth herein.

NOW, THEREFORE, Declarant hereby creates the following easements, covenants and agreements with respect to the Development:

ARTICLE I DEFINITIONS

- 1.1 **Building.** "Building" shall mean any enclosed structure placed, constructed or located on a Lot (as hereinafter defined), which for the purpose of this OREA shall include any improvements that are affixed to and that extend outward from the enclosed structure located on a Lot (including, without limitation drive through areas, drive isles, sidewalks, trash enclosures and other ancillary improvements located immediately adjacent to the enclosed structure).

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STORM WATER 4.1
5.4 Subdivide

- (iii) Parading, picketing, or demonstrating; or
- (iv) Failing to follow regulations established by the Parties relating to the use of the Development.

- 1.8 Person.** "Person" shall mean any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or government entity.
- 1.9 Pro Rata Share** shall mean the % of cost or obligation determined by dividing the numerator (the square footage of a lot of a Party) by the denominator (the total square footage of the Development) rounded to the 3rd decimal. For purposes of calculation of the Pro Rata Share the total square footage of the Development (the denominator) is deemed to be 11.84 acres = 515,750 square feet. By example, if a Party owns a 1.0 acre lot their Pro Rata Share would be calculated as follows: 1.0 acres = 43,560 square feet. $43,560/515,750 = 0.0844595$ rounded to 0.085. The example Pro Rata Share is 8.5%
- 1.10 Utility Lines.** "Utility Lines" shall mean those facilities and systems for the transmission and/or distribution of utility services, including drainage and storage of surface water. "Common Utility Lines" shall mean those Utility Lines which are installed to provide the applicable service to more than one Lot. "Separate Utility Lines" shall mean those Utility Lines which are installed to provide the applicable service to only one Lot. The storm water drainage and retention system for the Development (the "Common Storm Water System" shall be deemed a "Common Utility Line"). For the purpose of this OREA, the portion of a Utility Line extending between a Common Utility Line and a Building shall be considered a Separate Utility Line.

ARTICLE II EASEMENTS

- 2.1 Ingress and Egress.** Declarant hereby establishes for the benefit of each Lot, in common with all other Lots, a perpetual non-exclusive easement for the passage of vehicles over and across the driveway areas and drive aisles of the Development, as the same may from time to time be constructed and maintained for such use, and for the passage and accommodation of pedestrians over and across the parking, driveways and sidewalk areas of the Development, as the same may from time to time be constructed and maintained for such use. Such easement rights shall be subject to the following reservations as well as other provisions contained in this OREA: (i) each Party further reserves the right to close off its portion of the Open Area for such reasonable period of time as may be legally necessary, in the opinion of such Party's counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of said Open Area, as herein provided, such Party shall give written notice to each other Party of its intention to do so, and shall attempt to coordinate such closing with each other Party so that no unreasonable

Attachment 20 OREA CLEAN FINAL with Exhibits- 6-15-10 (2).doc 3

interference in the passage of pedestrians or vehicles shall occur, and (ii) each Party reserves the right at any time and from time to time to exclude and restrain any Person who is not a Permittee from using the Open Area on its Lot.

- 2.2 Utilities.** Declarant hereby establishes non-exclusive perpetual easements in, to, over, under, along and across portions of the Open Area having a width of five feet (5') on either side of each subdivided side and rear property line of each Lot for the installation, operation, flow, passage, use, maintenance, connection, repair, and replacement of underground Utility Lines including but not limited to, sanitary sewers; storm water lines, drains and retention areas; water (fire and domestic); gas; electrical; telephone; and communication lines.

Any Party desiring to construct a Utility Line across another Party's Lot (the "Burdened Lot") in a location other than as provided in the previous paragraph shall provide the Party owning the Burdened Lot a survey of the location of the proposed easement and plans and specifications with regard to the improvements to be constructed on the Burdened Lot, all of which shall be subject to the written approval of the Party owning the Burdened Lot, which approval shall not be unreasonably withheld or delayed (provided that such approval shall not be required to be given if the proposed easement extends more than ten (10) feet into the Burdened Lot). Except as otherwise agreed in writing, any Party installing such Utility Lines pursuant to the provisions of this paragraph shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed as quickly as possible and in a manner so as to minimize interference with the use of the Open Area. Any Party benefitting from any Separate Utility Line agrees to defend, protect, indemnify and hold harmless the owner of the Burdened Lot from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys fees and cost of suit, arising out of or resulting from the exercise of the right to install, maintain and operate the Separate Utility Line.

- 2.3 Signage.** Declarant hereby reserves for itself, its successors and assigns, and their respective agents, successors, assigns, and designees, a perpetual non-exclusive easement over each Lot extending a distance of fifteen (15) feet in width and running parallel to the public rights-of-way located within or adjacent to any Lot for the purpose of erecting, repairing, replacing and maintaining directional, informational, street, pylon, monument and/or any other signs which, in the sole opinion of the Declarant, are for the general benefit of the Development or any particular Lot as solely determined by Declarant from time to time; provided, however, the foregoing reservation of easement rights shall not be applicable to the Bank Lot.

ARTICLE III CONSTRUCTION

3.1 General Requirements.

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- (A) All construction activities performed within the Development shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal government, or any department or agency thereof. All such construction shall utilize new materials, and shall be performed in a good, safe, workman-like manner.
- (B) Construction activities within the Development shall not with respect to any Party's Lot:
 - (i) cause any unreasonable increase in the cost of constructing improvements;
 - (ii) unreasonably interfere with any construction work being performed;
 - (iii) unreasonably interfere with the use, occupancy or enjoyment of such Lot;
 - (iv) cause any Building located on any other Lot to be in violation of any law, rule, regulation, order or ordinance authorized by any city, county, state, federal government, or any department or agency thereof.
- (C) Each constructing Party agrees to defend, protect, indemnify and hold harmless the other Parties from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys fees and cost of suit, arising out of or resulting from any construction activities performed or authorized by such indemnifying Party; provided however, that the foregoing shall not be applicable to either events or circumstances caused by the negligence or willful act or omission of such indemnified Party, its licensees, concessionaires, agents, servants, employees, or anyone claiming by, through, or under any of them.
- (D) In connection with any construction, reconstruction, repair or maintenance on a Lot, the constructing Party may create a temporary staging and/or storage area in the Open Area on its Lot at such location as will not unreasonably interfere with access between such Lot and other Lots. If substantial work is to be performed, the constructing Party shall fence off the staging and storage area. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Party's Lot, and all laborers, suppliers, contractors and others connected with such construction activities shall use only the access points located upon the constructing Party's Lot. Upon completion of such work, the constructing Party shall restore the affected Open Area to a condition equal to or better than that existing prior to commencement

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of such work.

- 3.2 Open Area.** No fence or other barrier which would prevent or unreasonably obstruct the passage of pedestrian or vehicular travel shall be erected or permitted within or across the Open Area. Contemporaneously with the construction of a Building upon its Lot, the constructing Party shall cause the construction of the Open Area on its Lot to be continuously and diligently prosecuted to completion. Such work shall be done in a good and workmanlike manner and in accordance with good engineering standards; provided, however, that the following minimum general design criteria are met:
- (A) All sidewalks and dedicated pedestrian aisles shall be concrete or other similar materials.
 - (B) All Utility Lines shall be underground except:
 - (i) ground mounted electrical transformers;
 - (ii) as may be necessary during periods of construction, reconstruction, repair, or temporary service;
 - (iii) as may be required by governmental agencies having jurisdiction;
 - (iv) as may be required by the provider of such service; and
 - (v) fire hydrants.
 - (C) The parking areas on each Lot shall contain sufficient ground level parking spaces in order to comply separately with the applicable zoning requirements.
- 3.3 Building Improvements in the Development.** While it is acknowledged and agreed that no Party shall have an obligation to commence construction of any Building on its Lot pursuant to this OREA, the Parties hereby agree once construction has been commenced, such Building shall be completed in a diligent and good and workmanlike manner in accordance with all applicable zoning and building ordinances.
- 3.4 Site Plan Approval – Approval Process:** Each Party shall obtain site plan approval from the Declarant prior to the undertaking of any site improvements, including clearing, grading, construction and installation of signs, paving, structure, landscaping and building additions or alterations at the Development. Plans and specifications must be submitted to the Declarant for approval as provided for herein. Upon completion of any Building or related improvements at a Lot, each Lot owner shall submit to Declarant a certificate of completion or certificate of occupancy or such other similar certificate from the local building review authority that the Building and related improvements have been completed and are approved for occupancy.

Document: 20 OREA CLEAN FINAL with Exhibits- 6-13-10 (2).doc 6

The owner of each Lot shall submit two sets of drawings no larger than 30" x 42" to the Declarant for its review and approval. Declarant shall return either an approval or a denial of approval with specific recommendations for revision to obtain approval to the submitting Lot owner within 30 days after submission to the Declarant; if no response is received within said 30 day period, the proposed drawings shall be deemed approved. Each Lot owner shall include the following elements in the plans for each Lot submitted to the Declarant for review:

1. Site Plan of the Lot showing completed improvements (including, without limitation, the Building);
2. Plans and specifications for Building design;
3. Plans and specifications for Landscape design;
4. Plans and specifications for connection to storm water management system;
5. Plans and specifications for Lot signage;
6. Plans and specifications for Lot lighting;
7. Plans and specifications for Lot grading (not to exceed two (2) foot maximum contour intervals unless otherwise approved in writing by the Declarant).

Building and Parking Setbacks: Each Party shall comply with all setbacks for buildings, driveways and parking areas and shall ensure the same conform to the standards set in the codes and zoning requirements of Forsyth County.

Site Signage: Declarant shall review and approve all signage for each Lot as provided for herein. A Lot owner's plans and specifications for signs may be submitted and reviewed simultaneously or separately from the above elements. Signs will be evaluated for their size and conformance to the standards detailed in Article 3.7 of the OREA.

Lighting: A lighting plan shall be prepared and submitted to the Declarant for review and approval specifying location and types of all exterior fixtures and reviewed for conformance to the standards detailed in Article 3.8 of the OREA

- 3.5 Exterior Requirements – Approval Process:** The standards that follow establish aesthetic and functional criteria for construction of all building improvements (including, without limitation, the Buildings) within the Development. All Building Elevations and exterior materials shall be submitted to Declarant for the written approval of Declarant prior to the commencement of construction, renovation, replacement or reconstruction of any improvements located at the Development.

Two sets of drawings no larger than 30" x 42" shall be submitted for review. Approval and/or comments will be returned to the applicable Lot owner within 30 days of submission. The following elements shall be included in the plans:

1. Elevations

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2. Building Materials
3. Rooflines
4. Building location, overall dimensions, and height

A. Building Appearance:

- (i) All Buildings on a single site shall be designed and built using architectural styles and exterior finishes outlined in these guidelines to ensure the quality of the entire Development.
- (ii) All Buildings shall be faced with materials which exhibit a durable, permanent quality appearance. Materials should be of a low maintenance type, retaining a consistently clean appearance.
- (iii) All colors, materials and finishes are to be coordinated on all exterior elevations of the Building to achieve total continuity of design. Buildings cannot have a special treatment only on the front façade – an architectural façade concept must be consistent around the front and side building elevations. Rear facades may utilize a different finish (chosen from the list contained herein); however the rear façade may not be visible for the Hwy. 20 right-of-way. All architectural Building improvements shall include exterior finishes that have a minimum amount of stacked, cultured or natural stone equal to ten percent (10%) of the front and side Building elevations. Building materials will be predominantly brick, stucco, stone, or glass. Split faced concrete block may be used in the exterior elevations. Vinyl and flat faced masonry blocks will not be used as exterior elements. Building entrances will be recessed or designed with an awning or architectural feature. If flat roofs are used, parapet walls will be used along the entire building perimeter. Special conditions or exceptions will be considered and may be approved by the Declarant in its sole and absolute discretion.
- (iv) All exterior finishes and color schemes must be submitted to the Declarant for approval and shall include samples of applicable finishes. The Declarant reserves the right to reject any color schedule if the selections are not to its satisfaction.
- (v) No Building shall be constructed which exceeds thirty-two feet (32') in height from the finished floor elevation to the top of the highest point on the Building roof without the prior written consent of the Declarant. Furthermore, all Buildings shall be oriented in such a way as to present the minimum profile (lesser width) toward Hwy. 20.

B. Building Appurtenances: All appurtenances projecting above the roof of any Building, such as exhaust fans, heating and air conditioning units, plumbing vents, satellite dishes (where permitted) and air conditioning stacks, shall be screened with a parapet or other permanent, opaque screening

consistent in texture and color with the exterior materials of the Building.

C. Interpretation and Variance:

1. Declarant's interest in reviewing the above items is to assure that a high quality compatible Development is consistently achieved. When questions of judgment or interpretations arise the decision of the Declarant shall be final and binding on each Party.
2. In order to meet special situations that may not be foreseen, it may be desirable for the Declarant to allow variances of certain requirements from time to time. Any such variances granted shall not be considered as precedent-setting, because the decision is being made with the welfare of the overall development in mind.

D. Enforcement:

1. Enforcement of the provisions of this Declaration shall be by any Lot owner and/or the Declarant. If a violation occurs the Declarant (or any Lot owner as noted above) shall be entitled to correct such violation on behalf of the defaulting Party after such Party's receipt of notice and a thirty (30) day obligation to remedy such default (except in cases of emergency in which event no notice shall be required). After expiration of all notice and cure periods, all expenses incurred in correcting the violation shall be immediately due and payable by the defaulting Lot owner, and shall be paid within thirty days after receipt of written evidence confirming such expenses have been incurred by a party entitled to enforce the provisions of this Declaration. Notwithstanding the foregoing, any party entitled to enforce this Declaration shall have any and other available rights at law or in equity.
2. Any sums remaining unpaid after the due date for payment provided for herein shall incur interest calculated at two percent in excess of the prime rate established from time to time by J.P. Morgan Chase Bank (or its successors and assigns) and, may be secured by a lien filed in the official records of Forsyth County, Georgia on the parcel of the Lot owner in default and may be perfected in accordance with the laws of the State of Georgia.

- 3.6 Liens.** In the event any mechanic's lien is filed against the Lot of one Party as a result of services performed or materials furnished for the use of another Party, the Party permitting or causing such lien to be so filed agrees to cause such lien to be discharged within thirty (30) days after receipt of written notice of the filing of such lien. Upon request of the Party whose Lot is subject to such lien, the Party permitting or causing such lien to be filed agrees to promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Nothing herein shall

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prevent the Party permitting or causing such lien from contesting the validity thereof in any manner such Party chooses so long as such contest is pursued with reasonable diligence. In the event such contest is determined adversely such Party shall promptly pay in full the required amount, together with any interest, penalties, costs, or other charges necessary to release such lien. Any party may appeal such determination provided that such party pays the above noted amounts within seven days after the initial adverse determination of the contest. The Party permitting or causing the lien agrees to defend, protect, indemnify and hold harmless the other Party and its Lot from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable attorneys fees and cost of suit, arising out of or resulting from such lien.

- 3.7 Signage Criteria.** All signage within the Development shall comply with applicable signage ordinances, the following requirements and the signage criteria attached hereto as **Exhibit "B"**. There shall be no pylon signs within the Development unless otherwise approved by the Declarant. The monument sign for the Development, which shows the approved signage location for the Bank Lot, as shown on **Exhibit "F"** has been approved by the Declarant ("Monument Sign"). Declarant shall construct same in conjunction with the construction of the access improvements for the Development.
- (A) All Monument signage shall be subject to the prior written approval of Declarant.
 - (B) Any monument Signage shall be controlled by this Signage Criteria.
 - (C) All signage must conform to all applicable codes and/or ordinances having jurisdiction over the Development.
 - (D) Each Occupant is solely responsible for any permits and/or fees required associated with its signage.
 - (E) All electrical signage must carry an Underwriter's Laboratory label, and be manufactured by an authorized agent as such.
 - (F) Each monument sign shall be in conformance with **Exhibit "B"**. Letters shall not exceed 24" in height. Letters for fascia signage shall not exceed 30" in height. Monument sign bases shall be constructed of brick and/or other masonry materials to be compatible in appearance and design with the exterior materials approved and used in the construction of the Lot owner's Building.
 - (G) SEE ATTACHED **EXHIBIT "B"** for general sign layout. No part of lettering or insignia shall be less than 7'-0" above the ground.
 - (H) Notwithstanding anything contained in this OREA to the contrary, the

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Declarant shall have the sole right to approve any signage to be located within the Development that does not comply with the provisions of this OREA. Any such approval by the Declarant may be in writing and the Declarant may file a notice of approval of any particular sign in the official records of Forsyth County, Georgia at which time said sign shall be deemed to be in compliance with the provisions of this OREA.

- (i) In addition to the Monument Sign, should a shared tenant sign or signs be installed within the project by Declarant or by an Occupant then those Occupants that are permitted to place signage on the shared tenant sign shall be responsible for their prorata share of design, permitting, construction and utility costs, etc. associated with the shared tenant sign. The applicable prorata share of costs shall be determined by the calculating the square foot of signage to be installed by the Occupant as the numerator divided by the total square footage of signage available on the shared tenant sign as the denominator. These costs shall be due and payable to Declarant or the Occupant who installs the shared tenant sign within ten (10) days of written demand thereof supported by an invoice and documentation of the costs described above. In addition, any Occupant permitted to install signage on the shared tenant sign shall be directly responsible for the cost of the design, construction and installation of their specific sign copy or sign faces installed on the shared tenant sign. Any such shared tenant signage shall be subject to the prior written approval of Declarant as indicated in Article 3.7 (A) above. The cost sharing arrangement noted above also shall apply to the Monument Sign.

- 3.8 Parking Lot lighting Criteria.** All lighting must be installed and maintained in accordance with the basic guidelines of Cumming Trammel, LLC Site Lighting Plan dated May 7th, 2010 prepared by RUUD Lighting, Inc. attached hereto as Exhibit "C". Each Occupant's lighting plans shall be submitted to Declarant for the approval of Declarant prior to the commencement of construction or any improvements that will in any way alter any lighting. In addition, all lighting must meet the following specifications and criteria:

Per the Site Lighting Plan dated May 7th, 2010 prepared by RUUD Lighting, Inc.
Pole Height: 25 feet -
Base Height: 3 feet -

- 3.9 Landscaping Criteria.** All landscaping must be installed in accordance with the criteria set forth on Cumming Trammel, LLC Landscaping Plan titled Landscape Compliance Plan dated May 4th, 2010 prepared by CEI Landscape Architects, attached hereto as Exhibit "D". The interior landscaping will be consistent with the perimeter landscaping installed by Declarant. Each Occupant's landscaping plans shall be submitted to Declarant for the written approval of Declarant prior to the commencement of construction or any improvements that will in any way alter any landscaping. In addition, each Occupant's interior landscaping of their Premises shall be provided at the Occupants' sole cost and expense, including One Hundred Percent (100%)

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irrigation coverage. All landscape beds along the perimeter and interior shall include and be maintained with a natural pine straw bed. All grassed areas shall be grassed in with Bermuda sod. It is the intent of Declarant that all perimeter and interior landscaping shall be consistent with and conform to local code.

ARTICLE IV MAINTENANCE AND REPAIR

4.1 Utility Lines and Common Storm Water System.

- (A) All Separate Utility Lines shall be maintained and repaired, or caused to be maintained and repaired, in a good state of repair and safe condition by the Lot owner benefitting for such Separate Utility Line. Any Party performing or causing to be performed maintenance or repair work hereunder agrees to promptly pay all costs and expenses associated therewith; to diligently complete such work as quickly as possible; and to promptly clean the area and restore the affected portion of the Open Area to a condition equal to or better than the condition which existed prior to the commencement of such work. Except in the case of an emergency, any owner or occupant of a Lot benefitting from a Separate Utility Line shall provide 7 days written notice to the owner of the Lot burdened by the utility line(s) prior to the undertaking of repair or maintenance work on said utility line.
- (B) Except to the extent that the Common Storm Water System is expressly maintained differently under the terms of Section 4.1(C), below, Common Utility Lines on a Lot shall be maintained, repaired and/or replaced by the Party owning such Lot. The actual cost of such repair or replacement shall be shared by each Lot owner pro rata based on the relative size of each Lot (based on acreage). The Party making such repair or replacement shall invoice the other Parties for such Parties' share of such costs, and the invoiced Parties shall tender payment thereof within thirty (30) days of the receipt of the invoice. Any sums remaining unpaid after the due date for payment provided for herein shall incur interest calculated at two percent in excess of the prime rate established from time to time by J.P. Morgan Chase Bank (or its successors and assigns) and, may be secured by a lien filed in the official records of Forsyth County, Georgia on the parcel of the Lot owner in default and may be perfected in accordance with the laws of the State of Georgia.
- (C) The Common Storm Water System shall be maintained, repaired and/or replaced by the Party or Parties owning the Lot(s) in or under which lies the part(s) or portion(s) of the Storm Water System that require maintenance, repair and/or replacement. The actual cost of such repair or replacement shall be shared by each Lot owner pro rata based on the relative size of each Lot (based on acreage). The Party making such repair or replacement shall invoice the other Parties for such Parties' share of such costs, and the invoiced Parties shall tender payment thereof

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within thirty (30) days of the receipt of the invoice. Any sums remaining unpaid after the due date for payment provided for herein shall incur interest calculated at two percent in excess of the prime rate established from time to time by J.P. Morgan Chase Bank (or its successors and assigns) and, may be secured by a lien filed in the official records of Forsyth County, Georgia on the parcel of the Lot owner in default and may be perfected in accordance with the laws of the State of Georgia.

- (D) Notwithstanding the foregoing, at Declarant's election, as long as Declarant owns a Lot, Declarant may designate a Party to maintain the Common Storm Water System (the "Responsible Party"). Such designation shall be accomplished by an instrument signed by Declarant and the Responsible Party and recorded with the Forsyth County Register. In such event the Responsible Party (and its agents and contractors) shall have the permanent right of ingress and egress over and across each Lot for the purpose of maintaining, repairing and replacing the Common Storm Water System in accordance with all applicable regulations. Except in emergency situations, the Responsible Party shall use its reasonable efforts to undertake these activities in a manner which minimizes the disruption of business on the respective Lots.
- (E) The Responsible Party shall submit to each Party an invoice for its pro rata costs related to the Common Storm Water System in accordance with the procedures described above. However, in lieu of routine maintenance and repair charges, the Responsible Party may elect by notice to all of the Parties to collect \$500.00 per year from each Party for the purpose of satisfying routine maintenance and repair costs. If the above-referenced maintenance costs are invoiced annually at the \$500.00 lump sum it is agreed that the invoiced amount shall increase by ten percent (10%) at each 5 year anniversary of the date of this OREA. All extraordinary repairs or replacements shall be invoiced pro rata to the Parties. The Responsible Party shall be entitled to add a 15% administrative fee to all invoices submitted under this Section.
- (F) Notwithstanding the other provisions of this Section 4.1 to the contrary, in the event that damage ever occurs to any Separate Utility Line, the Common Storm Water System or any Common Utility Line as a result of the negligence or intentional misconduct of any Party (the "Negligent Party"), then such Negligent Party shall promptly repair or replace any such damage at such Negligent Party's sole cost and expense and with the written approval of each Lot owner where such repairs and/or replacements occur. In the event that a Negligent Party fails to promptly repair or replace any such damage, then the Lot owner(s) where such damage occurred may make such repairs and/or replacements and invoice the Negligent Party for such costs, and the Negligent Party shall tender payment thereof within thirty (30) days of the receipt of the invoice. Any sums remaining unpaid after the due date for payment provided for herein shall incur interest calculated at two percent in excess of the prime

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rate established from time to time by J.P. Morgan Chase Bank (or its successors and assigns) and, may be secured by a lien filed in the official records of Forsyth County, Georgia on the parcel of the Lot owner in default and may be perfected in accordance with the laws of the State of Georgia.

4.2 Open Area. Each Party, at its expense, shall maintain, or cause to be maintained, its Open Area in a slightly, safe condition and good state of repair. The unimproved Open Area shall be mowed and kept litter-free. The minimum standard of maintenance for such Improved Open Area shall be comparable to the standard of maintenance followed in other first class retail developments of comparable size. Notwithstanding the foregoing, however, the Open Area shall be operated and maintained in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, and the provisions of this OREA. All such Open Area improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced. The aforementioned maintenance and repair obligation shall include but not be limited to the following:

- (i) Drive and Parking Areas. Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resealing and resurfacing. The Parties shall maintain the access roads and drives in a uniform manner consistent with first class shopping centers in the Atlanta metropolitan area and will use commercially reasonable efforts to coordinate with each other to commission a single contractor for resurfacing, maintenance and/or repairs of such areas.
- (ii) Debris and Refuse. Periodic removal of all papers, debris, filth, refuse, ice and snow, including sweeping to the extent necessary to keep the Open Area in a first-class, reasonably clean and orderly condition. All refuse shall be removed regularly by a commercial refuse company.
- (iii) Non-Occupant Signs and Markers. Maintaining, cleaning and replacing any appropriate directional, stop or handicapped parking signs or markers; restripe parking lots and drive lanes as necessary to maintain parking space designation and traffic direction; and keep clearly marked fire lanes, loading zones, no parking areas and pedestrian cross-walks.
- (iv) Lighting. Maintaining, cleaning and replacing Open Area lighting facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers.
- (v) Landscaping. Maintaining and replacing of all landscape plantings, trees and shrubs in an attractive and thriving condition, trimmed

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and weed free and maintaining and replacing landscape planters, including those adjacent to exterior walls of Buildings. Maintaining and replacing of all irrigation lines, valves and heads to have 100% coverage of landscape areas and keep all plant and grass material adequately watered.

- (vi) Obstructions. Keeping the Open Area free from any obstructions including those caused by the sale or display of merchandise, unless such obstruction is permitted under the provisions of this OREA.
- (vii) Sidewalks. Maintaining, cleaning and replacing of all sidewalks, including those adjacent and contiguous to Buildings located within said Tracts.

Notwithstanding anything to the contrary contained in this OREA, each Party shall have the obligation to operate, maintain, and repair, in a clean, sightly and safe condition, the following items located on its Lot: any exterior shipping/receiving dock area; any truck ramp or truck parking area; any recycling center or similarly designated area for the collection of items intended for recycling; and any refuse, compactor or dumpster area.

4.3 Building Improvements.

- (A) After completion of construction, the Party owning the Improved Lot shall maintain and keep the exterior portion of the Building (to include exterior finish requirements previously stated herein) located on its Lot in first-class condition and state of repair, in compliance with all governmental laws, rules, regulations, orders, and ordinances exercising jurisdiction thereover, and in compliance with the provisions of this OREA. Said Parties further agree to store all trash and garbage in adequate containers and to screen such containers so that they are not readily visible from the parking area.
- (B) In the event any of said Buildings are damaged by fire or other casualty (whether insured or not), the Party upon whose Lot such Building is located shall, subject to governmental regulations and/or insurance adjustment delays, immediately remove the debris resulting from such event and provide a sightly barrier, and within a reasonable time thereafter shall either (i) repair or restore the Building so damaged to a complete unit, such repair or restoration to be performed in accordance with all provisions of this OREA, (ii) erect another Building in such location, such construction to be performed in accordance with all provisions of this OREA, or (iii) demolish the damaged portion and/or the balance of such Building and restore the cleared area to either a hard surface condition or a landscaped condition in which event the area shall be Open Area until a replacement Building is erected. Such Party shall have the option to choose which of the foregoing alternatives to perform, but such Party shall

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be obligated to perform one of such alternatives.

ARTICLE V OPERATION OF THE DEVELOPMENT

5.1 Prohibited Uses. The following uses shall not be permitted within the Development:

- (i) Any use which emits an obnoxious or unusual odor, noise, sound which can be heard or smelled outside of any Building in the Development;
- (ii) Any operation primarily used as an assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation (except that this prohibition shall not prohibit pet shops or veterinary offices and related facilities);
- (iii) Any "second hand" store or "surplus" store;
- (iv) Any mobile home park, trailer court, labor camp, junkyard, or stockyard (except that this provision shall not prohibit the temporary use of construction trailers during periods of construction, reconstruction, or maintenance);
- (v) Any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors);
- (vi) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- (vii) Any retail central laundry, dry cleaning plant, or laundromat: unless same is specifically approved in writing by Declarant, provided, however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping districts in the metropolitan area where the Development is located;
- (viii) Any bowling alley or skating rink;
- (ix) Any live performance theater or movie theater;
- (x) Any animal raising facilities (except that this prohibition shall not prohibit pet shops or veterinary offices and related facilities);
- (xi) Any mortuary or funeral home;
- (xii) Any establishment selling or exhibiting pornographic materials (as

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determined by community standards for the area in which the Development is located) or drug-related paraphernalia, provided, that (a) the sale of "Playboy", "Playgirl" or "Penthouse" magazines shall not violate this covenant, and (b) the incidental sale of an image or series of images, the content of which has been rated "X" by the Motion Picture Rating Association or any successor thereto which do not exceed 10% of the gross leasable square floor space of an Occupant;

- (xiii) Any flea market;
- (xiv) Any massage parlor;
- (xv) Any billiard or bingo parlor;
- (xvi) Any off-track betting parlor;
- (xvii) Any carnival, amusement park or circus;
- (xviii) Any use which is illegal, dangerous, constitutes a nuisance, or is inconsistent with an integrated, community oriented retail and commercial shopping center;
- (xix) Any video arcade, game room or amusement gallery (provided that retail facilities in the Development may operate or display for sale no more than four (4) such electronic games incidentally to their primary operations and further any restaurant located in the Development may have a video arcade or game room as part of their restaurant facility);
- (xx) Any bar, provided, that a bar operated as a part of a restaurant shall not be prohibited hereunder.
- (xxi) No Party shall use, or permit the use of Hazardous Materials on, about, under or in its Lot, or the Development, except in the ordinary course of its usual business operations conducted thereon, and any such use shall at all times be in compliance with all Environmental Laws. Each Party agrees to defend, protect, indemnify and hold harmless each other Party from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial response, and reasonable attorneys' fees and cost of suit, arising out of or resulting from any Hazardous Material used or permitted to be used by such Party whether or not in the ordinary course of business.

For the purpose of this paragraph, the term (i) "Hazardous Materials" shall mean:

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petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) "Environmental Laws" shall mean: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

5.2 Insurance.

- (A) The owner of each Lot shall maintain or cause to be maintained in full force and effect Commercial General Liability Insurance with a combined single limit of full liability of at least Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence. Each such Party agrees to look first to the insurance coverage obtained pursuant to this Section 5.2 (A) above, and to exhaust all limits thereof before making any claim, other than to preserve rights if coverage under this Section 5.2 (A) is inadequate, under the insurance carried by a Party hereunder.
- (B) Prior to commencing any construction activities within its Lot, the owner of such Lot shall obtain or require its contractors to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below:
 - (i) Workers' compensation and employer's liability insurance:
 - (a) Worker's compensation insurance as required by any and all applicable laws or regulations.
 - (b) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.
 - (ii) General liability insurance: Commercial general liability insurance covering all operations by or on behalf of the contractor with commercially reasonable amounts of coverage.

If the construction activity involves the construction of a Utility Line on or within another Party's Lot, then the owner of such Lot shall be an additional insured and such insurance shall provide that the same shall not be canceled, or reduced in amount or coverage below the requirements of this OREA, without at least thirty (30) days prior written notice to each insured. If such insurance is canceled or expires then the constructing Party shall immediately stop all work on or use of the other Party's Lot until either the required insurance is reinstated or replacement insurance obtained.

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- (C) Effective upon the commencement of construction of any Building and so long as such Building exists, the Party owing such Lot shall carry, or cause to be carried, property insurance with "all-risk" coverage, in the amount of 100% of the full replacement cost of the building with replacement cost endorsement.
- (E) All insurance required hereunder shall be procured from companies authorized to do business in the state where the Development is located and shall be rated by Best's Insurance Reports not less than A-/X. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which include other liabilities, properties and locations of such Party. Owners with a net worth in excess of Fifty Million Dollars (\$50,000,000.00) shall be permitted to self-insure.

5.3 Taxes and Assessments. Each Party shall pay, or cause to be paid prior to delinquency, all taxes and assessments with respect to such Party's Lot, respectively, and the Building, and other improvements located thereon, and any personal property owned or leased by such Party, provided that if the taxes or assessments or any part thereof may be paid in installments, the Party may pay each such installment as and when the same becomes due and payable. Nothing contained in this subsection shall prevent any Party from contesting at its' sole cost and expense any such taxes and assessments with respect to its Lot in any manner such Party elects, so long as such contest is maintained with reasonable diligence and in good faith. At the time such contest is concluded (allowing for appeal to the highest appellate court), the contesting Party shall promptly pay all such taxes and assessments determined to be owing, together with all interest, penalties and costs thereon.

5.4 Subdivision by Declarant. Declarant reserves the right, in Declarant's sole and absolute discretion, to further subdivide any Lot or Lots which may be owned by Declarant from time to time without the consent or approval of any Party or Person. Declarant further reserves the right to grant to any successor or assign of Declarant the right to further subdivide any Lot or Lots within the Development.

5.5 No Further Subdivision. After a Lot has been subdivided by Declarant and conveyed in fee simple to a different party, the Lot shall not be further subdivided without the written consent of all Parties unless otherwise approved by the Declarant as provided for above.

ARTICLE VI MISCELLANEOUS

6.1 Default.

- (A) The failure of any Party (the "Defaulting Party") to observe or perform any of the covenants, conditions or obligations of this OREA within thirty (30) days after the issuance of a notice by another Party (the "Non-Defaulting

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Party") specifying the nature of the default claimed shall constitute a default and breach of this OREA by the Defaulting Party.

- (B) With respect to any default under Section 6.1 (A) above continuing after thirty (30) days advance written notice to the Defaulting Party from a Non-Defaulting Party, any Non-Defaulting Party shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the Lot of the Defaulting Party (but not into any Building) to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. Each Party shall be responsible for the default of its Occupants. In the event any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party for all costs and expenses incurred in connection with such curative action, plus interest at a rate of Twelve Percent (12%), within ten (10) days of receipt of demand, together with reasonable documentation supporting the expenditures made.
- (C) Each Non-Defaulting Party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other Person, violating or attempting to violate or defaulting upon any of the provisions contained in this OREA, and to recover reasonable, actual damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants, or conditions of this OREA, or to obtain a decree to compel performance of any such terms, covenants, or conditions, if being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. In any such action, the prevailing party shall be entitled to reasonable attorneys' fees and costs of such action. All of the remedies permitted or available to a Party under this OREA or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

- 6.2 Notices.** All notices, demands and requests (collectively a "notice") required or permitted to be given under this OREA must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then designated address of the Party intended, (iii) rejected at the then designated address of the Party intended, provided such notice was sent prepaid, or (iv) sent via facsimile so long as the original copy is also sent via (i) or (ii) above on the same day. Unless a Party files a memorandum of notice

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address in the official records for Forsyth County setting forth such Party's mailing address for notices, its' notice address shall be the address to which real property tax bills are mailed by the applicable taxing authority. For purposes of this OREA, the Declarant's initial notice address is:

CUMMING TRAMMEL, LLC
14 S. Main Street; Second Floor
Greenville, SC 29601
Attn: Legal Department

- 6.3 Condemnation.** In the event any portion of a Lot shall be condemned, or conveyed under threat of condemnation, the award shall be paid to the Party owning the land or the improvements taken, and the other Parties hereby waive and release any right to recover any value attributable to the property interest so taken, except that (i) if the taking includes improvements belonging to more than one Party, such as Utility Lines or signs, the portion of the award allocable thereto shall be used to relocate, replace or restore such jointly owned improvements the like quality and character as existed prior to the expropriation, and (ii) if the taking includes easement rights which are intended to extend beyond the term of this OREA, the portion of the award allocable to each such easement right shall be paid to the respective grantee thereof. In addition to the foregoing, if a separate claim can be filed for the taking of any other property interest existing pursuant to this OREA which does not reduce or diminish the amount paid to the Party owning the land or the improvement taken, then the owner of such other property interest shall have the right to seek an award for the taking thereof. Except to the extent they burden the land taken or unless such easement or license provides otherwise, no easement or license set forth in this OREA shall expire or terminate based solely upon such taking.
- 6.4 Binding Effect.** The terms of this OREA and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns. This OREA is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.
- 6.5 Construction and Interpretation.**
- (A) Whenever required by the context of this OREA, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items that could reasonably fall within the broadest scope of such statements, terms or matters.

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- (B) The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this OREA. Capitalized terms are also selected only for convenience and do not necessarily have any connection to the meaning that might otherwise be to such term in a context outside of this OREA.
- (C) Invalidity of any of the provisions contained in this OREA, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

- 6.6 **Negation of Partnership.** None of the terms or provisions of this OREA shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate Lot owner, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument executed by the Party to be charged.
- 6.7 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Development or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.
- 6.8 **Dedication to Service Provider.** Declarant reserves the right to specifically grant to the appropriate service providers such easements as are necessary to provide utility services to the Development. Any Party obtaining an interest in the Development agrees to execute such documentation as the service provider may reasonably require, including, without limitation, the standard easements and deeds substantially in the form generally used by such service provider, to complete the transfer of the utility facilities for dedication and maintenance by such service provider.
- 6.9 **Excusable Delays.** Whenever performance is required of any Person hereunder, such Person shall use all due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of such Person, then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused. The provisions of this section shall not operate to excuse any Person from the prompt payment of any monies required by this OREA.

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- 6.10 Mitigation of Damages.** In all situations arising out of this OREA, all Parties shall attempt to avoid and mitigate the damages resulting from the conduct of any other Party. Each Party hereto shall take all reasonable measures to effectuate the provisions of this OREA.
- 6.11 OREA Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this OREA shall (i) entitle any Party to cancel, rescind, or otherwise terminate this OREA, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Development. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such breach.
- 6.12 Time.** Time is of the essence of this OREA.
- 6.13 No Waiver.** The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder, at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver by any Party of any default under this OREA shall be effective or binding on such Party unless made in writing by such Party and no such waiver shall be implied from any omission by a Party to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this OREA shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this OREA.
- 6.14 Amendment of OREA.** During any period in which Declarant (or its affiliates) owns all or any portion of the Development, Declarant may unilaterally amend this OREA by an instrument in writing filed and recorded in the records of the recording office for Forsyth County, Georgia, without the approval of any Party or mortgagee; provided, however, that in the event that such amendment materially alters or changes any Party's right to the use and enjoyment of such Party's Lot as set forth in this OREA, such amendment shall be valid only upon the written consent thereto by the owner of any Lot so impacted. Each Party, by acceptance of a deed or other conveyance to a Lot, agrees to be bound by such amendments as are permitted by this Section 6.14 and further agrees that, if requested to do so by Declarant, such Party will consent to the amendment of this OREA or any other instruments relating to the Development.
- 6.15 Governing Law.** This Agreement shall be governed by the laws of the State of Georgia.

**ARTICLE VII
TERM**

This OREA shall be effective as of the date first above written and shall continue in full force and effect until 11:59 p.m. on December 31, 2050 and thereafter, shall be automatically extended for additional ten (10) year periods unless terminated in writing by the Parties; provided, however, that the easements referred to in Article III hereof which are specified as being perpetual or as continuing beyond the term of this OREA shall continue in force and effect as provided therein. Upon termination of this OREA, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this OREA, except as relates to the easements mentioned above, shall terminate and have no further force or effect; provided, however, that the termination of this OREA shall not limit or affect any remedy at law or in equity that a Party may have against any other Party with respect to any liability or obligation arising or to be performed under this OREA prior to the date of such termination.

ARTICLE VIII EXCULPATION

None of the Persons comprising a Party (whether partners, shareholders, officers, directors, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against a Party. Each Party agrees to look solely to the interest in the Lot of a defaulting Party for recovery of damages for any breach of this OREA.

[remainder of page intentionally left blank]

DECLARANT SIGNATURE PAGE
FOR
OPERATION, RESTRICTION AND EASEMENT AGREEMENT

IN WITNESS WHEREOF, the undersigned has caused this OREA to be
executed effective as of the day and year first above written.

CUMMING TRAMMEL, LLC

Signed, sealed and delivered
in the presence of:

By: R. D. 142

Title: Manager

Attest: John Cumming

Title: Manager

[Signature]
Witness

Kristin Waggoner
Notary Public

MY COMMISSION EXPIRES APRIL 25, 2014.



**SUBORDINATION AND CONSENT OF LIENHOLDER TO
OPERATION, RESTRICTION AND EASEMENT AGREEMENT**

State Bank & Trust Company (as successor in interest to The Buckhead Community Bank d/b/a The Forsyth Community Bank) ("Lender"), as beneficiary of that certain Deed to Secure Debt and Security Agreement recorded in Book 5234, page 826 of the official records of Forsyth County, Georgia (the "Security Deed"); as assignee under that certain Assignment of Leases and Rents recorded in Book 5234, page 641 of the official records of Forsyth County, Georgia (the "Assignment"); as creditor under that certain UCC-1 Financing Statement recorded in Book 5234, page 851 of the official records of Forsyth County, Georgia and as creditor under that certain UCC-1 Financing Statement bearing No. 58-2008-1676 filed September 26, 2008 in the official records of Forsyth County, Georgia (collectively, the "Financing Statement") does hereby subordinate the lien of the Security Deed, the Assignment, and the Financing Statement, and consents to, approves, and acknowledges the execution, delivery and recording of the foregoing Operation, Restriction and Easement Agreement (the "OREA"). Lender does further agree that if it shall ever succeed to Cumming Trammel, LLC's title in and to the property of Cumming Trammel, LLC affected by the OREA whether by way of foreclosure of the Security Deed, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights and privileges created in the OREA and shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights and privileges. This consent shall inure to the benefit of Cumming Trammel, LLC, its successors and assigns, and shall be binding upon the undersigned, and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed and sealed this Subordination and Consent of Lienholder this 21st day of June, 2010.

Signed, sealed and delivered

LENDER:

In the presence of:

[Signature]
Witness
[Signature]
Notary Public

By: *[Signature]* (SEAL)

My Commission Expires
NOTARY PUBLIC, FORSYTH COUNTY, GEORGIA
ON COMMISSION EXPIRES JANUARY 26, 2012

(NOTARY SEAL)

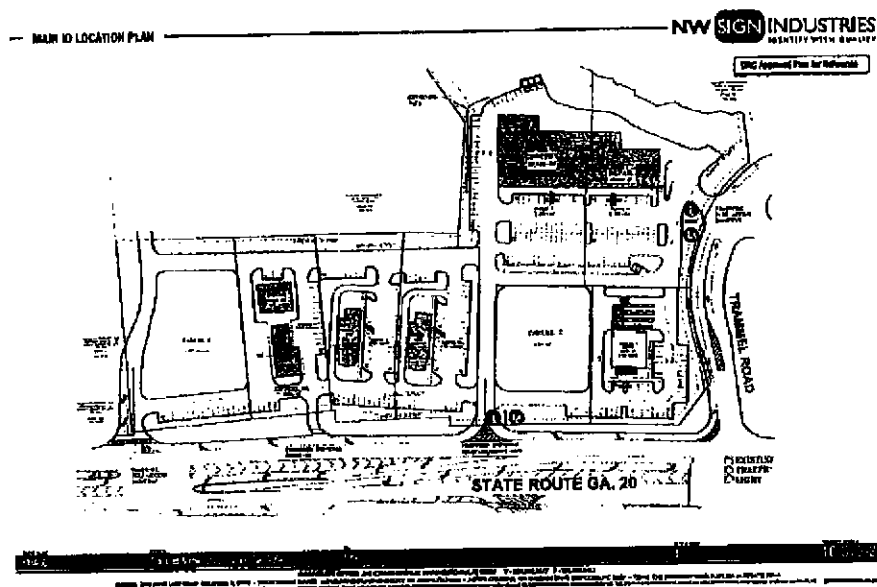


EXHIBIT "A"
LEGAL DESCRIPTION
PAGE 1 of 2

All that tract or parcel of land lying and being in Land Lots 428 & 429, 2nd District, 1st section of Forsyth County, Georgia, and being more particularly described as follows:

To find the True Point of Beginning, commence at the southeast corner of Land Lot 428, thence North 00°35'42" East, along the east line of Land Lot 428, a distance of 77.29 feet to the intersection of said east line of Land Lot 428 and the centerline of a branch and the True Point of Beginning;

Thence along said centerline of said branch, the following courses and distances; thence South 79°48'30" West a distance of 9.20 feet to a point; thence North 49°44'51" West a distance of 16.24 feet to a point; thence North 83°10'26" West a distance of 10.20 feet to a point; thence South 45°26'07" West a distance of 10.86 feet to a point; thence North 86°07'34" West a distance of 14.54 feet to a point; thence North 29°59'43" West a distance of 17.87 feet to a point; thence North 11°23'04" West a distance of 5.32 feet to a point; thence North 70°17'01" West a distance of 7.15 feet to a point; thence North 62°16'09" West a distance of 44.68 feet to a point; thence South 87°57'47" West a distance of 22.80 feet to a point; thence North 27°52'25" West a distance of 19.34 feet to a point; thence North 82°46'39" West a distance of 12.37 feet to a point; thence North 50°41'19" West a distance of 9.08 feet to a point; thence North 77°20'59" West a distance of 8.83 feet to a point; thence South 56°56'49" West a distance of 38.20 feet to a point; thence South 73°24'09" West a distance of 19.26 feet to a point; thence North 73°28'26" West a distance of 20.57 feet to a point; thence North 46°49'37" West a distance of 27.39 feet to a point; thence North 24°57'31" West a distance of 14.21 feet to a point; thence North 34°39'40" West a distance of 10.09 feet to a point; thence North 10°44'09" West a distance of 13.90 feet to a point; thence North 42°55'00" West a distance of 13.90 feet to a point; thence North 13°45'21" West a distance of 31.68 feet to a point; thence North 28°10'54" East a distance of 17.74 feet to a point; thence North 43°48'46" East a distance of 6.83 feet to a point; thence North 08°22'20" East a distance of 23.59 feet to a point; thence North 29°43'45" East a distance of 36.07 feet to a point; thence North 27°01'02" East a distance of 22.04 feet to a point; thence North 06°23'18" East a distance of 15.60 feet to a point; thence North 31°52'28" East a distance of 17.20 feet to a point; thence North 13°49'04" West a distance of 6.71 feet to a point; thence North 44°21'04" East a distance of 30.03 feet to a point; thence North 04°22'59" West a distance of 25.08 feet to a point; thence North 28°54'31" East a distance of 1.33 feet to a point; thence North 06°22'08" East a distance of 15.36 feet to a point; thence North 37°27'42" West, a distance of 17.92 feet to a point; thence North 12°19'43" West, a distance of 17.65 feet to a point; thence North 48°41'33" West, a distance of 24.50 feet to a point; thence North 11°06'42" East, a distance of 8.90 feet to a point; thence North 12°51'11" West, a distance of 6.66 feet to a point; thence North 57°21'11" West, a distance of 6.01 feet to a point; thence North 30°53'59" West, a distance of 26.14 feet to a point; thence North 32°37'39" East, a distance of 8.23 feet to a point; thence North 30°56'25" West, a distance of 30.33 feet to a point; thence North 22°18'27" West, a distance of 12.33 feet to a point; thence North 67°26'08" West, a distance of 32.52 feet to a point; thence North 12°27'06" West, a distance of 10.96 feet to a point; thence North 37°09'56" West, a distance of 25.12 feet to a point; thence North 39°31'53" West, a distance of 23.03 feet to a point; thence North 61°13'31" West, a distance of 26.11 feet to a point; thence North 35°17'45" West, a distance of 20.63 feet to a point; thence North 84°33'22" West, a distance of 9.68 feet to a point; thence North 47°18'27" West, a distance of 10.44 feet to a point; thence North 28°41'15" East, a distance of 84.71 feet to a 1/2 inch rebar found on the southern right of way of Trammel Road (60' R/W); thence along said right of way the following: 281.68 feet along a curve, said curve having a chord of North 58°15'55" East 268.98 feet and a radius of 268.92 feet to a point; thence North 58°09'28" East, a distance of 3.19 feet to a point; thence North 08°04'13" West, a distance of 2.78 feet to a point; thence 48.61 feet along a curve, said curve having a chord of North 21°54'24" East 48.54 feet and a radius of 268.92 feet to a point; thence North 16°43'43" East, a distance of 30.11 feet to a point; thence 48.68 feet along a

Page 1

EXHIBIT "A"
LEGAL DESCRIPTION
 Page 2 of 2

curve, said curve having a chord of North 20°19'17" East 48.65 feet and a radius of 388.17 feet to a point; thence North 73°04'28" East, a distance of 92.33 feet to a point on the southern right of way of State Route Georgia 20 (R/W VARIES); thence along said right of way the following: 86.93 feet along a curve, said curve having a chord of South 53°07'32" East 86.93 feet and a radius of 7714.49 feet to a point; thence 184.51 feet along a curve, said curve having a chord of South 54°08'00" East 184.51 feet and a radius of 7714.47 feet to a point; thence 132.49 feet along a curve, said curve having a chord of South 55°18'38" East 132.48 feet and a radius of 7714.47 feet to a point; thence South 34°11'51" West, a distance of 15.00 feet to a point; thence South 56°07'49" East, a distance of 88.38 feet to a point; thence South 56°27'28" East, a distance of 19.64 feet to a ½ inch rebar set; thence South 56°27'28" East, a distance of 93.01 feet to a point; thence South 33°33'04" West, a distance of 20.00 feet to a point; thence South 60°02'59" East, a distance of 298.93 feet to a point; thence South 59°37'02" East, a distance of 63.64 feet to a ½ inch rebar set; thence leaving said right of way and continuing South 30°35'17" West, a distance of 323.10 feet to a ½ inch rebar set; thence North 55°39'42" West, a distance of 507.18 feet to a ½" open top pipe found; thence North 53°13'08" West, a distance of 99.38 feet to a 1-inch open top pipe found; thence South 39°33'08" West, a distance of 190.14 feet to a ½" open top pipe found; thence South 00°35'42" West, a distance of 315.94 feet to the POINT OF BEGINNING.

EXHIBIT "B"
SIGNAGE CRITERIA

**Please see Article 3.7 for specific Signage Criteria as well
as Exhibit F for an example of representative fascia signage**

EXHIBIT "C"
SITE LIGHTING PLAN

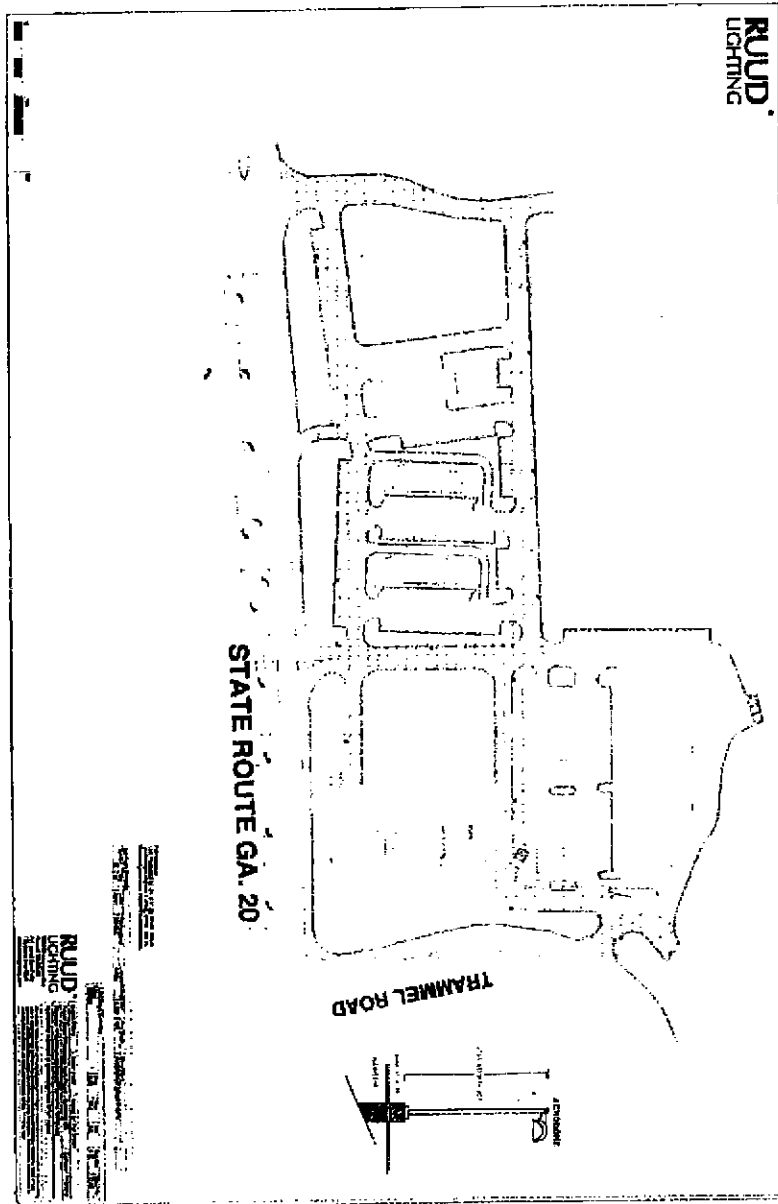
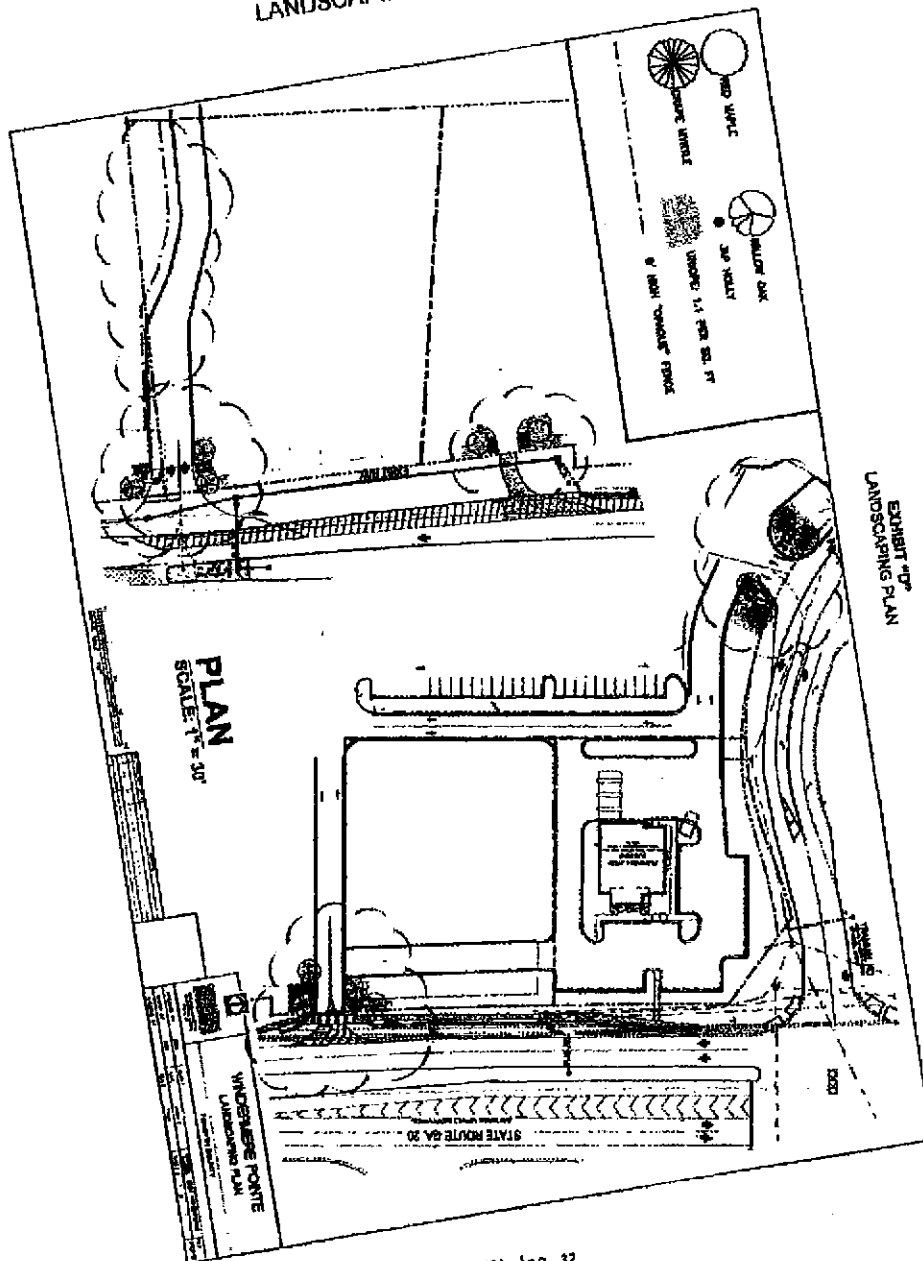
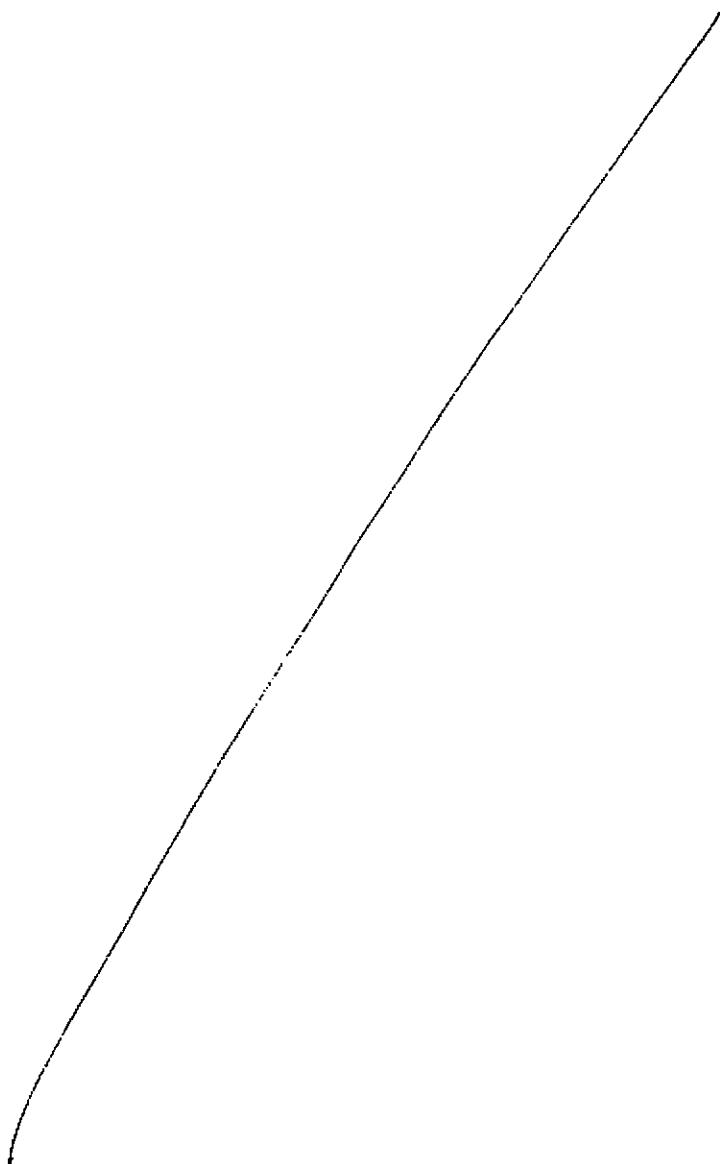


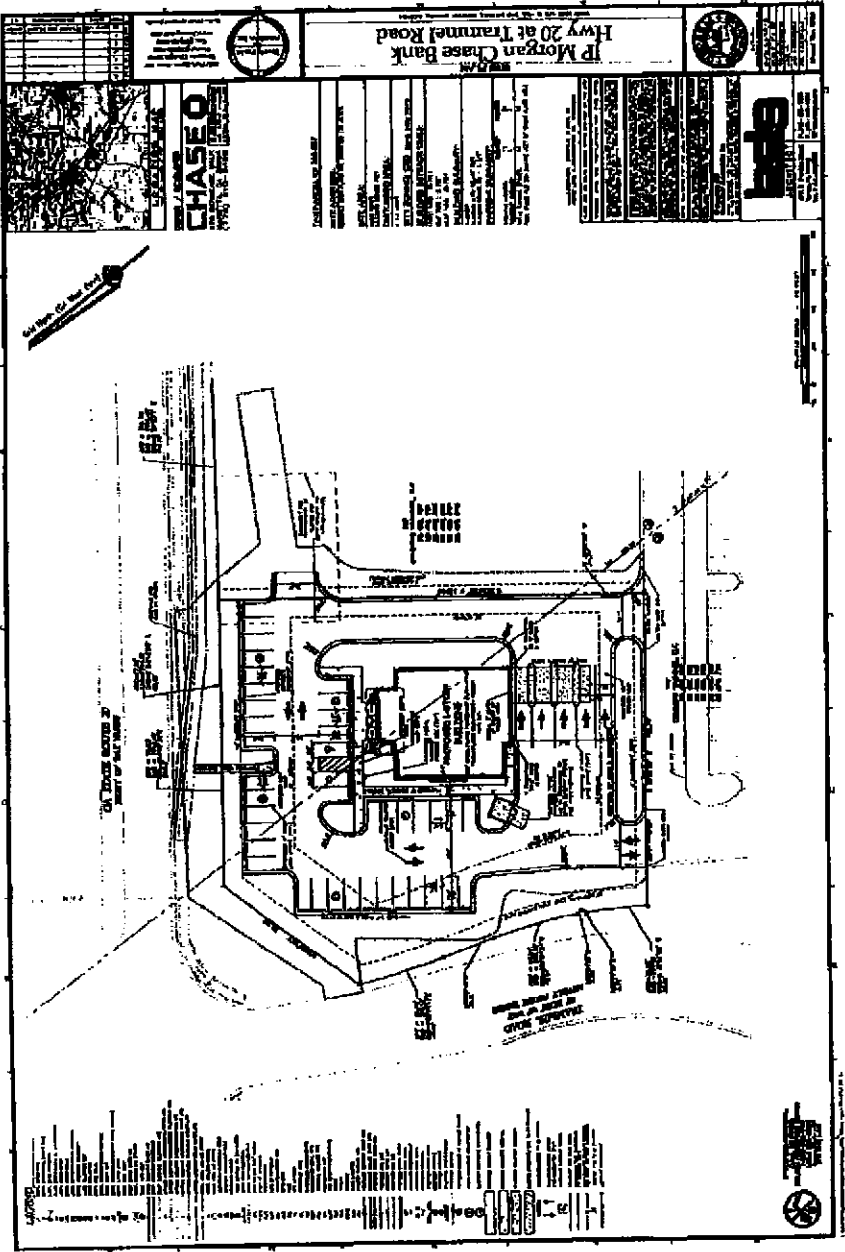
EXHIBIT "D"
LANDSCAPING PLAN



transmit 20 DREA CLEAN FINAL with Exhibits-6-15-10 (2).doc 32

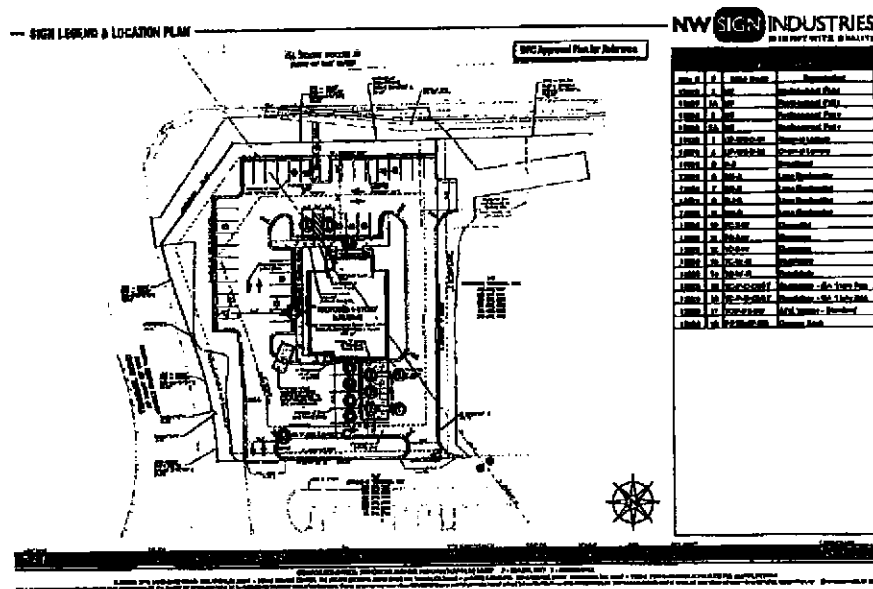
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BANK LOT

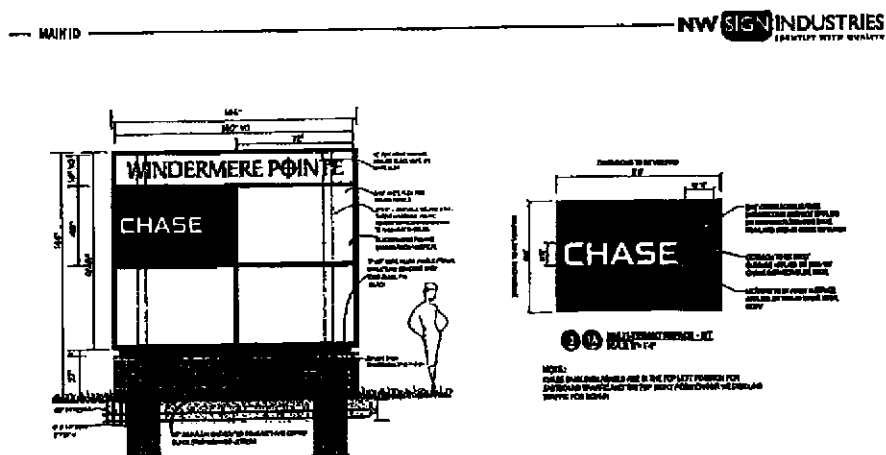


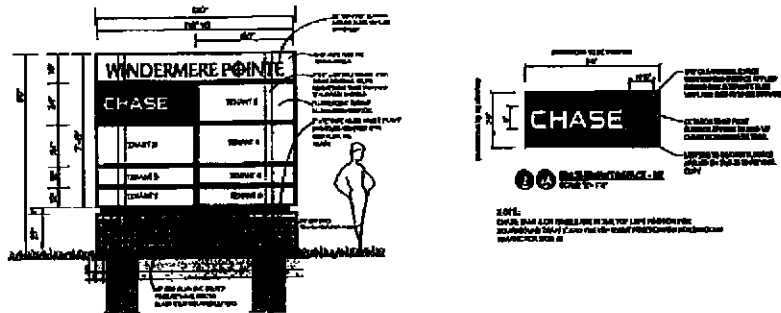


trammell 20 OREA CLEAN FINAL with Exhibits-6-15-10 (2).doc 34

EXHIBIT "F" BANK LOT SIGNAGE



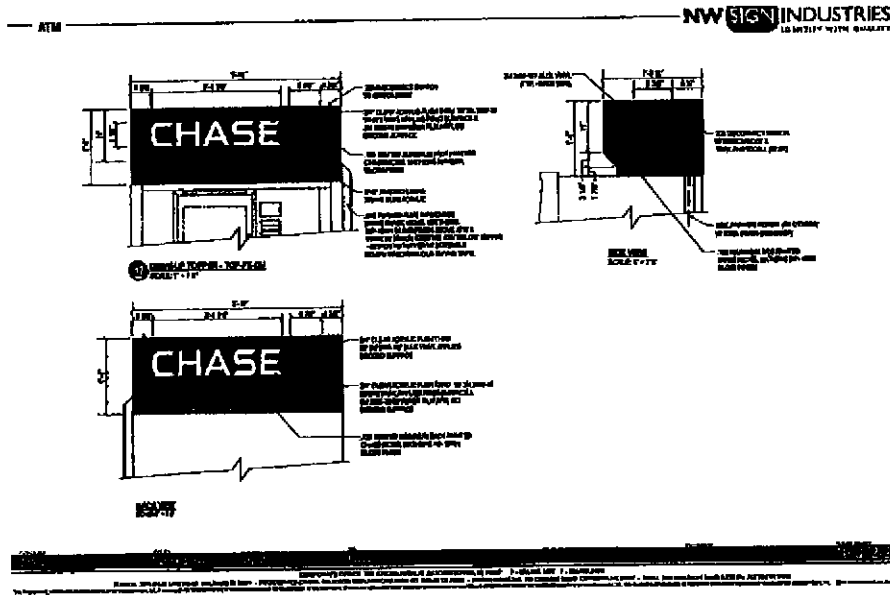




ELEVATIONS / CHANNEL LETTERS

NW SIGN INDUSTRIES
IDENTITY WITH QUALITY



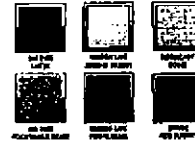




WEST ELEVATION



NORTH ELEVATION



CHASE

CHASE BANK
TRAMMEL ROAD AND HWY 20
FORTHY COUNTY, GEORGIA

bdg
ARCHITECTS

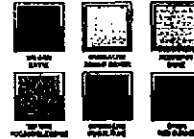
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EAST ELEVATION



SOUTH ELEVATION



CHASE BANK
TRAMMEL ROAD AND HWY 28
FOURTH COUNTY, GEORGIA

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 Recorded: 05/09/2014 at 09:34:02 AM
 Fee Amt: \$48.00 Page 1 of 19
 Forsyth County, GA
 Greg G. Allen Clerk Superior Ct
 BK 7021 PG 163-181

let
 BETTIS LAW GROUP LLC
 1815 LOCKEWAY DRIVE #106
 ALPHARETTA, GA 30004

Upon recording return to:

Scott M. Shuman, Esq.
 ARNALL GOLDEN GREGORY LLP
 171 17th Street, NW
 Suite 2100
 Atlanta, Georgia 30363-1031
 (404) 873-8500

Cross Reference:

Deed Book 4962, Page 384
 Forsyth County, Georgia Records

AMENDED AND RESTATED EASEMENT AGREEMENT

This AMENDED AND RESTATED EASEMENT AGREEMENT (the "Agreement") is entered into this 28th day of April, 2014 by and between CUMMING TRAMMEL, LLC, a South Carolina limited liability company (hereinafter called "C.T."), and CHARLES GREGORY BROOKS and TERRI LYNN CRUSE BROOKS (hereinafter called "BROOKS").

WHEREAS, C.T. is the sole owner of that certain tract or parcel of land that is approximately 5.64 acres located in Land Lots 428 and 429 of the 2nd District, 1st Section, Forsyth County, Georgia, and all improvements thereon (hereinafter collectively referred to as the "C.T. Property"), as more particularly described in the attached Exhibit "A"; 5.635 ?

WHEREAS, BROOKS is the sole owner of that certain tract or parcel of land that is approximately 5.46 acres located in Land Lots 428 and 429 of the 2nd District, 1st Section, Forsyth County, Georgia, and all improvements thereon (hereinafter collectively referred to as the "BROOKS Property"), as more particularly described in the attached Exhibit "B";

WHEREAS, C.T. and BROOKS entered into that certain Easement Agreement dated November 15, 2007, and recorded at Deed Book 4962, Page 384, Forsyth County, Georgia records (the "Original Agreement") granting various easements over, upon and across the C.T. Property and the BROOKS Property;

WHEREAS, C.T. and BROOKS desire to amend, restate and supersede in its entirety the Original Agreement in order to modify the easements and to revise certain terms and conditions set forth therein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge by each party, and C.T. and BROOKS hereby declare that the Original

Agreement is hereby superseded, amended and restated in its entirety and C.T. and BROOKS hereby agree as follows:

ARTICLE I - GRANT OF EASEMENTS

1.1 Grant of Easements.

(a) Cross-Access Easements. C.T. hereby grants and conveys to BROOKS a perpetual, irrevocable, non-exclusive, rent-free easement for vehicular and pedestrian ingress and egress on, over and through all portions of the C.T. Property which from time to time is paved and designated for use by the general public (the "BROOKS Easement"), and BROOKS hereby grants and conveys to C.T. a perpetual, irrevocable, non-exclusive, rent-free easement for vehicular and pedestrian ingress and egress on, over and through all portions of the BROOKS Property which from time to time is paved and designated for use by the general public (the "C.T. Easement"), the BROOKS Easement and the C.T. Easement being hereinafter referred to as the "Cross Access Easements" and the property located within the Cross Access Easements being hereinafter referred as the "Cross Access Easement Area". The purpose of the Cross Access Easements is to provide for the parties hereto, their invitees, agents and the general public year-round pedestrian and vehicular access, over and through all portions of the C.T. Property and the BROOKS Property which from time to time is paved and designated for use by the general public. All Cross Access Easements granted herein shall be easements appurtenant and not easements in gross.

(b) Driveway Access Easement. C.T. grants to BROOKS for the use and benefit of the BROOKS Property, and as an easement appurtenant to the BROOKS Property, a perpetual and non-exclusive easement, over, under and across that certain portion of the C.T. Property described on Exhibit "C" (the "Driveway Access Easement") and shown on the drawing attached hereto as Exhibit "C-1" for the purpose of constructing, utilizing, maintaining and repairing a driveway (the "Driveway") providing for vehicular and pedestrian ingress and egress to and from the BROOKS Property. The property located within the Driveway Access Easement being hereinafter referred as the "Driveway Access Easement Area".

(c) Slope Easement. C.T. grants to BROOKS for the use and benefit of the BROOKS Property, and as an easement appurtenant to the BROOKS Property, a perpetual and non-exclusive slope easement with the areas along a strip of land, the width of such strip of land being the minimum width required to establish a 2:1 slope from the Driveway pavement surface to current ground level (the "Slopes") on either side of the Driveway Access Easement (the "Slope Easement") for the purpose of supporting and maintaining the Driveway Access Easement. The property located within the Slope Easement being hereinafter referred as the "Slope Easement Area".

(d) Utility Easement. C.T. grants to BROOKS for the use and benefit of the BROOKS Property, and as an easement appurtenant to the BROOKS Property, a perpetual and non-exclusive easement, over, under and across the Driveway Easement Area (the "Utility Easement") for the purpose of allowing BROOKS to construct, operate, maintain and repair underground utility lines, cables, pipes and conduits for electric, natural gas, telephone and cable servicing the BROOKS Property (the "Utility Lines"). The Cross Access Easements, Driveway Access Easement, Slope Easement, and Utility Easement, sometimes are referred to collectively hereinafter as "Easements".

(e) The Easements granted hereunder and herein shall exist by virtue of this Agreement, without the necessity of confirmation by any other document. No grant of an Easement pursuant to this Article I shall impose any greater obligation on any party to construct or maintain buildings and/or improvements except as expressly provided in this Agreement.

1.2 Use of Easements.

(a) Provided further that the parties hereby specifically disclaim any intention to create any reciprocal parking easements between the C.T. Property and the BROOKS Property and none of the parties, tenants, occupants, customers, contractors or invitees of either party may park any vehicles on property of the parties.

(b) The parties further agree to use due care in the exercise of the rights granted under Section 1.1 and, if the exercise of the rights granted under Section 1.1 requires a party to enter upon the Property of the other party, to first obtain the consent of said party as to the specific activities, methods and timing in the exercise of such rights so as to avoid cost or damage.

(c) Except to the extent the Driveway Access Easement Area and the Slope Easement Area are within the Cross Access Easement Area and solely in connection with the construction of the Driveway, Slopes or Utility Lines in accordance with the terms and conditions of this Agreement, and the installation of a sewer line and water line pursuant to and in accordance with the terms and conditions of those certain Temporary Sewer Line Construction Easement Agreement and Temporary Water Line Construction Easement Agreement, as applicable (the "Authorized Heavy Equipment Use"), the parties further agree that the Cross Access Easements granted pursuant to Section 1.1(a) of this Agreement do not contemplate the passage of construction vehicles, heavy machinery, earth moving equipment and/or other construction related equipment through the Cross Access Easement Area; provided however, nothing contained herein shall prohibit the use of Driveway Access Easement Area for the purpose of ingress and egress of construction vehicles, heavy machinery, earth moving equipment and/or other construction related equipment in connection with improving and constructing improvements on the BROOKS Property

(d) Prior to commencing construction of the Driveway, Slopes or Utility Lines, BROOKS shall, at its sole cost and expense, submit to C.T. for its review and approval, such approval not to be unreasonably withheld, conditioned or delayed, the plans and specifications of such Driveway, Slopes or Utility Lines (the "Plans"), as applicable, to be constructed pursuant to this Agreement. C.T. shall have twenty (20) days to review and approve the submitted Plans. If C.T. delivers written notice to BROOKS of its disapproval of the submitted Plans prior to the expiration of such twenty (20) day period, then C.T. and BROOKS shall use commercially reasonable efforts in good faith to agree upon the Plans for the Driveway, Slopes or Utility Lines, as applicable. If C.T. fails to deliver such written notice prior to the expiration of such twenty (20) day period, then C.T. shall be deemed to have approved such Plans. Once the Plans have been approved, the Plans shall not be revised, altered or modified in any material respect without the prior written approval of C.T., not to be unreasonably withheld, conditioned or delayed. In connection therewith, C.T. hereby grants to BROOKS a temporary construction easement over, under and across an area of a ten foot (10') strip on either side of the Driveway Access Easement Area and Slope Easement Area, as applicable, (the "Temporary Construction Easement") to allow

BROOKS, its employees, agents or contractors to construct, install, maintain and repair the Driveway, Slopes and/or Utility Lines, as applicable. Notwithstanding anything to the contrary set forth in this Agreement, the Temporary Construction Easement shall automatically, irrevocably, and completely expire and terminate and be of no further force or effect upon the earlier to occur of: (i) the Completion Deadline (as defined below), as may be extended in accordance with the terms and conditions set forth in Section 1.2(f) below, or (ii) the second (2nd) anniversary of the date of sale, conveyance, transfer or lease of all or any portion of the BROOKS Property to a third party.

(e) All costs and expenses in any way related to the design, installation, construction, maintenance, replacement or repair of the Driveway, Slopes or Utility Lines, the corresponding easements, or any other public utility lines servicing the BROOKS Property installed pursuant to easement rights granted to the City of Cumming, Georgia (e.g. water or sewer lines) shall be borne solely by BROOKS.

(f) Subject to the termination of the Temporary Construction Easement, except for the application of the final pavement cost on the Driveway (which shall be completed within twenty-four (24) months after the commencement of construction of the Driveway), upon commencement of the construction or installation of the Driveway, Slopes or Utility Lines, as applicable, BROOKS, subject to a day-for-day extension for each day construction is delayed due to the occurrence of a Permitted Excuse, shall complete such construction or installation within one hundred twenty (120) days thereafter (collectively the "Completion Deadline") and perform all work in a good and workmanlike lien-free manner; provided, however, the Completion Deadline may be extended by BROOKS for a period not to exceed ninety (90) days solely to allow the utility providers to install the Utility Lines in the event such utility providers are delayed in commencing or completing such work. For the purposes of this Agreement, "Permitted Excuse" shall mean and refer to (a) labor disputes, acts of God, moratoriums, war, riots, insurrections, civil commotion, a general inability to obtain labor or materials or reasonable substitutes for either, fire, unusual delay in transportation, severe and adverse weather conditions preventing performance of work (individually, a "Bad Weather Day"), and unavoidable casualties; or (b) unforeseeable acts or failures to act by any governmental entity or their respective agents or employees, unforeseeable governmental restrictions, regulations or controls; provided that if BROOKS desires to claim a delay due to Permitted Excuse, BROOKS shall advise C.T. of the circumstances supporting such claim within two (2) business days after the event causing such delay. Failure by C.T. to timely provide notice of an event otherwise constituting a Permitted Excuse (including, without limitation, the occurrence of a Bad Weather Day) shall be deemed a waiver by BROOKS of any claim of the existence of a Permitted Excuse arising from such event. Permitted Excuse shall not include delays caused by BROOKS' lack of, or inability to obtain, funds, or materials necessary to complete the construction contemplated herein or delays arising under circumstances in which the performance of such construction is possible albeit at a cost higher than BROOKS may have anticipated or budgeted.

(g) BROOKS agrees that any construction work to be undertaken by it shall be performed so as not to unreasonably interfere with and minimize disruptions of the access to, use, occupancy or enjoyment of the C.T. Property.

(h) C.T. shall be notified in writing not less than thirty (30) days prior to commencement of any such construction. BROOKS hereby acknowledges and agrees that BROOKS

shall not conduct any of the construction or installation set forth in this Agreement on the C.T. Property between November 1 and January 15 of each calendar year without the prior written consent of C.T.

(j) BROOKS, at its sole cost and expense, shall comply with all governmental, quasi-governmental or private laws, ordinances, covenants, restrictions, rules and regulations pertaining to the Driveway, Slopes or Utility Lines, the corresponding easements or the use thereof.

1.3 Improvements. Except for the Driveway, Slopes and Utility Lines, each party shall construct roadways and other improvements on its property as it deems advisable and/in its sole discretion. Except as otherwise set forth in this Agreement, neither party shall be required to construct roadways or other improvements on any specific area of its property. The point or points of connection between the two properties are as that exist on the properties as of the date hereof.

1.4 Maintenance. Except for the Driveway, Slopes and Utility Lines, all of which shall be maintained at the sole cost and expense of BROOKS, each party shall be responsible for the maintenance of the roadways and driveways on its property, without contribution from any other party, in good order and condition and state of repair in accordance with the standards of good retail/office operation including (but not limited to) sweeping and removal of trash, litter and refuse, painting and striping of parking areas, repair and replacement of paving as necessary, maintenance of landscaped areas (including replacement and replanting), removal of ice and snow from driveways and parking areas, and maintenance and repair or lighting standards and signs. If a party fails in its maintenance obligations as set forth in Section 1.4, which failure continues for a period of thirty (30) days after receipt of written notice thereof specifying the particulars of such failure, such failure shall constitute a default under this Agreement and the non-defaulting party may thereafter perform such maintenance obligations, in addition to such party's other remedies. Furthermore, the parties agree to reimburse each other for reasonable expenses related to the exercise of the cure rights provided hereunder and the parties may assess interest charges on said expenses to the maximum extent allowable under Georgia law.

1.5 Damage. Damage to any portion of the a party's property, including, without limitation, wear and tear in connection with Authorized Heavy Equipment Use, caused by either party or by agents, employees, contractors or other persons acting for or on behalf of such party (not including invitees), shall promptly be repaired by such party, restoring such property to its condition prior to the damage. Each party, at its sole cost and expense, shall promptly repair, replace or restore any and all improvements of the other party which have been damaged or destroyed in the exercise by a party of the easements granted under Section 1.1. Each party covenants and agrees to indemnify, defend, protect and hold harmless the other party for, from and against all claims, and all costs, losses, damages, expenses and liabilities (including reasonable attorneys' fees and costs) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of any mechanic's liens, stop notices, or other claims regarding materials supplied or work performed, or the death of, or any accident, injury, loss or damage whatsoever caused to any natural person, or to the property of any person, arising out of an indemnifying party's exercise of the easements set forth herein, except to the extent occasioned by the non-indemnifying party's negligent or wrongful acts or omissions.

1.6 Obstructions to Use of Property. Except as expressly provided for in this Agreement, neither C.T., BROOKS nor any person permitted to use the Cross Access Easements or the Driveway Access Easement under the terms hereunder may utilize the Cross Access Easements or the Driveway

Access Easement in a way that interferes with its reasonable use by any other person permitted to use it. Any obstructions or impediments to the use of the Cross Access Easements or the Driveway Access Easement may be removed, without notice, by C.T. or BROOKS and the cost of such removal shall be borne by the party causing or responsible for such obstruction. Notwithstanding the forgoing provision, each party hereby reserves the right to eject from its respective Property any person not authorized to use the same. In addition, each party reserves the right to close off its Property, or portions thereof, for such reasonable periods of time as may be legally necessary in the reasonable opinion of its attorneys to prevent the acquisition of prescriptive rights by anyone. Before closing off any part of said Property, as provided above, such party must give at least twenty (20) days prior written notice to the other parties of its intention to do so and must coordinate such temporary closing with the activities of the other parties so that no unreasonable interference with the operation of the adjacent properties occurs.

1.7 Self-Help Easements. Each party hereby grants to the other party an easement and license to enter upon its Property (but excluding within a building on such Property) for the purpose of exercising the cure rights provided under Section 1.4 of this Agreement. Each party to this Agreement shall defend, indemnify and hold the other party harmless from and against all liens, losses, liabilities, costs or expenses (including attorney's fees) incurred in connection with or arising out of the party's use of said easements, except to the extent occasioned by that party's negligent or wrongful act or omission to act.

1.8 No Further Interest. The parties hereto agree and state that BROOKS has no interest in the Driveway Access Easement Area and Slope Easement Area or the C.T. Property other than that specified herein. In the event any materialmen's or mechanic's liens are filed or recorded against the C.T. Property arising out of the construction or installation work conducted on the C.T. Property by or on behalf of BROOKS, BROOKS shall promptly cause the discharge of such lien and shall promptly cause any such lien to be released from record and shall defend, indemnify and hold C.T. harmless from all cost and expense related to any construction lien, including reasonable attorney's fees.

1.9 Insurance. Prior to exercising any easement rights granted hereunder, BROOKS, or its successors and assigns, shall maintain in full force and effect comprehensive general liability insurance with respect to the easements granted hereby, in the minimum amount of \$1,000,000 single limit per occurrence and of \$1,000,000 in the aggregate. A certificate showing such policy to be in effect shall be provided to C.T. upon written request. Such insurance policy shall include C.T. as an additional named insured thereunder, and shall be written by an insurance company licensed to do business in the State of Georgia.

1.10 Reservation of Rights by C.T. The right to use the Driveway Access Easement Area and Slope Easement Area for any purpose not incompatible with the easement granted hereby is expressly reserved by C.T., provided that such reserved rights do not unreasonably obstruct or interfere with the easement and rights herein granted.

ARTICLE II - MISCELLANEOUS

2.1 Enforcement of Agreement. C.T. and BROOKS shall have the right to legally enforce this Agreement and the covenants, conditions and restrictions set forth herein, by whatever action or

actions are legally available, including, without limitation, enjoining any violation or threatened violation hereof and specific performance of any rights granted hereunder.

2.2 Merger and Amendments. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes and cancels all prior negotiations between the parties with respect to the construction work described herein and the Basements granted herein, and any changes, amendments, and/or modifications hereto must be in writing signed by C.T. and BROOKS.

2.3 Successors / Running with the Land. All of the terms, covenants, easements, conditions, obligations, rights and privileges contained herein shall attach to and run with the C.T. Property and BROOKS Property, and shall burden and benefit the C.T. Property and BROOKS Property as set forth in this Agreement, and shall continue as a servitude running in perpetuity with the C.T. Property and the BROOKS Property. Notwithstanding any other provision of this Agreement to the contrary, (i) each party hereto shall be liable only for the performance of such party's obligations under this Agreement which are to be performed during the period of time such party owns any portion of either the C.T. Property or BROOKS Property, as applicable, and (ii) any transferee of fee simple title to any portion of the C.T. Property or BROOKS Property, as applicable, shall automatically be deemed, by acceptance of the title to such portion of the C.T. Property or BROOKS Property, to have assumed all obligations under this Agreement relating thereto.

2.4 Severability. If any provision or specific application of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining provisions or specific applications of this Agreement shall remain valid and binding.

2.5 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia, and the proper venue for any action brought pursuant hereto shall be Forsyth County, Georgia.

2.6 Permitted Delays. The duties of either party to observe or perform any of its obligations under this Agreement shall be excused for a period equal to the period of prevention, delay or stoppage due to causes beyond its control (other than financial reasons) including, without limitation, by reason of strikes, civil riots, civil commotion, work stoppages arising out of collective bargaining strikes, war, invasion, fire or other casualty, inclement weather conditions, or acts of God, provided that such party has taken steps that are reasonable under the circumstances to mitigate the effects of such delay situation and that notice of such delay (and the reasons giving rise to such delay and the estimated duration of the delay) must be provided to the other party within forty-eight (48) hours of the event giving rise to such delay. The provisions of this Section shall not operate to excuse any party from the prompt payment of any monies required by this Agreement.

2.7 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt or refusal. The initial addresses of the parties shall be:

To BROOKS:

Charles Brooks

Terry Brooks
P.O. Box 1754
Cumming, Georgia 30028

With a copy to: Phill Bettis, Esq.
1815 Lockeway Drive, # 106
Alpharetta, GA 30004

To C.T.: CUMMING TRAMMEL, LLC
3579 W. Lawrenceville Street
Duluth, GA 30096
Attn: Devin Keil

With a copy to: Scott M. Shuman, Esq.
Arnall Golden Gregory LLP
171 17th Street NW, Suite 1800
Atlanta, Georgia 30363-1032

Upon at least ten (10) days prior written notice, each party shall have the right to change its address to any other address within the United States of America. Informal communications made between the parties during the completion of construction activities to be performed under this Agreement may be made by their respective project managers as designated from time to time.

2.8 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between the parties.

2.9 Costs and Attorney's Fees. If any party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party in such action shall be entitled to recovery of all costs and expenses of litigation, including reasonable attorneys' fees.

2.10 Exhibits. Each exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein. The recitals are incorporated herein by reference as matters of contract and not mere recital.

2.11 Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

2.12 Headings. Heading of sections are for convenience only and shall not be considered in construing the meaning of the content or meaning of any section.

2.13 Not Binding Until Executed. This Agreement shall become a binding obligation of the parties only upon the complete execution and unconditional delivery thereof by all parties. All of the terms of this Agreement shall apply to, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns and all other persons claiming by, through or under them.

2.14 Construction of Document. Since the parties hereto have participated in extensive negotiations in the drafting of the terms and provisions of this Agreement, the parties agree that this Agreement shall be construed without regard to the identity of the person or party who drafted the various provisions and any rule of construction that a document is to be construed against the drafting party shall not be applicable.

2.15 No Waiver. The failure to enforce any particular provision of this Agreement on any particular occasion shall not be deemed a waiver by any party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

2.16 No Public Dedication. Nothing contained herein shall be deemed or implied to be a gift, grant or dedication of the C.T. Property, the BROOKS Property, or any portions thereof, to the general public, or for any public use or purpose whatsoever. Except as may be specifically provided herein, no right, privileges or immunities of any party hereto shall inure to the benefit of any third-party, nor shall any third-party be deemed or considered to be a beneficiary of any of the provisions herein contained, unless expressly provided for in this Agreement.

2.17 Exhibit. Attached hereto are the following Exhibits attached hereto:

Exhibit "A"	-	Legal Description of C.T. Property
Exhibit "B"	-	Legal Description of BROOKS Property
Exhibit "C"	-	Legal Description of Driveway Access Easement
Exhibit "C-1"	-	Drawing of Driveway Access Easement

[SIGNATURES ON FOLLOWING PAGE]

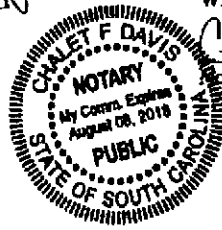
IN WITNESS WHEREOF, CUMMING TRAMMEL, LLC and BROOKS have agreed to and executed this Easement Agreement this 28th day of April, 2014.

CUMMING TRAMMEL, LLC:

Signed, sealed and delivered
in the presence of:

By: [Signature]
Name: PHILIP J. WILSON
Title: MANAGER

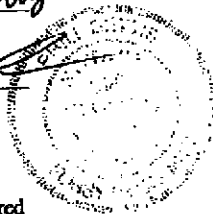
[Signature]
Witness
[Signature]
Notary Public



BROOKS :

Signed, sealed and delivered
in the presence of

[Signature]
Witness
[Signature]
Notary Public

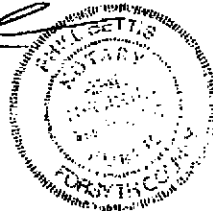


CHARLES GREGORY BROOKS:

[Signature]
Date: 4-11-14

Signed, sealed and delivered
in the presence of

[Signature]
Witness
[Signature]
Notary Public



TERRI LYNN CRUSE BROOKS:

[Signature]
Date: 4-11-14

Exhibit "A"C.T. Property

All that tract or parcel of land lying and being in Land Lots 428 & 429, 2nd District, 1st Section of Forsyth County, Georgia, and being more particularly described as follows:

To find the True Point of Beginning, commence at the southeast corner of Land Lot 428, thence North 00°35'42" East, along the east line of Land Lot 428, a distance of 77.29 feet to the intersection of said east line of Land Lot 428 and the centerline of a branch and the True Point of Beginning;

Thence along said centerline of said branch, the following courses and distances;

thence South 79°48'30" West a distance of 9.20 feet to a point;
 thence North 49°44'51" West a distance of 16.24 feet to a point;
 thence North 83°10'26" West a distance of 10.20 feet to a point;
 thence South 45°26'07" West a distance of 10.86 feet to a point;
 thence North 86°07'34" West a distance of 14.54 feet to a point;
 thence North 29°59'43" West a distance of 17.87 feet to a point;
 thence North 11°23'04" West a distance of 5.32 feet to a point;
 thence North 70°17'01" West a distance of 7.15 feet to a point;
 thence North 62°16'09" West a distance of 44.68 feet to a point;
 thence South 87°57'47" West a distance of 22.80 feet to a point;
 thence North 27°52'25" West a distance of 19.34 feet to a point;
 thence North 82°46'39" West a distance of 12.37 feet to a point;
 thence North 50°41'19" West a distance of 9.08 feet to a point;
 thence North 77°10'59" West a distance of 8.83 feet to a point;
 thence South 56°56'49" West a distance of 38.20 feet to a point;
 thence South 73°24'09" West a distance of 19.26 feet to a point;
 thence North 73°28'26" West a distance of 20.57 feet to a point;
 thence North 46°49'37" West a distance of 27.39 feet to a point;
 thence North 24°57'31" West a distance of 14.21 feet to a point;
 thence North 34°39'40" West a distance of 10.09 feet to a point;
 thence North 10°44'09" West a distance of 13.90 feet to a point;
 thence North 42°55'00" West a distance of 13.90 feet to a point;
 thence North 13°45'21" West a distance of 51.68 feet to a point;
 thence North 28°10'54" East a distance of 17.74 feet to a point;
 thence North 43°49'46" East a distance of 6.83 feet to a point;
 thence North 08°22'20" East a distance of 23.59 feet to a point;
 thence North 29°43'45" East a distance of 16.07 feet to a point;
 thence North 27°01'02" East a distance of 22.04 feet to a point;
 thence North 06°23'18" East a distance of 15.60 feet to a point;
 thence North 31°52'28" East a distance of 17.20 feet to a point;

thence North 15°49'04" West a distance of 6.71 feet to a point;
 thence North 44°21'14" East a distance of 30.03 feet to a point;
 thence North 04°22'59" West a distance of 25.08 feet to a point;
 thence North 28°54'31" East a distance of 1.33 feet to a point;
 thence North 06°22'08" East a distance of 15.36 feet to a point;
 thence North 37°27'42" West a distance of 17.92 feet to a point;
 thence North 12°19'41" West a distance of 17.65 feet to a point;
 thence North 48°41'53" West a distance of 24.50 feet to a point;
 thence North 11°06'42" East a distance of 8.90 feet to a point;
 thence North 12°51'11" West a distance of 6.66 feet to a point;
 thence North 57°21'11" West a distance of 6.81 feet to a point;
 thence North 30°53'59" West a distance of 26.14 feet to a point;
 thence North 32°37'39" East a distance of 8.23 feet to a point;
 thence North 30°56'25" West a distance of 30.53 feet to a point;
 thence North 22°18'27" West a distance of 12.33 feet to a point;
 thence North 67°26'08" West a distance of 32.52 feet to a point;
 thence North 12°27'06" West a distance of 10.96 feet to a point;
 thence North 37°09'56" West a distance of 25.12 feet to a point;
 thence North 39°31'53" West a distance of 23.01 feet to a point;
 thence North 63°13'31" West a distance of 26.11 feet to a point;
 thence North 35°17'45" West a distance of 20.63 feet to a point;
 thence North 84°33'22" West a distance of 9.68 feet to a point;
 thence North 47°18'27" West a distance of 10.44 feet to a point;
 thence North 28°41'15" East, leaving said centerline of said branch,
 a distance of 84.71 feet to a point on the southeasterly right of way
 of Trammel Road; thence along said right of way of Trammel Road,
 along a curve to the Left having an arc distance of 281.68 feet, a radius of
 268.92 feet, a chord bearing of North 58°15'55" East and a chord distance
 of 268.98 feet to a point;
 thence turning North 58°09'28" East, along said right of way of Trammel Road,
 a distance of 3.19 feet to a point;
 thence North 08°04'13" West, along said right of way of Trammel Road,
 a distance of 2.78 feet to a point;
 thence along said right of way of Trammel Road, along a curve to the Left
 having an arc distance of 48.61 feet, a radius of 268.92 feet,
 a chord bearing of North 21°54'24" East and a chord distance of
 48.54 feet to a point;
 thence North 16°43'43" East, along said right of way of Trammel Road,
 a distance of 30.11 feet to a point;
 thence along said right of way of Trammel Road, along a curve to the
 Right having an arc distance of 48.68 feet, a radius of 388.17 feet, a chord
 bearing of North 20°19'17" East and a chord distance of 48.65 feet to a point;
 thence North 73°04'28" East a distance of 92.33 feet to a point on the southerly
 right of way of Georgia Highway 20;

thence along said right of way line of Georgia Highway 20, along a curve to the Left having an arc distance of 86.93 feet, a radius of 7714.49 feet, a chord bearing of South 53°07'32" East and a chord distance of 86.93 feet to a point; thence South 45°33'04" West, leaving said right of way line of Georgia Highway 20, a distance of 58.36 feet to a point; thence South 52°10'03" West a distance of 25.10 feet to a point on the easterly line of Land Lot 428; thence South 00°34'02" West, along said line of Land Lot 428, a distance of 100.55 feet to a point; thence South 00°34'02" West, along said line of Land Lot 428, a distance of 200.74 feet to a point; thence South 54°11'43" East, leaving said line of Land Lot 428, a distance of 146.46 feet to a point; thence South 39°33'08" West a distance of 190.14 feet to a point on the easterly line of Land Lot 428; thence South 00°35'42" West, along said line of Land Lot 428, a distance of 315.94 feet to the intersection of said east line of Land Lot 428 and the centerline of a branch and the True Point of Beginning;

Said tract containing 5.635 acres or 245447 square feet.

Exhibit "B"**BROOKS Property**

The portion of TRACT "A", lying south of the branch.

All that tract or parcel of land lying and being in Land Lot 428, 2nd District, 1st Section of Forsyth County, Georgia, and being more particularly described as follows:

BEGINNING at the Southeast corner of Land Lot 428; thence North 00°35'42" East, along the east line of Land Lot 428, a distance of 77.29 feet to the intersection of said east line of Land Lot 428 and the centerline of a branch; thence along said centerline of said branch, the following courses and distances:

thence South 79°48'30" West a distance of 9.20 feet to a point;
 thence North 49°44'51" West a distance of 16.24 feet to a point;
 thence North 83°10'26" West a distance of 10.20 feet to a point;
 thence South 45°26'07" West a distance of 10.86 feet to a point;
 thence North 86°07'34" West a distance of 14.54 feet to a point;
 thence North 29°59'43" West a distance of 17.87 feet to a point;
 thence North 11°23'04" West a distance of 5.32 feet to a point;
 thence North 70°17'01" West a distance of 7.15 feet to a point;
 thence North 62°16'09" West a distance of 44.68 feet to a point;
 thence South 87°57'47" West a distance of 22.80 feet to a point;
 thence North 27°52'25" West a distance of 19.34 feet to a point;
 thence North 82°46'39" West a distance of 12.37 feet to a point;
 thence North 50°41'19" West a distance of 9.08 feet to a point;
 thence North 77°20'59" West a distance of 8.83 feet to a point;
 thence South 56°56'49" West a distance of 38.20 feet to a point;
 thence South 73°24'09" West a distance of 19.26 feet to a point;
 thence North 73°28'26" West a distance of 20.57 feet to a point;
 thence North 46°49'37" West a distance of 27.39 feet to a point;
 thence North 24°57'31" West a distance of 14.21 feet to a point;
 thence North 34°39'40" West a distance of 10.09 feet to a point;
 thence North 10°44'09" West a distance of 13.90 feet to a point;
 thence North 42°55'00" West a distance of 13.90 feet to a point;
 thence North 13°45'21" West a distance of 51.68 feet to a point;
 thence North 28°10'54" East a distance of 17.74 feet to a point;
 thence North 43°49'46" East a distance of 6.83 feet to a point;

thence North 08°22'20" East a distance of 23.59 feet to a point;
 thence North 29°43'45" East a distance of 36.07 feet to a point;
 thence North 27°01'02" East a distance of 22.04 feet to a point;
 thence North 06°23'18" East a distance of 15.60 feet to a point;
 thence North 31°52'28" East a distance of 17.20 feet to a point;
 thence North 15°49'04" West a distance of 6.71 feet to a point;
 thence North 44°21'04" East a distance of 30.03 feet to a point;
 thence North 04°22'59" West a distance of 25.08 feet to a point;
 thence North 28°54'31" East a distance of 1.33 feet to a point;
 thence North 06°22'08" East a distance of 15.36 feet to a point;
 thence North 37°27'42" West a distance of 17.92 feet to a point;
 thence North 12°19'43" West a distance of 17.65 feet to a point;
 thence North 48°41'53" West a distance of 24.50 feet to a point;
 thence North 11°06'42" East a distance of 8.90 feet to a point;
 thence North 12°31'11" West a distance of 6.66 feet to a point;
 thence North 57°21'11" West a distance of 6.01 feet to a point;
 thence North 30°53'59" West a distance of 26.14 feet to a point;
 thence North 32°37'39" East a distance of 8.23 feet to a point;
 thence North 30°56'25" West a distance of 30.53 feet to a point;
 thence North 22°18'27" West a distance of 12.33 feet to a point;
 thence North 67°26'08" West a distance of 32.52 feet to a point;
 thence North 12°27'06" West a distance of 10.96 feet to a point;
 thence North 37°09'56" West a distance of 25.12 feet to a point;
 thence North 39°31'53" West a distance of 23.03 feet to a point;
 thence North 63°13'31" West a distance of 26.11 feet to a point;
 thence North 35°17'45" West a distance of 20.63 feet to a point;
 thence North 84°33'22" West a distance of 9.68 feet to a point;
 thence North 47°18'27" West a distance of 10.44 feet to a point;

Thence South 28°41'15" West, leaving said centerline of said branch, a distance of 756.48 feet to a 1/2" rebar found; thence South 89°37'45" East a distance of 765.60 feet to a flat iron rod found at the Southeast corner of Land Lot 428, being the POINT OF BEGINNING. Said tract contains 5.465 acres or 238035.58 square feet.

Exhibit "C"

Legal Description of Driveway Access Easement Area

EXHIBIT "A" ACCESS EASEMENT LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 426, 2nd District, 1st Section, Forsyth County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at an 11" rebar found at the most northeasterly point of the widened right of way of the easterly variable right of way of Cowan Highway 26 (aka Buford Highway) and the southeasterly variable right of way of Turners Road; thence along the widened right of way north 73 degrees 02 minutes 33 seconds west a distance of 72.85 feet to a point marked by an iron pin found on the southeasterly right of way of Turners Road; thence along said right of way north 72 degrees 42 minutes 36 seconds west a distance of 11.53 feet to a point marked by an iron pin found; thence following said right of way along a curve to the left, having a radius of 621.58 feet, an arc distance of 72.18 feet, being subtended by a chord of south 23 degrees 33 minutes 48 seconds west, a chord distance of 72.85 feet to a point marked by an iron pin found; thence following said right of way along a curve to the right, having a radius of 232.51 feet, an arc distance of 90.28 feet, being subtended by a chord of south 28 degrees 17 minutes 50 seconds west, a chord distance of 89.78 feet to a point marked by an iron pin found; thence along said right of way north 53 degrees 09 minutes 09 seconds west a distance of 64.00 feet; thence following said right of way along a curve to the right, having a radius of 268.97 feet, an arc distance of 102.45 feet, being subtended by a chord of south 45 degrees 20 minutes 37 seconds west, a chord distance of 101.83 feet to a point along said right of way, which point is the TRUE POINT OF BEGINNING.

From said TRUE POINT OF BEGINNING, thence north 38 degrees 30 minutes 27 seconds east a distance of 74.35 feet; thence north 57 degrees 09 minutes 33 seconds west a distance of 138.14 feet to a point; thence along a curve to the left, having a radius of 132.06 feet, an arc distance of 52.44 feet, being subtended by a chord of south 44 degrees 28 minutes 35 seconds west, a chord distance of 52.04 feet to a point in the southeasterly right of way along thence along said southeasterly right of way north 37 degrees 09 minutes 56 seconds west a distance of 2.81 feet; thence along said southeasterly right of way north 39 degrees 31 minutes 13 seconds west a distance of 22.67 feet; thence along said southeasterly right of way north 67 degrees 13 minutes 31 seconds west a distance of 26.11 feet; thence along said southeasterly right of way north 33 degrees 17 minutes 43 seconds west a distance of 10.00 feet, leaving the southeasterly right of way; thence along a curve to the right, having a radius of 102.26 feet, an arc distance of 74.97 feet, being subtended by a chord of north 45 degrees 08 minutes 22 seconds east, a chord distance of 74.38 feet to a point; thence north 37 degrees 09 minutes 33 seconds east a distance of 60.64 feet; thence north 28 degrees 30 minutes 37 seconds west a distance of 51.58 feet to a point along the right of way of Turners Road; thence following said right of way along a curve to the left, having a radius of 232.51 feet, an arc distance of 90.28 feet, being subtended by a chord of north 45 degrees 20 minutes 37 seconds west, a chord distance of 89.78 feet, to the TRUE POINT OF BEGINNING.

Said tract containing 0.376 acres.

Exhibit "C-1"

Drawing of Driveway Access Easement Area

REALTYLINK LLC
SUITE 300
550 S MAIN STREET
GREENVILLE SC 29601

Doc ID: 014095940012 Type: GLR
Recorded: 04/10/2014 at 10:58:20 AM
Fee Amt: \$32.00 Page 1 of 12
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6997 pg 721-732

(Space above this line for Recorder's Use)

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS ("ECR") is made this 28 day of February, 2014, by CUMMING TRAMMEL, LLC, a South Carolina limited liability company ("Declarant").

WITNESSETH

WHEREAS, Declarant is the owner of that certain tract of land containing approximately 6.316 acres in Forsyth County, Georgia described in Exhibit A attached hereto (the "Tract No 1"). Tract No. 1 is generally depicted on Exhibit B, attached hereto, as Parcels 2, 7 and 8; and

WHEREAS, Declarant is the owner of that certain tract of land containing approximately 1.922 acres in Forsyth County, Georgia described in Exhibit A attached hereto (the "Tract No 2"). Tract No. 2 is generally depicted on Exhibit B as Parcels 3 and 4; and

WHEREAS, Aldi Inc. (Georgia), a Georgia corporation ("Aldi") is the tenant on Tract No. 2 pursuant to that certain Aldi Ground Lease Agreement dated September 27, 2013, as amended (the "Aldi Lease") and evidenced by that certain Memorandum of Lease recorded on October 15, 2013 at Book 6864, Page 54 in the Clerk of Superior Court for Forsyth County, Georgia; and

WHEREAS, to facilitate the development of Tract No. 1 and Tract No. 2, Declarant has agreed to grant certain access easement rights over Tract No. 1 for the benefit of Tract No. 2, as set forth below; and

WHEREAS, Declarant has agreed to restrict certain uses on Tract No. 1 in connection with the lease of Tract No. 2 to Aldi, as set forth below.

NOW, THEREFORE, Declarant hereby creates the following easements, covenants and restrictions with respect to the Development:

Section 1. Ingress and Egress. Declarant hereby establishes for the benefit of Tract No. 2, in common with Tract No. 1, a perpetual non-exclusive easement for the passage of vehicles over and across those certain driveway areas and drive aisles of Tract No. 1, labeled as Critical Access Drives as shown on Exhibit B (the "Critical Access Drives") and for the passage and accommodation of pedestrians over and across the Critical Access Drives. The owner of Tract No. 1 shall not cause or allow the Critical Access Drives to be altered, relocated or obstructed without the prior written consent of the owner of Tract No. 2 and Aldi during the term of the Aldi Lease.

Section 2. Restricted Uses. For and during the term of the Aldi Lease, Declarant agrees that Tract No. 1 shall not be owned, controlled, leased, used or occupied:

- (a) for the operation of any of the "Restricted Uses" set forth on Exhibit C, attached hereto; and

- (b) for the operation of a Retail Grocery Store (subject to certain terms and conditions in the Lease). The term "Retail Grocery Store" shall mean a supermarket, meat market, grocery store, fruit and vegetable store or stand, frozen or otherwise processed food store and any store where more than 500 square feet (including adjacent aisle space) is used for the sale or display of food items. "Retail Grocery Store" shall not include a delicatessen, drug store or any restaurant or lunch room wherein prepared food is sold for on-premises consumption or for "take-out" consumption. The term "owned" shall also include any indirect ownership as through partnership, land trust, corporations and the like.

Section 3. Notices. All notices, demands and requests (collectively a "notice") required or permitted to be given under this ECR must be in writing and shall be deemed to have been given as of the date such notice is (i) delivered to the Party intended, (ii) delivered to the then designated address of the Party Intended, (iii) rejected at the then designated address of the Party intended, provided such notice was sent prepaid, or (iv) sent via facsimile so long as the original copy is also sent via (i) or (ii) above on the same day. Unless a Party files a memorandum of notice address in the official records for Forsyth County setting forth such Party's mailing address for notices, its' notice address shall be the address to which real property tax bills are mailed by the applicable taxing authority. For purposes of this ECR, the Declarant's initial notice address is:

CUMMING TRAMMEL, LLC
550 S. Main Street; Suite 300
Greenville, SC 29601
Attn: Legal Department

For purposes of this ECR, the Aldi's initial notice address is:

Aldi Inc. (Georgia)
Attn: Director of Real Estate
1597 Dry Pond Road

Jefferson, Georgia 30549

Section 4. Binding Effect/Amendments. The terms of this ECR and all easements granted hereunder shall constitute covenants running with the land and shall bind the real estate described herein and inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns. This ECR is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby. For and during the term of the Aldi Lease, this ECR shall not be amended or modified without the prior written consent of Aldi.

Section 5. Construction and Interpretation. (A) Whenever required by the context of this ECR, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa, and (ii) use of the words "including", "such as", or words of similar import, when following any general term, statement or matter shall not be construed to limit such statement, term or matter to specific items, whether or not language of non-limitation, such as "without limitation", or "but not limited to", are used with reference thereto, but rather shall be deemed to refer to all other items that could reasonably fall within the broadest scope of such statements, terms or matters. (B) The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this ECR. Capitalized terms are also selected only for convenience and do not necessarily have any connection to the meaning that might otherwise be to such term in a context outside of this ECR. (C) Invalidity of any of the provisions contained in this ECR, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

Section 6. Not a Public Dedication. Nothing herein contained shall be deemed to be a

gift or dedication of any portion of the Development or of any Lot or portion thereof to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any Party hereto shall inure to the benefit of any third-party Person, nor shall any third-party Person be deemed to be a beneficiary of any of the provisions contained herein.

Section 7. ECR Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this ECR shall (i) entitle any Party to cancel, rescind, or otherwise terminate this ECR, or (ii) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of the Development. However, such limitation shall not affect in any manner any other rights or remedies which a Party may have hereunder by reason of any such breach.

Section 8. Governing Law. This Agreement shall be governed by the laws of the State of Georgia.


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DECLARANT SIGNATURE PAGE
FOR
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

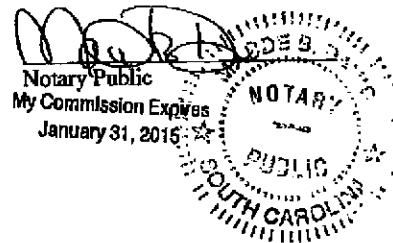
IN WITNESS WHEREOF, the undersigned has caused this ECR to be executed
effective as of the day and year first above written.

CUMMING TRAMMEL, LLC

Signed, sealed and delivered
in the presence of:

By: 
Title: Philip J. Wilson
Attest: W. Fred Wilson
Title: Member


Witness





SUBORDINATION AND CONSENT OF LIENHOLDER TO
OPERATION, RESTRICTION AND EASEMENT AGREEMENT

State Bank & Trust Company (as successor in interest to The Buckhead Community Bank d/b/a The Forsyth Community Bank) ("Lender"), as beneficiary of that certain Deed to Secure Debt and Security Agreement recorded in Book 5234, page 626 of the official records of Forsyth County, Georgia (the "Security Deed"); as assignee under that certain Assignment of Leases and Rents recorded in Book 5234, page 641 of the official records of Forsyth County, Georgia (the "Assignment"); as creditor under that certain UCC-1 Financing Statement recorded in Book 5234, page 651 of the official records of Forsyth County, Georgia and as creditor under that certain UCC-1 Financing Statement bearing No. 58-2008-1676 filed September 26, 2008 in the official records of Forsyth County, Georgia (collectively, the "Financing Statement") does hereby subordinate the lien of the Security Deed, the Assignment, and the Financing Statement, and consents to, approves, and acknowledges the execution, delivery and recording of the foregoing Declaration of Easements, Covenants and Restrictions (the "ECR"). Lender does further agree that if it shall ever succeed to Cumming Trammel, LLC's title in and to the property of Cumming Trammel, LLC affected by the ECR whether by way of foreclosure of the Security Deed, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights and privileges created in the ECR and shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights and privileges. This Subordination Agreement is not intended to relate to any amendments or modifications to the ECR unless otherwise consented to or agreed upon by Lender. This consent shall inure to the benefit of Cumming Trammel, LLC, its successors and assigns, and shall be binding upon the undersigned, and its successors and assigns.

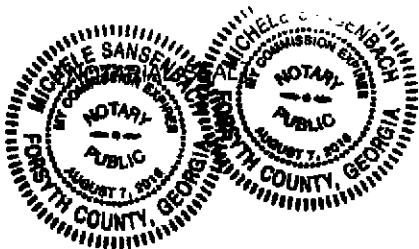
IN WITNESS WHEREOF, the undersigned has duly executed and sealed this Subordination and Consent of Lienholder this 28th day of February, 2014.

Signed, sealed, and delivered
in the presence of:


Unofficial Witness



Notary Public

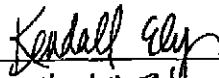
My Commission expires: 8/7/16



GRANTOR:

STATE BANK AND TRUST COMPANY,
a Georgia bank, as assignee of the FDIC, as
Receiver for The Buckhead Community Bank
d/b/a The Forsyth Community Bank

By: 
Print Name: Bethany Hill
Title: Vice President

Attest: 
Print Name: Kendall Ely
Title: Vice President

(CORPORATE SEAL)



**SUBORDINATION AND CONSENT OF LIENHOLDER TO
OPERATION, RESTRICTION AND EASEMENT AGREEMENT**

The Brand Banking Company ("Lender"), as beneficiary of that certain Deed to Secure Debt and Security Agreement recorded in Book 6899, page 553 of the official records of Forsyth County, Georgia (the "Security Deed"); as assignee under that certain Assignment of Leases and Rents recorded in Book 6899, page 582 of the official records of Forsyth County, Georgia (the "Assignment"); as creditor under that certain UCC-1 Financing Statement recorded in Book 6899, page 594 of the official records of Forsyth County, Georgia (the "Financing Statement") does hereby subordinate the lien of the Security Deed, the Assignment, and the Financing Statement, and consents to, approves, and acknowledges the execution, delivery and recording of the foregoing Declaration of Easements, Covenants and Restrictions (the "ECR"). Lender does further agree that if it shall ever succeed to Cumming Trammel, LLC's title in and to the property of Cumming Trammel, LLC affected by the ECR whether by way of foreclosure of the Security Deed, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights and privileges created in the ECR and shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights and privileges. This consent shall inure to the benefit of Cumming Trammel, LLC, its successors and assigns, and shall be binding upon the undersigned, and its successors and assigns.


IN WITNESS WHEREOF, the undersigned has duly executed and sealed this Subordination and Consent of Lienholder this _____ day of _____, 2014.

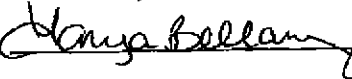
Signed, sealed, and delivered
in the presence of:

GRANTOR:

THE BRAND BANKING COMPANY


Unofficial Witness

By: 
Print Name: Sheila L. Stolorone
Title: Senior Vice President



Notary Public

My Commission expires:
7-31-17

[NOTARIAL SEAL]

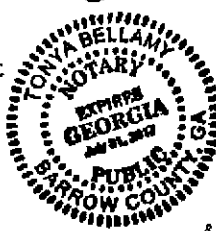


EXHIBIT "A"**TRACT NO. 1**

All that certain piece, parcel or tract of land, situate, lying and being in Forsyth County, State of Georgia, containing 6.316 acres, more or less, designated at TRACT NO. 1 on that certain Minor Plat Application for Cumming Trammel, LLC by Georgia Civil Engineering Landscape Architecture Land Surveying, dated September 17, 2013 and recorded in Book 140, Page 195, Forsyth County, GA Clerk of Superior Court.

TRACT NO. 2

All that certain piece, parcel or tract of land, situate, lying and being in Forsyth County, State of Georgia, containing 1.922 acres, more or less, designated at TRACT NO. 2 on that certain Minor Plat Application for Cumming Trammel, LLC by Georgia Civil Engineering Landscape Architecture Land Surveying, dated September 17, 2013 and recorded in Book 140, Page 195, Forsyth County, GA Clerk of Superior Court.

EXHIBIT "B"

SITE PLAN SHOWING THE CRITICAL ACCESS DRIVES

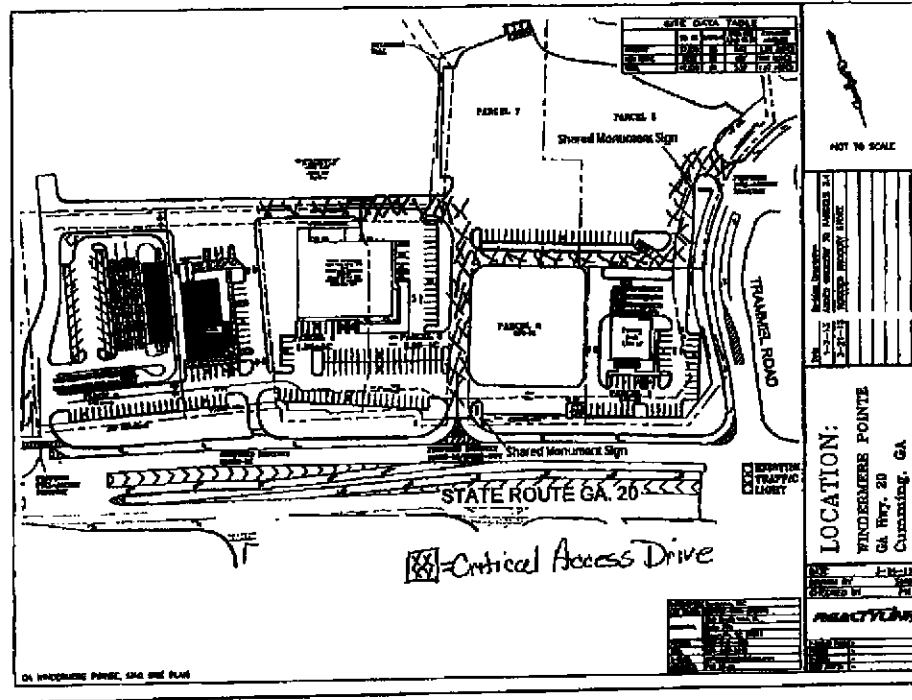


EXHIBIT "C"**Use Restrictions**

For and during the terms of the Aldi Lease, no portion of Tract No. 1 shall be owned, controlled, leased, used or occupied for:

1. the outdoor display, sale or storage of seasonal merchandise (Christmas trees, pumpkins, flowers, etc.); and/or the temporary or periodic (i.e., not permanent) outdoor display, sale or storage of merchandise (art work, novelties, clothing, etc.);
2. adult book store or any establishment selling or exhibiting pornographic materials;
3. a school, academy or learning center having more than twenty students at any one time;
4. nightclub, discotheque or dance hall;
5. a lot for the sale of used automobiles;
6. a "Good Will" or "Salvation Army" type store;
7. a church or other place of worship;
8. an abortion clinic;
9. medical marijuana dispensary;
10. a pawn shop;
11. no flashing neon signs may be placed in the window or on any buildings or on any poles located on the property;
12. gasoline station;
13. a gym or health club facility in excess of 5,000 square feet such as Gold's Gym, World Gym, or Lifetime Fitness;
14. an auto repair shop;
15. a pet store, except that a national pet supply store (like a Petsmart or Petco) that sells some live pets shall be permitted; or
16. a store dedicated to the sale of tobacco products

REALTYLINK LLC
SUITE 300
550 S MAIN STREET
GREENVILLE SC 29601

Return to:
Graybill & Lunsche, LLC
2721 Devins Street
Columbia, South Carolina 29206
Attn: Ryan W. Newton

Doc ID: 014095980010 Type: CLR
Recorded: 04/10/2014 at 11:06:51 AM
Fee Amt: \$28.00 Page 1 of 10
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6997 PG 733-742

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STATE OF GEORGIA) SIGN PANEL DESIGNATION SUPPLEMENT
) TO OPERATION, RESTRICTION AND EASEMENT
) AGREEMENT
COUNTY OF FORSYTH) (Book 5718, Page 333)

THIS SIGN PANEL DESIGNATION SUPPLEMENT TO OPERATION, RESTRICTION AND EASEMENT AGREEMENT (the "Supplement") is made and entered into this 08th day of February, 2014, by CUMMING TRAMMEL, LLC, a South Carolina limited liability company ("Declarant").

WHEREAS, Declarant previously entered into that certain Operation, Restriction and Easement Agreement dated as of July 1, 2010, recorded in the Office of the Clerk of Superior Court for Forsyth County, Georgia, on July 1, 2010 in Book 5718 at page 333 (the "OREA"), which imposed certain covenants, restrictions and easements upon certain real property located in Forsyth County, Georgia, more particularly described in the OREA (the "Development"); and

WHEREAS, Declarant subdivided and sold the Bank Lot (as defined in the OREA) to JPMorgan Chase Bank, N.A., which Bank Lot is more fully described on Exhibit "A" to this Supplement, attached hereto and incorporated herein by this reference (the "Bank Lot");

WHEREAS, Declarant subdivided and sold an approximately 1.00 acre lot to Soonyoang, which lot is more fully described on Exhibit "B" to this Supplement, attached hereto and incorporated herein by this reference ("Lot 5");

WHEREAS, Declarant subdivided and sold an approximately 1.607 acre lot to Car Wash, which lot is more fully described on Exhibit "C" to this Supplement, attached hereto and incorporated herein by this reference ("Lot 6");

WHEREAS, Declarant has subdivided and ground leased an approximately 1.97 acre lot out of the Development to Aldi, which lot is more fully described on Exhibit "D" to this Supplement, attached hereto and incorporated herein by this reference (the "Aldi Lot");

WHEREAS, Declarant continues to own the remainder of the Development not part of the Bank Lot, Lot 5, Lot 6 and the Aldi Lot, and remains the Declarant as defined in the Declaration; and

WHEREAS, Declarant has constructed two shared monument signs at the Development; and

WHEREAS, Declarant desires to memorialize the approved sign panel locations for the Lots allocated as of the date of this Supplement.

1. **Recitals.** The above-referenced recitals are incorporated herein by reference.

3. Monument Sign Panel Designations. Declarant hereby agrees and confirms the following panel designations for the following Lots on the Monument Signs currently located in the Development:

(1) **Westbound Traffic:**
 -Top Right-Bank Lot
 -Top Left- Lot 5
 -Bottom Right-Aldi Lot
 -Bottom Left-Undesignated

(2) **Eastbound Traffic:**
 -Top Right-Lot 5
 -Top Left-Bank Lot
 -Bottom Right-Undesignated
 -Bottom Left-Aldi Lot

(1) **Southbound Traffic:**
 -Top Right-Lot 5
 -Top Left-Bank Lot
 -Middle Right-Lot 6
 -Middle Left-Aldi Lot
 -Bottom Right-Undesignated
 -Bottom Left-Undesignated

(2) **Northbound Traffic:**
 -Top Right-Bank Lot
 -Top Left-Lot 5
 -Middle Right-Aldi Lot
 -Middle Left-Lot 6
 -Bottom Right-Undesignated
 -Bottom Left-Undesignated

5. **Legal Effect.** All of the covenants, representations, terms, and conditions of the OREA remain in full force and effect, except as specifically supplemented herein.

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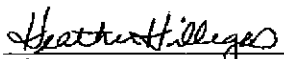
*SIGNATURE PAGE TO
SIGN PANEL DESIGNATION SUPPLEMENT TO OPERATION, RESTRICTION AND EASEMENT
AGREEMENT*

IN WITNESS WHEREOF, Declarant has caused this Supplement to be executed effective as of the day and year first above written.

CUMMING TRAMMEL, LLC

Signed, sealed and delivered
in the presence of:

By: 
Philip J. Wilson, Manager


Witness


Notary Public

My Commission Expires:
January 31, 2015

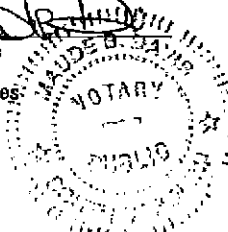


Exhibit "A"

Bank Lot

LEGAL DESCRIPTION:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 428 & 429, 2ND DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE COMMON CORNER OF LAND LOTS 428, 428.438 & 43; THENCE NORTH 80°32'42" EAST ALONG THE EAST LINE OF LAND LOT 428, A DISTANCE OF 383.22 FEET TO A POINT; THENCE NORTH 00°54'02" EAST ALONG THE EAST LINE OF LAND LOT 428, A DISTANCE OF 223.30 FEET TO A POINT; THENCE NORTH 00°34'02" EAST ALONG THE EAST LINE OF LAND LOT 428, A DISTANCE OF 180.72 FEET TO A POINT; THENCE SOUTH 29°52'38" WEST, A DISTANCE OF 39.79 FEET TO A ½ INCH REBAR SET AT THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING THUS ESTABLISHED, RUN THENCE NORTH 83°07'32" WEST, A DISTANCE OF 188.74 FEET TO A ½ INCH REBAR SET ON THE SOUTHEAST RIGHT OF WAY OF TRAMMEL ROAD (82' RW); THENCE FOLLOWING SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 288.62 FEET, AN ARC DISTANCE OF 33.86 FEET, BEING SUBTENDED BY A CHORD OF NORTH 31°52'02" EAST, 53.86 FEET TO A ½ INCH REBAR FOUND; THENCE ALONG SAID RIGHT OF WAY NORTH 59°07'28" EAST A DISTANCE OF 3.18 FEET TO A ½ INCH REBAR FOUND; THENCE FOLLOWING SAID RIGHT OF WAY NORTH 08°04'13" WEST A DISTANCE OF 2.18 FEET TO A ½ INCH REBAR FOUND; THENCE FOLLOWING SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 288.62 FEET, AN ARC DISTANCE OF 48.83 FEET, BEING SUBTENDED BY A CHORD OF NORTH 21°54'24" EAST, A DISTANCE OF 48.84 FEET TO A ½ INCH REBAR FOUND; THENCE FOLLOWING SAID RIGHT OF WAY NORTH 18°43'43" EAST, A DISTANCE OF 30.11 FEET TO A ½ INCH REBAR FOUND; THENCE FOLLOWING SAID RIGHT OF WAY, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 388.67 FEET, AN ARC DISTANCE OF 48.86 FEET, BEING SUBTENDED BY A CHORD OF NORTH 29°16'17" EAST, A DISTANCE OF 48.86 FEET TO A ½ INCH REBAR FOUND AT THE SOUTHWEST END OF THE MITERED RIGHT OF WAY; THENCE FOLLOWING SAID MITER NORTH 73°04'28" EAST, A DISTANCE OF 62.33 FEET TO A ½ INCH REBAR FOUND ON THE RIGHT OF WAY STATE ROUTE 29; THENCE FOLLOWING SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 771.48 FEET, AN ARC DISTANCE OF 11.86 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 53°03'28" EAST, A DISTANCE OF 11.86 FEET TO A ½ INCH REBAR SET; THENCE FOLLOWING SAID RIGHT OF WAY SOUTH 52°37'51" EAST, A DISTANCE OF 20.28 FEET TO A ½ INCH REBAR SET; THENCE FOLLOWING SAID RIGHT OF WAY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 771.48 FEET, AN ARC DISTANCE OF 88.08 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 83°14'41" EAST, A DISTANCE OF 88.08 FEET TO A ½ INCH REBAR SET; THENCE FOLLOWING SAID RIGHT OF WAY, ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 771.48 FEET, AN ARC DISTANCE OF 87.81 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 47°47'02" EAST, A DISTANCE OF 87.81 FEET TO A ½ INCH REBAR SET; THENCE LEAVING SAID RIGHT OF WAY SOUTH 36°52'28" WEST, A DISTANCE OF 235.85 FEET TO A ½ INCH REBAR SET AT THE TRUE POINT OF BEGINNING, SAID TRACT CONTAINING 0.995 ACRES OR 43,322.71 SQUARE FEET.

The foregoing property contains 0.995 acres and is described according to that certain Plat of Survey Minor Plat # 100027 dated March 26, 2010, prepared by Shirey, Nelson and Associates, Inc., bearing the seal and certification of Stephen B. Nelson, Georgia Registered Land Surveyor No. 2924, recorded in Plat Book 128, Page 125, Forsyth County, Georgia records, which survey is incorporated herein by this reference.

Exhibit "B"

Lot 5

ALL THAT TRACT or parcel of land lying and being in Land Lot 429, 2nd District, 1st Section, of Forsyth County, Georgia, and more particularly described as follows:

COMMENCE at an iron pin found located at the common corner of Land Lots 428, 429, 436 and 437, in the 2nd District, 1st Section, of Forsyth County, Georgia; thence run along and coincident with the Land Lot line common to said Land Lots 428 and 429 North 00 degrees 35 minutes 42 seconds West, a distance of 393.22 feet to an iron pin found, thence leave the Land Lot line common to said Land Lots 428 and 429 and run North 39 degrees 33 minutes 08 seconds East, a distance of 190.14 feet to an iron pin set, thence run South 53 degrees 13 minutes 08 seconds East, a distance of 99.38 feet to an iron pin found, thence run South 55 degrees 39 minutes 42 seconds East, a distance of 137.03 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence run North 35 degrees 15 minutes 15 seconds East, a distance of 171.98 feet to an iron pin set, thence run North 30 degrees 00 minutes 03 seconds East, a distance of 130.00 feet to an iron pin set on the southwesterly right-of-way of Georgia State Route 20, aka Buford Highway (right-of-way varies), thence run southeasterly along and coincident with the southwesterly right-of-way of Georgia State Route 20 South 60 degrees 02 minutes 59 seconds East, a distance 136.69 feet to an iron pin set, thence leaving said right-of-way run South 29 degrees 50 minutes 14 seconds West, a distance of 313.05 feet to an iron pin set, thence run North 55 degrees 39 minutes 42 seconds West, a distance of 153.77 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING.

The foregoing property contains 1.00 acres and is described according to that certain Plat of Survey Minor Plat # 100068 dated March 26, 2010, last revised November 4, 2010, prepared by Shirey, Nelson and Associates, Inc., bearing the seal and certification of Stephen B. Nelson, Georgia Registered Land Surveyor No. 2924, recorded in Plat Book 129, Page 236, Forsyth County, Georgia records, which survey is incorporated herein by this reference.

Exhibit "C"

Lot 6

ALL THAT TRACT or parcel of land lying and being in Land Lot 429, 2nd District, 1st Section, of Forsyth County, Georgia, and more particularly described as follows:

COMMENCE at an iron pin found located at the common corner of Land Lots 428, 429, 436 and 437, in the 2nd District, 1st Section, of Forsyth County, Georgia; thence run along and coincident with the Land Lot line common to said Land Lots 428 and 429 North 00 degrees 35 minutes 42 seconds East, a distance of 393.22 feet to an iron pin found, thence leave the Land Lot line common to said Land Lots 428 and 429 and run North 39 degrees 33 minutes 08 seconds East, a distance of 190.14 feet to an iron pin set, thence run South 53 degrees 13 minutes 08 seconds East, a distance of 99.38 feet to an iron pin found, thence run South 55 degrees 39 minutes 42 seconds East, a distance of 137.03 feet to an iron pin set, thence run South 55 degrees 39 minutes 42 seconds East, a distance of 153.77 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING. FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence run North 29 degrees 50 minutes 14 seconds East, a distance of 313.05 feet to an iron pin set on the southwesterly right-of-way of Georgia State Route 20, aka Buford Highway (right-of-way varies), thence run southeasterly along and coincident with the southwesterly right-of-way of Georgia State Route 20 South 60 degrees 02 minutes 59 seconds East, a distance 156.38 feet to an iron pin set, thence run southeasterly along and coincident with the southwesterly right-of-way of Georgia State Route 20 South 59 degrees 37 minutes 02 seconds East, a distance of 63.64 feet to an iron pin set, thence leaving said right-of-way run South 30 degrees 35 minutes 17 seconds West, a distance of 329.10 feet to an iron pin set, thence run North 55 degrees 39 minutes 42 seconds West, a distance of 216.37 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING.

The foregoing property contains 1.607 acres and is described according to that certain Plat of Survey Minor Plat # 100068 dated March 26, 2010, last revised November 4, 2010, prepared by Shirey, Nelson and Associates, Inc., bearing the seal and certification of Stephen B. Nelson, Georgia Registered Land Surveyor No. 2924, recorded in Plat Book 129, Page 236, Forsyth County, Georgia records, which survey is incorporated herein by this reference.

Exhibit "D"

Aldi Lot

All that certain piece, parcel or tract of land, situate, lying and being in Forsyth County, State of Georgia, containing 1.922 acres, more or less, designated as TRACT NO. 2 on that certain Minor Plat Application for Cumming Trammel, LLC by Georgia Civil Engineering Landscape Architecture Land Surveying, dated September 17, 2013 and recorded in Book 140, Page 195, Forsyth County, GA Clerk of Superior Court.

Exhibit "E"

Buford Highway Sign

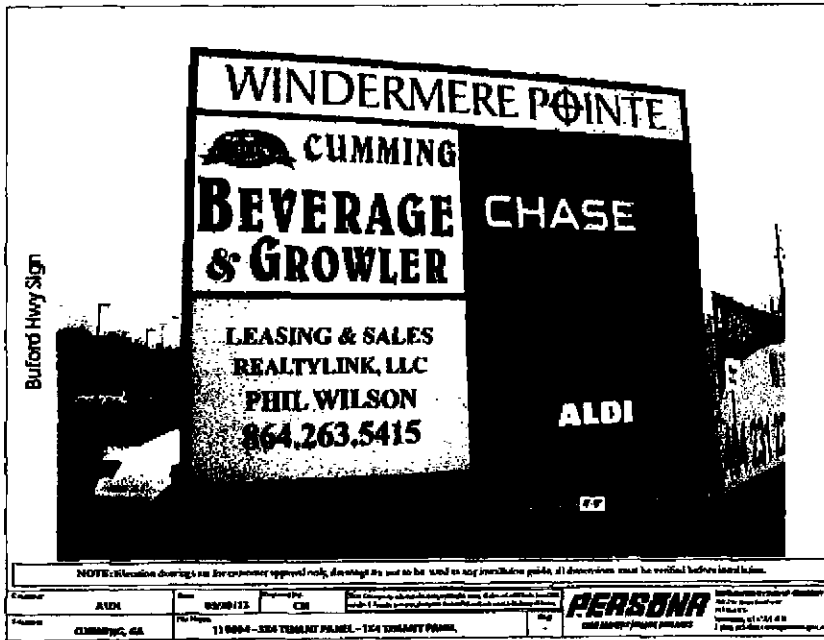
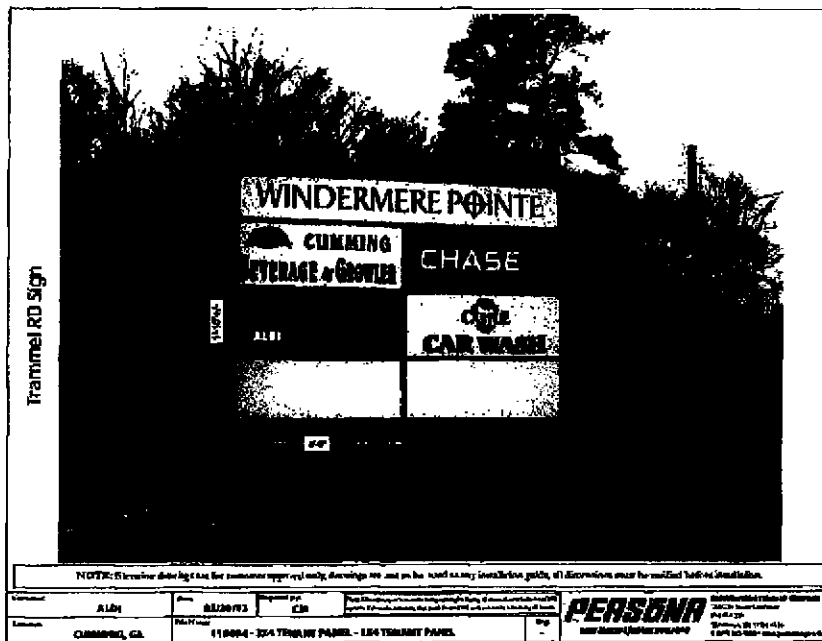


Exhibit "F"

Trammel Road Sign



Doc ID: 012900870004 Type: GLR
Recorded: 04/26/2012 at 03:26:11 PM
Fee Amt: \$18.00 Page 1 of 4
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6267 pg 419-422

Ret
After recording, return to:
Law Offices of Chris R. Shaw, PC
2415 State Barn Road
Suite 205
Cumming, GA 30040

Note to Clerk: Please Cross-
Reference to Deed Book 5842,
Pages 709-725

The above space is reserved for recording purposes.

ASSIGNMENT OF RECIPROCAL EASEMENT AND COST SHARING AGREEMENT

THIS ASSIGNMENT OF RECIPROCAL BASEMENT AND COST SHARING AGREEMENT (the "Assignment") is made this 20th day of April, 2012, between HERITAGEBANK OF THE SOUTH (the "Seller"), and PMR 77, LLC, a Georgia limited liability company (the "Purchaser").

WITNESSETH:

Purchaser has, as of the date hereof, purchased from Seller, the real property (the "Property") described on Exhibit "A" attached hereto and by this reference made a part hereof. As part of that purchase, Seller has agreed to assign to Purchaser, and Purchaser has agreed to assume from Seller, those rights, duties and obligations contained in that Reciprocal Easement and Cost Sharing Agreement dated November 29, 2010, by and between Cumming Trammel, LLC, a South Carolina limited liability company and Heritagebank of the South, recorded in Deed Book 5842, page 709, Forsyth County, Georgia records (the "Agreement").

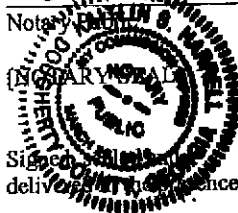
NOW, THEREFORE, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree and/or affirmatively state as follows:

1. Seller has not encumbered, pledged or assigned Seller's interest in and to the Property.
2. Seller has the full right, power and authority to bargain, sell, convey, transfer and assign to Purchaser all of Seller's rights, duties and obligations contained in the Agreement, together with any and all singular rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use and benefit of the Property.
3. Seller, to the best of its knowledge, is in no way in default under any of the terms and/or conditions of the Agreement.

4. This Assignment shall bind, and inure to the benefit of, Purchaser and their respective successors and assigns. Purchaser agrees to be bound to all terms and conditions contained in the original Agreement between the Seller and Cumming Trammel, LLC. Purchaser agrees to indemnify and hold Seller harmless for any and all claims, demands, causes of actions, or any other costs whatsoever arising as a result of the Agreement, after the date of this Assignment. This Assignment shall be effective as of the day and year first above written.

Signed, sealed and
delivered in the presence of:

Alfred D. Mansfield
Unofficial Witness
William H. Harkel



Signed, sealed and
delivered in the presence of:

Unofficial Witness

Notary Public

[NOTARY SEAL]

SELLER:
HERITAGEBANK OF THE SOUTH

By: [Signature]
Printed Name: Joseph W. Shiver
Title: VP

[BANK SEAL]

PURCHASER:
PMR 77, LLC

By: _____
Printed Name: _____
Title: _____

[BANK SEAL]

4. This Assignment shall bind, and inure to the benefit of, Purchaser and their respective successors and assigns. Purchaser agrees to be bound to all terms and conditions contained in the original Agreement between the Seller and Cumming Trammel, LLC. Purchaser agrees to indemnify and hold Seller harmless for any and all claims, demands, causes of actions, or any other costs whatsoever arising as a result of the Agreement, after the date of this Assignment. This Assignment shall be effective as of the day and year first above written.

Signed, sealed and
delivered in the presence of:

SELLER:
HERITAGEBANK OF THE SOUTH

Unofficial Witness

By: _____
Printed Name: _____
Title: _____

Notary Public

[NOTARY SEAL]

[BANK SEAL]

Signed, sealed and
delivered in the presence of:

PURCHASER:
PMR 77, LLC

Unofficial Witness

By: [Signature]
Printed Name: Shawn R. Shaw
Title: Manager

Notary Public

[NOTARY SEAL]

[BANK SEAL]

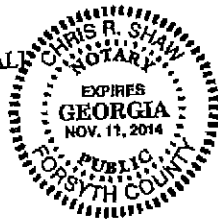


EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 429, 430, 435, 436 and 502 of the 2nd District, Forsyth County, Georgia and being more particularly described as follows:

To Find the POINT OF BEGINNING, commence at the Northwest inter intersection of Georgia State Route 20 (aka Buford Highway, variable R/W) and Trammel Road (aka County Road 75, variable R/W); thence North 74°12'32" East, 92.33 feet to a point on the Southerly R/W of Georgia State Route 20; Thence, along the aforesaid R/W the following courses and distances: South 52°57'40" East, 194.77 feet to a point; thence, South 54°10'35" East, 132.48 feet to a point; thence, South 35°19'53" West, 15.00 feet to a point; thence, South 55°03'49" East, 111.31 feet to a point; thence, South 55°19'25" East, 89.72 feet to a point; thence, South 34°40'30" West, 20.00 feet to a point; thence, South 58°54'56" East, 298.93 feet to a point; thence, South 58°28'59" East, 66.58 feet to a point; thence, leaving said Right of Way and running South 30°35'03" West, 325.28 feet to the POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING South 30°35'03" West, 171.46 feet to a metal fence post found; thence, South 58°24'57" East, 345.88 feet to a point; thence, South 58°24'57" East, 55.29 feet to a point; thence, North 30°31'08" East, 57.00 feet to a point; thence, North 58°24'52" West, 27.84 feet to a point; thence, North 56°25'47" East, 33.26 feet to a point; thence, North 31°20'45" East, 250.26 feet to a 1" open top pipe found; thence, North 29°40'08" East, 148.15 feet to a point on the Southerly R/W of Georgia State Route 20; thence, South 51°32'13" East, 150.83 feet to a point; thence, North 38°27'46" East, 11.27 feet to a point; thence, along the arc of a curve, deflecting to the right, having a radius of 5679.70 feet and a chord bearing and distance of South 51°03'22" East, 183.98 feet to a point; thence, leaving said R/W and running: South 33°37'32" West, 629.38 feet to a 1" open top pipe found; thence, South 89°56'06" East, 398.06 feet to a 3" crimp top pipe found; thence, South 09°55'20" East, 159.91 feet to the Northwestern R/W of holly Court (apparent 60' R/W); thence, continuing along Said R/W South 48°43'49" West, 129.14 feet to a 1" open top pipe found; thence, South 50°12'26" West, 201.68 feet to a ¾" crimp top pipe found; thence, South 38°23'44" West, 141.54 feet to a point; thence, South 33°31'09" West, 95.85 feet to a point; thence, South 44°07'40" West, 47.82 feet to a point; thence, North 01°17'33" East, 104.02 feet to a ½" rebar found; thence, South 89°16'46" West, 1013.69 feet to a 1" crimp top pipe found; thence, North 00°46'17" West, 295.96 feet to a point; North 01°32'57" West, 673.99 feet to a ½" rebar found at the corner common to Land Lots 428, 429, 436 and 437; thence, North 00°36'30" East, 393.29 feet to a ½" open top pipe found; thence, North 39°30'34" East, 189.87 feet to a 1 ½" open top pipe found; thence, South 53°24'07" East, 99.39 feet to a wood stake in 5" concrete pipe; thence, South 55°39'23" East, 507.18 feet to the POINT OF BEGINNING.

As shown on ALTA/ACSM Land Title Survey for CK Atlanta 1, LLC, First City Bank, and First American Title, prepared by Patrick P. Num, Georgia Registered Land Surveyor No. 2860 of Georgia Professional Land Surveying, LLC, dated September 13, 2005, last revised April 17, 2006.

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in land lots 428 & 429 of the 2nd district, 1st Section of Forsyth county, Georgia and being more particularly decibed as follows;

To find THE TRUE POINT OF BEGINNING, begin at the Land Lot corner common to Land Lots 428,429,436 and 437, Thence Noth 00 degrees 33 minutes 19 seconds East a distance of 77.29 feet to a point located in the centerline of creek, said point beint THE TRUE POINT OF BEGINNING;

Thence along the aforesaid centerline creek for the following courses and distances;

Thence South 87 degrees 44 minutes 32 seconds West a distance of 8.68 feet to a point;

Thence North 54 degrees 53 minutes 32 seconds West a distance of 14.52 feet to a point;

Thence North 74 degrees 12 minutes 02 seconds West a distance of 10.93 feet to a point;

Thence South 70 degrees 25 minutes 54 seconds West a distance of 4.24 feet to a point;

Thence South 33 degrees 33 minutes 55 seconds West a distance of 6.60 feet to a point;

Thence South 87 degrees 58 minutes 35 seconds West a distance of 13.19 feet to a point;

Thence North 51 degrees 34 minutes 46 seconds West a distance of 8.97 feet to a point;

Thence North 17 degrees 55 minutes 42 seconds West a distance of 15.20 feet to a point;

Thence North 62 degrees 26 minutes 07 seconds West a distance of 50.09 feet to a point;

Thence South 89 degrees 24 minutes 45 seconds West a distance of 23.58 feet to a point;

Thence North 41 degrees 41 minutes 52 seconds West a distance of 10.22 feet to a point;

Thence North 36 degrees 54 minutes 54 seconds West a distance of 14.01 feet to a point;

Thence North 70 degrees 55 minutes 02 seconds West a distance of 15.96 feet to a point;

Thence North 79 degrees 21 minutes 53 seconds West a distance of 12.78 feet to a point;

Thence South 54 degrees 15 minutes 51 seconds West a distance of 32.60 feet to a point;

Thence South 72 degrees 41 minutes 43 seconds West a distance of 19.94 feet to a point;

Thence North 77 degrees 29 minutes 15 seconds West a distance of 19.21 feet to a point;

Thence North 49 degrees 57 minutes 20 seconds West a distance of 22.05 feet to a point;

Thence North 32 degrees 30 minutes 57 seconds West a distance of 30.09 feet to a point;

Thence North 12 degrees 03 minutes 19 seconds West a distance of 15.18 feet to a point;

Thence North 37 degrees 12 minutes 59 seconds West a distance of 18.09 feet to a point;
Thence North 18 degrees 30 minutes 29 seconds West a distance of 29.17 feet to a point;
Thence North 03 degrees 19 minutes 15 seconds East a distance of 24.14 feet to a point;
Thence North 29 degrees 52 minutes 23 seconds East a distance of 21.79 feet to a point;
Thence North 13 degrees 22 minutes 02 seconds East a distance of 26.55 feet to a point;
Thence North 28 degrees 36 minutes 10 seconds East a distance of 50.17 feet to a point;
Thence North 13 degrees 33 minutes 26 seconds East a distance of 23.03 feet to a point;
Thence North 23 degrees 06 minutes 13 seconds East a distance of 16.16 feet to a point;
Thence North 39 degrees 41 minutes 25 seconds East a distance of 27.87 feet to a point;
Thence North 00 degrees 05 minutes 42 seconds West a distance of 30.74 feet to a point;
Thence North 14 degrees 53 minutes 51 seconds West a distance of 23.09 feet to a point;
Thence North 31 degrees 22 minutes 30 seconds West a distance of 31.30 feet to a point;
Thence North 40 degrees 58 minutes 52 seconds West a distance of 15.50 feet to a point;
Thence North 09 degrees 34 minutes 43 seconds East a distance of 10.00 feet to a point;
Thence North 35 degrees 01 minutes 07 seconds West a distance of 32.55 feet to a point;
Thence North 18 degrees 33 minutes 26 seconds East a distance of 9.98 feet to a point;
Thence North 28 degrees 48 minutes 44 seconds West a distance of 38.45 feet to a point;
Thence North 61 degrees 13 minutes 25 seconds West a distance of 21.19 feet to a point;
Thence North 54 degrees 18 minutes 42 seconds West a distance of 16.41 feet to a point;
Thence North 27 degrees 26 minutes 29 seconds West a distance of 20.45 feet to a point;
Thence North 37 degrees 39 minutes 34 seconds West a distance of 30.26 feet to a point;
Thence North 60 degrees 00 minutes 38 seconds West a distance of 26.44 feet to a point;
Thence North 45 degrees 28 minutes 50 seconds West a distance of 21.65 feet to a point;
Thence North 63 degrees 41 minutes 51 seconds West a distance of 10.98 feet to a point;
Thence North 58 degrees 01 minutes 54 seconds West a distance of 8.89 feet to a point;
Thence North 28 degrees 40 minutes 29 seconds East a distance of 84.71 feet to a point, leaving the
aforesaid centerline of creek to a point on the southern right of way of Trammel Road;
Thence along the southern right of way of Trammel Road the following (1) course and distance,

Thence with a curve turning to the left with an arc length of 247.80 feet, a radius of 268.92 feet, a chord bearing of North 61 degrees 51 minutes 42 seconds East, a chord length of 239.13 feet to a 1/2" re bar found;

Thence South 53 degrees 07 minutes 41 seconds East a distance of 168.94 feet to a point leaving aforesaid right of way;

Thence North 36 degrees 51 minutes 42 seconds East a distance of 2.71 feet to a PK found;

Thence South 53 degrees 06 minutes 24 seconds East a distance of 209.05 feet to a point;

Thence South 36 degrees 57 minutes 15 seconds West a distance of 89.73 feet to a PK found;

Thence South 53 degrees 12 minutes 00 seconds East a distance of 32.59 feet to a PK found;

Thence South 39 degrees 34 minutes 15 seconds West a distance of 190.01 feet to a 1/2" open top pipe found;

Thence South 00 degrees 33 minutes 19 seconds West a distance of 315.93 feet to a point in the centerline of a creek, Said point being THE TRUE POINT OF BEGINNING.

Said Tract Having an area of 225,952.92 Square Feet, 5.187 Acres



NOTIFY FORSYTH COUNTY
UTILITY LOCATIONS BEFORE THE
BEGINNING OF ANY CONSTRUCTION (770) 781-2165

LIBRIS Protection Center, Inc.
811 or 1-800-282-7411
www.georgia811.com

See sheet 10101
Call before you dig.

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SITE PLANNING

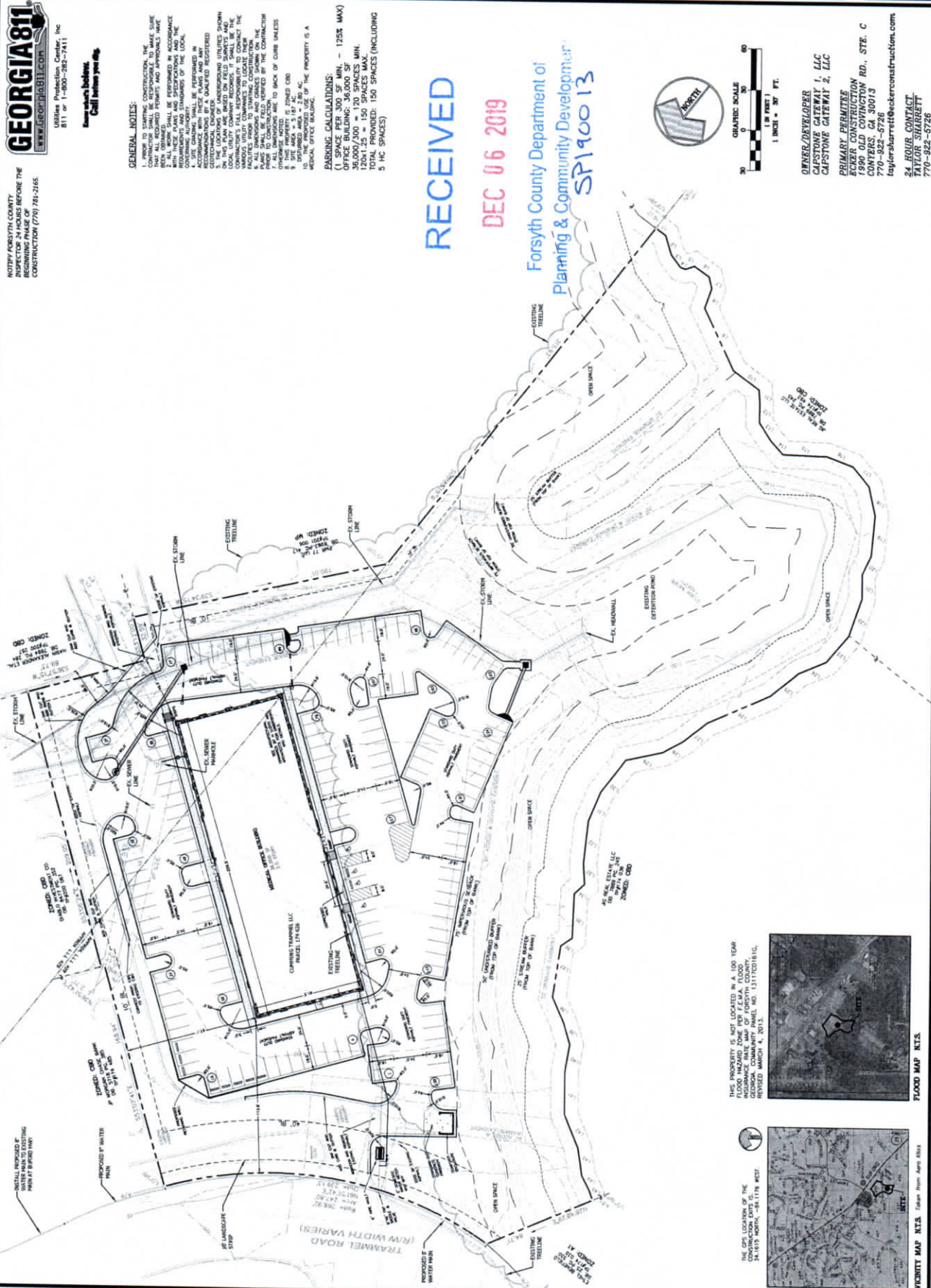
DAY
DESIGN
GROUP, Inc.

1725 TRAMMEL RD., FORTYTH COUNTY, GEORGIA
TAYLOR, GA 30013
(770) 771-6576
www.daydesigngroup.com

SKETCH PLAT
FOR
TRAMMEL ROAD MOB
PROPOSED MEDICAL OFFICE
LOCATED IN
TAYLOR, GA 30013
1725 TRAMMEL RD., FORTYTH COUNTY, GEORGIA

NO.	DATE	REVISIONS

DATE: 12/05/19
DRAWN BY: BMD/17
JOB NO.: 19-117
SHEET
1
1
1



RECEIVED

DEC 06 2019

Forsyth County Department of
Planning & Community Development
SP190013



GRAPHIC SCALE
1 INCH = 20' FT.
0 10 20 30 40 50 60

OWNER/DEVELOPER
CAPESTONE GATEWAY 1, LLC
CAPESTONE GATEWAY 2, LLC
PRIMARY PERMITTEE
ECKER CONSTRUCTION
1990 OLD CONVENTION RD., STE. C
CONTERS, GA 30013
770-922-5726
taylorsharrett@eckercorstruction.com
24 HOUR CONTACT
TAYLOR SHARRETT
770-922-5726

THIS PROPERTY IS NOT LOCATED IN A 100 YEAR
FLOOD ZONE. THE FLOOD ZONE MAP OF FORTYTH COUNTY,
GEORGIA, SHOWS THE PROPERTY IS NOT IN A
FLOOD ZONE. REVISED MARCH 4, 2019.



FLOOD MAP KTS

THE SITE LOCATION OF THE
PROPERTY IS LOCATED AT
24.615 NORTH, -84.178 WEST.



VELOCITY MAP KTS

