



SANDY SPRINGS

GEORGIA

CITY COUNCIL

Rusty Paul, Mayor

John Paulson – District 1
Steve Soteres – District 2
Chris Burnett – District 3
Jody Reichel – District 4
Tibby DeJulio – District 5
Andy Bauman – District 6

Tuesday, April 7, 2020

Regular Meeting

6:00 p.m.

The April 7, 2020 City Council Regular Meeting will broadcast live at spr.gs/council4720.

I. Call to Order - Mayor Rusty Paul

II. Roll Call and General Announcements - Raquel D. Gonzalez, City Clerk

III. Pledge of Allegiance - Mayor Rusty Paul

IV. Public Comment

V. Approval of Meeting Agenda

VI. Consent Agenda

- A. **2020-90** Approval of Meeting Minutes
March 17, 2020 City Council Work Session
March 17, 2020 City Council Regular Meeting
March 20, 2020 City Council Special Called Meeting
- B. **2020-91** Request for Mayor and City Council Consideration of Acceptance of a Permanent Drainage Easement for the Seville Chase Stormwater Project – 65 Seville Chase
(Presented by William H. Martin, Jr., AIA, Director of Public Works)

VII. Presentations

VIII. Public Hearing

IX. New Business

- A. **2020-92** Request for Mayor and City Council Consideration of a Purchase and Sale Agreement for Property Located at 151 Hilderbrand Drive, Sandy Springs, GA (Tax Parcel # 17 008900081016)
(Presented by Dan Lee, City Attorney)



SANDY SPRINGS

GEORGIA

X. Reports

A. **2020-93** Mayor and Council Report

B. **2020-94** Staff Reports

1. **2020-95** COVID -19 City Operations Update
(Presented by Andrea Surratt, City Manager)

XI. Executive Session

XII. Adjournment



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager

FROM: William H. Martin, Jr., AIA, Director of Public Works

DATE: March 6, 2020 Submission for the April 7, 2020 Meeting

ITEM: Request for Mayor and City Council Consideration of Acceptance of a Permanent Drainage Easement for the Seville Chase Stormwater Project – 65 Seville Chase

Recommendation:

Staff recommends that the Mayor and City Council accept a Permanent Drainage Easement on that tract of land lying and located in Land Lot 86 of the 17th District, Fulton County, Georgia. The property owners are Deanne Campbell and Joshua W. Suess located at 65 Seville Chase, as shown in the attached exhibits.

Background:

The acquisition of 2,454 square feet of Permanent Drainage Easement on this property is necessary in order to construct the Seville Chase Stormwater Project. The property owner has accepted the City's offer for the necessary easement rights required to construct the proposed project.

Discussion:

Staff was able to negotiate donation of the required land rights with the property owners.

Financial Impact:

Not applicable. As stated, the property owners donated the required land rights to the City.

Alternatives:

N/A

Attachments:

1. RESOLUTION
2. Fulton ID Arial w Profile - Seuss - Campbell
3. Executed PDE - Suess Campbell

STATE OF GEORGIA
COUNTY OF FULTON

**A RESOLUTION TO ACCEPT A PERMANENT DRAINAGE EASEMENT
ON PROPERTY LOCATED IN LAND LOT 86 OF THE 17th DISTRICT,
CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA**

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs, and

WHEREAS, the City Manager directed the Department of Public Works to develop standard policies for recurring matters, to establish appropriate internal controls and legal compliance, and to provide for an efficient and effective means to serve constituents; and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has reviewed and approves the acceptance of a Permanent Drainage Easement by the City of Sandy Springs for property located at 65 Seville Chase owned by Deanne Campbell and Joshua W. Suess in Land Lot 86 of the 17th District, Fulton County, City of Sandy Springs, Georgia

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

To facilitate the construction of the Seville Chase Stormwater Project, the City approves the acceptance of the Permanent Drainage Easement on property located in Land Lot 86 of the 17th District, Fulton County, City of Sandy Springs, Georgia.

RESOLVED this 7th day of April, 2020.

APPROVED:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk
(Seal)

- Profile
- Sales
- Residential
- Commercial
- Permits
- OBY
- Values
- Values History
- Land
- Agricultural
- Sketch
- Pictometry Imagery
- Map
- Appeals
- Appeals History
- Personal Property
- PP Value History
- Tax Information

PARID: 17 008600010281
SUESS JOSHUA WHITNEY &



- enter a parcel id -



PARID: 17 008600010281
SUESS JOSHUA WHITNEY &

65 SEVILLE CHASE

Parcel

Parcel ID:	17 008600010281
Property Location:	65 SEVILLE CHASE
Unit:	
City:	SANDY SPRINGS
Neighborhood:	1783
Improvement Strata:	R1
Property Class:	R3
Land Use Code:	101-Residential 1 family
Living Units:	1
Acres:	.6124
Zoning:	CUP-
Location	6
Fronting:	9 - 9
Parking Type:	3-ON AND OFF STREET
Parking Quantity:	2
Street 1/Street 2:	1-Paved/-
Topo 1/Topo2/Topo3:	2-ABOVE STREET/-/-
Util1/Util2/Util3:	1-ALL PUBLIC/-/-

Legal

Tax District	59
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Owners

Owners:	SUESS JOSHUA WHITNEY & CAMPBELL DEANN
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Mailing Address

Address	FUL Exmp Code	ATL Exmp Code
SUESS JOSHUA WHITNEY & CAMPBELL DEANN 65 SEVILLE CHASE NW SANDY SPRINGS GA 30328	HF01	

Sales

Sale Date:	Sale Price:
28-SEP-09	\$315,000
07-DEC-01	\$0
08-MAR-90	\$180,000
11-JUL-89	\$210,427
02-JUL-79	\$135,900

Sale Details

1 of 5

Grantor:	NERONE FRANCIS A
Grantee:	SUESS JOSHUA WHITNEY &
Sales Date:	28-SEP-09
Sale Price Sale Validity:	9 : Unvalidated/Deed Stamps
Sale Source:	6 : PT61

Sales Type: :
Sale Flag:
Deed Book: 48439
Deed Page: 0437
Deed Type: WD

Residential

Card: 1
Stories: 1
Year Built: 1979
Effective Year Built:
Remodeled Year:
Living Area: 2,276
Total Living Area: 2,276
Total Rooms: 8
Bedrooms: 4
Family Rooms: 0
Attic: 1-NONE
Basement LA:
Basement Rec Area:
Full Baths: 3
Half Baths: 0
Additional Fixtures: 3
Total Fixtures: 12
Pre Fab Fireplace: 1
Masonry Fireplaces:
Grade: B-
CDU: VG
% Complete

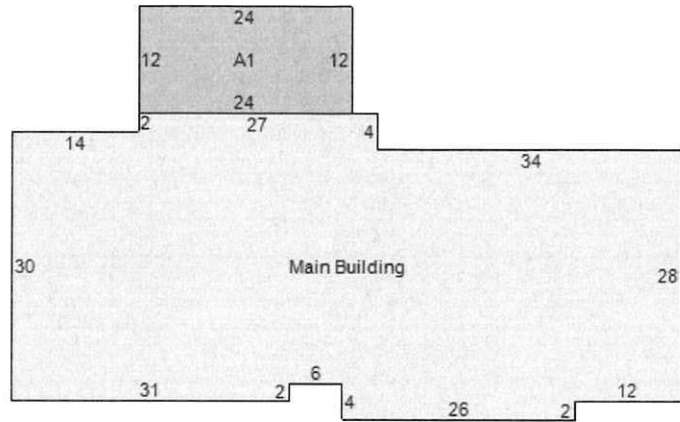
Additions

Addition Number:	Description:	Area
0	---	2,276
1	WDDCK WOOD DECKS-WDDCK WOOD DECKS--	288

Land

Line Number: 1
Land Type: S - SQUARE FOOT
Land Code: 1
Square Feet: 26,677
Acres: .6124





Item	Area
Main Building	2276
A1 - 31/31:WDDCK WOOD DECKS/WDDCK WOOD DECKS	288

AFTER RECORDING, PLEASE RETURN TO:
City Clerk's Office
1 Galambos Way
Sandy Springs, GA 30328

**PERMANENT DRAINAGE
EASEMENT**

**STATE OF GEORGIA
FULTON COUNTY**

THIS AGREEMENT is entered into the 11th day of March in the year of 2020, between DEANN CAMPBELL AND JOSHUA WHITNEY SUESS, herein referred to as the "Grantor", and the CITY OF SANDY SPRINGS, GA, hereinafter called the "Grantee".

THAT WHEREAS, Grantee is desirous of obtaining a 2,454 square foot Permanent Drainage Easement upon and across the property of Grantor, located in Land Lot 86 of Land District 17 of Fulton County, GA, as is more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein by reference, and:

WHEREAS, Grantor desires to convey said Permanent Drainage Easement and any and all improvements located within said permanent drainage easement in and to the said described property as is further shown on the drawing attached as Exhibits "A" and "B", incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing recitals and ONE DOLLAR (\$1.00), the receipt and sufficiency of which are hereby acknowledged by Grantor, Grantor does hereby sell and convey to the Grantee, a Permanent Drainage Easement, as described on and illustrated on Exhibits "A" and "B", attached hereto and incorporated herein by reference.

The easement herein shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successors in title of Grantee.

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

Signed, sealed and delivered in the presence of:



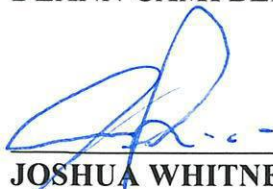
WITNESS



DEANN CAMPBELL



NOTARY PUBLIC



JOSHUA WHITNEY SUESS

LEGAL DESCRIPTION
Suess & Campbell
EXHIBIT "A"

Permanent Drainage Easement

Being a strip or parcel of land running in, through, over and across the property now or formerly owned by Joshua Whitney Suess & Deann Campbell, as described in a deed recorded among the Land Records of Fulton County, Georgia in Deed Book 48439, Page 437, said strip or parcel also runs across Lot 29 of a Final Plat entitled, "Seville, Unit One, Section One", recorded among the said Land Records in Plat Book 115, Page 78, and said strip or parcel being as shown on an Easement Sketch prepared by TerraMark Land Surveying, Inc. and attached hereto, said strip or parcel lying and being in Land Lot 86, 17th District of Fulton County, Georgia and being more particularly described as follows:

Beginning for the same of the strip or parcel of land at ½ inch rebar found on the South Right of Way Line of Seville Chase (an apparent variable width right of way), said rebar being located 253.28 feet southeast from the intersection with the Easterly Right of Way Line of Brandon Mill Road and being located at the Northeast Corner of aforesaid Lot 30, said rebar also being located at State Plane Coordinate (Georgia West Zone) of North: 1,436,214.28; East: 2,230,137.09; thence, leaving the said Point of Beginning and running with the said line of Seville Chase

1. 39.68 feet along the arc of a curve deflecting to the left and having a radius of 221.98 feet and a chord bearing and distance of South 69° 09' 46" East, 39.63 feet; thence, leaving the aforesaid line of Seville Chase and running
2. South 15° 35' 01" West, 20.61 feet; thence,
3. South 22° 50' 17" West, 40.06 feet; thence,
4. North 55° 06' 27" West, 50.01 feet; thence,
5. North 30° 40' 36" East, 49.13 feet to the Point of Beginning, containing 2,454 square feet or 0.0563 of an acre of land, more or less.

The permanent easement granted hereunder shall be perpetual.

Exhibit "B"

30
N/F
LANCE R. MENDEL
DB. 57840 PG. 520
TPID# 17008600010273

3
N/F
JASON & ALYSON MYERSON
DB. 49154 PG. 466
TPID# 17008600010313

GRID (GA. WEST ZONE)
NAD(83)

25' TRIBUTARY
EASEMENT
PB. 223 PG. 126

PERMANENT DRAINAGE
EASEMENT AREA:
2,454 Sq.Ft. or 0.0563 Ac.

20' SANITARY
SEWER EASEMENT
PB. 115 PG. 78
PB. 223 PG. 126

SEVILLE, UNIT ONE, SECTION ONE
PB. 115 PG. 78
PB. 223 PG. 126

25' TRIBUTARY
EASEMENT
PB. 223 PG. 126

EASEMENT EXHIBIT
AS REQUIRED BY:

CITY OF SANDY SPRINGS

A= 39.68'
R= 221.98'
CH= S 69°09'46" E
39.63'

SEVILLE CHASE
(VARIABLE RIGHT OF WAY)

29
N/F
JOSHUA WHITNEY SUESS
& DEANN CAMPBELL
DB. 48439 PG. 437
TPID# 17008600010281



0 20 40 FT.

SCALE: 1"= 20'

PROJECT: LAT/LONG - 33°56'52.83"N/ 84°23'08.34"W



LOCATED IN
LAND LOT 86, 17TH DISTRICT,
CITY OF SANDY SPRINGS
FULTON COUNTY, GEORGIA
DATE: 10/26/2018 SHEET NO. 1
REVISED 10/29/2019

THROUGH THE PROPERTY OF:
**JOSHUA WHITNEY SUESS
& DEANN CAMPBELL**
TAX PARCEL # 17008600010281

TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
www.TerraMark.com
(P) (770) 421-1927



SANDY SPRINGS

CITY CLERK'S OFFICE

TO: Andrea Surratt, City Manager
FROM: Dan Lee, City Attorney
DATE: March 25, 2020 Submission for the April 7, 2020 Meeting
ITEM: Request for Mayor and City Council Consideration of a Purchase and Sale Agreement for Property Located at 151 Hilderbrand Drive, Sandy Springs, GA (Tax Parcel # 17 008900081016)

Recommendation:

The City Attorney recommends the Council accept this Purchase and Sale Agreement for the property located at 151 Hildebrand Drive.

Background:

This property consists of 0.4878 acres on the corner of Blue Stone Road and Hildebrand Drive, in close proximity to City Springs. A BMW auto repair business currently operates on the property. City Staff has been in negotiations to acquire the property by purchase.

Discussion:

City Staff has negotiated a Purchase and Sale Agreement wherein the City may acquire the property, along with the business assets for the displaced auto repair business on the property, for a total purchase price of \$1,800,000.00.

Financial Impact:

Total negotiated price of \$1,800,000.00.

Alternatives:

The Council could decide not to accept the Purchase and Sale Agreement.

Attachments:

1. Resolution
2. 151 Hildebrand PSA
3. 151 Hildebrand Tax Map

RESOLUTION NO. 2020-02-XX

**STATE OF GEORGIA
COUNTY FULTON**

**A RESOLUTION TO ACCEPT A PURCHASE AND SALE AGREEMENT FOR
PROPERTY LOCATED AT 151 HILDEBRAND DRIVE.**

WHEREAS, the City desires to acquire fee simple rights over, under, and through the property located at 151 Hildebrand Drive (hereafter, the “**Property**”); and

WHEREAS, City Staff has negotiated a Purchase and Sale Agreement wherein the City may acquire the Property, along with the business assets for the displaced auto repair business on the Property, for a total purchase price of \$1,800,000.00; and

WHEREAS, the Mayor and City Council have considered the Purchase and Sale Agreement and have decided the most efficient way to acquire the Property is by purchase under the terms and conditions of the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE
CITY OF SANDY SPRINGS, GEORGIA:**

The Mayor and City Council authorize the City Manager to accept the Purchase and Sale Agreement to acquire the business assets together with the fee simple rights over, under, and across the property located at 151 Hildebrand Drive. The City Manager is hereby authorized to execute any documents in the furtherance of this Resolution, subject to approval by Legal and Finance.

RESOLVED this the 7th day of April, 2020.

Approved:

Russell K. Paul, Mayor

Attest:

Raquel Gonzalez, City Clerk

(Seal)

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "**Agreement**") is made and entered into as of the Effective Date specified below, by and between **LAWRENCE A. BURDETT**, an individual resident of the State of Georgia (hereinafter called "Burdett"), **BURDETT CORP., d/b/a BUCKHEAD MOTOR WORKS**, a Georgia corporation (hereinafter called "BMW") (Burdett and BMW are sometimes collectively referred to as either "**Seller**" or "**Sellers**"); and **CITY OF SANDY SPRINGS**, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter called "**Purchaser**").

WHEREAS, Purchaser desires to acquire from Sellers certain real property and business assets (the "Property Interests") for a public purpose, and in the event Sellers were unwilling to voluntarily convey such Property Interests in accordance with this Agreement, Purchaser intends to acquire such Property Interests through the exercise of the power of eminent domain; and

WHEREAS, Sellers are not desirous of selling at this time, but acknowledge that Purchaser possesses the power of eminent domain, by which Purchaser could acquire the Property Interests without the consent of Sellers, due to the public purpose for which such acquisition is occurring; and

WHEREAS, Purchaser and Sellers are not in complete agreement regarding the fair market value of the Property Interests, but both Purchaser and Seller have agreed to enter into this Agreement and the transactions contemplated hereby for purposes of resolving the disagreements between them over such valuation; and

WHEREAS, to the extent the fair market value of the Property Interests being transferred pursuant to this Agreement exceed the Purchase Price set forth herein, Sellers desire to donate and contribute such value to Purchaser to further the ability of Purchaser to complete the public purpose for which the Property Interests are being acquired.

NOW, THEREFORE, or and in consideration of the mutual premises and consideration set forth below, the receipt and sufficiency of which is hereby acknowledged, Purchaser and Sellers hereby agree as follows:

W I T N E S S E T H:

1. Agreement to Purchase Real Property. Purchaser hereby agrees to purchase from Burdett, and Burdett agrees to sell to Purchaser, subject to and in accordance with all of the terms and conditions of this Agreement, the following property ("Property"):

That certain parcel of land known as Tax Parcel 17 008900081016 in Sandy Springs, Fulton County, Georgia, and as more particularly described in that certain deed recorded in Deed Book 32727, Page 105 in the Office of the Clerk of the Superior Court of Fulton County, Georgia, being improved property known as No. 151 Hildebrand Drive, according to the present system of numbering houses in and around the City of Sandy Springs.

2. Agreement to Purchase Business Assets. Purchaser hereby agrees to purchase from BMW, and BMW agrees to sell to Purchaser, subject to and in accordance with all of the terms and conditions of this Agreement, the following business assets (the "Business"):

The principal assets (as identified on Schedule BMW 1) of the business entity known as Buckhead Motor Work , being engaged in the business of automobile repair and

service, and incorporated in the State of Georgia with a principal office located at 151 Hildebrand Drive, City of Sandy Springs, State of Georgia, including its trade name, , leases, contracts, trademarks, and copyrights associated with the business of BMW. It is expressly acknowledged and agreed that BMW shall retain all right to its accounts receivable, and shall remain liable for its accounts payable, it being agreed that Purchaser is only acquiring those items identified on Schedule BMW 1.

3. Purchase Price, Method of Payment.

The purchase price for the Property and Business, hereinafter collectively called the "Purchase Price", shall total **ONE MILLION EIGHT HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,800,000.00)**. The Purchase Price, after crediting the Earnest Money, subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller on the Closing Date.

4. Earnest Money.

(a) Within ten (10) days after the Effective Date, as defined herein below, Purchaser shall pay to Candler Abstract Company ("Escrow Agent") the sum of **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** as the initial earnest money deposit. The initial earnest money deposit and any additional earnest money paid to the Escrow Agent by the Purchaser pursuant to this Agreement are herein called the "Earnest Money."

(b) If Closing should occur hereunder, Escrow Agent shall pay the Earnest Money to the closing agent and the Earnest Money shall be applied and credited in reduction of the Purchase Price.

(c) If Closing does not occur hereunder because: (1) Purchaser exercises any unexpired right or option under this Agreement to rescind, cancel or terminate this Agreement within the time provided herein, (2) Seller fails or is unable to deliver Seller's deed and other Deliveries to the Purchaser conveying the quality of title to the Property required by this Agreement, or (3) Seller defaults under this Agreement and fails to cure such default within the period allowed for cure, the Purchaser shall have the option to notify Escrow Agent, after the passage of any required notice period, to immediately refund the Earnest Money to Purchaser, less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00) in the event of a termination pursuant to subsections (c)(2) or (3) hereof, or less the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) in the event of a termination pursuant to subsection (c)(1) hereof, which shall be paid to Seller in consideration for this Agreement, whereupon this Agreement shall terminate and the parties to this Agreement shall have no further rights, duties or obligations to the other, except as otherwise specifically provided by this Agreement.

(d) Otherwise, the Earnest Money shall be deemed non-refundable and shall be paid to the Seller upon the termination of this Agreement. Until one of the preceding conditions should exist, the Earnest Money shall be held and disbursed by Escrow Agent strictly in accordance with the terms and provisions of **Section 6** of this Agreement.

5. Title.

(a) Warranty of Title. Burdett warrants that, as of the Effective Date, Burdett owns Good and Marketable Fee Simple Title to the Property, subject to the "Permitted Exceptions" as defined below. At Closing, Burdett shall convey good and marketable title to said Property by limited warranty deed, in proper form for recording, subject only to (1) zoning and land use laws, codes and regulations; (2) general utility, sewer, and drainage easements of record as of Closing and upon which the improvements do not encroach; (3) declarations of condominium and

declarations of covenants, conditions and restrictions of record as of Closing; (4) any other matters of title appearing in Fulton County land records; and (5) any matters or items which could be ascertained by a current and accurate ALTA survey and inspection of the Property (collectively Items 4(a)(1-5) are hereinafter referred to as the "Existing Title Exceptions"). Burdett warrants that on the Closing Date as herein defined, the Property is unencumbered by any leases and there is no tenant in possession, other than the lease to BMW, which is in possession of the premises. In the event Burdett should be unable to convey the Property at Closing to Purchaser with the quality of title required by this section, Burdett shall notify Purchaser in writing of any deficiencies, and Purchaser may either take such title as Burdett can give, or Purchaser may terminate this Agreement, in which event this Agreement shall become null and void, Purchaser's Earnest Money shall be refunded (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Burdett in consideration for this Agreement), and, except as otherwise provided herein, neither Purchaser nor Burdett shall have any further liability or obligations to the other hereunder.

(b) Good and Marketable Fee Simple Title / Existing Title Exceptions. For all purposes of this Agreement, "Good and Marketable Fee Simple Title" shall mean fee simple title such title as is insurable by a title insurance company selected by the Purchaser which is licensed to do business in Georgia under such title company's standard ALTA form of Georgia owner's policy of title insurance, at its standard rates subject only to the following, "Permitted Exceptions": (i) the standard exclusions therein; (ii) ad valorem taxes assessed against the Property not due and payable on or before the Closing Date; and (iii) all matters, if any, including but not limited to all Existing Title Exceptions not objected to by Purchaser within the time period specified in Section 4(c) below.

(c) Title Objections. Purchaser shall have thirty (30) days following the Effective Date to conduct an examination of the condition of Seller's title to the Property (including matters of survey), and to deliver to the Seller written notice of any objections (the "Title Objection Notice") by the Purchaser to the condition of the Seller's title. Subject to Section 4(f) below, any objectionable matters omitted from Purchaser's Title Objection Notice or if Purchaser fails to deliver the Title Objection Notice within the thirty (30) day period specified, all such matters of title except for "Monetary Encumbrances" as defined in Section 4(e) below shall be deemed waived by Purchaser.

(d) Cure Period. Seller shall have until thirty (30) days from the date of Purchaser's initial notice of objections, if any, in which to review such title objections, and, if Seller elects, to give Purchaser notice of any objections specified in such notice which Seller intends to attempt to cure. With the exception of any "Monetary Encumbrances," as defined herein, Seller shall have no obligation to take any action whatsoever to cure any objections by Purchaser to the condition of Seller's title which are Existing Title Exceptions. Any Existing Title Exceptions to which the Purchaser does not object within the 30-day period provided herein (other than Monetary Encumbrances) shall become Permitted Title Exceptions at the end of such 30-day period. Unless Seller notifies the Purchaser within such 30-day period of any of Purchaser's objections which the Seller intends to cure, the Seller shall be deemed to have declined to cure any such objections. Seller shall have a reasonable time, but not more than thirty (30) days after the delivery of Purchaser's notice of title objections, to remove any of Purchaser's objections to Seller's title which the Seller has agreed to attempt to cure, provided that the Seller shall not be deemed to be in default of this Agreement, if the Seller fails or is unable to remove any such title objections.

(e) Removal of Monetary Encumbrances. Notwithstanding any other provision of this Agreement, the Seller shall be obligated to remove not later than Closing all security deeds, mortgages, tax liens, financing statements and other liquidated financial encumbrances of any kind affecting Seller's title to the Property incurred by, against or at the instance of the Seller and Seller's predecessors, whether or not such matters were included in any notice of objection by the Purchaser to Seller's title ("Monetary Encumbrances"). The closing attorney shall withhold and

disburse from the Purchase Price a sufficient amount thereof to satisfy all such Monetary Encumbrances.

(f) Purchaser's Termination Right. If Seller fails to attempt or is unable to cure all of the Purchaser's valid objections to the condition of the Seller's title hereunder of which Seller received timely notice as provided in Section 4(c) above, or if the Seller fails to remove all such objections, if any, which the Seller has agreed to attempt to cure within the time allowed herein, then at the option of the Purchaser, to be exercised by the Purchaser within ten (10) days after the last date on which the Seller may elect to attempt to remove such title objections, if no such election is received, or, if Seller elects to attempt to cure or satisfy some or all of such objections, then within ten (10) days after the last date on which the Seller may provide evidence that all such objections have been cured and satisfied, Purchaser may, in Purchaser's sole discretion: (1) waive all of Purchaser's unsatisfied objections (other than Monetary Encumbrances) and purchase the Property, in which case, all remaining Existing Title Exceptions other than Monetary Encumbrances shall become Permitted Exceptions; or (2) terminate this Agreement by written notice to the Seller, in which case Seller shall promptly refund any Earnest Money paid (less the sum of TWO HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$225.00), which shall be paid to Seller in consideration for this Agreement) and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other.

(g) Changes in Condition of Seller's Title after the Effective Date. Seller agrees and covenants with the Purchaser that, from and after the Effective Date, Seller will not take any action or allow any condition to exist which will adversely affect the condition of the Seller's title on the Effective Date. However, notwithstanding **Subsection (f)** hereof, in the event that, after the county record date of the Purchaser's examination of title or title commitment and before Closing, Purchaser discovers any adverse change in the condition of Seller's title (other than Monetary Encumbrances) which did not first appear of record until after the Effective Date of this Agreement, Purchaser shall have the additional right to object to such new matters at any time prior to the Closing; and, in the event of such objections, Seller shall have thirty (30) days within which to cure all such objections. If Seller should fail to cure all such new objections within such 30-day period, Purchaser shall have the right to elect within 10 days following the end of such 30-day period between the actions described in **Paragraphs (1) and (2) of Subsection (f)** hereof. If the Purchaser elects to Close notwithstanding such objections, all title restrictions of record on the Closing Date (other than Monetary Encumbrances) shall become Permitted Exceptions.

(h) Failure to Deliver Written Election. If the Purchaser should fail to make a timely election by delivery of written notice to the Seller between the waiver and termination alternatives of **Paragraphs (1) and (2) of Subsections (f) and (g)** hereof, Purchaser shall be conclusively deemed to have waived its objections and shall remain obligated to purchase the Property in accordance with the terms of this Agreement.

6. Purchaser's Inspection and Other Due Diligence.

(a) Access and Inspection. From the Effective Date of this Agreement (as defined below) until the Closing Date, Seller hereby grants Purchaser the right to enter upon the Property at reasonable times after reasonable prior notice to the Seller, and at the Purchaser's sole risk and expense, for the purpose of conducting such appraisals, traffic studies, wetlands studies, environmental and soils tests and reports, engineering and any other inspections and investigations contemplated by this Agreement. Notwithstanding the foregoing, without the Seller's express consent, representatives of the Purchaser shall not enter the interior of the buildings located upon the Property or any fenced and gated areas without a representative of the Seller being present. Purchaser and/or its agents shall

maintain insurance in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and shall name Seller as an additional insured, as is necessary to permit Purchaser to legally indemnify and hold Seller harmless from any and all liability, damage, injury, claims and/or actions related to any such inspections or investigations as provided in Section 5(d) below. To the extent allowed by law, Purchaser, on its behalf and on behalf of each of its employees, agents, and contractors, hereby waives any and all claims against Sellers, and any employees, agents or contractors of Sellers, from all liability, damage, injury, claims and/or actions related to any such inspections or investigations of the Property.

(b) Seller Due Diligence Deliveries. Seller shall deliver to the Purchaser within five (5) business days after the Effective Date complete and accurate copies of any surveys, inspections, leases, environmental test and reports, or other documents in Seller's possession evidencing any encumbrances existing on the Property.

(c) Purchaser's Right to Terminate. In the event that Purchaser's inspection and investigation of the Property results in a determination by the Purchaser that the Property is unsatisfactory for Purchaser's intended uses or is otherwise unsuitable or unacceptable in any respect, the Purchaser may terminate this Agreement by delivery to the Seller (with a copy to the Escrow Agent) of written notice of termination on or before close of business (5:00 p.m. local time) thirty days after the Effective Date of this Purchase and Sale Agreement. The period beginning on the Effective Date and ending on the earlier of: (1) the date the Purchaser delivers written notice to the Seller that the Purchaser waives all rights to terminate this Agreement pursuant to this Subsection; or (2) thirty (30) days after the date of this Purchase and Sale Agreement (sometimes referred to herein as the "Free Look Period"). Upon receipt of a timely notice of termination, the Escrow Agent shall promptly refund all Earnest Money paid (less the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00), which shall be paid to Seller in consideration for this Agreement), and, upon receipt of such refund, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other. If the Purchaser does not deliver such written notice of termination on or before such date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this **Section 5**, and such right shall expire, become null and void and shall have no further force or effect. Except in the case of an express written waiver, nothing herein shall be deemed, however, to result in a waiver of any other express right or option of the Purchaser to terminate this Agreement, including the Purchaser's right to terminate under Section 4. (Title), or the Environmental Condition, which shall be conditions separate from the Purchaser's termination right hereunder.

(d) Inspections at Purchaser's Risk and Expense. All inspections and testing of the Property by Purchaser and its agents shall be performed at the sole cost and risk of the Purchaser. If this Agreement is terminated, Purchaser shall promptly return to Seller all information that exists in any form or media regarding the Property provided by or on behalf of Seller, together with copies, at no cost to Seller, of all title, surveys, engineering, traffic, environmental, soils and other reports and studies obtained by Purchaser through its investigation of the Property assigned to Seller, if possible.

(e) Invasive Testing. Seller authorizes Purchaser to conduct environmental testing on the soil located on the Property as reasonably determined to be appropriate by the Purchaser subject to the terms of Inspections set forth in this Agreement. Purchaser shall repair and restore the Property to its current condition from any damage or effects of any invasive testing conducted by, or on behalf of, Purchaser. Purchaser is not permitted to conduct any invasive testing which will negatively impact the ability of Sellers to continue the operation of the business on the Property.

7. Escrow Instructions.

(a) Handling of Earnest Money. Escrow Agent shall promptly advise Seller and Purchaser in writing if the Earnest Money is not received by Escrow Agent in a timely fashion. Escrow Agent shall promptly deposit and hold the Earnest Money in the federally insured account at the banking institution where the Escrow Agent maintains the other funds it holds in escrow for its clients and others ("Escrow Account"). Escrow Agent may commingle the Deposit with funds of other clients in the Escrow Account and shall retain the interest earned on the Earnest Money to compensate the Escrow Agent for performing its obligations hereunder. Escrow Agent shall not be accountable for any direct or indirect incidental benefit which Escrow Agent may receive from the depository bank which is attributable to the Earnest Money.

(b) Disbursement of Funds. At such time as Escrow Agent receives written notice from Seller or Purchaser, or both, stating the identity of the party to whom the Earnest Money is to be disbursed, Escrow Agent shall disburse such Earnest Money pursuant to such notice; provided, however, that if such notice is given by either Seller or Purchaser but not both, and the person to whom the Earnest Money is to be disbursed is other than the closing attorney, Escrow Agent shall notify the other party in writing of such notice and shall withhold disbursement of the Earnest Money for a period of five (5) calendar days after giving such notice. If the Escrow Agent receives written notice from either Seller or Purchaser within such five (5) day period, which notice countermands or objects to the earlier notice of disbursement, then Escrow Agent shall withhold such disbursement until both Seller and Purchaser can agree upon a disbursement of the Earnest Money. Notwithstanding the foregoing, if Purchaser notifies Escrow Agent on or before the expiration of the Inspection Period of its election to terminate this Agreement pursuant to **Section 5**, then no confirming notice from Seller shall be required by Escrow Agent, and Escrow Agent shall promptly disburse the Earnest Money as provided in **Section 5**, without requesting or waiting for confirming notice from Seller. Seller and Purchaser agree to send to the other a duplicate copy of any written notice sent to Escrow Agent requesting disbursement or countermanding or objecting to a request for disbursement.

(c) Limited Liability. In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (1) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (2) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement.

(d) Disputes / Interpleader. Notwithstanding anything in this Agreement to the contrary, upon a dispute between Seller and Purchaser sufficient in the sole discretion of Escrow Agent to justify its doing so, or if Escrow Agent has not disbursed the Earnest Money on or before the thirtieth (30th) day following the Closing Date specified in **Section 7**, then Escrow Agent shall be entitled, but not required, to tender the Earnest Money into the registry or custody of any court of competent jurisdiction, together with such pleadings as it may deem appropriate, and thereupon be discharged from all further duties and liabilities under this Agreement (other than with respect to any liabilities for negligence, willful misconduct or breach of trust by Escrow Agent). The Escrow Agent may reimburse itself from the Earnest Money for a reasonable attorney's fee and other reasonable costs of filing any such interpleader action. The Escrow Agent may also, in its

discretion, elect to refrain for any period from initiating any such interpleader action, and may in lieu thereof, continue to hold the Earnest Money in escrow subject to the terms and conditions of this Section pending a resolution of all disputes between the parties.

8. Closing. The term “Closing,” as used herein, means the consummation of the purchase and sale of the Property pursuant to this Agreement. The Closing shall include, *inter alia*, the delivery and acceptance of the Purchase Price by the Seller and the execution and delivery by the Purchaser and Seller as applicable of the Closing Documents and other Deliveries described herein.

(a) Closing Date. The term “Closing Date,” as used herein, means the date on which the Closing is consummated.

(1) Initial Closing Date. Subject to the rights of the Purchaser and the Seller to defer the Closing Date by exercising their respective extension rights as set forth in this Agreement, the Closing shall take place on May 12, 2020, at a time and on a date specified by the Purchaser after at least five (5) business days prior written notice to Seller (or if no such notice has been received, on May 12, 2020 at 1:00 p.m. local time)(the “Initial Closing Date”) at City Hall, 1 Galambos Way, Sandy Springs, Georgia, 30328; or at the law office of the closing attorney, as elected by Purchaser, within 15 miles of the City of Sandy Springs.

(2) Purchaser’s Right to Extend. Should Purchaser, in Purchaser’s sole discretion, desire to extend the Closing Date by up to an additional thirty (30) days, Purchaser shall have the one time right to extend closing and may obtain such extension upon delivery of written notice of such 30-day extension to Seller before the date five (5) business days before the Initial Closing Date and payment to the Escrow Agent of **TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** as additional Earnest Money. In the event Purchaser exercises its option to extend pursuant to this provision, the date of Transfer of the Business as set forth in Section 8.e. below shall be extended by the same duration of the extension to Close pursuant to this provision. If this Agreement should terminate without Closing, all additional Earnest Money shall be treated as Earnest Money subject to the provisions of this Agreement.

(b) Closing Documents. On the Closing Date:

(1) Sellers Deliveries. Burdett shall execute the following documents and instruments provided by Purchaser’s council, all in a standard form and substance reasonably satisfactory to legal counsel for the Purchaser and Seller, duly executed by or on behalf of Burdett (where applicable under oath or in proper legal form for recording): (i) a limited warranty deed conveying Burdett’s Good and Marketable Fee Simple Title to the Property to the Purchaser, subject only to Permitted Exceptions; (ii) any curative documents which the Burdett may agree to furnish in connection with the Closing pursuant to **Section 4** hereof; (iii) a Burdett’s affidavit of ownership with respect to the Property, qualified to the knowledge of Burdett and providing that nothing contained therein shall in any way enlarge or otherwise modify the warranty of title given in the deed of conveyance at Closing; (iv) a tenant estoppel certificate satisfactory to Purchaser that the Property is unencumbered by any leases or tenants in possession;; and (v) such tax certifications, affidavits of authority and residency, and other customary closing documents as reasonably requested.

BMW shall execute the following documents and instruments provided by Purchaser’s council, all in a standard form and substance reasonably satisfactory to legal counsel for the Purchaser and Seller, duly executed by or on behalf of BMW (where applicable under oath or in proper legal form for recording): (i) a Bill of Sale conveying BMW’s good and marketable title to the Business to the Purchaser, free and clear of any liens or encumbrances; (ii) any curative documents which the BMW may agree to furnish in connection with the Closing pursuant to **Section 4** hereof; (iii) a BMWs’ affidavit of ownership with respect to the Business, qualified to the knowledge of BMW and providing

that nothing contained therein shall in any way enlarge or otherwise modify the warranty of title given in the deed of conveyance at Closing; (iv) an Assignment and Assumption of any lease agreement applicable to the Property; and (v) such tax certifications, affidavits of authority and residency, and other customary closing documents as reasonably requested. The effective date of all such documents executed by BMW (the "BMW documents" shall be the Transfer Date, as defined below.

(2) Purchaser Deliveries. Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement, and shall also execute and deliver other customary closing documents as reasonably requested. Purchaser shall execute such IRS Forms 8283 as may be reasonably requested by Sellers acknowledging its receipt of the Property and Business in exchange for the Purchase Price. In addition, Purchaser shall execute such other and further tax documents as may be reasonably requested by Sellers to permit the treatment of this sale in accordance with I.R.C. § 1033. Any such document shall be prepared by Seller.

(3) Closing Memorandum. Purchaser and Seller shall execute and deliver a settlement statement, HUD-1 Form or other closing memorandum disclosing the prorations, adjustments, funds paid and received by and to all parties at the Closing in reasonable detail, together with such other information concerning the Closing as the closing attorney should reasonably consider necessary and proper to properly and accurately document the Closing. In addition, Purchaser and Seller shall cooperate in good faith to agree upon and execute an IRS Form 8594 allocating the Purchase Price among the assets.

(c) Prorations and Adjustments to Purchase Price. The following prorations and adjustments shall be made between Purchaser and Seller at Closing, or thereafter if Purchaser and Seller shall agree:

(1) All city, state and county ad valorem taxes and similar impositions levied or imposed upon or assessed against the Property, hereinafter called the "Taxes", for the year in which Closing occurs shall be prorated between the Seller and the Purchaser.

(2) All utilities shall be prorated as of the day that BMW surrenders possession of the premises to Purchaser in accordance with Section (e) hereinbelow.

(d) Costs of Closing. At Closing:

(1) the Seller shall pay: (i) the fees of the Seller's attorney and any other advisors, (ii) the cost of satisfying all Monetary Encumbrances and removing the same from the public records, (iii) the cost of filing any curative documents which the Seller may agree to deliver pursuant to **Section 4.** Hereof, and (iv) any other costs which the Seller may expressly agree to pay pursuant to this Agreement, but no other charges;

(2) The Purchaser shall pay: (i) the State of Georgia Real Estate Transfer Tax payable on the recording of the Seller's deed (if any), (ii) all recording costs not payable by the Seller, (iii) all costs of Purchaser's title examination, title commitment and any updates and Purchaser's title premiums, (iv) all costs of Purchaser's surveys, appraisals, soils and environmental testing, wetlands investigations and other due diligence costs incurred in connection with the Purchaser's due diligence investigation of the Property; (v) the fees of Purchaser's attorney and other advisors, and (vi) any other costs and expenses of the transaction which are not the obligation of any other person hereunder.

(e) Transfer of Business Assets. BMW shall transfer the Business to Purchaser effective upon the later of: (1) August 21, 2020; or (2) that date which is ninety (90) days after the Closing ("Transfer Date"). On the Transfer Date, BMW shall deliver to Purchaser all of the Business assets as identified on Schedule BMW 1, including, but not limited to, trademarks, copyrights, keys and other items specified therein. It is acknowledged and agreed that BMW shall continue to operate its business

at the Property up to and including the Transfer Date, and as such it is acknowledged and agreed that BMW shall have full right to utilize and deplete all equipment, tools, and inventory.

9. Warranties and Representations of the Seller / Limitations and Merger. Seller represents, warrants and covenants that, to the best of Seller's present knowledge, information and belief:

(a) Seller has the right, power, authority, discretion and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement. Any individuals who may have executed this Agreement on behalf of the Seller in their representative capacities are duly constituted, appointed or elected and authorized to do so; any consent required by the Seller's members or shareholders to make such action effective has been obtained,

(b) There are no lawsuits pending or threatened against or involving Seller or the Property which affect Seller's title to the Property;

(c) Seller has not received notice of pending or threatened claims, special assessments, or other adverse claims affecting the Property;

(d) On the Closing Date, Seller will not be indebted to any contractor, laborer, mechanic, materialman, architect, engineer or utility provider for work, labor or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any such person or entity could claim a lien against the Property;

(e) On the Closing Date, Seller warrants that the Property will not be encumbered by any leases, and that there will be no Tenants in possession of the Property, other than BMW. Notwithstanding the foregoing to the contrary, Seller shall be permitted to personally continue occupancy of the Property rent free for the sole purpose of conducting and winding down the Business through August 21, 2020. Burdett further warrants that the Property will not be encumbered by any leases, and that there will be no Tenants in possession of the Property on the Transfer Date.

(f) Seller will pay or cause to be paid promptly when due all city, state and county ad valorem taxes and similar taxes and assessments, all sewer and water charges and all other governmental charges levied or imposed upon or assessed against the Property between the Effective Date and the Closing Date; and

(g) On the Transfer Date, Seller shall provide Purchaser with all keys, door openers, codes, and other similar equipment pertaining to the Property.

10. Purchaser's Representations and Warranties: The Purchaser is a municipal corporation duly authorized and existing under the laws of the State of Georgia. Subject to the conditions specified herein below, Purchaser has the right, power, authority, discretion and capacity to buy the Property in accordance with the terms, provisions and conditions of this Agreement. Purchaser is acquiring the Property and Business under threat of condemnation. The individual who has executed this Agreement on behalf of the Purchaser in his representative capacities is duly constituted, appointed or elected and authorized to do so.

11. Default and Remedies.

(a) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Purchaser of Purchaser's obligations under this Agreement, and if the Purchaser fails or refuses to cure such default within ten (10) days after delivery

of notice thereof from Seller describing the default and, if any action is possible to cure the same, describing such action, Seller shall retain the Earnest Money as bargained for liquidated damages incurred by the Seller arising from the Purchaser's failure to close, and not a penalty.

(b) If the purchase and sale of the Property contemplated hereby does not close in accordance with the terms and conditions of this Agreement as the result of actions, failures or circumstances which constitute a breach or default by Seller of Seller's obligations under this Agreement, and if the Seller fails or refuses to cure such default within ten (10) days after delivery of notice thereof from Purchaser describing the default and, if any action is possible to cure the same, describing such action, Purchaser shall elect either: (1) to terminate this Agreement by delivery of written notice of termination to the Seller, in which case the Earnest Money shall be promptly refunded to Purchaser, and Purchaser shall have the right within six (6) months thereafter to commence an action for damages incurred by the Purchaser; or (2) in the alternative, the Purchaser shall have the right to sue Seller for specific performance of this Agreement, and, if Seller should receive an order for specific performance, Purchaser shall also be entitled to receive a monetary award of damages not in excess of Purchaser's attorney's fees and costs of the litigation actually incurred. The inability of Seller to convey the Property to the Purchaser on the Closing Date with the quality of title required by this Agreement shall not constitute a default by Seller under this Agreement unless the title restriction causing such inability arises after the Effective Date by reason of a willful action of the Seller in violation of this Agreement or the failure to take an action required by this Agreement which Seller could have taken.

12. Damage or Destruction Before Closing. Seller shall continue to maintain its current property and casualty and general liability insurance coverages in effect through the later of the Closing Date or the date Seller tenders possession of the Property to the Purchaser.

13. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller.

14. Binding Effect. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Purchaser and Seller and their respective legal representatives, successors and permitted assigns, pursuant to Section 26 below.

15. Brokerage Commission; Disclosure. Seller and Purchaser hereby represent and warrant to the other that he/she/they have not dealt with any real estate Broker, agent or salesperson so as to create any legal right or claim in any such Broker, agent or salesperson for a commission or similar fee or compensation with respect to the negotiation and/or consummation of this Contract. Purchaser and Seller acknowledge that they are not represented by a Broker unless they have signed a brokerage agreement with said Broker. Each party acknowledges full responsibility for protecting his/ her/their own interests.

16. Modification. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Agreement contains the sole and entire understanding between Seller and Purchaser with respect thereto. This Agreement shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

17. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia.

18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Notwithstanding the foregoing, Seller shall deliver to Purchaser one original signed copy of this Agreement.

19. Time. Time is and shall be of the essence of this Agreement.

20. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

21. Exhibits. Each and every Exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each Exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

22. Notices. All notices, requests, demands, tenders and other communications hereunder shall be in writing. Any such notice, request, demand, tender or other communications shall be deemed to have been duly given if personally delivered or on the third business day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below its execution hereof. Any party, by written notice to the others in the manner herein provided, may designate an address different from that set forth herein.

Burdett: Lawrence A. Burdett
4331 BISHOP LAKE RD
MARIETTA GA 30062

BMW: Lawrence A. Burdett
4331 BISHOP LAKE RD
MARIETTA GA 30062

With a copy to: Scott W. Peters
Schreeder, Wheeler & Flint, LLP
1100 Peachtree Street, NE, Suite 800
Atlanta, Georgia 30309

Purchaser: City of Sandy Springs, Georgia
Attn: City Manager
1 Galambos Way
Sandy Springs, Georgia 30328

With a copy to: City Attorney
City of Sandy Springs, Georgia
1 Galambos Way
Sandy Springs, Georgia 30328

Escrow Agent: Candler Abstract Company
Attn: Warren O. Wheeler, Esq.
1100 Peachtree Street, NE, Suite 800
Atlanta, Georgia 30309

23. Survival. Except as otherwise specified in this Agreement, all conditions or stipulations shall merge with the closing herein.

24. Miscellaneous. If the final date for any period provided for herein for the performance of any obligation or for the taking of any action falls on Saturday, Sunday, or banking holiday, then the time of the period shall be deemed extended to the next day which is not a Saturday, Sunday, or banking holiday.

25. Special Stipulations. The following Special Stipulations, if conflicting or inconsistent with any of the preceding portions of this Agreement, or any exhibit, addendum attached hereto, shall control the rights and obligations of the parties and the interpretation of this Agreement:

(a) Environmental Condition. Seller acknowledges that Purchaser's obligation to close the purchase of the Property shall be conditioned upon the receipt of a Phase I and, if recommended by the Purchaser's environmental engineer or consultant, a Phase II environmental assessment of the Property with the scope and specific tests recommended by the Purchaser's environmental engineer or consultant. All such environmental testing shall be at the Purchaser's sole cost and risk. If any Phase II testing is required Purchaser shall notify Seller in writing of such occurrence prior to the expiration of the Free Look Period. If Purchaser fails to provide such notice prior to expiration of the Free Look Period, Purchaser shall have waived any right to terminate the Agreement related to the environmental condition of the Property. If Purchaser provides such written notice to Seller, Purchaser may order any applicable Phase II testing if ordered before the end of the Free Look Period. In the event that; (1) any Phase II testing has been ordered within the time and under the conditions provided herein, but the report with the results of such tests has not been completed and received by the Purchaser before the end of the Free Look Period, and (2) if the Purchaser elects, in Purchaser's discretion, to extend the Initial Closing Date as permitted by **Paragraph 7(a)(2)** hereof, and (3) if, after the results of such Phase II testing reveals contamination of the improvements, soil or groundwater of the Property at levels which are reasonably unacceptable to the Purchaser, the Purchaser may terminate this Agreement by delivery of written notice of termination to the Seller within ten (10) days after the delivery of the such Phase II environmental report to the Purchaser, in which case this Agreement shall terminate, the Escrow Agent shall refund the Earnest Money to Purchaser (less \$225 to be paid to the Seller for entering into this Agreement), and neither party shall have any further obligation or liability to the other, except as otherwise specifically provided by this Agreement. If the Purchaser has not delivered Purchaser's notice of termination to the Seller within the time provided herein, the Purchaser's right to terminate the Agreement pursuant to this **Subsection (a)** of this Stipulation shall expire.

26. Effective Date of Agreement. The actual date that this agreement shall become binding on Purchaser and Seller is the date the agreement is ratified pursuant to Section 27 below and sometimes referred to herein as the "Effective Date." The Purchaser shall confirm the Effective Date by entering the date that all conditions of binding acceptance have been satisfied in the space provided below and returning one copy to the Seller.

27. Ratification by City of Sandy Springs. The approval and enforceability of this Agreement shall be subject to the approval and ratification of this Agreement by the Mayor and City Council of the City of Sandy Springs, Georgia. Should the Mayor and City Council fail to approve this Agreement, the Agreement shall become void and all Escrow Funds shall be refunded to Purchaser.

28. Like Kind Exchange. Purchaser and Seller hereby acknowledge that Purchaser and/or Seller (the "**Exchange Party**") may desire to effectuate a tax-deferred exchange (also known as a "1031" or "1033" exchange) (the "**Exchange**") in connection with the purchase and/or sale of all or a portion of the Property. Each party (the "**Cooperating Party**") hereby agrees to cooperate with the Exchange Party in connection with the Exchange contemplated by the Exchange Party, provided that:

(a) All documents executed in connection with the Exchange (the "**Exchange Documents**") shall recognize that Cooperating Party is acting solely as an accommodating party to such Exchange, shall have no liability with respect thereto, and is making no

representation or warranty that the transactions qualify as a tax-free exchange under Section 1031 or 1033 of the Internal Revenue Code or any applicable state or local laws and shall have no liability whatsoever if any such transactions fail to so qualify. All Exchange Documents executed by Cooperating Party in connection with the Exchange shall be in form and substance reasonably acceptable to Cooperating Party.

(b) Such Exchange shall not result in Cooperating Party incurring any additional costs or liabilities. Exchange Party shall indemnify, defend and hold Cooperating Party harmless from and against all claims, demands, liability, losses, damages, costs and expenses (including reasonable attorneys' and accountants' fees) suffered or incurred by Cooperating Party in connection with the Exchange.

(c) In no event shall Cooperating Party be obligated to acquire any property or otherwise be obligated to take title, or appear in the records of title, to any other property in connection with the Exchange.

(d) In no event shall Exchange Party's consummation of such Exchange constitute a condition precedent to Exchange Party's obligations under this Agreement nor shall such Exchange modify any of the dates and times for performance set forth in this Agreement and Exchange Party's failure or inability to consummate such Exchange shall not be deemed to excuse or release Exchange Party from its obligations under this Agreement.

Purchaser and Seller further agree that, in connection with the foregoing, and subject in all respects to the foregoing provisions, Cooperating Party shall consent to Exchange Party assigning all or a portion of its rights under this Agreement to an exchange intermediary solely for the purpose of consummating such Exchange. In no event shall any such assignment release Exchange Party of its obligations under this Agreement or any document executed pursuant to the terms hereof, including, without limitation, its indemnity obligations hereunder, or affect in any manner any of Exchange party's representations or covenants set forth in this Agreement.

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURES BEGIN ON THE FOLLOWING PAGE.]**

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives on the dates written below.

SELLERS:

LAWRENCE A. BURDETT

By: _____
Lawrence A. Burdett

Date: _____

BURDETT CORP. d/b/a Buckhead Motor Works

By: _____
Lawrence A. Burdett
Its: President
Date: _____

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURES CONTINUE ON THE FOLLOWING PAGE.]**

PURCHASER:

THE CITY OF SANDY SPRINGS, GEORGIA, a
municipal corporation of the State of Georgia

By: _____
Andrea Surratt

Its: City Manager

Date: _____

[CORPORATE SEAL]

Purchaser confirms that the Effective Date of this Agreement is _____, 2020.

Initial here

ESCROW AGENT:

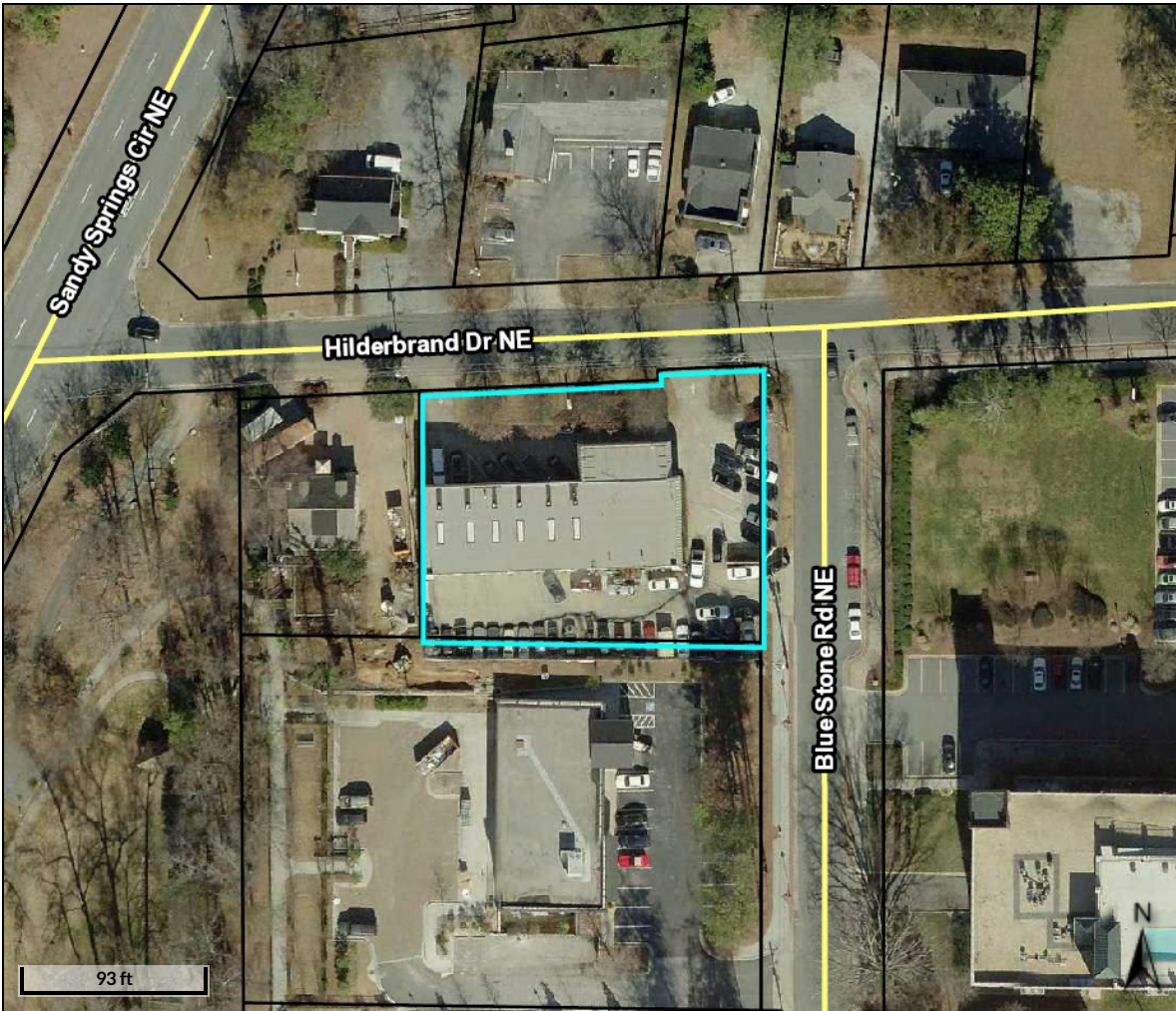
CANDLER ABSTRACT COMPANY

Date: _____, 2020

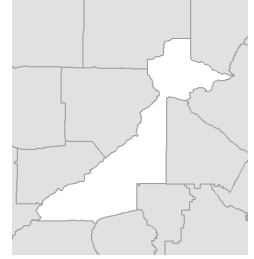
By: _____

Name: _____

Title: _____



Overview



Legend

- Parcels
- Roads

Parcel ID	17	Physical Address	151 HILDERBRAND DR	Last 2 Sales			
	008900081016			Date	Price	Reason	Qual
Class Code	C3	Owner	BURDETT LAWRENCE	6/11/2002	0	Land Contract / Unusual	U
Taxing	59		A			Financing	
District			4331 BISHOP LAKE RD	8/28/1987	\$370800	Sale Parcel in Multi	U
Acres	0.4878		MARIETTA GA 30062			Jurisdictions	
		Assessed Value	\$620,500				

Date created: 4/1/2020

Last Data Uploaded: 4/1/2020 4:04:25 AM

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GEOSPATIAL