

# CITY COUNCIL MEETING

Ted Terry – Mayor

YT Bell

Jamie Carroll

Awet Eyasu

Laura Hopkins

Ahmed Hassan

Debra Johnson

Robin I. Gomez– City Manager

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## AGENDA

Tuesday, January 7, 2020 7:00PM

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**A. CALL TO ORDER**

**B. ROLL CALL/ PLEDGE OF ALLEGIANCE**

**C. ADMINISTRATIVE BUSINESS/ PRESENTATION**

C1) Approve Minutes: Council Meeting 12-3-19

C2) Swear -In elected Council Members

C3) Council Elect Vice-Mayor

**D. CONSENT AGENDA**

D1) Confirm Attorney

D2) Confirm Auditor

D3) Confirm Judge

D4) Confirm Solicitor

D5) Confirm Ethics Hearing Officer

**E. REPORTS:**

1) Planning & Zoning Report

2) City Manager's Report

3) City Attorney's Report

4) Council Remarks

5) Mayor's Report

**F. PUBLIC COMMENTS**

Any member of the public may address the Council, during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the City must proceed in an orderly, timely manner.

**G. OLD BUSINESS**

None

**H. NEW BUSINESS**

H1) PUBLIC HEARING: Conditional use permit for property located at 3729 Church Street

H2) PUBLIC HEARING: Conditional use permit for property located at Parc 1000 Apartments; 1000 Montreal Road, Apartment 37A

H3) PUBLIC HEARING: To amend the Clarkston Zoning Ordinance to allow apartments units to be used by non-profit corporations for childcare and/or tutoring as a primary use in the NR-3, NR-CD,RC,NC-1, NC-2 and TC Districts.

H4) Approve Annexation Resolution

H5) Approve Waste Management/ Recycling agreement

**G. EXECUTIVE SESSION**

Executive Session to discuss a legal Matter

**H. ADJOURNMENT:**

*Note: Detailed Information for Agenda Items can be found at the City of Clarkston Website [www.clarkstonga.gov/](http://www.clarkstonga.gov/)*

**MINUTES**  
**CLARKSTON CITY COUNCIL**  
Tuesday, December 3, 2019  
Officials Present

Mayor: Ted Terry  
Council: YT Bell, Jamie Carroll, Andrea Cervone, Awet Eyasu,  
Ahmed Hassan, Mario Williams  
City Manager: Robin I. Gomez  
City Clerk: Tracy Ashby  
City Attorney: Stephen Quinn

**A. CALL TO ORDER**

Mayor Terry called the meeting to order at 7:00pm.

**B. ROLL CALL/ PLEDGE OF ALLEGIANCE**

Present: YT Bell, Jamie Carroll, Andrea Cervone, Awet Eyasu, Ahmed Hassan, Mario Williams

**C. ADMINISTRATIVE BUSINESS/ PRESENTATION**

C1) Approve Minutes: Council Meeting 11-7-2019 and Special Call 11-26-19

Jamie Carroll made a motion to approve the Council Meeting 11-7-2019 and Special Call 11-26-19 minutes. Awet Eyasu seconded the motion. A vote was called and the motion carried. (6, 0).

C2) Recognize Outgoing Council Members

Outgoing Councilwoman Andrea Cervone and Councilman Mario Williams were recognized for their years of service and presented a plaque. Both Council Members thanked the Council, Residents and Staff for their support during their service. Mayor Terry thanked both Council Members for their contributions to significant policy changes during their time in office.

**D. REPORTS:**

1) Planning & Zoning Report

Shawanna Qawiy provided an end of year report for Planning and Development. The final Planning & Zoning meeting for 2019 will be held on December 21. He reminded that there will not be a Work Session in December and the January 7 Council meeting will be held at the Clarkston Community Center. He thanked Council Members Williams and Cervone for their support during his first year as Clarkston's City Manager.

2) City Manager's Report

Mr. Gomez discussed the upcoming events around the City. He provided the November 30, 2019 Financial Report. He provided details on upcoming city and community events.

3) City Attorney's Report

No Report

4) Council Remarks

Andrea Cervone reported on their follow-up meeting with the Food Well Alliance.

Jamie Carroll thanked Council Members Williams and Cervone for their service to the City.

Ahmed Hassan thanked Council Members Williams and Cervone for their contributions to the City.

Awet Eyasu also thanked Council Members Williams and Cervone. He thanked the residents for their support in the City Election and he looked forward to working with the new council members.

Mario Williams appreciated his ability to serve the City.

YT Bell thanked Council Members Williams and Cervone and she expected to continue working with them outside of the Council. She reported on the Annual Literacy Day at Indian Creek elementary.

5) Mayor's Report

Mayor Terry discussed the "Giving Tuesday" and encouraged everyone to donate to local nonprofits.

**E. PUBLIC COMMENTS**

Any member of the public may address the Council, during the time allotted for public comment. Each attendee will be allowed 3 minutes for comments at the discretion of the Presiding Officer. The public comment period will be limited to 40 minutes and it is not a time for dialogue. If your public comment contains a series of questions, please submit those to the City Clerk in writing. This will facilitate follow-up by the council or staff. The City Council desires to allow an opportunity for public comment; however, the business of the City must proceed in an orderly, timely manner.

Chris Busing Discussed meeting decorum under public comments.

Warren Hadlock discussed his concerns on the DDA agenda item.

Dean Moore encouraged the Council to not rush when filling the DDA member positions.

DeKalb resident discussed the language interpretation services at the municipal courts.

Amina Osman questioned providing food donations from her residence.

Tracy Bishop discussed concerns with the City.

Ms. Tiny (Parc 1000) discussed the need for afterschool programs.

Laura Hopkins discussed her concerns with appointing members to the DDA.

Mayor Terry closed the public comments.

**F. CONSENT AGENDA**

F1) Approve GDOT Local Maintenance Improvement Grant 2020 Application in the amount of \$103,740.53, and 2018 & 2019 Grant Awards totaling \$172,753.20, 'roll-over' to 2020

F2) Adopt Resolution to Declare Property Surplus for City of Clarkston

Awet Eyasu made a motion to approve the Consent Agenda items: F1) Approve GDOT Local Maintenance Improvement Grant 2020 Application in the amount of \$103,740.53, and 2018 & 2019 Grant Awards totaling \$172,753.20, 'roll-over' to 2020 and F2) Adopt Resolution to Declare Property Surplus for City of Clarkston. Andrea Cervone seconded the motion. A vote was called and the motion carried (6, 0).

**G. OLD BUSINESS**

None

**H. NEW BUSINESS**

H1) Public Hearing 2020 Budget

Discussion on submitted art projects and Mr. Gomez clarified there was not a proposal submitted but ideas. Going forward a project would need to detail the specific type, location, cost to be considered for council approval.

1) 2020 Budget Presentation – Robin Gomez

Mr. Gomez provided the 2020 Budget presentation and addressed any questions. Discussion on pending changes to the recycling services under Waste Management.

Discussion on amending the community action project budget to add a homelessness initiative in the 2020 budget.

2) Public Hearing – To take public comment on the 2020 Proposed Operating & Enterprise Fund Budget  
Mayor Terry opened the public hearing.

Chris Busing spoke on having the public works manage the sanitation/recycling services. He requested the budgets include a table of contents.

Amy Medford requested having glass recycling bins in the city and she questioned if commercial annexation would reduce residential taxes. Jamie Carroll clarified that some commercial annexation could potentially increase cost of services delivered and so did not necessarily mean a reduction for residential taxes.

Dean Moore commented on the homeless Initiative and the work session mixers. .

No further public comments. Mayor Terry closed the public hearing.

3) Council Adopt 2020 Operating & Enterprise Budget Ordinance

Jamie Carroll made a motion to adopt the 2020 Budget with the change to advisory task groups that instead of \$10k to each group that a total of \$50k go to the combined groups and an additional \$10k for homelessness. Andrea Cervone seconded the motion. A vote was called and the motion carried (6, 0).

H2) Discuss a request by Title Max (TMX Finance) to amend Chapter 11, Article VII, Pawnbrokers, Clarkston City Code of Ordinances to Provide for Grandfathering of Previously Existing Pawnbrokers/Pawnshops with Regard to Location Restrictions

Mayor Terry stated this was a discussion to extend the amendment to the grandfather. Jamie Carroll stated he had hesitation as he had just received a legal memo tonight and he had not had an opportunity to review the memo, so he was hesitant to take any action until he could review. He hoped he would have received earlier. Mayor Terry stated as there was no action they would move on. Awet Eyasu questioned if the item was being tabled for a future meeting. Stephen Quinn clarified it would require a motion if the Council is tabling the item with the purpose to place on a future agenda but if the council doesn't want to take any action then it dies, unless separately it gets brought up through our usual process. Discussion on no work session in December and the two new council members being sworn in at the January meeting and as a professional courtesy they choose they can ask to add.

H3) Adopt Ordinance to Amend Chapter 3 Clarkston Code of Ordinances Regarding Alcohol, to Clarity That “Bona Fide Restaurants” Must Serve at Least Two (2) Meals Per Day.

Awet Eyasu discussed concerns if this is confusing to our restaurants. YT Bell stated the purpose was to provide consistency for a timeframe for restaurants to serve their meals to verify they are operating as a bona-fide restaurant. Jamie Carroll stated it provided a standard for code (or police) to verify hours of service for bona-fide restaurants and eliminates any confusion as to when meals are to be served.

YT Bell made a motion to adopt the Ordinance to Amend Chapter 3 Clarkston Code of Ordinances Regarding Alcohol, to Clarity That “Bona Fide Restaurants” Must Serve at Least Two (2) Meals Per Day. Andrea Cervone seconded the motion. Discussion on businesses that fall under this category and previous issues with non-compliance. YT Bell stated this was not a new item as it had been on committee meetings in March with public discussion. A vote was called and the motion carried (3- Yes: Andrea Cervone, YT Bell, Jamie Carroll, 2- No: Awet Eyasu, Ahmed Hassan, 1-Abstain: Mario Williams).

H4) Downtown Development Authority Appointment

Mayor Terry provided an overview of the purpose of the DDA and the appointment process. Mayor Terry invited any applicants present to address the Council.

Doug Guess provided information on his background, experience and interest to serve.

Emanuel Ransom stated he wanted to serve to see progress in the city and during his time as Mayor he had often felt the lack of having a DDA negatively impacted the city's growth.

Awet Eyasu expressed a desire to wait until the new council members were sworn in to make appointments to the DDA. Jamie Carroll requested a compromise by making two council member appointments and two non-council member appointments today, to allow the DDA to have a quorum and to begin working, while leaving one council appointment and two non-council appointments for the new council to make. Extended discussion on the appointment process and possible compromises.

Jamie Carroll made a motion to appoint Council Members Awet Eyasu and YT Bell and non-council members Doug Guess to a two year term to the Clarkston Downtown Development Authority. Andrea Cervone seconded. Awet Eyasu thanked the Council for the nomination, but he stated his preference to wait on making the appointment. Council Discussion on the appointment motion and training process. The City Attorney stated it would be more appropriate for the nomination to be made as separate motions and for the starting date and terms to be included in the motion.

Jamie Carroll made a motion to nominate Doug Guess, for a two year term to begin 1/1/2020. Ahmed Hassan seconded the motion. The vote was called and the motion carried (5-Yes: YT Bell, Mario Williams, Ahmed Hassan, Jamie Carroll, and Andrea Cervone, No- 0, Abstain-1: Awet Eyasu).

YT Bell made a motion to appoint Emanuel Ransom to the DDA starting 1/1/2020 for a two year term. Clarification that the next position would be for a four (34) year term. YT Bell amended her motion and moved to appoint Emanuel Ransom to the DDA starting 1/1/2020 for a four year term. Ahmed Hassan seconded the motion. Discussion on Mr. Ransoms appointment and that while he had previously taken the DDA training, he is willing to retake the training. The vote was called and the motion carried (5- Yes: YT Bell, Mario Williams, Ahmed Hassan, Jamie Carroll, and Andrea Cervone, No- 0, Abstain-1: Awet Eyasu).

Jamie Carroll made a motion to appoint YT Bell to the Clarkston Downtown Development Authority. Andrea Cervone seconded the motion. Discussion on YT Bell qualifications and inquiry on if a seat becomes vacant the council would appoint a new member. (5- Yes: YT Bell, Mario Williams, Ahmed Hassan, Jamie Carroll, and Andrea Cervone, No- 0, Abstain-1: Awet Eyasu).

Ahmed Hassan made a motion to appoint Awet Eyasu as a member of the DDA. Andrea Cervone seconded the motion. Discussion that both YT Bell and Awet Eyasu have previously taken the DDA training. The vote was called and the motion carried (5- Yes: YT Bell, Mario Williams, Ahmed Hassan, Jamie Carroll, and Andrea Cervone, No- 0, Abstain-1: Awet Eyasu).

The Mayor requested that the new members who have not recently completed the training are requested to coordinate with the City to attend the training.

Discussion on the criteria to fill the remaining seats.

##### H5) Amend Youth Advisory Council Resolution to Appoint an Advisory Person

YT Bell stated this was amending the Youth Advisory Committee to add an Advisory Person, an adult.

YT Bell made a motion to Amend Youth Advisory Council Resolution to Appoint an Advisory Person. Andrea Cervone seconded the motion. A vote was called and the motion carried (6, 0).

##### H6) Historic Preservation Commission Appointments

The Mayor reported that only two current applications have been submitted; a third resident had withdrawn their application. Now that Emanuel Ransom has been appointed to the DDA, and the other applicant has withdrawn their application; that leaves Dean Moore who has agreed to serve.

Mario Williams made a motion to appoint former council member Dean Moore to the Historic Preservation Commission. Awet Eyasu seconded the motion. Discussion that Dean Moore has completed a training and per the City Attorney, State law does not specify training is a requirement before meetings can be held. Debra Johnson issued her resignation from the HPC so that the appointed members can begin the process of establishing bylaws and the historic district. Shawanna Qawiy discussed setting up the first meeting process. A vote was called and the motion carried (6, 0).

H7) Resolution to Commit the City of Clarkston to protect its Natural Environment through Regulation of Environmentally Acceptable Packaging and Products

Mayor Terry stated the important part of this resolution is that the City council wishes to phase out non compostable, non-recyclable products, single use plastic products, no later than one year after the adoption of actual ordinance. The Council, City Attorney and Committees intend to have the ordinance drafted by May 5, 2020. Awet Eyasu stated the Environmental Committee has begun this work and will also plan to work with the affected businesses.

Andrea Cervone made a motion to approve the resolution to commit the City of Clarkston to protect its Natural Environment through Regulation of Environmentally Acceptable Packaging and Products. YT Bell seconded the motion. A vote was called and the motion carried (6, 0).

I. **ADJOURNMENT:**

Awet Eyasu made a motion to adjourn the Council Meeting. YT Bell seconded the motion. A vote was called and the motion carried (6, 0).

Meeting adjourned.

CITY OF CLARKSTON

ITEM NO: D1

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
CONSENT AGENDA

MEETING DATE: January 7, 2019

SUBJECT: Appoint City Attorney

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 1

INFORMATION CONTACT: ROBIN I. GOMEZ  
City Manager 404 296-6489

PURPOSE:

To Appoint the City Attorney for the period of Jan 1, 2020 to Dec 31, 2020.

NEED/ IMPACT:

Pursuant to Section 3.03 of the Clarkston City Charter, the Mayor and Council shall appoint a city attorney, together with such assistant city attorneys as may be authorized by ordinance. The city attorney shall be responsible for representing and defending the city in all litigation in which the city is a part; may be the prosecuting officer in the municipal court; shall attend the meetings of the council as directed; shall advise the council, mayor, and other officers and employees of the city concerning legal aspects of the city's affairs; and shall approve as to form and legality all contracts, deeds, ordinances and resolutions having the force of law.

Mr. Stephen Quinn has served the City of Clarkston extremely well in this capacity since 2008 and would like to continue serving in 2020.

RECOMMENDATION:

Staff recommends the City Council vote to reappoint Mr. Stephen Quinn as Clarkston City Attorney.

December 20, 2019

Mr. Robin Gomez  
City of Clarkston  
1055 Rowland Street  
Clarkston, GA 30021

**Re: Proposed Terms of Continued Legal Representation**

Dear Robin:

Thank you for the opportunity to continue our legal representation of the City of Clarkston. We consider it a privilege to represent the City. We propose a modest increase in our fee structure for 2020. We have not increased our rates for the City in two years (since January 2018). Our rates for 2018 – 2019 were as follows:

Partners: \$210/hour  
Associates: \$175/hour  
Paralegals: \$100/hour

We propose an increase to the following rates:

Partners: \$225/hour  
Associates: \$190/hour  
Paralegals: \$105/hour

This represents an approximate 7% increase and is commensurate with our increased costs of doing business over the period. Our proposed rates continue to be substantially discounted from our standard rates (\$275 - \$450 per hour for partners). Please note that existing litigation matters will continue to be billed at current rates; new litigation arising after the date of this letter would be billed at the 2020 rates.

Thank you again for providing us with the opportunity to continue working with you and representing the City of Clarkston. We consider it an honor to play a part in all the great things soon to come for Clarkston.

Sincerely yours,

WILSON, MORTON & DOWNS, LLC



Stephen G. Quinn

SGQ:mle

cc: Bryan A. Downs, Esq.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: D2

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
CONSENT AGENDA

MEETING DATE: January 7, 2020

**SUBJECT:** Approve Engagement Letter and appointment of Mauldin & Jenkins as City Auditor for FY2019 Audit

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 9

INFORMATION CONTACT: Robin Gomez  
PHONE NUMBER: 404-296-6489 ext. 411

**PURPOSE:** To approve Engagement Letter contract and appointment of Mauldin & Jenkins as City Auditor to complete the FY2019 financial statement audit.

**NEED/ IMPACT:** In accordance with the Charter, Sec. 4.05, Annual Audit, the mayor and council may employ a public accountant or a certified public accountant to make an annual audit of all financial books and records of the city. The accountant shall file his report with the mayor, at a time agreed to between him and the mayor, and shall prepare a summary of the report which shall be furnished or made available to the mayor and every councilman. Mauldin & Jenkins has provided financial audit services to the City for several years. The audit for the year ended December 31, 2019 will require additional effort due to the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) which relate to the significant amount of federal grant funds received during FY2019 in relation to the Streetscape construction project.

**RECOMMENDATIONS:** Staff recommends the City Council vote to approve the attached Engagement Letter (contract) for audit services for the year ended December 31, 2019 to occur in FY2020 in the amount of \$34,500.



December 27, 2019

Honorable Mayor and Members of the  
City Council and City Manager of  
City of Clarkston, Georgia  
3921 Church Street  
Clarkston, Georgia 30221

Attn: Dan Defnall, Finance Director and Robin Gomez, City Manager

We are pleased to confirm our understanding of the services we are to provide the City of Clarkston, Georgia (the City) for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Clarkston, Georgia as of and for the year then ended. These statements will include the budgetary comparison information for the General Fund and any major special revenue fund. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis (MD&A).
2. Schedule of Changes in the City's Net Pension Liability and Related Ratios.
3. Schedule of City Contributions – Pension Plan.
4. Budgetary comparisons for the Major Special Revenue Funds.

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of expenditures of federal awards.
2. Schedule of Projects Constructed with Special Purpose Local Option Sales Tax Proceeds.
3. Combining and individual fund statements.

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the City Council for the City of Clarkston, Georgia. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

### **Management Responsibilities**

Management is responsible for the financial statements, schedule of expenditures of federal awards, and all accompanying information as well as all representations contained therein.

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review subsequent to the start of fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include

the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to an exempt offering document with which Mauldin & Jenkins is not involved, you agree to clearly indicate in the exempt offering document that Mauldin & Jenkins is not involved with the contents of such offering document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. You agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting

estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Clarkston, Georgia's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Clarkston's major programs. The purpose of these procedures will be to express an opinion on the City of Clarkston's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform these services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Audit Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City of Clarkston, Georgia; however, management is responsible for distribution of the reports and financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Mauldin & Jenkins and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Mauldin & Jenkins personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a regulatory body. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately April 13, 2020 and to issue our reports no later than June 30, 2020. Douglas A. Moses is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be \$34,500 for the year ended December 31, 2019. This fee includes the audit of one major federal grant program. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable upon presentation. The above fees are based on anticipated cooperation from your personnel (including complete and timely receipt by us of the information on the respective client participation listings to be prepared annually) and the assumption that unexpected circumstances (including scope changes) will not be encountered during the audit. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate before we incur the additional costs.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

We appreciate the opportunity to be of service to the City of Clarkston, Georgia and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

MAULDIN & JENKINS, LLC



Douglas A. Moses

RESPONSE:

This letter correctly sets forth the understanding of the City of Clarkston, Georgia.

By: Robin I Gomez REI

Title: City Manager

CITY OF CLARKSTON

ITEM NO: D3

CLARKSTON CITY COUNCIL MEETING

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
CONSENT AGENDA

MEETING DATE: January 7, 2020

SUBJECT: Approve Contract for Municipal Court Judge Services with David C. Will

DEPARTMENT: Administration

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 3

INFORMATION CONTACT: ROBIN I GOMEZ  
City Manager 404 296-6489

PURPOSE:

To Approve a Contract for Municipal Court Judge Services with David C. Will

NEED/ IMPACT:

In accordance with the Charter, Sec. 3.04, the City of Clarkston Municipal Court shall be presided over by a qualified judge appointed by the City Council on an annual basis.

Judge David Will has served extremely well in this capacity for three (3) calendar years and would like to continue in 2020. The initial term of the agreement was for one (1) year and is renewable annually.

The attached Agreement outlines the services to be provided by Mr. David C. Will and sets the level of compensation which will be \$2,000 per month.

RECOMMENDATION: Staff recommends the City Council vote to approve the attached Contract for Municipal Court Judge Services between David C. Will and the City of Clarkston.

## CONTRACT TO PROVIDE MUNICIPAL JUDGE SERVICES

THIS AGREEMENT is made and entered into effective January 1, 2020, between the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and DAVID C. WILL, Attorney at Law.

### WITNESSETH:

WHEREAS, the CITY desires the services of DAVID C. WILL as Municipal Judge, pursuant to Section 3.04 of the Charter of the CITY OF CLARKSTON; and

WHEREAS, DAVID C. WILL is qualified to serve as Municipal Judge pursuant to O.C.G.A § 36-32-1.1 and desires to serve as Judge of the Clarkston Municipal Court; and

WHEREAS, DAVID C. WILL desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY OF CLARKSTON; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The CITY hereby contracts with DAVID C. WILL to perform all functions and duties specified in Section 3.06 of the Charter of the CITY OF CLARKSTON and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
  - a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;
  - b. Preside over criminal, traffic, parking cases, arraignments, trials, and hearings and set forth the courtroom calendar;
  - c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
  - d. Coordinate with the City Solicitor and Court Clerk to reduce or eliminate backlog of pending cases;
  - e. Review annually data gathered by the CITY regarding cases generated by the Clarkston Police Department which are being filed in the Municipal Court;
  - f. Prepare an annual report concerning Municipal Court operations and personally present that report to the City Council;
  - g. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court;



until December 31, 2020. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties.

5. Compensation. Effective January 1, 2020, the compensation shall be \$2,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
6. Removal. DAVID C. WILL may be removed from his position as Municipal Judge during the term of this Agreement for the reasons and upon the procedures set forth in O.C.G.A. § 36-32-2.2.
7. Hours of Work. It is recognized that the hours devoted by the judge in the performance of his responsibilities may vary with the caseload of the Court. The judge shall report, when requested by the City Council, an account describing the amount of time he is devoting to his judicial duties.
8. Periodic Review. The City Council may review the performance and compensation of the Municipal Court Judge by such method and at such times as the Council shall deem appropriate.
9. Dues and Subscriptions. The Municipal Court Judge shall maintain membership in the Georgia Council of Municipal Court Judges and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the Municipal Judge to participate in national, regional, and state and local associations and organizations necessary and desired for his continued professional growth and advancement and to improve his performance as Municipal Judge of the CITY OF CLARKSTON. Should the Municipal Judge desire to incur any expenditure for any of the proposed activities outlined above, he may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.
10. Professional Development. The CITY agrees to reimburse the Municipal Judge for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Municipal Judge. The procedures for reimbursement referred to in paragraph 9 above shall apply to expenses incurred pursuant to this paragraph as well.
11. General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to DAVID C. WILL or any pro tem judge other than as set forth herein.

CITY OF CLARKSTON:

\_\_\_\_\_  
Ted Terry, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
David C. Will, Municipal Judge

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

 12-31-19  
\_\_\_\_\_  
Stephen G. Quinn

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: D4

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
CONSENT AGENDA

MEETING DATE: January 7, 2020

SUBJECT: Approve Contract for Municipal Court Solicitor Services with Christopher Diwan

DEPARTMENT: City Council

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages: 3

INFORMATION CONTACT: ROBIN I GOMEZ  
Contact: 404-296-6489

PURPOSE:

To Approve a Contract for Municipal Court Solicitor Services with Christopher Diwan

NEED/ IMPACT:

The Public Safety Committee recommended that Christopher Diwan be appointed as the Municipal Court Solicitor effective January 1, 2019.

Mr. Diwan has served as the City of Clarkston Solicitor exceptionally well for three calendar years. The initial term of the agreement was for one (1) year and is renewable annually.

The attached Agreement outlines the services to be provided by Christopher Diwan and sets the level of compensation which will be \$1,000 per month.

RECOMMENDATION:

The City Manager recommends the City Council vote to approve the attached Contract for Municipal Court Solicitor services between Christopher Diwan and the City of Clarkston.

## **CONTRACT TO PROVIDE PROSECUTING ATTORNEY SERVICES TO CLARKSTON MUNICIPAL COURT**

THIS AGREEMENT is made and entered into effective this 1st day of January, 2020, by and between the CITY OF CLARKSTON, GEORGIA, a municipal corporation, hereinafter referred to as "CITY" and CHRISTOPHER DIWAN, Attorney at Law.

### W I T N E S E T H:

WHEREAS, the CITY desires the services of CHRISTOPHER DIWAN as City Solicitor, pursuant to Section 3.04 of the Charter of the CITY OF CLARKSTON; and

WHEREAS, CHRISTOPHER DIWAN is qualified to serve as prosecuting attorney of a municipal court pursuant to O.C.G.A. § 15-18-92(a) and desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY OF CLARKSTON; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. Duties. The CITY hereby contracts with CHRISTOPHER DIWAN to perform all functions and duties of the prosecuting attorney of the Clarkston Municipal Court (i.e., serve as City Solicitor) and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:
  - a. Prosecute cases within the jurisdiction of the City Charter, Ordinances, and Georgia State Statutes that are within the original jurisdiction of the Clarkston Municipal Court;
  - b. Perform advanced professional legal work involving the prosecution of defendants in misdemeanor criminal cases;
  - c. Participate in administrative and research functions in civil areas when so directed by the City Manager;
  - d. Report to the City Manager as requested regarding the functions of the Municipal Court system;
  - e. Collaborate with the Municipal Court Judge to develop and carry out policies for trial procedures;
  - f. Coordinate with the Municipal Court Judge, Public Defender and Court Clerk to reduce or eliminate backlog of pending cases;
  - g. Annually review data gathered by the CITY regarding cases generated by the Clarkston Police Department and filed in the Municipal Court;

- h. Prepare an annual report concerning Municipal Court operations and results and personally present that report to the City Council;
  - i. Annually review and recommend changes to the Clarkston Municipal Code which relate to Municipal Court; and
  - j. Make recommendations to the CITY to improve the financial or other operating conditions of the Court.
- 2. Independent Contractor. In performing the duties of City Solicitor, CHRISTOPHER DIWAN shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his prosecutorial responsibilities, save and except that CHRISTOPHER DIWAN agrees to carry out his duties in a timely, consistent, fair and effective manner.
- 3. Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2020. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, CHRISTOPHER DIWAN shall serve at the pleasure of the City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in CHRISTOPHER DIWAN any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.
- 4. Compensation. Effective January 1, 2020, the compensation shall be \$1,000 monthly. Payment shall be made on or before the last working day of each month this Agreement remains in effect.
- 5. Hours of Work. It is recognized that the hours devoted by the Solicitor in the performance of his responsibilities may vary with the caseload of the Court. The Solicitor shall report to the City Manager upon request the amount of time he is devoting to his duties as Solicitor.
- 6. Periodic Review. The City Council may review the performance and compensation of the City Solicitor by such method and at such times as the Council shall deem appropriate.
- 7. Dues and Subscriptions. The City Solicitor shall maintain membership in an appropriate statewide organization for City Solicitors and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the City Solicitor to participate in national, regional, and state and local associations and organizations necessary and desired for her continued professional growth and advancement and to improve her performance as City Solicitor. Should the City Solicitor desire to incur any expenditure for any of the proposed activities outlined above, she may obtain prior consent from the City Manager of the CITY OF CLARKSTON, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses.
- 8. Professional Development. The CITY agrees to reimburse the City Solicitor for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the City Solicitor. The procedures for reimbursement referred to in paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.

9. General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to CHRISTOPHER DIWAN other than as set forth herein.

CITY OF CLARKSTON:

\_\_\_\_\_  
Ted Terry, Mayor

\_\_\_\_\_  
CHRISTOPHER DIWAN, City Solicitor

Date:\_\_\_\_\_

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Stephen G. Quinn  
City Attorney

CITY OF CLARKSTON

ITEM NO: H1

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
City Council

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: January 7, 2020

SUBJECT: Conditional use permit for property located at 3729 Church Street

DEPARTMENT:  
Planning & Development

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages:

INFORMATION CONTACT:  
Shawanna Qawiy-Sapp,  
Planning and Development Director

PURPOSE: To consider a conditional use request from the Proskueno Ministries, Incorporated for the property to be used as office space, community meetings, and trainings for Christian multicultural worship.

NEED/ IMPACT:

A conditional use permit application request shall be heard at public hearings to be determined whether or not the applicants proposed conditional use would generally be in the public interest. In considering whether a proposed conditional use is in the public interest, the mayor and city council shall consider the following, among other relevant factors: (1) Whether the conditional use would be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood; (2) Whether the proposed conditional use would increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties; (3) Whether the establishment of the conditional use would impede the normal and orderly development of surrounding property for uses predominant in the area; and (4) Whether the location and character of the proposed conditional use would be consistent with a desirable pattern of development for the locality in general.

RECOMMENDATION(S):

STAFF:

Staff recommended approving the conditional use permit request to allow for office space, community meetings, and trainings for Christian multicultural worship, with the condition to adhere to Sections 1107 Minimum off-street parking requirements, 12-28 Noise, and 10-20 Noise Violations, of the City of Clarkston’s Code of Ordinances.

PLANNING AND ZONING BOARD RECOMMENDATION(S): 12/17/2019

The Planning and Zoning Board recommended approving Staff’s recommendations.



CITY OF CLARKSTON  
CONDITIONAL USE PERMIT APPLICATION

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

APPLICANT INFORMATION

APPLICANT NAME: PROSKUNEO MINISTRIES, INC.

ADDRESS: Po Box 1237 Clarkston, GA 30021

PHONE: 770-842-2610 CELL: N/A FAX: N/A

EMAIL ADDRESS: jd@proskuneeo.org

OWNER INFORMATION (If different from Applicant)

OWNER NAME: Forward Realty International Group

ADDRESS: 4210 Hambrick Way

PHONE: 404-910-8431 CELL: N/A FAX: \_\_\_\_\_

EMAIL ADDRESS: bikash.chhetri80@gmail.com

PROPERTY INFORMATION (attach legal description)

ADDRESS: 3729 Church St. Clarkston, GA 30021

PARCEL ID#: 18 066 04 002 LAND LOT: \_\_\_\_\_ DISTRICT: 34-Clarkston

CONDITIONAL USE PERMIT REQUEST

CURRENT ZONING: RC CURRENT LAND USE: offices

PROPOSED LAND USE: offices + assembly for non-profit organization

DESCRIPTION OF USE (ex.: number of employees, details of operation, etc.): We will use the property for office space for 4 full-time employees and 7 part-time. We will also have community meetings and trainings related to the arts as well as Christian multicultural worship.

CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: 3729 Church St. Canton, GA 30021

Mikael Chelob

Type or Print Owner's Name

[Signature]

Owner's Signature

10/11/19

Date

Sworn and subscribed before me this \_\_\_ day of \_\_\_\_\_

Notary Public

Commission Expires \_\_\_\_\_

(Seal)

POWER OF ATTORNEY (if owner is not the applicant) N/A

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner; (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

Type or Print Owner's Name

Owner's Signature

Date

Sworn and subscribed before me this \_\_\_ day of \_\_\_\_\_

Commission Expires \_\_\_\_\_

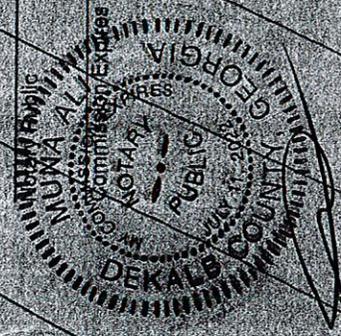
(Seal)

Type or Print Applicant's Name

Applicant's Signature

Date

10/11/2015



ATTORNEY / AGENT

N/A

CIRCLE ONE: Attorney

Agent

Type or Print Attorney / Agent's Name

Attorney / Agent's Signature

Address

Phone Number

Email Address

AUTHORIZATION TO INSPECT PREMISES

I/we

owned Realty / ATL group, LLC

owner(s) of the subject property, which is the subject matter of this application, have authorized the City of Clarkston to inspect the premises, which is the subject of this request for a Conditional Use Permit.

Bikara Chelbi

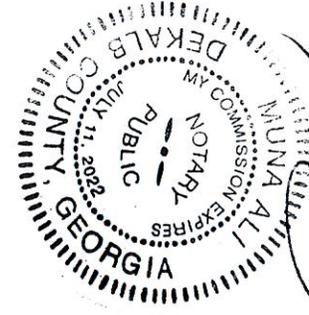
Type or Print Owner's Name

[Signature]

Owner's Signature

10/11/19

Date



10/11/2019



# PROSKUNEO MINISTRIES

To Whom It May Concern:

This is a letter of intent to state clearly the proposed use of the property at 3729 Church St. Clarkston, GA 30021. In addition to a variety of other services, Proskuneo Ministries has been offering free and low-cost music/arts lessons and classes in Clarkston since 2013. We began this service because community leaders reached out to us and asked us to fill this gap in the Clarkston community. In addition, we have partnered with the City and other local organizations numerous times in order to begin and operate the Clarkston Culture Fest and for city events such as the Christmas Tree Lighting ceremonies. We do not wish to alter or develop the current property in any way. We simply need a Conditional Use Permit to be able to use the property at 3729 Church St. Clarkston, GA 30021 in the following manner:

- Music/Arts lessons and classes for children and adults
- Creative collaboration among community members in songwriting, visual art, etc.
- Prayer/Worship gatherings
- Hospitality, welcoming people into our community and offering them a space to connect with one another
- Office space for our staff members and volunteers

Thank you for your consideration. I am happy to answer any questions you might have by email ([jd@proskuneo.org](mailto:jd@proskuneo.org)) or phone (770-842-2610).

Sincerely,

Joshua S. Davis; Executive Director

Return Recorded Document to:  
OHLSON & MEDLOCK, LLC  
6335 Amherst Ct.  
Peachtree Corners, GA 30092  
OM17.3456

2018052088 DEED BOOK 26800 Pg 43  
Filed and Recorded:  
3/14/2018 12:29:02 PM  
Debra DeBerry  
Clerk of Superior Court  
DeKalb County, Georgia  
Real Estate Transfer Tax \$0.00

## QUITCLAIM DEED

STATE OF GEORGIA  
COUNTY OF GWINNETT

THIS INDENTURE, Made the 5th day of FEBRUARY, 2018 between

**Bikash Chhetri and Bishnu Chhetri**

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

**Forward Realty International Group, LLC**

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

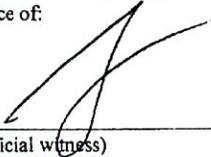
**WITNESSETH** that : Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever **QUITCLAIM** unto the said Grantee,

**SEE ATTACHED EXHIBIT 'A' HERETO AND MADE A PART HEREOF.**

**TO HAVE AND TO HOLD** the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim or demand any right to title to said premises or appurtenances, or any rights thereof.

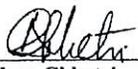
**IN WITNESS WHEREOF**, the Grantor has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered in the  
presence of:

  
\_\_\_\_\_  
(Unofficial witness)

  
\_\_\_\_\_  
(Notary Public)

  
\_\_\_\_\_  
**Bikash Chhetri** (Seal)

  
\_\_\_\_\_  
**Bishnu Chhetri** (Seal)



Return to:  
Ohlson & Medlock LLC  
6335 Amherst Ct  
Peachtree Corners, GA 30092  
File: OM17.3456

2019048178 DEED BOOK 27443 Pg 53



Georgia Intangible Tax Paid \$0.00  
Real Estate Transfer Tax \$0.00

Filed and Recorded:  
3/19/2019 3:42:32 PM  
Debra DeBerry  
Clerk of Superior Court  
DeKalb County, Georgia

CROSS REFERENCE:  
Deed Book 26800, Page 21;  
DEKALB COUNTY, GEORGIA RECORDS,

STATE OF GEORGIA  
COUNTY OF GWINNETT

### SCRIVENER'S AFFIDAVIT

COMES NOW, the undersigned, who, being duly sworn, does hereby aver and state as following:

LIMITED WARRANTY DEED dated February 5<sup>th</sup>, 2018, conveying a property from the Grantor, **Aminadab Cruz Hernandez**, to Grantee, **Bikash Chhetri and Bishnu M. Chhetri**, in Dekalb County, Georgia records.

- 1) Said Deed contains an error in the Grantee's name, to wit.

**Bishnu M. Chhetri**

The correct full name of the Grantee is as follows.

**Bishnu M. Chhetri a/k/a Bishnu Chhetri**

- 2) Said legal description contains an error missing a directional call and the correct legal description is to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66, 18<sup>TH</sup> DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND OF THE NORTH SIDE OF ROWLAND STREET 196.09 FEET NORTHEASTERLY FROM THE NORTHWESTERLY CORNER OF THE INTERSECTION OF ROWLAND STREET AND LOVEJOY STREET AND RUNNING THENCE NORTH 34 DEGREES 34 MINUTES 45 SECONDS WEST 201.95 FEET TO AND IRON PIN FOUND ON THE SOUTH SIDE OF CHURCH STREET; RUNNING THENCE NORTH 64 DEGREES 38 MINUTES 59 SECONDS EAST ALONG THE SOUTH SIDE OF CHURCH STREET 99.99 FEET TO A POINT; RUNNING THENCE SOUTH 34 DEGREES 24 MINUTES 04 SECONDS EAST 205.37 FEET TO A POINT LOCATED ON THE NORTH SIDE OF ROWLAND STREET; RUNNING THENCE SOUTH 66 DEGREES 38 MINUTES 26 SECONDS WEST 99.97 FEET ALONG THE NORTH SIDE OF ROWLAND STREET TO THE POINT OF BEGINNING; AS SHOWN ON PLAT OF SURVEY PREPARED BY JOHN W. STANZILIS, JR., R.L.S., DATED MAY 2, 1989.

BEING THE SAME PROPERTY CONVEYED ON A WARRANTY DEED FROM MARY MARGARET HERMAN TO JOHN STEVE ALLGOOD AND RANDAL A. ALLGOOD ON 06/22/1989 AND RECORDED ON 06/28/1989 AT DB 6464 PAGE 677, DEKALB COUNTY, GEORGIA RECORDS.

MAP PARCEL ID 18-066-04-002

Property Address: 3729 Church St, Clarkston, GA 30021

AS TO ANYTHING FURTHER ON THIS MATTER, THE AFFIANT SAYETH NOT.

Sworn to and subscribed me.

This 13<sup>th</sup> day of March

*John N. [Signature]*  
Notary Public



*[Signature]*

Quyen T. Shin, Esq.  
Ohlson & Medlock, LLC

Return Recorded Document to:  
Ohlson & Medlock, LLC  
6335 Amherst Court  
Peachtree Corners, GA 30092  
OM17.3456

2018052085 DEED BOOK 26800 Pg 21

Real Estate Transfer Tax \$188.00

Filed and Recorded:  
3/14/2018 12:29:02 PM  
Debra DeBerry  
Clerk of Superior Court  
DeKalb County, Georgia

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**LIMITED WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF GWINNETT

THIS INDENTURE, made the 5th day of February, 2018, between

**Aminadab Cruz Hernandez,**

party of the first part, and

**Bikash Chhetri and Bishnu M. Chhetri,  
as Joint Tenants with Right of Survivorship**

party of the second part.

**WITNESSETH** That: the said party of the first part, for and in consideration of the sum of **TEN AND 00/100 DOLLARS (\$10.00)** and other goods and valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all that tract or parcel of land

**ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66, 18<sup>TH</sup> DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT AN IRON PIN FOUND OF THE NORTH SIDE OF ROWLAND STREET 196.09 FEET NORTHEASTERLY FROM THE NORTHWESTERLY CORNER OF THE INTERSECTION OF ROWLAND STREET AND LOVEJOY STREET AND RUNNING THENCE 34 DEGREES 34 MINUTES 45 SECONDS WEST 201.95 FEET TO AND IRON PIN FOUND ON THE SOUTH SIDE OF CHURCH STREET; RUNNING THENCE NORTH 64 DEGREES 38 MINUTES 59 SECONDS EAST ALONG THE SOUTH, SIDE OF CHURCH STREET 99.99 FEET TO A POINT; RUNNING THENCE SOUTH 34 DEGREES 24 MINUTES 04 SECONDS I EAST 205.37 FEET TO A POINT LOCATED ON THE NORTH SIDE OF ROWLAND STREET; RUNNING THENCE SOUTH 66 DEGREES 38 MINUTES 26 SECONDS WEST 99.97 FEET ALONG THE NORTH SIDE OF ROWLAND STREET TO THE POINT OF BEGINNING; AS SHOWN ON PLAT OF SURVEY PREPARED BY JOHN W. STANZILIS, JR., R.L.S., DATED MAY 2, 1989.**

**BEING THE SAME PROPERTY CONVEYED ON A WARRANTY DEED FROM MARY MARGARET HERMAN TO JOHN STEVE ALLGOOD AND RANDAL A. ALLGOOD ON 06/22/1989 AND RECORDED ON 06/28/1989 AT DB 6464 PAGE 677, DEKALB COUNTY, GEORGIA RECORDS.**

3729 Church St, Clarkston, GA 30021

# LEGAL DESCRIPTION OF PROPERTY

Return to:  
OHLSON & MEDLOCK LLC  
6335 Amherst Ct  
Peachtree Corners, GA 30092  
OM17.3456

**CROSS REFERENCE:**  
Deed Book 26800, Page 43  
DEKALB COUNTY, GEORGIA RECORDS

2019048179 DEED BOOK 27443 Pg 54  
Filed and Recorded:  
3/19/2019 3:42:32 PM  
Debra DeBerry  
Clerk of Superior Court  
DeKalb County, Georgia  
Georgia Intangible Tax Paid \$0.00  
Real Estate Transfer Tax \$0.00

STATE OF GEORGIA  
COUNTY OF GWINNETT

## SCRIVENER'S AFFIDAVIT

COMES NOW, the undersigned, who, being duly sworn, does hereby aver and state as following:

The undersigned did prepare the LEGAL DESCRIPTION for the above referenced QUITCLAIM DEED dated February 5<sup>th</sup>, 2018, conveying a property from Grantor, **Bikash Chhetri and Bishnu Chhetri**, to Grantee, **Forward Realty International Group, LLC**, in Dekalb County, Georgia records.

Said legal description contains an error missing a directional call and the correct legal description is to wit:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66, 18<sup>TH</sup> DISTRICT, DEKALB COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND OF THE NORTH SIDE OF ROWLAND STREET 196.09 FEET NORTHEASTERLY FROM THE NORTHWESTERLY CORNER OF THE INTERSECTION OF ROWLAND STREET AND LOVEJOY STREET AND RUNNING THENCE NORTH 34 DEGREES 34 MINUTES 45 SECONDS WEST 201.95 FEET TO AND IRON PIN FOUND ON THE SOUTH SIDE OF CHURCH STREET; RUNNING THENCE NORTH 64 DEGREES 38 MINUTES 59 SECONDS EAST ALONG THE SOUTH SIDE OF CHURCH STREET 99.99 FEET TO A POINT; RUNNING THENCE SOUTH 34 DEGREES 24 MINUTES 04 SECONDS EAST 205.37 FEET TO A POINT LOCATED ON THE NORTH SIDE OF ROWLAND STREET; RUNNING THENCE SOUTH 66 DEGREES 38 MINUTES 26 SECONDS WEST 99.97 FEET ALONG THE NORTH SIDE OF ROWLAND STREET TO THE POINT OF BEGINNING; AS SHOWN ON PLAT OF SURVEY PREPARED BY JOHN W. STANZILIS, JR., R.L.S., DATED MAY 2, 1989.

BEING THE SAME PROPERTY CONVEYED ON A WARRANTY DEED FROM MARY MARGARET HERMAN TO JOHN STEVE ALLGOOD AND RANDAL A. ALLGOOD ON 06/22/1989 AND RECORDED ON 06/28/1989 AT DB 6464 PAGE 677, DEKALB COUNTY, GEORGIA RECORDS.

MAP PARCEL ID 18-066-04-002

Property Address: 3729 Church St, Clarkston, GA 30021

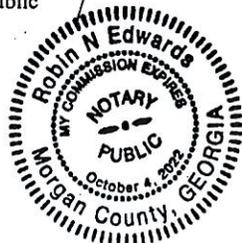
AS TO ANYTHING FURTHER ON THIS MATTER, THE AFFIANT SAYETH NOT.

Sworn to and subscribed me  
This 13<sup>th</sup> day of March, 2019

Robin N. Edwards  
Notary Public

Quyen T. Shin  
Quyen T. Shin, Esq.

Ohlson & Medlock LLC  
6335 Amherst Court  
Peachtree Corners, GA 30092





**ATLANTA COMMERCIAL BOARD OF REALTORS® , INC.  
COMMERCIAL LEASE AGREEMENT**



THIS LEASE is made this 24 day July 2019 by and among \_\_\_\_\_  
 Forward Realty International Group, LLC \_\_\_\_\_ (“Landlord”),  
 PROSKUNEO MINISTRIES \_\_\_\_\_ (“Tenant”),  
 Bikash chhetri, Keller Williams Realty Atlanta Partners \_\_\_\_\_ (“Broker”) and  
 \_\_\_\_\_ (“Co-Broker”).

WITNESSETH:

**1. PREMISES.**

Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and contained herein to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (“Premises”), to wit:

3729 Church St, Clarkston, GA 30021

and being known as 3729 Church St, Clarkston, GA 30021. No easement for light or air is included in the Premises.

**2. TERM.**

The Tenant shall have and hold the Premises for a term of 1 year beginning on the 1st day of August, 2019, and ending on the 1st day of August, 2020, at midnight, unless sooner terminated as hereinafter provided.

**3. RENTAL.**

Tenant agrees to pay to  Landlord or  Broker at the address of  Landlord or  Broker as stated in this Lease, without demand, deduction or setoff, an annual rental of \$25,200 payable in equal monthly installments of \$2100.00 in advance on the first day of each calendar month during the term hereof. Upon execution of this Lease, Tenant shall pay the first full month’s rent due hereunder. Rental for any period during the term hereof which is for less than one month shall be a prorated portion of the monthly rental due.

**4. LATE CHARGES.**

If  Landlord or  Broker fails to receive all or any portion of a rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

**5. SECURITY DEPOSIT.**

Tenant shall deposit with Landlord upon execution of this Lease \$4200.00 as a security deposit which shall be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease of Tenant. If any of the rents or other charges or sums payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary to compensate Landlord toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant’s other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease.

**6. UTILITY BILLS.**

Tenant shall pay all utility bills, including, but not limited to water, sewer, gas, electricity, fuel, light and heat bills for the premises, and Tenant shall pay all charges for garbage collection or other sanitary services.

## **7. COMMON AREA COSTS; RULES AND REGULATIONS.**

If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its pro rata share of common area maintenance costs as hereinafter more particularly set forth in the Special Stipulations. The Rules and Regulations, if attached hereto, are made a part of this Lease. Tenant agrees to perform and abide by those Rules and Regulations, if attached hereto, and such other Rules and Regulations as may be made from time to time by Landlord.

## **8. USE OF PREMISES.**

The Premises shall be used for PROSKUNEO MINISTRIES purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises.

## **9. ABANDONMENT OF THE PREMISES.**

Tenant agrees not to abandon or vacate the Premises during the term of this Lease and agrees to use the Premises for the purposes herein leased until the expiration hereof.

## **10. TAX AND INSURANCE ESCALATION.**

Tenant shall pay upon demand by Landlord as additional rental during the term of this Lease, and any extension or renewal thereof, the amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year 2019 \_\_\_\_\_. In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the Property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease year. Tenant shall further pay, upon demand, its pro rata share of the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost for the first year of the Lease term for each subsequent year during the term of this Lease. Tenant's pro rata portion of increased taxes or share of excess cost of fire and extended coverage and liability insurance, as provided herein, shall be payable within fifteen (15) days after receipt of notice from Landlord as to the amount due.

## **11. INDEMNITY AND WAIVER OF CLAIMS.**

Except to the extent caused by the gross negligence or willful misconduct of Landlord or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees, lenders and agents (the "Landlord Related Parties"), Tenant hereby waives all claims against and releases Landlord and Landlord Related Parties from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, or (e) any matter not within the reasonable control of Landlord. Except to the extent caused by the gross negligence or willful misconduct of Landlord or any Landlord Related Parties, Tenant shall indemnify, defend and hold Landlord and Landlord Related Parties harmless against and from all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses, including, without limitation, reasonable attorneys' fees and other professional fees (if and to the extent permitted by Law) (collectively referred to as "Losses"), which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the Premises or any acts or omissions (including violations of Law) of Tenant, the Tenant Related Parties or any of Tenant's transferees, contractors or licensees. Except to the extent caused by the gross negligence or willful misconduct of Tenant or any Tenant Related Parties, Landlord shall indemnify, defend and hold Tenant, its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents ("Tenant Related Parties") harmless against and from all Losses which may be imposed upon, incurred by or asserted against Tenant or any of the Tenant Related Parties by any third party and arising out of or in connection with any damage or injury occurring in the common areas of the Building or the acts or omissions (including violations of Law) of Landlord or the Landlord Related Parties.

## **12. INSURANCE.**

Tenant shall maintain the following insurance ("Tenant's Insurance"): (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$2,000,000.00; (b) Property/Business Interruption Insurance written on an All Risk or Causes of Loss - Special Form, with coverage for broad form water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises ("Tenant's Property") and any Leasehold Improvements performed by or for the benefit of Tenant; (c) Workers' Compensation Insurance in amounts required by Law; and (d) Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing Tenant's Insurance shall have an A.M. Best rating of not less than B+VIII. All Commercial General Liability Insurance policies shall name as additional insureds Landlord (or its successors and assignees), the managing agent for the Building (or any successor), any lender of

Landlord and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors as the interest of such designees shall appear. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall endeavor to give Landlord and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant's Insurance. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk or Causes of Loss - Special Form property insurance on the Building at not less than eighty percent (80%); replacement cost value as reasonably estimated by Landlord.

### **13. SUBROGATION.**

Landlord and Tenant hereby waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other for any loss or damage with respect to Tenant's Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

### **14. REPAIRS BY LANDLORD.**

Landlord agrees to keep in good repair the roof, foundations and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its brokers, employees or invitees. If the Premises are part of a larger building or group of buildings, then to the extent that the grounds are common areas, Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

### **15. REPAIRS BY TENANT.**

Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, except those repairs expressly required to be made by Landlord hereunder. Unless the grounds are common areas of a building(s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

### **16. ALTERATIONS.**

Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph 14 upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of this Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

### **17. REMOVAL OF FIXTURES.**

Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

### **18. DESTRUCTION OF OR DAMAGE TO PREMISES.**

If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed and Landlord shall restore the Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

### **19. GOVERNMENTAL ORDERS.**

Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that in order to comply with

such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party by certified mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

## **20. CONDEMNATION.**

If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, are condemned by any legally constituted authority for any public use or purposes, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided. Broker may become a party to the condemnation proceeding for the purpose of enforcing his rights under this paragraph.

## **21. ASSIGNMENT AND SUBLETTING.**

Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The assignee of Tenant, at the option of Landlord, shall become liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

## **22. EVENTS OF DEFAULT.**

The happening of any one or more of the following events (hereinafter any one of which may be referred to as an ("Event of Default")) during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (A) Tenant fails to pay the rental as provided for herein; (B) Tenant abandons or vacates the Premises; (C) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (D) Tenant is adjudicated bankrupt; (E) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (F) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under the present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (G) Tenant makes an assignment for benefit of creditors; or (H) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

## **23. REMEDIES UPON DEFAULT.**

Upon the occurrence of an Event of Default, Landlord, in addition to any and all other rights or remedies it may have at law or in equity, shall have the option of pursuing any one or more of the following remedies:

(A) Landlord may terminate this Lease by giving notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Tenant under this Lease and in and to the Premises shall expire and terminate, and Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination and Tenant shall surrender the Premises to Landlord on the date specified in such notice;

(B) Landlord may terminate this Lease as provided in paragraph 23(A) hereof and recover from Tenant all damages Landlord may incur by reason of Tenant's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (i) the monthly rental and additional rent for the period commencing with the day following the date of such termination and ending with the date hereinbefore set for the expiration of the full term hereby granted, over (ii) the aggregate reasonable rental value of the Premises (less reasonable brokerage commissions, attorneys' fees and other costs relating to the reletting of the Premises) for the same period, all of which excess sum shall be deemed immediately due and payable;

(C) Landlord may, without terminating this Lease, declare immediately due and payable all monthly rental and additional rent due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term, upon making such payment, Tenant shall be entitled to receive from Landlord all rents received by Landlord from other assignees, tenants and subtenants on account of the Premises during the term of this Lease, provided that the monies to which Tenant shall so become entitled shall in no event exceed the entire amount actually paid by Tenant to Landlord pursuant to this clause (C) less all costs, expenses and attorneys' fees of Landlord incurred in connection with the reletting of the Premises; or

(D) Landlord may, from time to time without terminating this Lease, and without releasing Tenant in whole or in part from Tenant's obligation to pay monthly rental and additional rent and perform all of the covenants, conditions and agreements to be performed by Tenant as provided in this Lease, make such alterations and repairs as may be necessary in order to relet the

Premises, and, after making such alterations and repairs, Landlord may, but shall not be obligated to, relet the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable or acceptable; upon each reletting, all rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord, second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys' fees, and of costs of such alterations and repairs, third, to the payment of the monthly rental and additional rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied against payments of future monthly rental and additional rent as the same may become due and payable hereunder; in no event shall Tenant be entitled to any excess rental received by Landlord over and above charges that Tenant is obligated to pay hereunder, including monthly rental and additional rent; if such rentals received from such reletting during any month are less than those to be paid during the month by Tenant hereunder, including monthly rental and additional rent, Tenant shall pay any such deficiency to Landlord, which deficiency shall be calculated and paid monthly; Tenant shall also pay Landlord as soon as ascertained and upon demand all costs and expenses incurred by Landlord in connection with such reletting and in making any alterations and repairs which are not covered by the rentals received from such reletting; notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Tenant acknowledges that the Premises are to be used for commercial purposes, and Tenant expressly waives the protections and rights set forth in Official Code of Georgia Annotated Section 44-7-52.

#### **24. EXTERIOR SIGNS.**

Tenant shall place no signs upon the outside walls or roof of the Premises except with the written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs, and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to such removal.

#### **25. LANDLORD'S ENTRY OF PREMISES.**

Landlord may card the Premises "For Rent" or "For Sale" ninety (90) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit the Premises to prospective purchasers or tenants, to inspect the Premises to see that Tenant is complying with all of its obligations hereunder, and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

#### **26. EFFECT OF TERMINATION OF LEASE.**

No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

#### **27. SUBORDINATION.**

At the option of Landlord, Tenant agrees that this Lease shall remain subject and subordinate to all present and future mortgages, deeds to secure debt or other security instruments (the "Security Deeds") affecting the Premises, and Tenant shall promptly execute and deliver to Landlord such certificate or certificates in writing as Landlord may request, showing the subordination of the Lease to such Security Deeds, and in default of Tenant so doing, Landlord shall be and is hereby authorized and empowered to execute such certificate in the name of and as the act and deed of Tenant, this authority being hereby declared to be coupled with an interest and to be irrevocable. Tenant shall upon request from Landlord at any time and from time to time execute, acknowledge and deliver to Landlord a written statement certifying as follows: (A) that this Lease is unmodified and in full force and effect (or if there has been modification thereof, that the same is in full force and effect as modified and stating the nature thereof); (B) that to the best of its knowledge there are no uncured defaults on the part of Landlord (or if any such default exists, the specific nature and extent thereof); (C) the date to which any rent and other charges have been paid in advance, if any; and (D) such other matters as Landlord may reasonably request. Tenant irrevocably appoints Landlord as its attorney-in-fact, coupled with an interest, to execute and deliver, for and in the name of Tenant, any document or instrument provided for in this paragraph.

#### **28. ESTOPPEL CERTIFICATE.**

At any time and from time to time, Tenant shall execute, acknowledge, and deliver to Landlord and to such assignee, mortgagee or other party as may be designated by Landlord, a certificate (in a form to be specified by Landlord) stating: (i) that by such certificate the Lease is ratified; (ii) the commencement date and the date on which Tenant entered into occupancy of the Premises; (iii) the amount of the monthly portion of base rent and additional rent payable hereunder; (iv) that the Lease (and any modifications) represents the entire agreement between the parties as to the Premises and is in full force and effect; (v) the expiration date; (vi) that, as of the date of the certificate, there are no defaults by Landlord or Tenant under the Lease; (vii) the amount of base rent and security deposit which has been deposited with Landlord; (viii) the month and year through which base rent and additional rent have been paid; (ix) that no actions, voluntary or involuntary, are pending against Tenant under the bankruptcy laws of the United States or any State thereof; (x) that the person executing the certificate is duly authorized to execute the same on behalf of Tenant, and that the certificate is and shall be binding on Tenant, its successors and assigns; (xi) that Tenant has not requested any repairs or replacements to the Premises or any other part of the

Project that are Landlord's responsibility under the Lease and that have not been completed; and (xii) such other matters relating to the Lease as requested by Landlord. If Tenant fails to deliver such certificate to Landlord within ten (10) days after written request by Landlord, Tenant shall be deemed to have approved the contents of the certificate as submitted to Tenant by Landlord at the time of the written request therefore, and Landlord is hereby authorized to so certify. Tenant hereby expressly acknowledges and agrees that Landlord, any such assignee, mortgagee or other party shall be entitled to rely upon the certificate so certified by Landlord or any certificate delivered by Tenant hereunder.

**29. QUIET ENJOYMENT.**

So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

**30. NO ESTATE IN LAND.**

This Lease shall create the relationship of Landlord and Tenant between the parties hereto. No estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

**31. HOLDING OVER.**

If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the monthly rental which is in effect at the end of this Lease in accordance with Paragraph 3 and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the Premises, be 150% of the monthly rental which is in effect at the end of this Lease in accordance with Paragraph 3 and there shall be no renewal of this Lease by operation of law.

**32. ATTORNEY'S FEES.**

In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees to be fixed by the court in such action or proceeding, in an amount at least equal to fifteen percent of any damages due from the non-prevailing party. Furthermore, Landlord and Tenant agree to pay the attorney's fees and expenses of (A) the other party to this Lease (either Landlord or Tenant) if it is made a party to litigation because of its being a party to this Lease and when it has not engaged in any wrongful conduct itself, and (B) Broker if Broker is made a party to litigation because of its being a party to this Lease and when Broker has not engaged in any wrongful conduct itself.

**33. RIGHTS CUMULATIVE.**

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

**34. WAIVER OF RIGHTS.**

No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliances by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

**35. AGENCY DISCLOSURE.**

Pursuant to Regulation 520-1.06 of the Georgia Real Estate Commission's Regulations and Georgia's Brokerage Relationships in the Real Estate Transactions Act ("BRRETA"), O.C.G.A. Section 10-6A-1 et. seq., Landlord and Tenant hereby acknowledge that Broker and Co-Broker, if any, make the following disclosures, checking all that apply:

As to Broker:

- (A) Broker represents the Landlord only; or
- (B) Broker represents both the Landlord and Tenant jointly and such dual agency is expressly consented to by the parties by their execution of a Dual Agency Disclosure and Consent Agreement.
- (C) Broker has assigned Broker's affiliated license # \_\_\_\_\_ to represent solely the Landlord as its designated agent and has assigned Broker's affiliated licensee # \_\_\_\_\_ to represent solely the Tenant as its designated agent ; or
- (D) Broker represents neither the Landlord nor the Tenant, but rather is acting as a transactional broker pursuant to BRRETA.

As to Co-Broker:

- (A) Co-Broker represents the \_\_\_\_\_ only; or
- (B) Co-Broker represents both the Landlord and Tenant jointly and such dual agency is expressly consented to by the parties by their execution of a Dual Agency Disclosure and Consent Agreement. Co-Broker has assigned Broker's affiliated license # \_\_\_\_\_ to represent solely the Landlord as its designated agent and has assigned Broker's affiliated licensee # \_\_\_\_\_ to represent solely the Tenant as its designated agent; or
- (C) Co-Broker represents neither the Landlord nor the Tenant, but rather is acting as a transactional broker pursuant to BRRETA.

Neither Broker nor Co-Broker shall owe any duty to Landlord or Tenant greater than what is set forth in BRRETA, Official Code of Georgia Annotated Section 10-6A-1 et. seq.

### 36. BROKER'S COMMISSION.

Tenant represents and warrants to Landlord that except for Broker and Co-Broker (collectively "Brokers"), no broker, agent, commission salesman, or other person has represented Tenant in the negotiations for and procurement of this Lease and of the Premises and that no commission, fees or compensation of any kind are due and payable in connection herewith to any broker, agent, commission salesman, or other person. Tenant agrees to indemnify Landlord against and hold Landlord harmless from any and all claims, suits or judgments (including, without limitation, reasonable attorneys' fees and court costs incurred in connection with any such claims, suits or judgments or in connection with the enforcement of this indemnity) for any fees, commissions or compensation of any kind which arise out of or are in any way connected with any claimed agency relationship with Tenant, except with respect to Brokers.

Tenant and Landlord acknowledge and agree that Brokers have rendered a valuable service by assisting in the creation of the landlord-tenant relationship hereunder. The commission to be paid in conjunction with the creation of the relationship by this Lease has been negotiated between Landlord and Brokers and Landlord hereby agrees to pay Brokers as compensation for Brokers' services in procuring this Lease and creating the aforesaid landlord-tenant relationship  pursuant to a separate commission agreement, or  as follows:

Brokers' commission shall not apply to any "additional rental" as that term is used in this Lease. Any separate commission agreement is hereby incorporated as a part of this Lease by reference and any third party assuming the rights and obligations of Landlord under this lease shall be obligated to perform all of Landlord's obligations to Brokers under said separate commission agreement. If the Tenant becomes a tenant at will or at sufferance pursuant to Paragraph 25 above, or if the term of this Lease is extended or if this Lease is renewed or if a new lease is entered into between Landlord and Tenant covering either the Premises or any part thereof, or covering any other premises as an expansion of, addition to, or substitution for the Premises, regardless of whether such premises are located adjacent to or in the vicinity of the Premises, Landlord, in consideration of Brokers' having assisted in the creation of the landlord-tenant relationship, agrees to pay Brokers additional commissions as set forth above, it being the intention of the parties that Brokers shall continue to be compensated so long as the parties hereto, their successors and/or assigns continue the relationship of landlord and tenant which initially resulted from the efforts of Brokers, whether relative to the Premises or any expansion thereof, or relative to any other premises leased by Landlord to Tenant from time to time, whether the rental therefore is paid under this Lease or otherwise. Brokers agree that, in the event Landlord sells the Premises, and upon Landlord's furnishing Brokers with an agreement signed by the purchaser assuming Landlord's obligations to Brokers under this Lease, Brokers will release the original Landlord from any further obligations to Brokers hereunder. If the purchaser of the Premises does not agree in writing to assume Landlord's obligations to Brokers under this Lease, Landlord shall remain obligated to pay Brokers the commissions described in this Paragraph 34 even after the expiration of the original term of this Lease if the purchaser (A) extends the term of this Lease; (B) renews this Lease; or (C) enters into a new lease with Tenant covering either the Premises or any part thereof, or covering any other premises as an expansion of, addition to, or substitution for the Premises, regardless of whether such premises are located adjacent to or in the vicinity of the Premises. Voluntary cancellation of this Lease shall not nullify Brokers' right to collect the commission due for the remaining term of this Lease and the provisions contained herein above relative to additional commissions shall survive any cancellation or termination of this Lease. In the event that the Premises are condemned, or sold under threat of and in lieu of condemnation, Landlord shall, on the date of receipt by Landlord of the condemnation award or sale proceeds, pay to Brokers the commission, reduced to its present cash value at the existing legal rate of interest, which would otherwise be due to the end of the term contracted for under Paragraph 2 above.

Limitation of Brokers' Services and Disclaimer – Brokers are a party to this Lease for the purpose of enforcing their rights under this Paragraph. Tenant must look solely to Landlord as regards to all covenants, agreements and warranties herein contained, and Brokers shall never be liable to Tenant in regard to any matter which may arise by virtue of this Lease. It is understood and agreed that the commissions payable to Brokers under this Paragraph are compensation solely for Brokers' services in assisting in the creation of the landlord-tenant relationship hereunder; accordingly, Brokers are not obligated hereunder on account of payment of such commissions to furnish any management services for the Premises.

**37. PURCHASE OF PROPERTY BY TENANT.**

In the event that Tenant acquires title to the Premises or any part thereof, or any premises as an expansion of, addition to or substitution for the Premises at any time during the term of this Lease, or any renewals thereof, or within six (6) months after the expiration of the term hereof or the extended term hereof, Landlord shall pay Brokers a commission on the sale of the Premises in lieu of any further commission which otherwise would have been due under this Lease. Such commission, as negotiated between the parties, shall be NA percent ( NA %) of the gross sales price, payable in full at closing as follows, NA to Broker and NA to Co-Broker.

**38. ENVIRONMENTAL LAWS.**

Landlord represents to the best of its knowledge and belief, (A) the Premises are in compliance with all applicable environmental laws, and (B) there are not excessive levels (as defined by the Environmental Protection Agency) of radon, toxic waste or hazardous substances on the Premises. Tenant represents and warrants that Tenant shall comply with all applicable environmental laws and that Tenant shall not permit any of his employees, brokers, contractors or subcontractors, or any person present on the Premises to generate, manufacture, store, dispose or release on, about, or under the Premises any toxic waste or hazardous substances which would result in the Premises not complying with any applicable environmental laws.

**39. TIME OF ESSENCE.**

Time is of the essence of this Lease.

**40. DEFINITIONS.**

"Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises, "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subtenants as to the Premises covered by such assignment or sublease. "Broker" shall include the undersigned, its successors, assigns, heirs and representatives. "Landlord", "Tenant" and "Broker" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

**41. NOTICES.**

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. Certified Mail, return receipt requested, postage prepaid or a nationally recognized overnight courier with delivery tracking. Broker shall be copied with all required or permitted notices. Notices to Tenant shall be delivered or sent to the address shown below, except that upon Tenant's taking possession of the Premises, then the Premises shall be Tenant's address for notice purposes. Notices to Landlord and Broker shall be delivered or sent to the addresses hereinafter stated, to wit:

Landlord: 

Forward Realty International Group, LLC 4210 Hambrick Way Stone Mountain, GA 30083
------------------------------------------------------------------------------------------

  
ATTN: Bikash Chhetri

Tenant: 

PROSKUNEO MINISTRIES 3526 Cloudland Dr. Stone Mountain, GA 30083
------------------------------------------------------------------------

  
ATTN: Josh Davis

Broker: 

Keller Williams Realty Atlanta Partners 1957 Lakeside Pkwy Suite 520, Tucker, GA 30084
-------------------------------------------------------------------------------------------

  
ATTN: Bikash Chhetri

Co-Broker: 

--

  
ATTN: \_\_\_\_\_

All notices shall be effective upon delivery. Any party may change his notice address upon written notice to the other parties.

**42. ENTIRE AGREEMENT.**

This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral

or otherwise, between the parties, not embodied herein, shall be of any force or effect. No subsequent alteration, amendment, change or addition to this Lease, except as to changes or additions to the Rules and Regulations described in paragraph 7, shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

**43. ATLANTA COMMERCIAL BOARD OF REALTORS, INC. ("ACBR") DISCLAIMER; WAIVER AND RELEASE OF CLAIMS.** This "Disclaimer; Waiver and Release of Claims" provision, without any changes, modifications, deletions or revisions, must be included in all ACBR Form documents that include any reference to ACBR. The parties hereto hereby acknowledge and agree that: (A) *THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND ACBR HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT;* (B) form documents by their nature are designed to be of general application, and may not be applicable to specific facts and circumstances, may not address a given party's specific conditions or requirements and/or may not reflect the relative bargaining or negotiations of the parties, as such variables may arise on any given transaction; (C) to avoid any possible misunderstanding or confusion as to the original form of this document and any revisions, modifications or changes to it, any and all revisions, modifications or changes to the original should be made readily apparent by highlighting, underscoring or other means to distinguish them from the original ACBR form; (D) ACBR has made the original versions of this document and other document forms available to ACBR's members as a service, but makes no representation or warranty, express or implied, as to the suitability or applicability of the terms and conditions of, or the enforceability of, this document or other document forms; (E) ACBR document forms are updated by ACBR from time to time, and ACBR strongly recommends to the parties that they use the most current, updated versions of any such document forms; and (F) by executing this document the parties hereto each hereby waive and release ACBR, its officers, directors, members, employees and agents, from any and all claims, demands and/or causes of action (whether known or unknown) arising out of, pertaining to or resulting directly or indirectly from the use of this form document.

**44. SPECIAL STIPULATIONS.**

Any special stipulations are set forth in the attached Exhibit A. Insofar as said special stipulations conflict with any of the foregoing provisions, said special stipulations shall control.

**Tenant acknowledges that Tenant has read and understands the terms of this Lease and has received a copy of it.**

*-Signatures on Following Page-*

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed, under seal, in their respective names and on their behalf by their duly authorized officials, the day and year indicated below.

LANDLORD: Forward Realty International Group, LLC

By: BIKASH CHHETRI dotloop verified  
07/24/19 2:23 PM EDT  
XEZK-9IOP-7WAA-B2G1 (Seal)

Name: Bikash Chhetri

Title: President

Phone: 404-910-8431

Date: 07/16/2019

TENANT: PROSKUNEO MINISTRIES

By: JOSHUA S. DAVIS (Seal)

Name: Joshua S. Davis

Title: President

Phone: 770-842-2610

Date: 07/16/2019

BROKER: Keller Williams Realty Atlanta Partners

By: BIKASH CHHETRI dotloop verified  
07/24/19 2:23 PM EDT  
Y2VY-KCOJ-HL6X-EQJS (Seal)

Name: Bikash chhetri

Title: Realtor

Firm License #: H-46676

Phone: 678-252-1900

Date: 07/16/2019

Agent Name(s): Bikash Chhetri

Agent License # (s): 352217

CO-BROKER:

By:  (Seal)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm License #: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Agent Name(s): \_\_\_\_\_

Agent License # (s): \_\_\_\_\_

Add additional names & License #'s of other agents involved in connection with this transaction.

**SPECIAL STIPULATIONS**



2019 Printing

These Special Stipulations are part of the Agreement with an Offer Date of 02/24/2018

for the ~~purchase and sale~~ of that certain Property known as, 3729 Church Street

Clarkston, Georgia 30021

[NOTE: The language set forth in this special stipulation(s) is furnished by the parties and is particular to this transaction.]

Exhibit "A" of Commercial Lease:

- 1) Under #15 REPAIRS BY TENANT, all parties agree that the stipulate "as is" includes that the Landlord would construct a wheelchair accessible ramp. The TENANT would add the railing to the porch.
- 2) Under #15 REPAIRS BY TENANT, the tenant is responsible for heating and air repair maintenance, but not replacement. The Landlord shall be responsible for the replacement.
- 3) Lead based Paint exhibit is exhibit "B".

\*\*\*\*\*End\*\*\*\*\*

Buyer's/Tenants Initials:     JSD    

Selling/Leasing Broker's Initials:  
(or Broker's Affiliated Licensee)     

Seller's/Landlord's Initials     

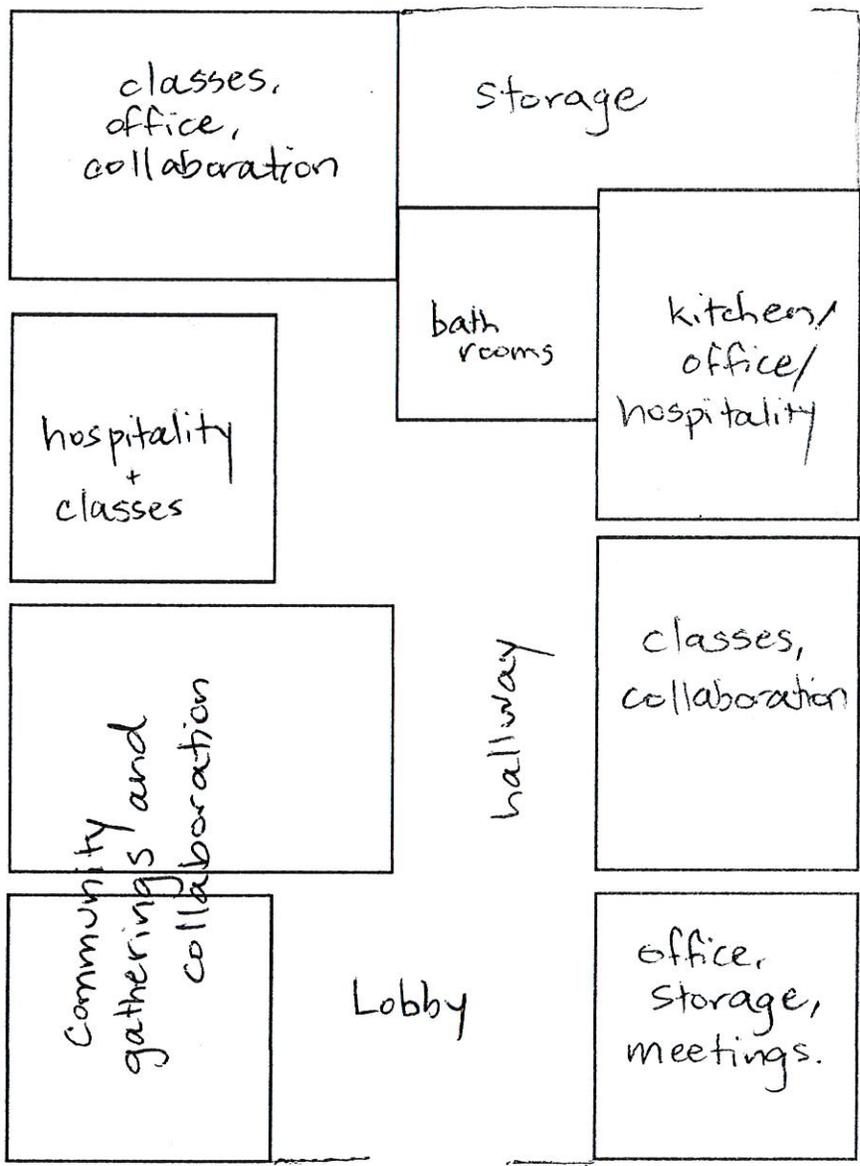
Listing Broker's Initials:  
(or Broker's Affiliated Licensee)     

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Bikash Chhetri IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

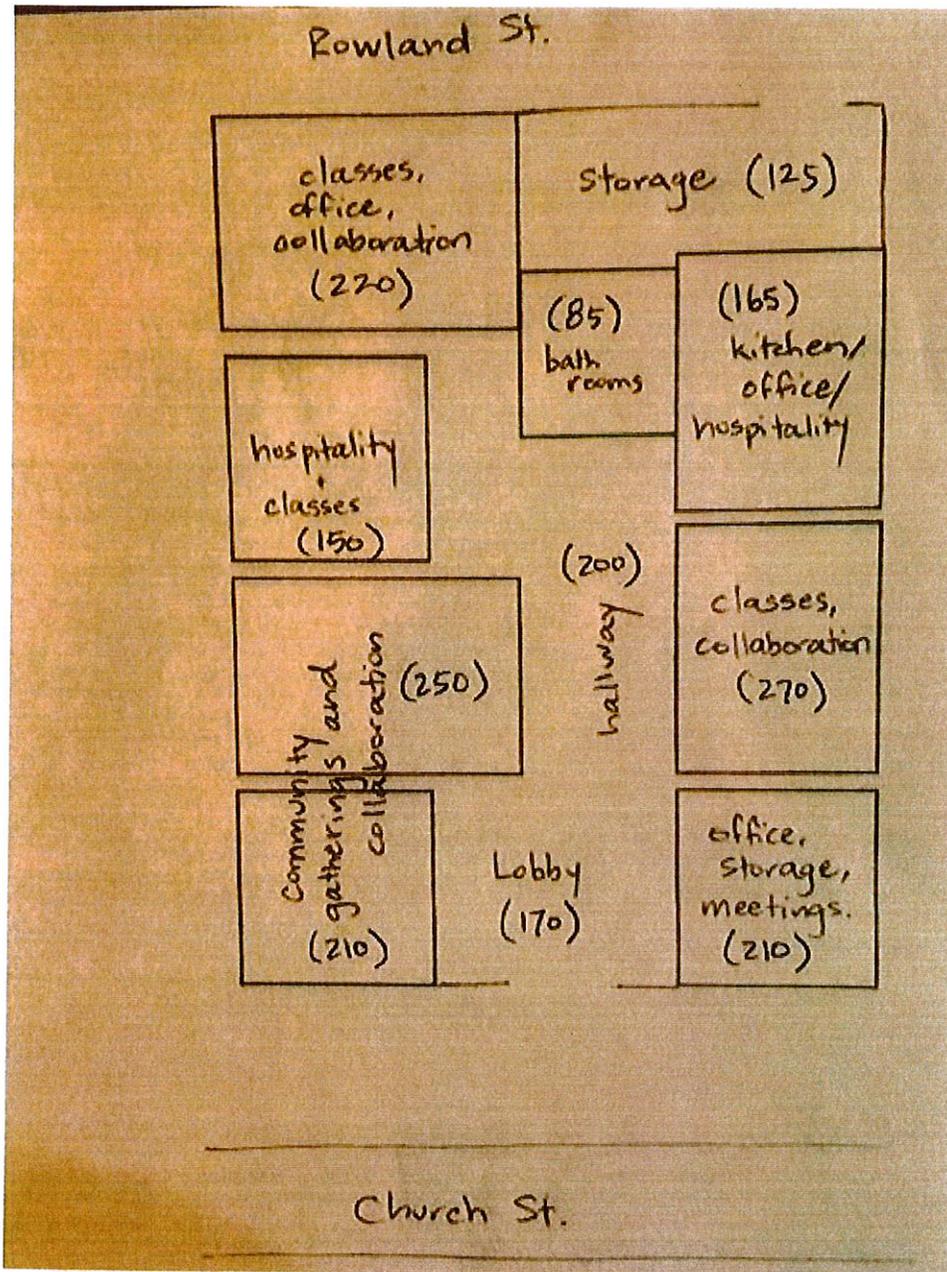


Kowland St.

SITE LAYOUT 3729 Church St. Clarkston, GA  
\*note: we do not wish to alter the property in any way - only to use what is currently existing in these specified ways.



Church St.



PO Box 1237 | Clarkston, GA 30021  
941.539.1175 | [www.proskunee.org](http://www.proskunee.org)

Proskunee School of the Arts  
3895 Church St. Clarkston, GA 30021  
[www.proskunee.org/psota](http://www.proskunee.org/psota)

Multicultural Worship Ldrs Network  
[www.multiculturalworship.org](http://www.multiculturalworship.org)

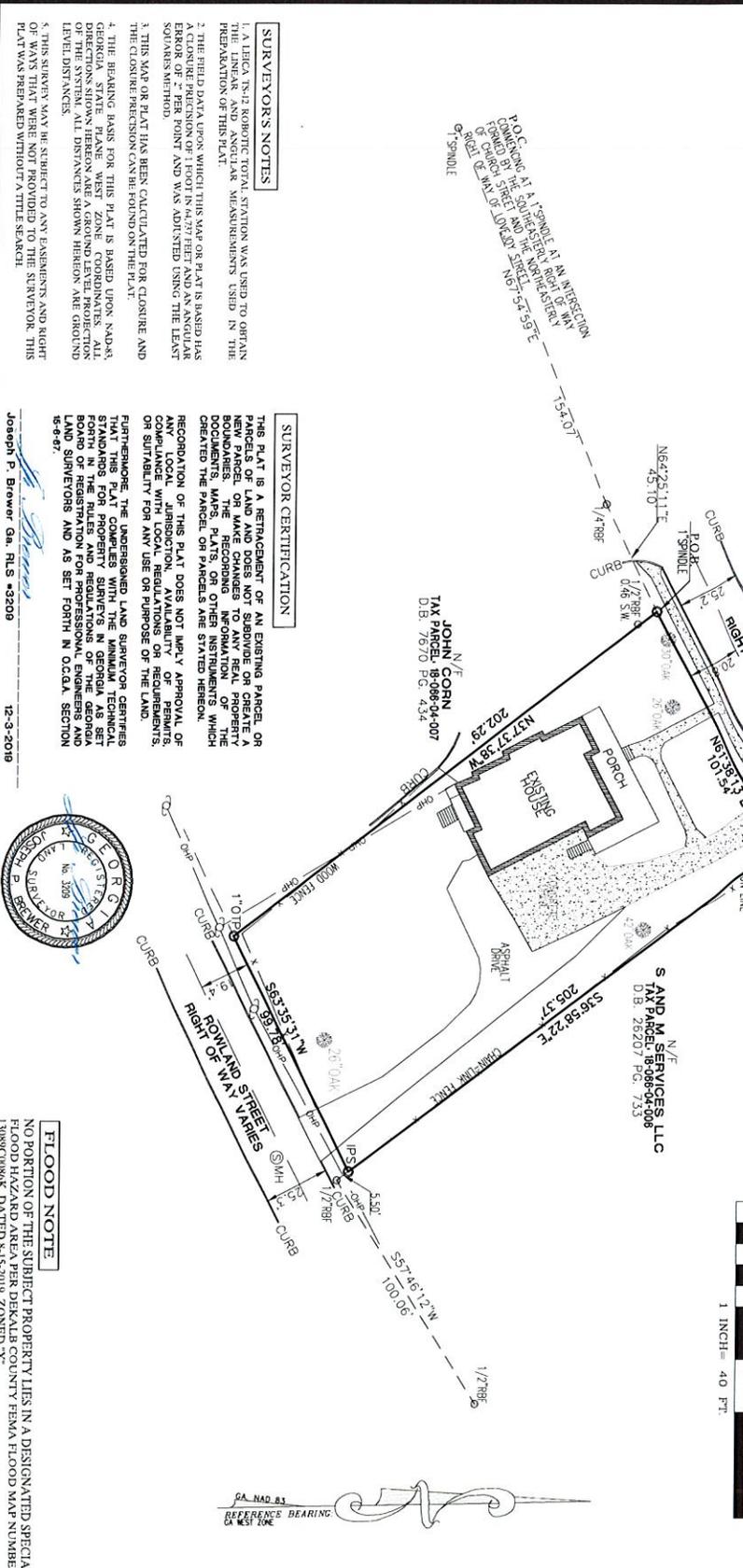
On Nov 5, 2019, at 1:24 PM, Shawanna Qawiy <[sqawiy@cityofclarkston.com](mailto:sqawiy@cityofclarkston.com)> wrote:

Good Day Josh,

# BOUNDARY SURVEY

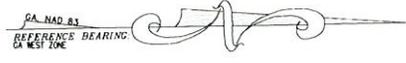
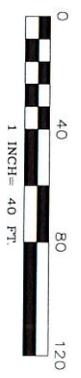
LAND LOT 66 OF THE 18TH DISTRICT, DEKALB COUNTY, GEORGIA  
 EXISTING TAX PARCEL: 18-066-04-002  
 REFERENCE DEED, D.B. 26800 PG. 43  
 AREA: 0.464 ACRES OR 20,209 SQUARE FEET  
 MAP CLDURE: 1:180,021

THIS BLOCK RESERVED FOR THE  
 CLERK OF THE SUPERIOR COURT



**TEXT LEGEND**

C/L=	CENTER LINE
D/B=	FIELD BOOK
E/F=	FIELD OF FENCE
R/B=	RECORD BOOK
R/S=	RECORD SET
N/F=	NORTH
P/B=	PROPERTY
P/L=	PROPERTY LINE
P.O.B.=	POINT OF BEGINNING
P.O.C.=	POINT OF COMMENCEMENT
D/B=	DEED BOOK
W/V=	WATER VALVE
D/W=	DRAINAGE
D/M=	DRAINAGE MONUMENT



**SURVEYOR'S NOTES**

1. A LEICA TS12 ROBOTIC TOTAL STATION WAS USED TO OBTAIN PREPARATION OF THIS PLAT.
2. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN ERROR OF 2" PER POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
3. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSE AND THE CLOSE PRECISION ON BE FOUND ON THE PLAT.
4. THE BEARING BASIS FOR THIS PLAT IS BASED UPON NAD-83, DIRECTIONS SHOWN THEREON AND A ZONE COORDINATE SYSTEM OF THE SYSTEM, ALL DISTANCES SHOWN HEREON ARE GROUND LEVEL DISTANCES.
5. THIS SURVEY MAY BE SUBJECT TO ANY EASEMENTS AND RIGHT OF WAYS THAT WERE NOT PROVIDED TO THE SURVEYOR. THIS PLAT WAS PREPARED WITHOUT A TITLE SEARCH.

**SURVEYOR CERTIFICATION**

THIS PLAT IS A RETRACEMANT OF AN EXISTING PARCEL, OR PART THEREOF, AND DOES NOT CONSTITUTE A NEW PARCEL, OR MAKE CHANGES TO THE BOUNDARIES, THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON.

RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROFESSIONAL SURVEYING AND MAPPING SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 47-9-94.

Joseph P. Brewer, Ga. RLS #3209



**FLOOD NOTE**

NO PORTION OF THE SUBJECT PROPERTY LIES IN A DESIGNATED SPECIAL FLOOD HAZARD AREA PER DEKALB COUNTY FEMA FLOOD MAP NUMBER 13489C0086K, DATED 8-15-2019, ZONED 'X'.

<p>BOUNDARY SURVEY FOR:</p> <p style="text-align: center;"><b>FOWARD REALTY INTERNATIONAL GROUP, LLC</b></p>	<p>PREPARED BY: A Georgia Land Surveying Firm: LSF# 001105</p> <p style="text-align: center;"><b>acre</b> PROFESSIONAL SURVEYORS</p> <p style="text-align: center;">ACRE GROUP, INC. 139 W WASHINGTON ST   MADISON   GEORGIA 30650   706.431.4990</p>	<table border="0" style="width: 100%;"> <tr> <td>DATE: 9/10/2019</td> <td>DISTRICT: 18TH</td> <td>LAND LOT: 66</td> </tr> <tr> <td>COUNTY: DEKALB</td> <td>CITY: N/A</td> <td></td> </tr> <tr> <td>DRAWN BY: J. BENNETT</td> <td>SCALE: 1"=40'</td> <td></td> </tr> <tr> <td>JOB NUMBER: 19-224</td> <td>DATE OF FIELD WORK: 9/4/2019</td> <td></td> </tr> </table>	DATE: 9/10/2019	DISTRICT: 18TH	LAND LOT: 66	COUNTY: DEKALB	CITY: N/A		DRAWN BY: J. BENNETT	SCALE: 1"=40'		JOB NUMBER: 19-224	DATE OF FIELD WORK: 9/4/2019	
DATE: 9/10/2019	DISTRICT: 18TH	LAND LOT: 66												
COUNTY: DEKALB	CITY: N/A													
DRAWN BY: J. BENNETT	SCALE: 1"=40'													
JOB NUMBER: 19-224	DATE OF FIELD WORK: 9/4/2019													

Sec. 705. - RC, residential/commercial district.

(a) *Purpose and intent:* The RC zoning district is intended to allow converted residential structures with commercial uses to coexist with residential uses. Commercial uses will be limited in order to maintain the current balance and aesthetic in the surrounding area. Residences converted to office uses are acceptable when kept at current scale.

(b) Permitted uses:

- (1) Single-family detached residential dwellings.
- (2) Multi-family residential dwellings, including condominiums and apartment buildings consisting of at least four (4) individual units.
- (3) Assisted living, personal care, nursing and convalescent homes, and similar uses.
- (4) Banks and financial institutions.
- (5) Child care/daycare centers, pre-schools and similar establishments.
- (6) Professional offices, including medical doctors, dentists, attorneys, chiropractic, veterinary (without boarding), accountants/tax professionals and other similar occupations.
- (7) Personal service establishments including barber shops, hair salons, nail salons and other similar uses.
- (8) Eating and drinking establishments, excluding drive-thru/drive-in fast food establishments.
- (9) Accessory structures and uses incidental to any legal permitted use, including home occupations (when applicable).
- (10) Accessory dwellings in compliance with section 603(n).

(c) *Conditional uses:*

- (1) Places of assembly, including religious institutions, provided:
  - a. Lighting shall be established in such a way that no direct light shall cast over any property line nor adversely affect neighboring properties.
  - b. Any building or structure established in connection with such use must be set back no less than fifty (50) feet from any property line.
- (2) Bed and breakfast inns, provided:
  - a. The facility is operated by the resident-owner.
  - b. The building and lot meet all applicable city and state code regulations, including minimum lot standards.
  - c. A minimum of one (1) parking space per rental room is provided in addition to those required for the resident.
  - d. The structure contains a minimum two thousand (2,000) square feet of gross heated floor area.
- (3) Boarding and rooming houses, with a maximum of ten (10) beds per one thousand five hundred (1,500) square feet of heated floor area.

(d) *Accessory uses/structures:*

- (1) All such structures shall be located upon the same lot and to the side or rear of the principal use at least ten (10) feet from side or rear lot lines or within the side-or-rear-yard setback, whichever is greater. In cases of corner lots, the accessory structure may not be closer to any right-of-way than the principal building.

- (2) When an accessory structure is attached to the principal building in any manner, it shall be deemed part of the principal structure and subject to all bulk and area requirements of same.
- (3) Any accessory building in excess of one thousand (1,000) square feet of gross space must be at least ten (10) feet from any property line and shall be architecturally compatible with the principal structure.
- (4) No accessory structure shall be constructed upon a lot before the principal building.
- (5) No accessory structure may exceed the more restrictive of either fifteen (15) feet or the height of the principal building.
- (6) The area of the accessory building's footprint may not exceed fifty (50) percent that of the principal structure.
- (7) Swimming pools must be enclosed by a fence not less than six (6) feet in height with a self-closing, self-latching gate and must comply with all applicable safety and health ordinances.

(e) *Use limitations:*

- (1) No outdoor storage is permitted.
- (2) No uses which emit odors, fumes or continuous loud noise are permitted.
- (3) No kennels are permitted within veterinary clinics.
- (4) Building design and materials may be of the owner's choosing; however, structures which utilize metal siding shall be constructed with brick, stone, rock or wood covering any facade of the building facing a roadway.

(f) *Bulk and area regulations:*

Floor Area Ratio (FAR) (Residential, Max.)	0.5
Floor Area Ratio (FAR) (Non-Residential, Max.)	0.5
Floor Area Ratio (FAR) (Total, Max.)	1
Min. Residential Unit Size (finished, heated floor are)	800 sq. ft.
Building Coverage (Max, a % of lot area)	50%
Min. Open Space	20%
Max. Building Height	35'
Min. Lot Size	7,200 sq. ft.
Min. Lot Width	50'
Minimum Front Yard Setback: Local Street	15'

Minimum Side Yard Setback	7'
Minimum Rear Yard Setback	20'

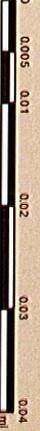
(g) *Buffer requirements:*

- (1) When a single-family residential use in the RC district directly abuts the NC-2 or TC district, a twenty-foot landscaped buffer shall be required.
- (2) There shall be no buffer required between residential and non-residential uses contained wholly within the RC district.

(Ord. No. 375, § 8(Attach.), 10-1-13; [Ord. No. 417](#), § 7, 12-5-17)



# The 3729 Church Street



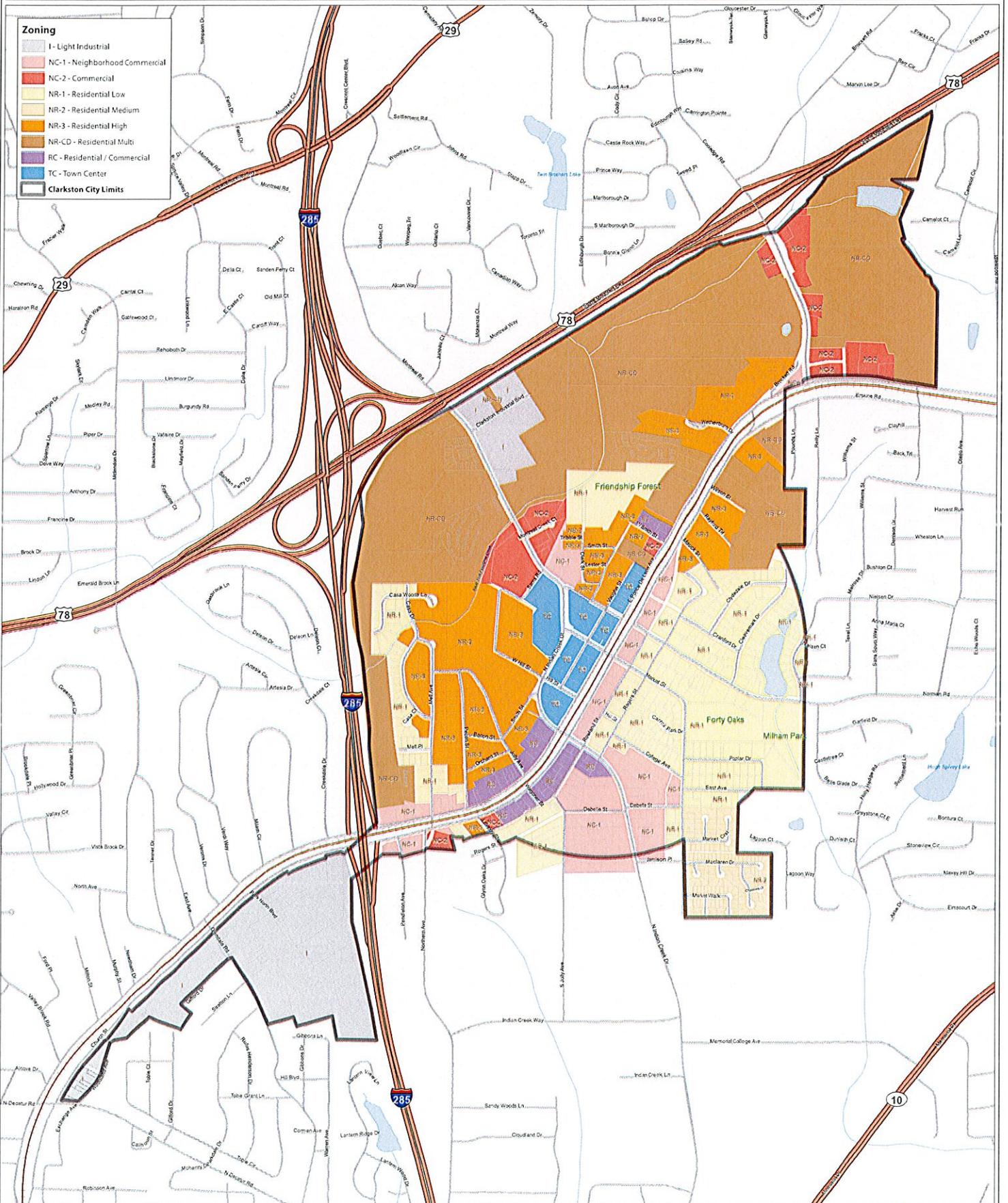
Date Printed: 12/9/2019



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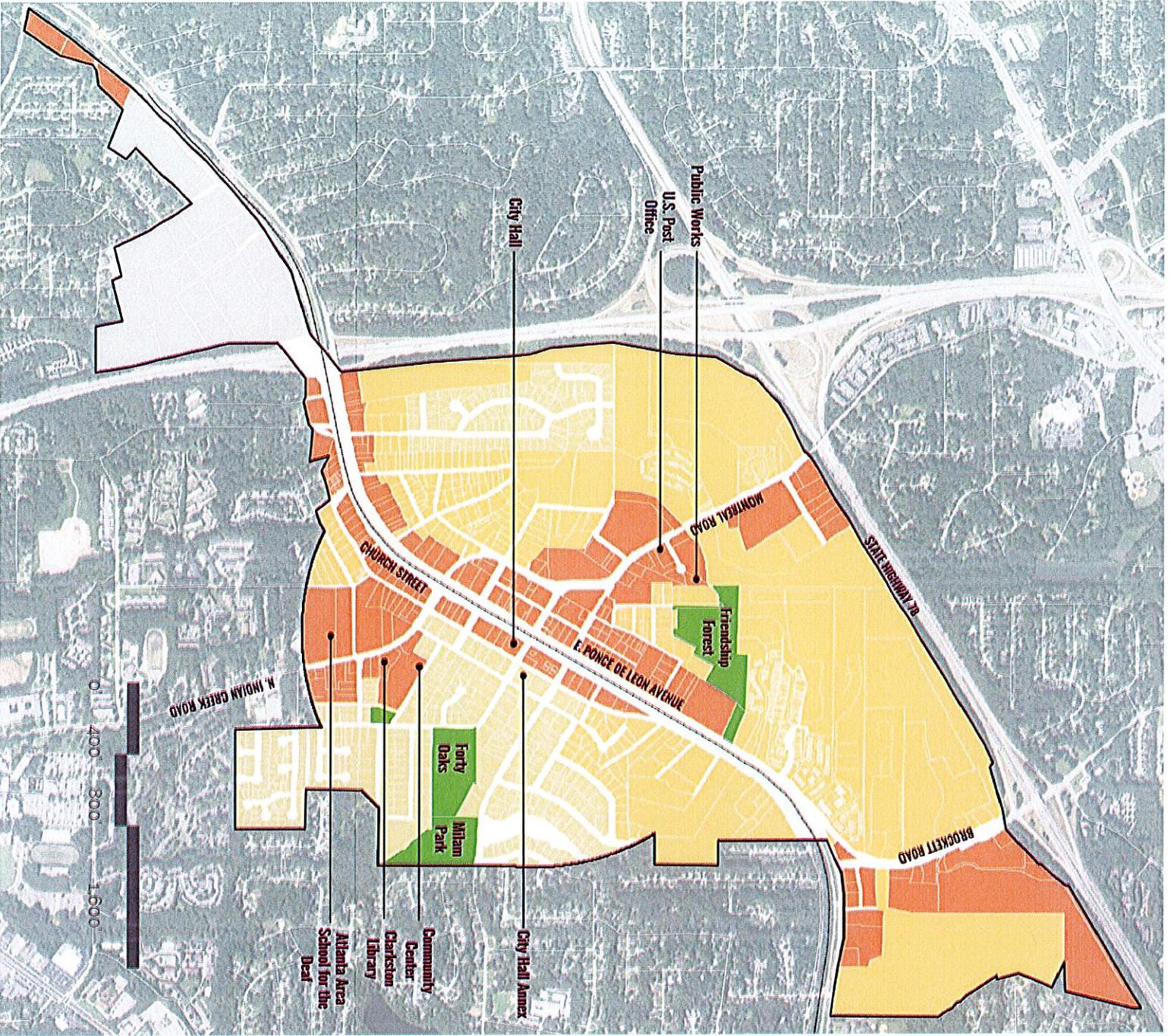
# ZONING - CITY OF CLARKSTON, GA

- Zoning**
- I - Light Industrial
  - NC-1 - Neighborhood Commercial
  - NC-2 - Commercial
  - NR-1 - Residential Low
  - NR-2 - Residential Medium
  - NR-3 - Residential High
  - NR-CD - Residential Multi
  - RC - Residential / Commercial
  - TC - Town Center
  - Clarkston City Limits



ADOPTED: January 1, 2016





**FUTURE LAND USE //**

**Legend**

- Mixed-Use
- Traditional Neighborhood Development
- Single Family Home Areas
- Industrial
- Parks/Open Space
- Clarkston City Limits





**CONDITIONAL USE PERMIT ANALYSIS**

**Report Prepared by:** Shawanna N. Qawiy-Sapp, Planning & Development Director

**Applicant:** Proskueno Ministries, Incorporated  
 P O Box 1237  
 Clarkston, Georgia 30021  
 770.842.2610  
[jd@proskueno.org](mailto:jd@proskueno.org)

**Location:** 3729 Church Street, Clarkston, GA 30021

**Request:** **Conditional Use Permit**

**Parcel ID(s):** 18 066 04 002

**Proposed Use /Purpose:** For office space, community meetings, and trainings for Christian multicultural worship

**Current Land Use:** RC- Residential Commerical

**Sign Posted:** **November 21, 2019**

**Planning & Zoning Meeting:** **December 17, 2019**

**City Council Work Session:** -

**City Council Meeting:** **January 7, 2020**

**Lot Size:** **.464 acre**

**Road Access:** Church Street / Rowland Street

**Adjacent Land Use/Zoning District:**

	Current Zoning	Land Use
North	-	CSX
East	RC	Commercial Building
South	NR-1	Single Family Residential
West	NC-2	Car Wash

**Conditional Use Criteria; Section 312**

**Criteria Point 1: Whether the conditional use would be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;**

Section 705-RC residential commercial is intended to allow converted residential structures with commercial uses to coexist with residential uses. One (1) of the requested permitted uses in this zoning district is professional offices, which is allowed without a conditional use request. However, there are also requests for space for community meetings and Christian multicultural worship

trainings. According to Section 705(c) conditional uses; the applicant is required to apply for a conditional use permit for places of assembly including religious institutions. Considering the proposed conditional use permit request, the surrounding land uses are a car wash, single family residential, a vacant commercial building, and the CSX Railroad. With the minimum parking requirements combined based on the uses, this location is required to provide 13 parking spaces for the proposed uses. Based on satisfying the requirements of the zoning district and having office hours proposed from 9AM-5PM Monday-Saturday, the proposed conditional uses would not be injurious to the use and enjoyment of the surrounding land uses and will not harm the public's health, safety and welfare of the residents within the vicinity of the proposed conditional uses.

**Criteria Point 2: Whether the proposed conditional use would increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties.**

Staff's position is that an increase in local or state expenditures in relation to costs associated with servicing and maintaining neighboring properties cannot be determined at this time.

**Criteria Point 3: Whether the establishment of the conditional use permit would impede the normal and orderly development of surrounding property uses predominant in the area.**

The establishment of the conditional use permit would not impede the orderly development of surrounding property uses predominant in the area. The current zoning for this location is RC-Residential Commercial. The Clarkston 2040 Comprehensive Plan notes the land use as mixed use which is a mixture of diverse uses including multi-family housing, commercial, office, and urban compatible industrial uses, which matches the blend of uses and character of this area.

**Criteria Point 4: Whether the location and character of the proposed conditional use would be consistent with a desirable pattern of development for the locality in general.**

The proposed conditional use location is a converted residential structure. The location and character of the proposed conditional use would be consistent with a desirable pattern of development for the locality in general due to the desires to have both vertical and horizontal mixes of uses to match the historic character of the City.

**Recommendation:**

Staff recommends approving the conditional use permit request to allow for office space, community meetings, and trainings for Christian multicultural worship, with the condition to adhere to Sections 1107 Minimum off-street parking requirements, 12-28 Noise, and 10-20 Noise Violations, of the City of Clarkston's Code of Ordinances

**Attachments:**

- Conditional Use Permit Application
- Letter of Intent
- Warranty Deed
- Maps
- Site Plan

CITY OF CLARKSTON

ITEM NO: H2

CLARKSTON CITY COUNCIL WORK SESSION

HEARING TYPE:  
City Council

BUSINESS AGENDA / MINUTES

ACTION TYPE:

MEETING DATE: January 7, 2020

SUBJECT: Conditional use permit for property located at Parc 1000 Apartments; 1000 Montreal Road, Apartment 37A

DEPARTMENT:  
Planning & Development

PUBLIC HEARING:  YES  NO

ATTACHMENTS:  YES  NO  
Pages:

INFORMATION CONTACT:  
Shawanna Qawiy-Sapp,  
Planning and Development Director

**PURPOSE:** To consider a conditional use request from the Center for Pan Asian Community Services (CPACS) to locate an afterschool program, summer programs and parental support in an apartment unit at the Parc 1000 Apartments.

**NEED/ IMPACT:**

A conditional use permit application request shall be heard at public hearings to be determined whether or not the applicants proposed conditional use would generally be in the public interest. In considering whether a proposed conditional use is in the public interest, the mayor and city council shall consider the following, among other relevant factors: (1) Whether the conditional use would be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood; (2) Whether the proposed conditional use would increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties; (3) Whether the establishment of the conditional use would impede the normal and orderly development of surrounding property for uses predominant in the area; and (4) Whether the location and character of the proposed conditional use would be consistent with a desirable pattern of development for the locality in general.

**RECOMMENDATION(S):**

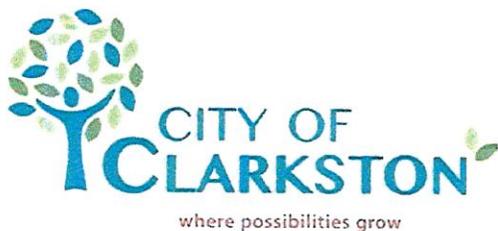
**STAFF:**

Staff recommended conditionally approving the conditional use permit request for an afterschool program, summer programs, and parental support with the following conditions;

1. The applicant must make application for a City business license/permit and show documentation that the organization is a bona fide non-profit 501 (c) (3) with hours of operation.
2. The applicant shall not charge a fee nor accept compensation for such services.
3. The applicant must have a life safety inspection conducted by the DeKalb County Fire Marshal's office before a certificate of occupancy is issued.
4. The applicant must comply with all applicable State childcare services and exemption requirements for all programs offered annually.

**PLANNING AND ZONING BOARD RECOMMENDATION(S): 12/17/2019**

The Planning and Zoning Board recommended approving Staff's conditional approval with the conditions.



CITY OF CLARKSTON  
CONDITIONAL USE PERMIT APPLICATION

Date Received: 10-14-2019

APPLICANT INFORMATION

APPLICANT NAME: Chaiwon Kim  
ADDRESS: 3510 Shallowford Road NE Atlanta GA 30341  
PHONE: 770-936-0969 CELL: 404-457-8702 FAX: 770-458-9377  
EMAIL ADDRESS: yotin@cpacs.org

OWNER INFORMATION (If different from Applicant)

OWNER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_ FAX: \_\_\_\_\_  
EMAIL ADDRESS: \_\_\_\_\_

PROPERTY INFORMATION (attach legal description)

ADDRESS: 1000 Montreal Rd, Apt 37A, Clarkston GA 30021  
PARCEL ID#: \_\_\_\_\_ LAND LOT: \_\_\_\_\_ DISTRICT: 6

CONDITIONAL USE PERMIT REQUEST

CURRENT ZONING: Residential CURRENT LAND USE: Residential  
PROPOSED LAND USE: Afterschool, Summer Programs, and Parental Support

DESCRIPTION OF USE (ex.: number of employees, details of operation, etc.): \_\_\_\_\_  
5-10 employees, operation time will be Monday through Sunday.

CITY OF CLARKSTON  
PLANNING & DEVELOPMENT DEPARTMENT  
1055 ROWLAND STREET  
CLARKSTON, GA 30021  
(404) 296-6489  
Fax (404) 296-6480

CERTIFICATION OF OWNERSHIP

I hereby certify that I am the owner of the property shown on the attached plat, described in the attached legal description, and identified as follows: \_\_\_\_\_

Chaiwon Kim  
Type or Print Owner's Name

Chaiwon Kim  
Owner's Signature

10-14, 2019  
Date

Sworn and subscribed before me this  
14<sup>th</sup> day of Oct, 2019

[Signature]  
Notary Public

sep 18, 2021  
Commission Expires



POWER OF ATTORNEY (if owner is not the applicant)

Applicant states under oath that: (1) he/she is the executor or Attorney-in-fact under Power-of-Attorney for the owner (attach a copy of Power-of-Attorney letter); (2) he/she has an option to purchase said property (attach a copy of the contract); or (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease).

\_\_\_\_\_  
Type or Print Owner's Name

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date

Sworn and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

(Seal)

\_\_\_\_\_  
Type or Print Applicant's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

CITY OF CLARKSTON  
PLANNING & DEVELOPMENT DEPARTMENT  
1055 ROWLAND STREET  
CLARKSTON, GA 30021  
(404) 296-6489  
Fax (404) 296-6480

ATTORNEY / AGENT

CIRCLE ONE: Attorney    Agent

\_\_\_\_\_  
Type or Print Attorney / Agent's Name

\_\_\_\_\_  
Attorney / Agent's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

AUTHORIZATION TO INSPECT PREMISES

I/we Chaiwon Kim am/are the owner(s) of the subject property, which is the subject matter of this application. I/we authorize the City of Clarkston to inspect the premises, which is the subject of this request for a Conditional Use Permit.

Chaiwon Kim  
Type or Print Owner's Name

Chaiwon Kim  
Owner's Signature

10-14, 2019  
Date

CITY OF CLARKSTON  
PLANNING & DEVELOPMENT DEPARTMENT  
1055 ROWLAND STREET  
CLARKSTON, GA 30021  
(404) 296-6489  
Fax (404) 296-6480



## Conditional Use Permit Letter of Intent

Date: 10/14/19

City of Clarkston  
Planning & Development Department  
1055 Rowland St  
Clarkston, GA 30021  
Phone: (404) 296-6489  
Fax: (404) 296-6480

To Whom It May Concern,

At CPACS, we are requesting a conditional use permit to operate after school and summer programming for low-income and limited English proficient youth, primarily refugee youth, at 1000 Montreal Rd, Apt 37A, Clarkston, GA 30021. The program provides a safe and nurturing environment while concentrating on homework assistance, one-on-one tutoring, English language proficiency, reinforcing school day lessons with Project Based Learning (PBL) activities, STEAM and assistance with projects and research assignments. Furthermore, students receive health education and life skills training that focuses on violence and substance use/abuse prevention and improved fitness and nutrition. The program utilizes tutors and volunteers to provide services, many of whom are previous youth program participants who are now in college and have a deep understanding and first-hand knowledge of the challenges our children face. In addition, an integral part of CPACS program is Parent Involvement & Education (PIE). PIE promotes family and community engagement across the intergenerational lines by providing opportunities for families to engage in meaningful activities together. The intergenerational workshops, support groups, and community building activities are community driven. In the end, our goal is to help build a healthy, caring and responsible community by increasing youth academic achievement and increasing youths' internal assets.

Sincerely,

A handwritten signature in black ink that reads "Chaiwon Kim".

Chaiwon Kim, CEO/President

3510 shallowford rd. n.e.  
atlanta ga 30341  
T 770 936 0969  
F 770 458 9377  
[www.cpacs.org](http://www.cpacs.org)

people need people.

## Non-Nuisance Letter

Date: 10/14/19

City of Clarkston  
Planning & Development Department  
1055 Rowland St  
Clarkston, GA 30021  
Phone: (404) 296-6489  
Fax: (404) 296-6480

To Whom It May Concern,

This letter is to inform you that CPACS Youth Program at 1000 Montreal Rd, Apt 37A, Clarkston, GA 30021 is not a nuisance or problem for me. *Sukmati Rai*

Sincerely,

*S. Rai*

Apt 37D

This Apartment Rental Contract is a lease between the Owner of the Apartment Community and the Residents who are leasing the apartment. The General Provisions of the lease which follow the signatures at the bottom of this page and any separate addenda signed by the parties are incorporated into and become part of this lease. Paragraph numbers on this page correspond to paragraph numbers in the General Provisions.

Lease Date: April 18, 2019

Management: Strategic Management Partners

Owner  Management Co. as agent for Owner

Apartment Community Name: Parc 1000 Equities LLC

Apartment No: 37A

Apartment Address: 1000 Montreal Rd E, Clarkston, GA 30021

Residents/Tenants: CPACS

Other Occupants of Apartment: \_\_\_\_\_

Par. 1. Lease Term: 12 Months and \_\_\_\_\_ Days  
Beginning Date: 05/01/2019 Ending Date: 04/30/2020

Par. 3. Rent Due Monthly: \$ 0.00  
Pro Rated Rent Due at Lease Signing: \$ \_\_\_\_\_  
Dates of Prorated Rent: \_\_\_\_\_ to \_\_\_\_\_  
Month to Month Fee: \$ 100.00  
Rent is Payable to: Parc 1000

Par. 4. Late Fees and Insufficient Funds Fees:  
Date on Which Rent is Late: 6  
Amount of Late Fee: \$ 100.00 or \_\_\_\_\_ % of Rent  
Per Day Late Fee: \$ \_\_\_\_\_ per day after \_\_\_\_\_ of the month  
Returned or Insufficient Check Fee:  Service Fee of \$ 50.00 or  5% of Amount of Check plus  Bank Service Fee of \$ \_\_\_\_\_ (amount charged by bank to management for charge back)

Par. 5. Re-Key Lock Charge: \$ 75.00  
Non-refundable Lease Fee: \$ 200.00  
Security Deposit: \$ \_\_\_\_\_  
Bank Name: B B & T Bank (Where Security Deposit Kept)

Par. 6. How Much Notice Required To Non-Renew Lease Prior To End of Initial Lease Term: 60 Days  
Renewal Period  Month to Month ( 1 month at a time) Renewal  Bi-Monthly (2 months at a time) Renewal  
Notice Required to End Renewal Period:  30 days to end Month to Month Renewal  60 days to end Bi-Monthly Renewal

Par. 7. Early Termination Option: Amount of Notice Required for Electing Early Termination: 60 Days Written Notice

Par. 9. Disclosure Notice of Owner or Managing Agent and Equal Housing Opportunity Policy  
Name of Managing Agent or Owner: Parc 1000 Equities, LLC  
Address of Agent Authorized to Manage Apartment Community: 1000 Montreal Road, Clarkston, GA 30021  
Name of Owner or Registered Agent Authorized to Receive Notices and Lawsuits: \_\_\_\_\_  
Address of Owner or Registered Agent Authorized to Receive Notices and Lawsuits: \_\_\_\_\_  
Corporate Name of GREC Licensee: \_\_\_\_\_  
GREC Corporate License No.: \_\_\_\_\_

Par. 17. Flood Disclosure:  Not Applicable  Apartment has been flooded previously

Par. 34. Special Stipulations: Rent, water and trash total to \$0.00 monthly due to concession given for the after school program. Mandatory liability renter's insurance is \$11.00 per month.

Signatures of Parties:  
Management:  
Strategic Management Partners, LLC

Name of Owner or Management Company  
By: Brenda Agostinelli  
Signature of Owner or Management Company  
As: Agent for Owner (Title)

Residents:  
Resident: CPACS (Resident Signature)  
Resident: \_\_\_\_\_ (Resident Signature)  
Resident: \_\_\_\_\_ (Resident Signature)  
Resident: \_\_\_\_\_ (Resident Signature)

### General Lease Provisions.

The Owner is the landlord of the property, and the Resident is the tenant. The apartment community is managed for the Owner by its Managing Agent.

The lease is legally effective on the date it is signed, regardless of whether it was signed before or after the Resident moves into the apartment. There is no conditional three day right to rescind or void the contract once it is signed, and the Resident is legally bound to pay all rent, fees, and other charges that come due, regardless of whether the Resident continues to occupy the apartment. The Lease Date is the day on which the lease was signed and became effective as a contract.

The lease is a legally binding contract that creates the relationship of landlord and tenant for the full duration of the lease term at the rental rate stated above. Any addenda signed by the Owner and Resident are also part of this Apartment Rental Contract.

The Owner provides the apartment to the Resident in exchange for payment of monthly rent. The Resident's obligation to pay rent is independent of any other obligation of Landlord in the lease.

Listed above are important terms, conditions, and payment amounts. They are listed at the beginning of the lease to provide the parties with an easy reference. Each of the first page terms correspond to important lease provisions that follow below. Paragraph references on the first page correspond to the paragraph number of the General lease provisions that follow.

**Important Information About Ending The Lease and Management's Right to Increase the Rent During Any Extension Period.** This lease does not end automatically at the end of the initial lease term. The Resident must give a proper non-renewal notice to end the lease as provided in Par. 6, or the lease will be extended or renewed for an additional period of time stated in Par. 6. The lease continues to renew until the proper non-renewal notice is given. If the lease is renewed or extended, the Resident will be responsible for paying an additional Month-to-Month Fee and may also pay a higher rent than the rent specified in Par. 3, if Management gives notice of the higher rent amount.

The apartment shall only be occupied by Residents and the occupants listed on page 1, and any other occupants not listed above are unauthorized to live in the apartment.

- 1. Term.** The initial lease term of the lease is for the number of months and days specified in Par. 1. The initial term of the lease begins and ends at noon on the days specified in Par. 1 but will be automatically renewed on either a month to month or bi-monthly basis as stated in Par. 6. **RESIDENT MAY NOT TERMINATE THIS LEASE PRIOR TO THE END OF THE INITIAL TERM EXCEPT IN STRICT COMPLIANCE WITH PARAGRAPH 7 or as otherwise provided by law.**
- 2. Possession.** Rent shall abate until possession is granted to Resident. Resident may void or rescind this lease if possession is not granted within seven (7) days from the start of the lease term. Management is not liable for any delay in possession. Resident shall give Management written notice of his or her election to void or rescind the contract.
- 3. Rent.** Resident shall pay rent in advance on the 1st day of each month at the management office as provided in Par. 3. The first month's prorated rent shall be due at the time this lease is signed as provided in Par. 3. If this lease is extended or renewed under Paragraph 6 without signing a new lease, Resident shall owe a month-to-month fee in addition to the monthly rent due during any extension or renewal period.

**CASH PAYMENTS WILL NOT BE ACCEPTED, AND NO MANAGEMENT EMPLOYEE IS AUTHORIZED TO ACCEPT A CASH PAYMENT UNDER ANY CIRCUMSTANCES. RESIDENT MAY NOT RELY ON ANY STATEMENT MADE TO HIM BY A MANAGEMENT REPRESENTATIVE THAT CASH WILL BE ACCEPTED.**

All rent shall be paid by personal check, cashier's check, or money order. Management shall have the right to establish or provide for payment by credit card, debit card, electronic funds transfer, online payment portal, or designated online payment system and software, but Resident does not have the right to make payments by these means unless specifically authorized by Management. Management shall have the right to designate the specific manner or form of payment that will be accepted, and no other form of payment shall be acceptable than those specified by Management. Checks and money orders shall be made payable to the order of the business entity specified in Par. 3. Third party checks (those which are made payable to someone other than Management) and partial payments are not allowed. All other damages, utilities, fees, or charges owed by Resident and due under this lease are considered to be additional rent.

The amount of rent specified in Par. 3 is the amount due each month unless Management has given the Resident a rental concession or discount from the rent, either in the Special Stipulations to this lease or in a separate addendum. If there are rental concessions granted, the Resident will or may lose them if in default or breach of this lease and will be obligated to pay the full amount of rent specified in Par. 3. If in default or breach of the lease, the Resident may have to repay the rental concessions under certain specified conditions.

- 4. Late Payments and Checks with Insufficient Funds.** Time is of the essence. In Par. 4, late fees shall be due in the amount specified. After close of business on the last day of the grace period specified.

Resident shall pay Management an insufficient funds check service for each returned or NSF check, plus an additional fee equal to the fee charged to Management by the bank. If no box is checked in Par. 4 that specifies the amount of the service fee, then the insufficient funds service fee is five per cent (5%) of the face amount of the check, plus the fee charged by the bank. At Management's option, all late rent, NSF checks, and future rents due after an NSF check must be paid by money order or certified funds from a bank. The parties agree that bank service, NSF, and late fees are reasonable compensation for delay, administrative costs, and time in collecting past due rent, are not penalties, and that such costs are difficult to estimate accurately.

- 5. Lease Fees & Security Deposit.** Resident must pay the amounts specified in Par. 5 for re-keying locks, any non-refundable lease fees, or security deposits. A re-keying lock fee is due for each lock that must be re-keyed if all keys are not returned. The non-refundable lease fee is not a security deposit, is not refundable, and does not reduce Resident's liability for unpaid rent, damages exceeding normal wear and tear, or other charges that come due under the lease. Any security deposit will be refunded as provided by law but may be applied to any charges due under this lease. The deposit will either be protected by a surety bond on file with the Clerk of Superior Court or deposited in the bank specified in Par. 5. Interest earned on such deposits belongs to Management.

Management shall have the right to apply any security deposit held to money or a debt owed by the Resident to Management. Management is not restricted to or limited in how the security deposit is applied if money is owed, and the deposit may applied to rent, damages exceeding normal wear and tear, unpaid utilities, or any other fee, charge, or debt owed by Resident. Management may apply a pet or animal deposit to unpaid rent or damages exceeding normal wear and tear that were not caused by a pet or animal.

Resident shall have no right to use or designate a security deposit as payment of rent or other fees and charges which are due, as provided by O.C.G.A. 44-7-33(b). Resident agrees to cooperate with Management in scheduling and performing Move-In and Move-Out Inspections and noting any existing damages or objecting to Management's list of damages exceeding normal wear and tear.

**6. Renewal Term and Notice of Non-Renewal to End the Lease.** Either party may non-renew and terminate this lease at the end of the initial term by giving a written non-renewal notice prior to the end of the initial lease term. If such non-renewal notice is not given, then this lease will be extended as provided in Par. 6 on a either a Month-to-Month basis (one month at a time) until either party gives a proper 30 day notice; or on a Bi-Monthly basis (two months at a time) until either party gives a proper 60 day notice in writing that terminates the lease. Unless otherwise allowed by Landlord, the lease shall terminate at the end of a calendar month.

Management shall have the right to increase the rent due in any extension or renewal term by giving written notice at least 15 days prior to the date on which a non-renewal notice must be given in order to end the initial term or any subsequent renewal or extension period.

If not specified in Par. 6, then a 30 day written notice is required to end the initial term or any renewal or extension period as of the end of a calendar month.

Management employees are not authorized to accept a verbal notice of non-renewal or termination from the Resident, and the Resident has no right to rely on a Management employee's statement that a verbal notice is acceptable. Resident's non-renewal or termination notice must be in writing, dated, signed, and specify the move-out date. Resident should confirm Management's receipt of the notice with the authorized signature of a Management representative using Management's notice of intent to vacate form. Resident should keep a signed receipt of the non-renewal notice for his personal records in case of any dispute as to whether such notice was given and received. If Resident does not obtain a signed receipt of such notice from Management, or if Management does not have a signed original non-renewal notice from Resident, then it will be presumed that Resident failed to give a proper written notice.

**7. Resident's Early Termination Option.** Resident can end all liability for rent under this lease (but not liability for damages exceeding normal wear and tear, or liability for unpaid utilities) and vacate before the end of the initial lease term stated in Par. 7 only by doing all of the following things required in this paragraph. If all of the following conditions are not performed, then the lease remains in effect for the full term, and Resident shall be liable for breach of the rental agreement as provided in Paragraph 26. If Resident skips, abandons, or is evicted from the apartment without complying with this paragraph, then Resident is in default and responsible for rent and liquidated damages (if applicable) as provided under Paragraph 26, any other fees or charges due, and all damages and cleaning fees in excess of normal wear and tear. Management employees are not authorized to make a verbal statement that waives the notice and termination fees, and the Resident has no right to rely on a Management employee's statement that Resident will not have to pay such fees or comply with this provision in order to terminate the lease early. Any waiver of the notice or fees required under this provision must be in writing, dated, and signed by all parties. Resident's election to use or not use this provision is purely voluntary.

To end the lease early, Resident MUST do EACH of the following: 1) pay all monies currently due; 2) give written notice in the amount specified in Par. 7 of intent to vacate prior to the first day of the month and to take effect as of the last day of a calendar month; 3) pay all rent due through the notice period preceding the early termination date; 4) pay an additional early termination or lease cancellation fee equal to one month's rent as liquidated damages; vacate the leased premises on or before the specified termination date, remove all occupants and possessions, and physically hand the keys to a Management representative; and 5) abandon, waive, and release a claim to the return of any security deposit, which shall become Management's.

If the length of the Early Termination notice is not specified in Par. 7 on the first page, then a 30 day written notice is required. Resident can move-out earlier than the termination date following the notice period in Par. 7, but Resident must turn in all keys, remove all occupants and personal property, pay all rent due through the required non-renewal notice period, pay the one-month termination or lease cancellation fee, and comply with all other requirements. Keys must be physically handed to a representative of Management and may not be left in the apartment or a night rent drop box.

If Resident elects to exercise his or her right to Early Termination, Resident is not entitled to a refund of any rent, notice or termination fees, or security deposit, even if the apartment is re-let to a new Resident prior to the end of the notice period. Resident's election to exercise this early termination option either by giving proper notice and paying all sums due or by giving proper notice and signing an agreement to terminate early and pay the sums due at a later date are binding and shall not be reduced or set-off by any money or rent Management receives from re-letting the apartment to a new or subsequent Resident.

**Military Transfers and Lease Terminations.** A Resident (including a Resident's spouse) who is a service member on active duty or is called to active duty in the regular or reserve component of the U.S. Armed Forces, U.S. Coast Guard, or National Guard, shall have the right to end this Apartment Rental Contract early by giving a 30 day written notice, paying all rent due through the notice date, and providing a copy of the official military orders or written verification signed by the service member's commanding officer or by providing base housing orders as provided in O.C.G.A. Section 44-7-22, if the service member is:

1. Ordered to federal duty for a period of 90 days or longer;
2. Receives a permanent change of station orders to move at least 35 miles away from the rental housing;
3. Is released from active duty after leasing housing and must move 35 miles or more away from the service member's home of record prior to entering active duty;
4. After entering into this rental agreement, the service member becomes eligible to live in government quarters or the failure to move to government quarters will result in a forfeiture of the service member's basic allowance for housing;
5. Receives temporary duty orders or temporary change of station orders or state active duty orders for a period exceeding 60 days that is at least 35 miles away from the location of the rental housing; or
6. Receives orders after signing the lease but before taking possession of the rental housing.

**8. No Assignment/Subletting.** Resident may not sublet or assign the lease.

**9. Disclosure Notice of Owner or Managing Agent and Equal Housing Opportunity Policy.**

The name and address of company or party authorized to manage the apartment community for the owner is specified in Par. 9. The name and address of the owner or owner's registered agent who is authorized to receive notices and lawsuits against the Landlord is specified in Par. 9. Lawsuits filed against the owner or Management shall be filed and served as provided by law or as contractually agreed to by Resident.

The Corporate Broker's Name of the Licensed Managing Agent and Broker's license number as required by the rules of the Georgia Real Estate Commission (Ga.R. & Reg. 520-1-.10) is specified in Par. 9.

**Equal Housing Opportunity Policy.** The apartment owner and Management provide equal housing opportunity for qualified applicants and do not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, or any other legally recognized status in the State of Georgia. It is the owner's and Management's policy to provide reasonable accommodations in the apartment community's operational policies and procedures and to permit the Resident to make reasonable modifications that are necessary for the Resident and related to the disability for persons with a demonstrated disability. The Resident must request and obtain permission from the owner or management for any accommodation or modification prior to implementing the same. In general, the cost or expense of physical modifications to the apartment or apartment community is the responsibility of the Resident, unless the applicable law requires the owner or Management to absorb or be responsible for the cost of such modifications. A Resident or occupant with a demonstrated disability is allowed to have an assistance animal to

assist with the person's disability. A disabled Resident or occupant is allowed to have an assistance animal to assist with the person's disability. A disabled Resident or occupant is allowed to have an assistance animal which has not been trained as a service animal unless the animal has a history of dangerous, vicious, or unsafe behavior. If the nature of the disability is not obvious or apparent or the manner in which the animal will provide assistance is not clear, Management has the right to request additional information regarding how the animal will assist with the resident's disability. The Resident does not have an absolute right to the specific accommodation or modification requested, and Management has the right to offer an substitute or alternate accommodation or modification with conditions that will provide adequate assurance for the safety, health, and well being of other Residents, occupants, social guests, invitees, and Management employees. No Additional Rent, Non-refundable Fee, or Animal Security Deposit is required from Residents or occupants who are disabled and have an approved service or assistance animal; however, the Resident is responsible for any and all damages and cleaning fees exceeding normal wear and tear caused by such animal.

- 10. Utilities Are Resident's Responsibility.** Resident is responsible for payment of all natural gas, electricity, water and sewer, telephone, cable, satellite or other utilities and services to the apartment unless specified otherwise in Paragraph 34 or in a utility addendum which is made a part of this lease. Resident gives Management the right to select any utility provider and change the same without notice. Resident shall promptly establish all utility and service accounts to be paid by Resident in his name at the start of the lease and shall not allow water and sewer, electricity, or natural gas to be shut off or billed to Management. Resident shall promptly pay any billing for utilities or other services charged to Management upon notification. Resident's failure to pay all utility services or to establish an account with a utility provider is a material breach of the lease for which Management has the right to terminate the right of occupancy or lease.

**\*\*Important Disclosure Regarding Management's Right to Select the Natural Gas Marketer (Provider).** Resident (the Tenant) authorizes Management (the Landlord) to act as Resident's agent for the limited purpose of selecting the Resident's natural gas marketer, to authorize the natural gas marketer to obtain credit information on the Resident, if required by the marketer, and to enroll the Resident on the marketer's standard variable price plan for which the Resident is eligible, unless the Resident chooses another price plan for which he or she is eligible. Resident acknowledges that Management may have a business relationship with the natural gas marketer that may provide for a financial or other benefit to Management in exchange for the Resident's enrollment with the Marketer.

- 11. Fire and Other Casualty.** This lease will end if the apartment is uninhabitable due to fire as long as the fire was not caused by or the responsibility of Resident or Resident's occupants, family, or social guests. If Resident or his occupants, family, or social guests were responsible for the fire and the premises are uninhabitable, then Resident must vacate the apartment and will still remain liable for the rent and damages.

Management shall have the right to terminate the occupancy or lease of Resident if Resident or Resident's occupants, family, social guests, or invitees caused or were responsible for causing a fire to the apartment or any portion of the apartment community. Resident has no right to transfer to another apartment in the community or to remain in the apartment community if Resident or Resident's occupants, family, social guests, or invitees were responsible for or caused the fire. Resident may be eligible for transfer to another apartment in the apartment community if the Resident is qualified, there is a suitable apartment available, and Resident or Resident's occupants, family, social guests, and invitees did not cause the fire.

Resident is responsible for the cost of repair, replacement cost, and all expenses required to repair or replace the equipment, building, or property damaged by a fire which Resident or Resident's occupants, family, social guests, or invitees caused. Resident is liable to and shall indemnify, defend and hold harmless Management and the owner for any damages or repairs caused by a fire which was caused by Resident or Resident's occupants, family, social guests, and invitees.

This lease shall end if the premises are destroyed or otherwise rendered uninhabitable due to an Act of God or any other catastrophic event or casualty that was not the responsibility of Resident or Resident's occupants, family, social guests, or invitees.

The Resident shall not continue to occupy an apartment which is rendered uninhabitable due to fire, Act of God, or other catastrophic casualty and must remove all personal property and return possession to Management.

- 12. Hold Over/Trespass.** Resident must promptly vacate the apartment and deliver possession and all keys to Management upon any termination or non-renewal of this lease. Keys must be physically handed to a representative of Management and may not be left in the apartment or in the overnight rent drop box at the Management office. The apartment must be delivered to Management in clean condition and good repair.

If Resident does not vacate the premises and return possession to Management after termination, non-renewal, or expiration of the lease, then Resident shall pay to Management rent at two (2) times the current rental rate for each day held over past the termination date.

After termination, non-renewal, or expiration of the lease, Resident is a tenant at sufferance.

After vacating the premises based on non-renewal, termination, eviction, or upon receiving a criminal trespass notice under O.C.G.A. § 16-7-21 from Management, Resident shall not return to any portion of the apartment community. Resident shall not permit entry of any person as his social guest or invitee if notified that his guest's or visitor's presence in the apartment community is subject to criminal trespass under O.C.G.A. § 16-7-21. Management may terminate the lease or right of possession of any Resident who allows an unauthorized person access to his apartment or the community in violation of this provision or paragraph 14. Management's rights under this paragraph shall continue and survive independently beyond expiration or termination of the lease or Resident's right of occupancy of the apartment.

- 13. Right of Access.** Management may enter the apartment without notice during reasonable hours to inspect, maintain, and repair the premises. Management may enter the apartment at any time without notice to prevent injury or damage to persons or property. Resident authorizes Management to show the apartment to prospective Residents once Resident has given or received a notice of non-renewal or termination.

- 14. Resident's Use of the Apartment and Conduct.** Resident shall use the apartment and apartment community only for residential purposes and not for business or commercial purposes.

Resident, all occupants, and Resident's family, social guests, and invitees must comply with all laws. No portion of the apartment or apartment community shall be used by Resident or Resident's occupants, family, social guests, or invitees for any disorderly, disruptive, abusive, or unlawful purpose. Nor shall they be used so as to disrupt the quiet enjoyment of any other Resident or their occupants, family, and social guests. Resident and Resident's occupants, family, social guests, and invitees shall not commit any crime in the apartment community.

Resident is liable for the conduct of and for any damages exceeding normal wear and tear caused by his family, occupants, social guests, and invitees. Resident shall not allow his occupants, family, social guests, and invitees to commit a crime or violation of the lease and addenda and must take affirmative, corrective action and notify Management of any such violation or misconduct.

The sale, manufacture, distribution, or possession of any illegal drugs in the apartment community is prohibited.

Resident must maintain the apartment in a clean and sanitary condition and must not cause or allow any damages exceeding normal wear and tear or infestation of vermin, insects, rodents, or other pests. Noxious or offensive smells are not permitted, and Resident shall be liable for damages exceeding normal wear and tear for the repair or replacement of any carpet, flooring, ceiling, or walls that are permeated with noxious or offensive odors, water, or mold. Resident shall not leave or dispose of trash, garbage, or other materials in hallways, breezeways, patios, balconies, or common areas of any portion of the apartment building or community. Resident shall promptly take trash, garbage, or refuse to the proper

dumpster, compactor, or trash collection area and properly dispose of organic and inorganic material as provided by law and as provided by the community rules.

Resident and Resident's occupants, family, social guests, and invitees shall abide by and follow all community rules and regulations. Management shall have the right to prohibit smoking of cigarettes, pipes, cigars, or tobacco inside the apartment or any portion of the apartment community property under its community rules and regulations. Smoking of tobacco products in the apartment is prohibited unless expressly authorized and allowed by the community rules and regulations.

Resident shall operate all motor vehicles in a safe and lawful manner in the apartment community. Resident shall not violate any parking rules and regulations and shall not exceed 15 mph in any parking lot, street, exit, or entrance of the apartment community. Resident must park only in authorized spaces and places and shall not park at any place that obstructs traffic, is unsafe, or is prohibited. Resident shall not operate, park, or store, any illegal, unauthorized, or uninsured motor vehicle or equipment on any portion of the apartment community. Resident shall not abandon a motor vehicle in the apartment community. Resident shall not store, keep, or dispose of any substance or material on any portion of the apartment community that is hazardous to the health, safety, or welfare of any person. Resident shall not dispose of any batteries, chemicals, environmentally hazardous, or unsafe material in any trash receptacle, dumpster, compactor, or any portion of the apartment community.

Resident, and Resident's occupants, family, social guests and invitees, shall act and communicate with the apartment owner, Management, Management employees, Residents, business social guests of Management, and all other persons in a lawful, courteous, and reasonable manner. Any form of verbally or physically abusive, intimidating, or aggressive behavior directed at the apartment owner, Management, Management employees, or any other person is prohibited. Resident, his social guests and occupants shall not interfere with the daily business operations of the apartment community or job duties of Management or its employees. When notified by Management, Resident shall be prohibited from entering or contacting any Management or corporate office or employee and must conduct all further communications in writing.

Resident shall not distribute petitions, flyers, or solicitation notices to other Residents in any manner other than through lawful use of the United States mail. Resident is prohibited from committing business libel or slander or making untruthful, unfair, or misleading statements to others about the apartment owner, Management, Management employees, or the apartment community. Resident shall not commit waste to the apartment or apartment community and shall not commit any act nor fail to take any action that would endanger the life, health, safety, welfare or property of any other person in the apartment community. Resident must allow Management and vendors access to the apartment for the purpose of making repairs, performing service or maintenance, inspecting, and taking all other action related to the ongoing business operation of the apartment community.

Resident shall not cause or allow an infestation of bed bugs in the apartment. Resident shall not bring abandoned or discarded furniture, clothing, bedding, or other personal property into the apartment as it could introduce an infestation of pests and bed bugs.

Resident and Resident's occupants, family, social guests, and invitees shall not damage any portion of the apartment or apartment community. Resident and Resident's occupants, family, social guests, and invitees shall not touch, damage, or trigger any automatic sprinkler head.

Resident and occupants shall not use the internet or cyberspace in any manner to disparage, defame, or injure the business or business reputation of the apartment owner or Management. Resident and occupants shall not use, misuse, or appropriate the use of the owner's or Management's corporate names, logos, slogans, images, photos, internet domain names, service marks, trademarks, copyrights, or trade names. Resident and occupants shall not publish, misuse, or use any photos or video of Management employees or the apartment community or signage. Owner and Management shall be entitled to injunctive relief and damages for compensation to prevent any unauthorized publication, use or misuse, whether in part or in whole, of the corporate name, trade name, internet domain name, likeness or identity of owner or Management.

Resident and occupants shall not make, post, or publish misleading, deceptive, untruthful, groundless, false, or unfair statements or commentary about the apartment community, the Management employees, the owner, or Management on or to any internet website or domain, internet blog, internet social media, newspaper, magazine, television, radio, or other news or social media. Resident is prohibited from making, publishing, stating, or posting any statement or communication that, while partially true, lacks or fails to disclose other material facts in such a way such as to mislead the listener, viewer, or reader. Management shall be entitled to terminate the right of occupancy or lease of any Resident or occupant who violates any portion of this Use and Conduct provision.

Resident and Resident's occupants, family, social guests, and invitees shall not store, use, or discharge any fireworks or consumer fireworks in the apartment or apartment community. Fireworks are defined as any combustible or explosive composition or any substance or combination of substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including but not limited to, blank cartridges, firecrackers, torpedoes, skyrockets, bombs, sparklers, roman candles and other combustibles and explosives of like construction.

Violation of this Resident's Use and Conduct provision is a material breach of this lease and constitutes a ground for terminating Resident's lease or right of possession, and Resident will be liable for any rent due through the remainder of the lease or liquidated damages (if applicable) as provided in Paragraph 26.

- 15. Property Loss, Insurance, and Crime.** Management and the apartment owner shall not be liable for damage, theft, vandalism, or other loss of any kind to Resident's or his occupant's personal property, unless such is due to Management's negligence or intentional misconduct. Management and the apartment owner shall not be liable to Resident for crimes, injuries, loss, or damage due to criminal acts of other parties.

Resident must purchase a renter's insurance policy that provides liability insurance for negligent or accidental acts and omissions for which the Resident may be liable in causing injury or damage to the owner, Management, or others.

Resident should purchase property insurance for loss of or damage to Resident's own personal property. Management is not liable for any loss or damages to Resident's personal property due to theft, vandalism, bursting or leaking pipes, fire, windstorm, hail, flooding, rain, lightning, tornadoes, hurricanes, water leakage, snow, ice, running water, or overflow of water or sewage. Management shall not be liable for any injury or damage caused by such occurrences, and Resident agrees to look solely to his insurance carrier for reimbursement of his losses for such events.

Management does not market, advertise, represent, offer, or provide security or law enforcement services which will prevent crime or protect Resident or Resident's personal property. Management and the owner do not represent or guarantee that the Resident is safe from crime in the neighborhood or from crime in the apartment or apartment community. Resident agrees to look solely to public law enforcement, emergency services, or fire services for police, emergency, fire, security, or protection services.

Resident acknowledges that he or she has an obligation to exercise due care for his or her own safety and welfare at all times and that Management is not liable to Resident for the criminal acts of other persons. Resident agrees that he or she will not and cannot rely on the existence or absence of security equipment or personnel as a representation of safety from crime and understands that he or she must be vigilant and exercise caution for their personal safety at all times. Resident waives and releases the apartment owner and Management for any liability, injury, loss, or damages related to crimes committed by other persons against Resident or related to allegations that the owner or Management were negligent or failed to provide security or protection to prevent crime.

- 16. Lead Based Paint Notification (LBPB).** If this apartment community was built prior to 1978, the LBPB addendum is incorporated by reference.
- 17. Flood Disclosure.** Management states that the apartment has not been damaged in any manner by flooding as defined in O.C.G.A. § 44-7-20 in 3 of the last 5 years unless noted otherwise in Par. 17.
- 18. Pets.** No animals or pets of any kind are permitted without a Pet, Service, or Assistive Animal Addendum. Management may enter the apartment at any time and remove any pet or animal which Management believes to be neglected, distressed, or endangered. Resident shall be liable for all costs of retrieving, caring for, and boarding of any pet or animal that is abandoned by Resident or removed by Management. Resident releases Management from liability of any kind when Management acts to retrieve or protect Resident's pets and animals which appear to be neglected, distressed, or endangered. Please see Par. 9 with respect to Management's policy on service, assistive and convenience animals for persons with disabilities.
- 19. Indemnification.** Resident agrees to indemnify, defend, and hold harmless the apartment owner and Management for any loss the apartment owner or Management incur due to Resident's breach of this agreement or due to the acts and omissions of Resident and Resident's occupants, family, social guests, or invitees.
- 20. Failure to Act.** Management has the right to insist on strict compliance with the terms of this lease at any time, even if it has previously delayed acting on Resident's breach of this lease. Management shall have sole discretion in granting and withholding permission or consent for Resident to perform his or her obligations under this lease in any manner that varies from the contractual requirements. Management at its option may condition, modify, or revoke any such permission or consent upon reasonable written notice and insist upon strict compliance with the lease terms.
- 21. Fees and Expenses of Litigation.** In a civil action or dispossessory proceeding for breach of this lease, the prevailing party shall be entitled to attorney's fees in the amount of fifteen percent (15%) of the principal and interest owing and all expenses of litigation, including, but not limited to, court costs and administrative filing fees for evictions. All sums due from Resident to Management which are in default shall bear interest at the rate of twelve percent (12%) per annum.
- 22. Notices.** All notices must be written, dated, and signed. The notice must be given personally or by certified mail, return receipt requested. Notice shall be sent to Resident at the apartment and to Management at the apartment community business office. See Par. 9 with regard to the proper address for service of lawsuits.

Resident shall send notices for repairs, service, maintenance, non-renewal, military transfers, and lease termination to the Management/leasing office located at the apartment community.

Resident shall provide Management with Resident's updated contact and address information and forwarding address at anytime requested during the lease and at the time of vacating the apartment. Resident shall provide Management with: the address of his or her new residence (where they are living); the mailing address for returning any security deposit or forwarding any notices or move-out inspection and estimate of damages and cleaning fees that exceed normal wear and tear; the name, address, and phone number of their employer; the name, address, and phone number of a person or family member who can provide updated contact information and the Resident's cell phone and e-mails. If Resident fails to provide his or her contact information and address at the time of vacating; conceals or attempts to conceal his or her address and location; moves from the State of Georgia; or cannot be located by Management, then the statute of limitation for collecting any account or money owed by Resident shall be tolled until such time as Resident provides proper notification of his address and other contact information requested.

RESIDENT'S NOTICE OF NON-RENEWAL UNDER PARAGRAPH 6 OR NOTICE OF INTENT TO VACATE AND TERMINATE THE LEASE EARLY UNDER PARAGRAPH 7 MUST BE IN WRITING AND MUST BE GIVEN SO THAT THE ENDING DATE IS ON THE LAST DAY OF A CALENDAR MONTH. VERBAL NOTICES ARE NOT EFFECTIVE AND MAY NOT BE RELIED UPON BY RESIDENT UNDER ANY CIRCUMSTANCES. MILITARY SERVICE MEMBERS MAY GIVE A NOTICE TO TERMINATE AS PROVIDED IN PAR. 7 AT ANY TIME OF THE MONTH. NO MANAGEMENT EMPLOYEE IS AUTHORIZED TO VERBALLY OR UNILATERALLY WAIVE ANY NOTICE REQUIREMENT, AND RESIDENT MAY NOT RELY ON A VERBAL STATEMENT OF MANAGEMENT THAT PROPER WRITTEN NOTICE IS NOT NECESSARY. MANAGEMENT MAY, BUT IS NOT REQUIRED TO, WAIVE THE REQUIREMENT THAT NOTICES BE EFFECTIVE ONLY AS OF THE END OF A CALENDAR MONTH.

- 23. Repairs.** Resident accepts the apartment "as is" and in habitable condition suited for residential purposes. Resident accepts full control and responsibility of the apartment leased premises and agrees to maintain the apartment in a clean, safe, and sanitary condition. Management will make repairs to the apartment with reasonable promptness upon receipt of written notice from Resident. Management's repair obligations under Georgia landlord/tenant law only pertain to the apartment, and not to the common areas of the apartment community. Resident agrees and acknowledges that he or she only leased the apartment and that Resident's and Resident's occupants, family, and social guests access to amenities and common areas of the apartment community are only a permissive license to use such amenities and common areas.

Resident shall pay as additional rent for any cleaning or damages exceeding normal wear and tear to the premises caused by Resident or caused by Resident's occupants, family, social guests, invitees or licensees of the Resident and occupants that exceed normal wear and tear. Resident and Resident's occupants, family, social guests, and invitees shall not damage any portion of the leased premises or apartment community, and Resident is responsible for the cost to repair, replacement cost, and all expenses required to repair or replace the equipment, building, or property damaged. Resident is liable to and shall indemnify, defend, and hold harmless Management and the apartment owner for any damages or repairs caused by Resident or Resident's occupants, family, social guests, and invitees. Resident shall promptly pay as additional rent with the next month's rent the costs of any repairs, replacement, or damages caused by Resident or Resident's occupants, family, social guests, or invitees upon issuance of an invoice from Management.

Resident may not alter the interior or exterior structure of the apartment or apartment community in any manner without the express written consent of Management. Please see Par. 9 with regard to Management's policy on disability modification requests.

Resident must promptly report the need for any repairs to Management in writing before Management is obligated to make any repairs. Resident must promptly report any dampness, water leaks, or mold in the apartment to Management. Resident shall properly use the heating, ventilation, and air conditioning (HVAC) system to maintain temperate conditions so as to prevent freezing of water pipes in cold weather and to prevent mold growth or excessive humidity during warm weather. Resident is required to use air conditioning during June, July, August, and September and shall not turn off the air conditioning and open windows for purposes of cooling the apartment. Resident must inspect any fire alarm and fire extinguisher at least once per month to determine whether they are in proper working condition and report to Management the need for any need for repair or replacement. Resident shall promptly notify Management of any damage to or malfunction of any door or window locks or intrusion alarm.

Resident must promptly report any evidence, knowledge, or suspected presence of bed bugs in the apartment and cooperate with Management to allow inspection and treatment of the same. Adjoining or neighboring Residents to an apartment infested with bed bugs must cooperate with Management in inspection and treatment to prevent a possible cross infestation or migration.

**24. Abandonment.** Resident shall not abandon the apartment, Resident's personal property, or motor vehicles. Title to any abandoned property (including, but not limited to, pets or animals) shall vest in Management. Management may store, sell, or dispose of abandoned property without notice.

If Resident abandons the apartment or his or her personal property contained therein, Management shall have the right to re-key, re-enter, and re-let the apartment without filing a dispossessory warrant or obtaining a writ of possession. Management is not required to file a dispossessory proceeding in order to recover an abandoned apartment or to dispose of any abandoned property found in an abandoned apartment. Management shall have sole discretion in determining whether the Resident has abandoned the apartment. Circumstances indicative of an abandonment include, but are not limited to, Resident's unexplained absence or failure to occupy the apartment; the overall appearance and condition of the apartment; Resident's statement that he or she is moving or leaving the apartment community; failure to pay rent or utilities; discontinuance of utility service; failure to respond to Management's notices, communications, or eviction proceedings; or removal of a substantial amount of Resident's personal property.

**25. Attornment, Sale, Foreclosure, Renovation, and Former Employees.** Resident's rights, or, if applicable, his employment with Management, are subordinate to any deed to secure debt, sale, or contract for sale of the property.

In the event the apartment community or any portion or building of the community is foreclosed, sold, placed under contract to be sold, or scheduled for substantial renovation, rehabilitation, or demolition, either Management or the new owner shall have the right to terminate the lease on 30 days' written notice. In the event that Management elects to terminate the occupancy or lease under this provision, then during the 30 day period immediately preceding either the termination date of Resident's occupancy or the termination of the lease, the Resident's rent shall be reduced by fifty percent (50%); however, if the Resident shall hold over beyond the termination date, then Resident shall owe the full rent due for said 30 day notice period plus hold over rent as provided in paragraph 12.

If Resident is an employee of Management and his or her employment is terminated, then this employee lease shall also terminate, any employee rental discounts shall end, and the employee agrees to vacate the premises if requested. If permitted to stay, the former employee shall pay the current market rate rent as specified by Management at the time employment is terminated.

**26. Default by Resident.** Resident's violation of this lease or any addenda constitutes a default. Violations constituting a default include, but are not limited to: unauthorized occupants; non-payment of rent; improper non-renewal or termination of the lease as required by paragraphs 6 or 7; abandonment of the apartment as prohibited in paragraph 24; providing false or misleading information in the rental application; failure to pay or continue utility service as required in paragraph 10; allowing unauthorized persons access in violation of paragraph 12; any unauthorized occupants or improper use or conduct in violation of paragraph 14; or causing damages or cleaning in excess of normal wear and tear.

Upon default, Management may terminate Resident's lease or right of possession by giving written notice and re-entering the apartment as provided by law. Notice to cure a default is not required but, if given, shall not waive Management's right to terminate or insist on strict compliance. Resident shall surrender possession of the premises to Management promptly on the effective date of any termination notice, remove all possessions and persons occupying the apartment, return all keys to Management by personally handing them to a Management representative, and restore Management to quiet possession of the leased premises.

Notwithstanding Management's termination due to Resident's default, Resident shall remain liable for all rent, hold-over rent under paragraph 12, liquidated damages (if applicable) as provided below, unpaid utilities, rental concession, lost discounts or pay-backs, damages exceeding normal wear and tear, costs of eviction, attorney's fees and expenses of re-letting incurred by Management as a result of Resident's default.

Management, at its option, may obtain possession of the apartment through a dispossessory proceeding, either with or without first terminating the lease or right of possession. Management, at its option, may also recover possession of an abandoned apartment without filing a dispossessory proceeding by changing the locks and disposing of any abandoned property.

Notwithstanding termination of the lease, commencement of a dispossessory proceeding, issuance of a writ of possession, actual physical eviction, or recovery of the abandoned premises, Resident shall remain liable for all rent accrued through the date on which possession is obtained by Management; rent through the remainder of the lease term or liquidated damages (if applicable) as provided in this paragraph; damages exceeding normal wear and tear; unpaid utilities; rental concession, lost discounts or pay-backs; costs fees, and expenses. Neither issuance of a writ of possession, actual physical eviction, or retaking possession of the apartment shall relieve Resident of liability for rent through the end of the lease term or liquidated damages (if applicable) under this paragraph. All rent, fees, damages and liquidated damages (if applicable) shall be due immediately upon demand for payment.

In the event of a default by Resident, the Resident shall be liable to Management for rent through the remainder of the lease term as follows. Management may either allow the apartment to remain vacant and hold Resident liable for payment of rent through the remaining term of the lease; sue the Resident for breach of the lease and for each installment of rent as it comes due through expiration of the lease; or re-enter the premises as provided by law and re-let the apartment on Resident's behalf while holding the Resident liable for any deficiency between the contract rent and rent received through the remaining term of the lease until the re-letting. Management has the right, but not the obligation, to attempt to re-let the premises on Resident's behalf.

In the event that Resident has breached or defaulted the lease and failed to terminate the lease properly as provided by law or as provided for in Paragraphs 6 or 7 of this Apartment Rental Contract, then Resident shall be liable to Management for unpaid rent due through the remainder of the lease term under this paragraph (Par. 26), and not as provided in Paragraph 7, and Management is not entitled to collect any termination (cancellation) fee or notice fee.

**Liquidated Damages In Lieu of Rent Through the Remainder of the Lease Term.** Management shall not be entitled to Liquidated damages unless the Liquidated Damages Addendum has been signed by Management and Resident to indicate that the parties desire to use liquidated damages in determining the amount of rent due through the remainder of the lease term in the event of Resident's default. In the event the parties have selected liquidated damages for determining Resident's liability due to Resident's breach, then the Liquidated Damages Addendum is incorporated herein by reference, and the parties shall execute the same as a separate addendum.

Management's re-entry to leased premises either under judicial process or by retaking possession after abandonment or surrender shall not relieve Resident of liability for payment of rent through the remainder of the lease term or liquidated damages (if applicable) that landlord is entitled to collect under the terms of this rental agreement.

Management shall have the right to terminate the lease or right of possession of any Resident or occupant of the apartment who is arrested, indicted, charged, or convicted of any felony, crime of violence, or threatened violence; robbery; theft; dishonesty; rape; child molestation; sexual offense; illegal sale, use, or possession of drugs; illegal use or possession of a weapon; stalking; arson; criminal damage to property; vandalism; issuance of bad checks; fraud; forgery; or any other crime which could adversely affect the health, safety, or welfare of other Residents or Management staff, regardless of whether the offense occurred on or off the apartment community premises and regardless of when the offense occurred. Management shall have the right to file a dispossessory action and obtain a writ of possession based on the Resident's or occupant's conduct which constitutes a criminal violation without waiting for a criminal adjudication, finding, or decision on the criminal charges.

Management shall have the right to terminate the lease of any Resident whose apartment is found to be infested with bed bugs; have a mold or water intrusion problem; be unfit for habitation; or constitute a hazard to health, safety, or welfare of any person, the apartment, the apartment community or management employees. Upon such termination, resident must promptly vacate, remove all personal property and possessions, and return possession of the apartment to Management.

- 27. Privacy, Disclosure, and Consent.** Resident agrees that information about him or her that is known to Management or contained in his or her Resident file is not confidential, privileged or private. Resident authorizes Management to disclose any information known or contained in the Resident file to any law enforcement agencies who request such information either with or without a subpoena; to prospective landlords or lenders who request such information in connection with approval of any rental application or home purchase; or to persons or parties who make a request for such information using discovery procedures in a civil action or subpoena in a criminal proceeding.

Resident agrees that the apartment owner and Management shall have the right to provide information from its account and business records to any Consumer Reporting Agency to be included in the Resident's consumer file and credit history, including, but not limited to, rental history, rental payments, unpaid balances, and other information. If the Resident disputes the accuracy of the information provided, the Resident shall notify the Consumer Reporting Agency and send written notice of the dispute to Management at the address specified in Par. 9. When giving notice to Management of any dispute as to the accuracy of adverse rental information, rental payments, disputed account balance, or other disputed information, Resident agrees to provide his or her correct names on the lease, the apartment number, complete apartment address, dates of occupancy, and clear details as to the basis of such dispute that the Consumer Reporting Agency and Management will have sufficient information to investigate, evaluate and respond to the dispute.

Resident agrees that Management shall have the right to pursue collection of any sums alleged due from Resident through employment of independent contractors as collectors and that such sums may be reported to any consumer reporting agency (credit bureau) and shown on Resident's credit report. Resident agrees that variances or inaccuracies in the amounts submitted for collection or reported to any credit bureaus do not constitute a violation of any federal or state laws pertaining to reporting or collection of such debts and that the amount alleged due may be amended or corrected at any time. Resident agrees that Management or any such collector or collection agency is expressly authorized to contact Resident by phone or mail to notify Resident of the debt or attempt collection of the same and to communicate with third parties regarding the existence of the debt, the location of the Resident, or the Resident's ability to pay the debt. Resident agrees that Management or any such collector is expressly authorized to obtain a consumer report (credit report) on Resident and to obtain information on Resident's location and employment in connection with the collection of any amounts claimed due under this lease. Management's and collector's rights under this paragraph shall continue and survive independently beyond expiration or termination of the lease or Resident's occupancy of the apartment.

Resident(s), their occupants, family members, and social guests hereby authorize and grant Management, their contractor(s), employee(s), and any third parties hired by Management, permission to take, use, and publish photographs and/or videos of Resident(s), their occupants and social guests, including but not limited to, their minor children, at events and/or activities in the common areas of the apartment community. Management is permitted to use such photographs or video for print, publication, copyright, online social media and video-based marketing materials, as well as any other form of publication or use at Management's sole discretion. Resident(s), their occupants and social guests, including their minor children, release and hold harmless Management from any reasonable expectation of privacy or confidentiality associated with the images and videos taken and used by Management. Resident(s) and their occupants, family members, and social guests acknowledge and agree they will not receive any type of financial compensation, ownership or royalties with the taking, use, marketing, or publication of any photographs or videos.

Resident(s) hereby expressly authorize Management, and its successors, assigns, agents, attorneys, insurers, representatives, employees, officers, shareholders, partners, parents, subsidiaries, affiliated entities, and all agents and representatives, including any collection agency or debt collector hired by any of the preceding persons or entities, and all corporations, persons, or entities in privity with any of them (hereinafter collectively referred to as the "Authorized Entities") to communicate with Resident(s) for any reason related to the services provided by them or services to be provided in the future by them, including collection of amounts owed for said services, using an automatic telephone dialing system or an artificial or prerecorded voice at the telephone number or numbers Resident(s) provide.

Resident(s) further expressly consent and authorize the Authorized Entities to communicate with Resident(s) at any phone number or email address or other unique electronic identifier or mode that Resident(s) provide to any Authorized Entity at any time, or to use any phone number or email address or other unique electronic identifier or mode that any Authorized Entity finds or obtains on its own which is not provided by Resident.

Any Authorized Entity may communicate with Resident(s) using any current or future means of communication, including, but not limited to, automated telephone dialing systems, artificial or pre-recorded voices, SMS text messages, other forms of electronic messages, electronic mail directed to any internet domain address, electronic mail directed at a mobile telephone service, cellular telephone services, internet or world wide web addresses including social and business networking internet sites, or electronic messages or mail otherwise directed to Resident(s) through any medium. Resident(s) authorize any and all of the communication methods described in this paragraph even if Resident(s) will incur a fee or a cost to receive such communications. Resident(s) further promise to immediately notify the Authorized Entities if any telephone number or email address or other unique electronic identifier or mode that Resident(s) provided to any Authorized Entity changes or is no longer used by Resident.

- 28. Definitions.** The term "Resident" includes all tenants or other persons who signed or are obligated under the lease. "His" shall also mean "her" when applicable. "Resident" refers to the tenant. The term "Management" may refer to the owner of the apartment community or to the managing agent who is under a Management contract to operate the apartment community on behalf of the owner. The legal ownership entity is different from the Management entity. The owner's managing agent may or may not have any ownership interest in the apartment community and may be an entirely independent contractor which operates the apartment community for the owner for a fee. "Occupants" are persons who are living in the apartment rental with the Resident and disclosed in the lease but have not signed the lease.

The term "occupants" means persons who did not sign the lease but were disclosed and authorized to live in the apartment on a full time basis. Occupants could include family members of the Resident, but is not limited to family members, and includes roommates or other persons who are authorized to live in the apartment as disclosed in this lease. "NSF" means checks that are dishonored or returned by the bank unpaid, and is also referred to as "not sufficient funds." "Skip" means to vacate or abandon the leased premises in violation of this lease, either with or without turning in all keys and either with or without removing all personal property. "Notice period" refers to the length of time required in paragraph 6 or 7 or any other provision before a notice can take effect. The word "lease" means the Apartment Rental Contract which creates the relationship of landlord and tenant between the Resident and Management. "Leased premises" refers to the apartment Resident rented, and is also referred to as the "premises" or "lease premises," but does not include any of the common areas or other portions of the apartment community property. The term "leased premises" does not include any portions of the apartment community outside of the apartment rental unit as the Resident only has a permissive license to use the other areas and amenities of the apartment community in conjunction with the rental of the apartment. "Termination date" is the date following a notice period or the date on which Resident's lease or right of possession terminates as specified either in a non-renewal notice or a lease termination notice from Management based on Resident's default. A "social guest" is any person who is present in the Resident's apartment or on the apartment community property by express or implied invitation of the Resident or Resident's occupants, other social guests, or family members and includes anyone temporarily living or visiting Resident. The term "social guest" includes, but is not limited to, visitors and family members visiting or present in the apartment or apartment community. An "invitee" refers to a business guest or visitor who is present in the apartment or the apartment community with the express or implied invitation of the Resident for the purpose of conducting or

soliciting business with or for the Resident, occupants, or social guests of the Resident. The "trade name" is the name of the apartment community and is the name or alias under which the legal owner of record does business and operates the apartment community. A "default" or "breach" of the lease and addenda means a violation of the lease provisions and gives Management the right to terminate the Resident's occupancy or lease. "GREC" means the Georgia Real Estate Commission.

29. **Usufruct.** This lease only creates the relationship of landlord (Management) and tenant (Resident) and does not create any ownership or transferable rights in real estate. This lease is a "usufruct," and not an estate for years.
30. **Entire Agreement.** This lease, any referenced addenda, and any addenda separately signed or referring to the lease or apartment shall constitute the entire agreement between the parties, and no prior negotiations, representations, or oral statements are binding. This lease may not be modified except with the express written consent of Management. The Resident is legally obligated under the terms and conditions of any addenda which he or she signed, and the same are part of and incorporated by reference into this lease.
31. **Joint and Several Liability.** Each person, corporation, or roommate who signs this lease or any guarantor under a separate guarantor's agreement is jointly and severally liable for all rent or other charges which come due. Management may look to any Resident or guarantor for payment of all or a part of any obligation due without first suing or attempting to collect from any other responsible party. Management and the owner or any collection agency or attorney representing the owner or Management shall have the right to settle in whole or part all or a portion of any debt owed by one Resident without releasing or waiving its claim for the balance of the debt against another Resident, co-signor, or guarantor. Settlement or release of one Resident or Guarantor shall not release the other Resident or Guarantor from liability for the debt owed.
32. **Agency Disclosure.** Management is acting on behalf of the owner of the apartment community in exchange for compensation.
33. **Know Your Neighbors.** Certain individuals convicted of certain sex-related crimes are required to register their name and current address on an index maintained by the state or county in which they reside. You may access that index in order to determine whether any such individuals live in proximity to a certain location. The public may access the Internet to view all sex offenders registered in Georgia. The Statewide Sex Offender Register can be obtained through the Internet at <http://gbi.georgia.gov/georgia-sex-offender-registry>. The public may also contact the local Sheriff to view a list of the sex offenders listed in their county.
34. **Special Stipulations.** Any special stipulations specified in Par. 34 shall control and supersede and control over conflicting provisions in the text of this lease.

EXHIBIT A  
Legal Description

TRACT I:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 97 and 118 of the 18th District of DeKalb County, Georgia, being more particularly described as follows:

To reach the POINT OF BEGINNING, commence at a nail placed at the intersection formed by the northwesterly right-of-way of Sams Road (60 foot right-of-way) and the southwesterly right-of-way of Montreal Road (80 foot right-of-way), if said rights of way were extended to form an angle instead of a miter, and proceed thence S 35° 54' 36" W (formerly a record bearing of S 35° 08' 54" W) along said extended right-of-way line of Sams Road (60 foot right-of-way) for a distance of 11.38 feet to the POINT OF BEGINNING; from the POINT OF BEGINNING thus established, running thence southwesterly and northwesterly along the northwesterly and northeasterly right-of-way of Sams Road (a portion of which is 60 feet in width and a portion of which varies in width) the following courses and distances: S 35° 54' 36" W (formerly a record bearing of S 35° 08' 54" W) a distance of 396.27 feet to a point; thence along the arc of a curve to the right 41.20 feet (formerly a record distance of 41.19 feet) (said arc having a chord distance of 40.04 feet on a bearing of N 83° 35' 31" W) (formerly a record bearing of N 84° 22' 13" W) and a radius of 50.000 feet; thence N 60° 00' 40" W (formerly a record bearing of N 60° 46' 22" W) a distance of 199.07 feet; thence along the arc of a curve to the left 34.59 feet (said arc having a chord distance of 34.08 feet on a bearing of N 77° 04' 36" W (formerly a record bearing of N 77° 50' 18" W) and a radius of 58.000 feet; thence N 60° 00' 45" W, 293.5 feet, more or less (formerly a record bearing and distance of N 60° 46' 27" W, 284.14 feet) to a point on the centerline of Peachtree Creek, said centerline also being the southeasterly line of land now or formerly owned by Plantation Condominium Association, Inc. (Deed Book 5772, page 82); running thence northeasterly along the centerline of Peachtree Creek, and following the meanderings thereof, a distance of 847 feet, more or less (formerly a record distance of 829.55 feet) to a point on the southwesterly right-of-way of Montreal Road (80 foot right-of-way); running thence southeasterly along the southwesterly right-of-way of Montreal Road (80 foot right-of-way) the following courses and distances: S 29° 03' 52" E, 608 feet, more or less (formerly a record bearing and distance of S 29° 49' 34" E, 606.91 feet); thence along the arc of a curve to the left 95.72 feet to a point (formerly a record distance of 95.71 feet) (said arc having a chord distance of 95.62 feet on a bearing of S 33° 32' 17" E (formerly a record bearing of S 34° 17' 59" E) and a radius of 612.960 feet; running thence S 00° 02' 21" W (formerly a record bearing of S 00° 43' 21" W) along the mitered intersection of Montreal Road and Sams Road a distance of 17.59 feet to the northwesterly right-of-way of Sams Road (60 foot right-of-way) and the POINT OF BEGINNING; said tract containing 9.53291 acres, more or less, or 415,254 square feet, more or less, and being shown as Tract I on ALTA/ACSM Land Title Survey for Collateral Mortgage, Ltd., Fannie Mae, and their successors and assigns, made by Watts & Browning Engineers, Inc., bearing the seal of V. T. Hammond, G.R.L.S. No. 2554, dated August 29, 1997, last revised November 23, 1999.

TOGETHER WITH all easements over, under and across that property described as the "Condominium Property," shown on Exhibit "A-1", which easements are appurtenant to the above described property pursuant to that certain Declaration of Easements and Covenants to

## EXHIBIT A (Continued)

Share Costs dated April 29, 1982, and being recorded in Deed Book 4612, page 476, DeKalb County, Georgia Records, as amended by that certain Amendment to Declaration of Easements and Covenants to Share Costs dated June 18, 1987, filed July 2, 1987, and being recorded in Deed Book 5881, page 627, aforesaid records.

TRACT II:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 118 of the 18th District of DeKalb County, Georgia, being more particularly described as follows:

BEGINNING at the intersection formed by the southeasterly right-of-way of Interstate Highway No. 285 (variable right-of-way) and the south line of Land Lot 118, said point also being the northwest corner of land now or formerly owned by the City of Clarkston (Deed Book 4912, page 158), and running thence N 11° 43' 21" E along the southeasterly right-of-way of Interstate Highway No. 285 (variable right-of-way) a distance of 410.14 feet (formerly a record bearing and distance of N 10° 44' 01" E, 410.00 feet) to an iron pin found at the southwest corner of land now or formerly owned by Snap/Palm Holding Co. (Deed Book 9314, page 583); running thence S 89° 46' 58" E along the southerly line of said Snap/Palm Holding Co. property a distance of 986.09 feet (formerly a record bearing and distance of N 89° 13' 42" E, 985.67 feet) to an iron pin found at the southeast corner of said Snap/Palm Holding Co. property, running thence N 00° 13' 29" E along the east line of said Snap/Palm Holding Co. property a distance of 214.85 feet (formerly a record bearing and distance of N 00° 45' 43" W, 214.85 feet) to an iron pin found on the southeasterly line of land now or formerly owned by Cedar Pines Apt., L.L.C. (Deed Book 8991, page 475); running thence N 66° 27' 53" E along the southeasterly line of said Cedar Pines Apt., L.L.C. property a distance of 163.51 feet (formerly a record bearing and distance of N 65° 30' 14" E, 163.50 feet) to an iron pin found on the westerly line of land now or formerly owned by Plantation Condominium Association, Inc. (Deed Book 5772, page 82); running thence southerly along the westerly lines of said Plantation Condominium, the following courses and distances: S 16° 06' 57" W, 145.16 feet to an iron pin found (formerly a record bearing and distance of S 15° 08' 38" W, 145.13 feet); thence S 30° 58' 15" E, 326.44 feet to an iron pin found (formerly a record bearing and distance of S 31° 58' 25" E, 326.40 feet); thence S 26° 00' 28" W, 293.01 feet (formerly a record bearing and distance of S 25° 03' 43" W, 293.02 feet) to an iron pin found on the south line of Land Lot 118, said point being located at the northwest corner of land now or formerly owned by Mark Robert Alderman (Deed Book 8899, page 677) and said point also being at the northeast corner of a subdivided tract known as Unit Two-Casa Woods; running thence N 89° 55' 02" W along the south line of Land Lot 118 and also along the northerly line of said Casa Woods Subdivision a distance of 447.00 feet (formerly a record bearing and distance of S 89° 06' 59" W, 446.73 feet) to an iron pin found; running thence N 89° 41' 39" W, and continuing along the south line of Land Lot 118 and also along the northerly line of said Casa Woods Subdivision (Deed Book 4912, page 158) a distance of 772.38 feet (formerly a record bearing and distance of S 89° 18' 01" W, 772.05 feet) to the southeasterly right-of-way of Interstate Highway No. 285 (variable right-of-way) and the POINT OF BEGINNING; said property containing 12.34518 acres or 537,756 square feet, and being shown as Tract II on ALTA/ACSM Land Title Survey for Collateral Mortgage, Ltd., Fannie Mae, and their successors and assigns, made by Watts & Browning Engineers, Inc., bearing the seal of V. T. Hammond, G.R.L.S. No. 2554, dated August 29, 1997, last revised November 23, 1999.

## EXHIBIT A (Continued)

TOGETHER WITH all easements over, under and across that property described as the "Condominium Property," shown on Exhibit "A-1", which easements are appurtenant to the above described property pursuant to that certain Declaration of Easements and Covenants to Share Costs dated April 29, 1982, and being recorded in Deed Book 4612, page 466, DeKalb County, Georgia Records, as amended by that certain Amendment to Easements and Covenants to Share Costs dated June 18, 1987, filed July 2, 1987, and being recorded in Deed Book 5881, page 640, aforesaid records.

CONDOMINIUM PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 118 of the 18th District of DeKalb County, Georgia, being more particularly described as follows:

BEGINNING at a point on the southwestern side of the right-of-way of Montreal Road (80 foot right-of-way) at its intersection with the centerline of Peachtree Creek, said point also being located 713.47 feet northwesterly, as measured along the southwestern side of the right-of-way of Montreal Road, from its intersection with the northwestern side of the right-of-way of Sams Road (60 foot right-of-way), if said right-of-way lines were extended to form an angle instead of a curve (said point also being located 713.01 feet from said intersection of the rights of way of Montreal Road and Sams Road as measured along a line bearing S 25° 52' 12" E); running thence in a generally southwesterly direction along the centerline of Peachtree Creek the following three courses and distances: S 48° 53' 01" W, a distance of 420.50 feet to a point; S 23° 48' 21" W, a distance of 185.81 feet to a point; S 08° 07' 52" W, a distance of 302.30 feet to a point on the southern land lot line of Land Lot 118; running thence along said southern land lot line of Land Lot 118, N 86° 00' 24" W, a distance of 408.92 feet; continuing thence along said land lot line N 88° 08' 22" W, a distance of 63.75 feet to a 3/4 inch crimp top pipe found; running thence N 29° 46' 03" E, a distance of 293.02 feet to a 1/2 inch rebar found; running thence N 27° 13' 21" W, a distance of 326.40 feet to an iron pin set; running thence N 19° 53' 53" E, a distance of 145.13 feet to a 1/2 inch rebar found; running thence N 19° 45' 40" E, a distance of 169.92 feet to a 1/2 inch rebar found; running thence N 69° 29' 56" E, a distance of 681.41 feet to an iron pin set on the southwestern side of the right-of-way of Montreal Road; running thence southeasterly along the southwestern side of the right-of-way of Montreal Road an arc distance of 260.63 feet to a point (said arc being subtended by a chord to the northeast 260.62 feet in length, bearing S 23° 53' 34" E); continuing thence in a southeasterly direction along the southwestern side of the right-of-way of Montreal Road an arc distance of 70.01 feet to an iron pin set (said arc being subtended by a chord to the northeast 70.01 feet in length, bearing S 25° 07' 17" E); continuing thence along the southwestern side of the right-of-way of Montreal Road S 25° 17' 57" E, a distance of 69.38 feet to the POINT OF BEGINNING; according to Site Plan for The Plantation, a Condominium by Cowherd, Goodman & Associates, P.A., Edwin R. Cowherd and Dean E. Goodman, Registered Land Surveyors, dated August 19, 1981, last revised April 20, 1982.

**EXHIBIT B**

## Permitted Exceptions

1. Rights of tenants as tenants only under unrecorded leases.
  2. Ad valorem taxes for the year 2018 and subsequent years, which are liens but are not yet due and payable.
  3. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to kaolin, coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto whether or not listed in Schedule B. The Company makes no representation as to the present ownership of any such interests
  4. The rights of upper and lower riparian owners and the rights of others to the free and unobstructed flow of the water of the South Fork Peachtree Creek extending through the subject land, without diminution or pollution. 15. Consequences of any past or future change in the location of the South Fork Peachtree Creek, or any dispute arising over the location of the old bed of the South Fork Peachtree Creek, or any variance between the boundary of said land as originally conveyed and the boundary thereof as now used or occupied.
  5. Drainage Easement to DeKalb County, recorded March 27, 1963, in Deed Book 1752, Page 284, DeKalb County, Georgia records.
  6. Permit for Anchors, Guy Poles and Wires to Georgia Power Company, recorded March 30, 1966, in Deed Book 2086, Page 780, DeKalb County, Georgia records.
  7. Permit to Cut or Trim Trees to Georgia Power Company, recorded March 30, 1966, in Deed Book 2086, Page 801, DeKalb County, Georgia records.
  8. Easement to Georgia Power Company, recorded November 15, 1973, in Deed Book 3096, Page 526, DeKalb County, Georgia records.
  9. Sewer Easement to Metro Development Corporation, recorded December 26, 1973, in Deed Book 3113, Page 572, DeKalb County, Georgia records.
  10. Sewer Easement to Noble Vines, Ltd., recorded January 31, 1975, in Deed Book 3289, Page 72, DeKalb County, Georgia records.
  11. Right of Way Deed to DeKalb County, dated November 23, 1976, and recorded in Deed Book 3764, Page 498, DeKalb County, Georgia records.
  12. Easements reserved in Limited Warranty Deed to Clarkston Plantation Company, recorded June 29, 1978, in Deed Book 3833, Page 53, DeKalb County, Georgia records.
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13. Easement and Covenant to Share Costs Agreement recorded May 10, 1982, in Deed Book 4612, Page 466, DeKalb County, Georgia records.
  14. Amendment to Easement and Covenants to Share Costs Agreement, recorded July 2, 1987, in Deed Book 5881, Page 640, aforesaid records.
  15. Declaration of Easements and Covenants to Share Costs, recorded May 10, 1982, in Deed Book 4612, Page 476, DeKalb County, Georgia records.
  16. Amendment to Declaration of Easements and Covenants to Share Costs, recorded July 2, 1987, in Deed Book 5881, Page 627, DeKalb County, Georgia records.
  17. Declaration of Condominium, recorded May 10, 1982, in Deed Book 4612, Page 486, DeKalb County, Georgia records.
  18. First Amendment to Declaration of Condominium, recorded January 10, 1985, in Deed Book 5132, Page 591, DeKalb County, Georgia records.
  19. Second Amendment to Declaration of Condominium, recorded July 2, 1987, in Deed Book 5881, Page 623, DeKalb County, Georgia records.
  20. Easement to Georgia Power Company, recorded June 7, 1983, in Deed Book 4770, Page 160, DeKalb County, Georgia records.
  21. Sewer Easement to DeKalb County, recorded May 29, 1984, in Deed Book 4987, Page 345, DeKalb County, Georgia records.
  22. Grant of Easement to Comcast of Georgia/Virginia, Inc., recorded January 20, 2015, in Deed Book 24748, Page 353, DeKalb County, Georgia records.
  23. Any exceptions to title disclosed by the public records or which would be disclosed by an inspection and/or survey of the Property.
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AFTER RECORDING PLEASE RETURN TO:  
INSUREPROPS, LLC  
4200 NORTHSIDE PKWY NW, BLDG 4 - SUITE 300  
ATLANTA, GA 30327

**After Recording, Return to:**

Parc 1000 Equities LLC  
C/O Shraga F. Schorr  
14 Steuben Lane  
Jackson, NJ 08527

2018193122 DEED BOOK 27279 Pg 693  
  
Filed and Recorded:  
12/4/2018 3:52:02 PM  
Debra DeBerry  
Clerk of Superior Court  
DeKalb County, Georgia  
Real Estate Transfer Tax \$18,800.00

**LIMITED WARRANTY DEED**

STATE OF GEORGIA  
COUNTY OF DEKALB

**THIS INDENTURE**, made this 15<sup>th</sup> day of November, 2018, between **MARQUISE PARC, LLC**, a Delaware limited liability company (herein called "Grantor") and **Parc 1000 Equities LLC**, a Georgia limited liability company, **Schorr Parc 1000 LLC**, and **Schorr Parc 1000 2 LLC**, each a Delaware limited liability company, as tenants in common (collectively, herein called "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 and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit A, attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**.

This Deed and the warranty of title contained herein are made subject to all matters set forth on Exhibit B attached hereto and hereby made a part hereof.

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

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

(Signature Page Follows)

(Signature Page to Limited Warranty Deed)

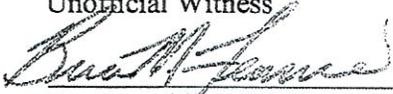
IN WITNESS WHEREOF, Grantor has signed and sealed this deed under seal, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

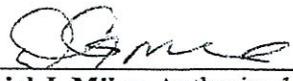
**MARQUISE PARC, LLC,**  
a Delaware limited liability company



Unofficial Witness



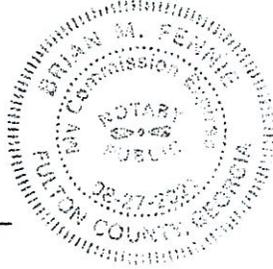
Notary Public

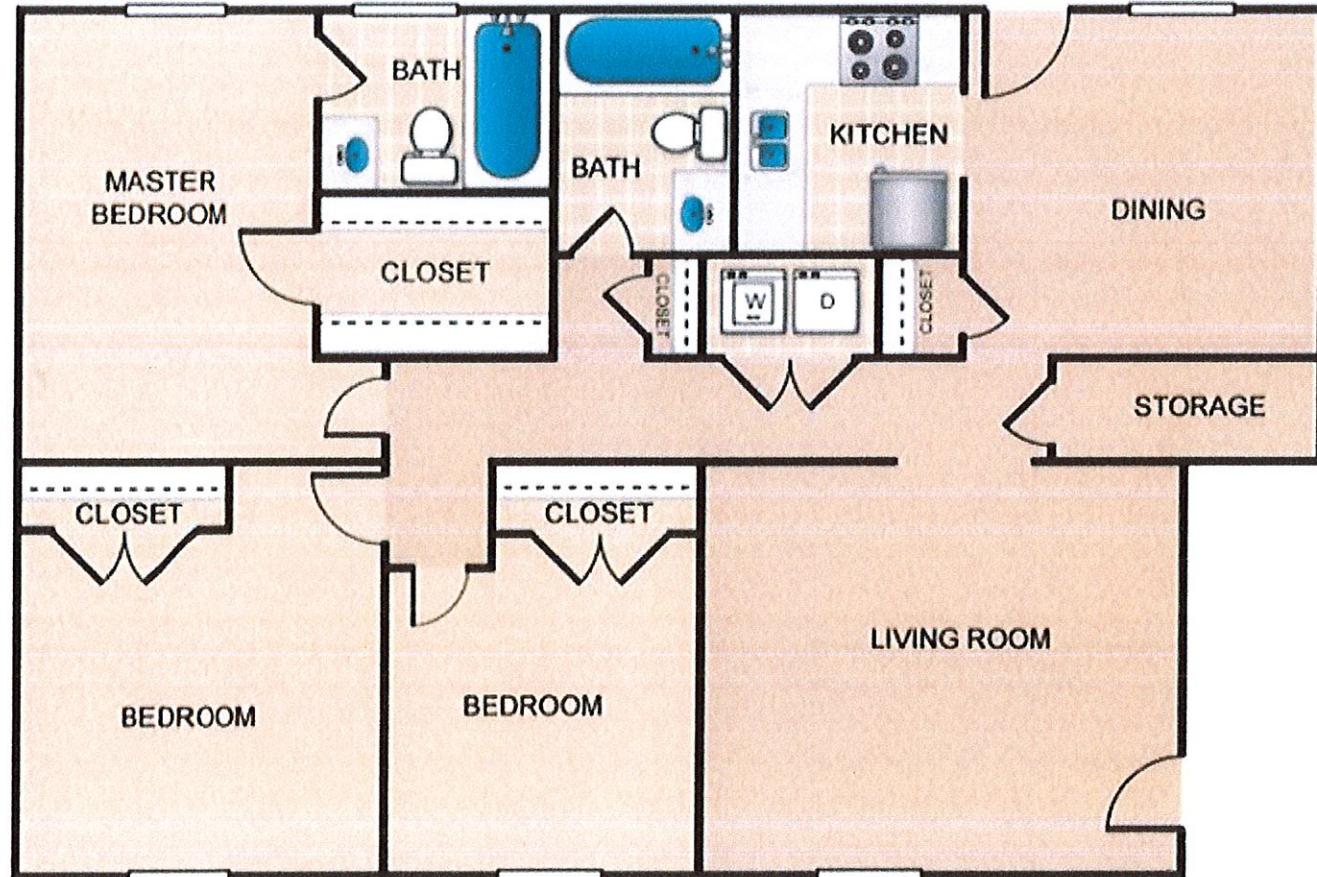
By:  (SEAL)  
**Daniel J. Miles, Authorized Signatory**

(NOTARY SEAL)

My Commission Expires:

8/29/21







### CPACS Map 1000 Montreal Rd Apt 37A



Date Printed: 12/9/2019



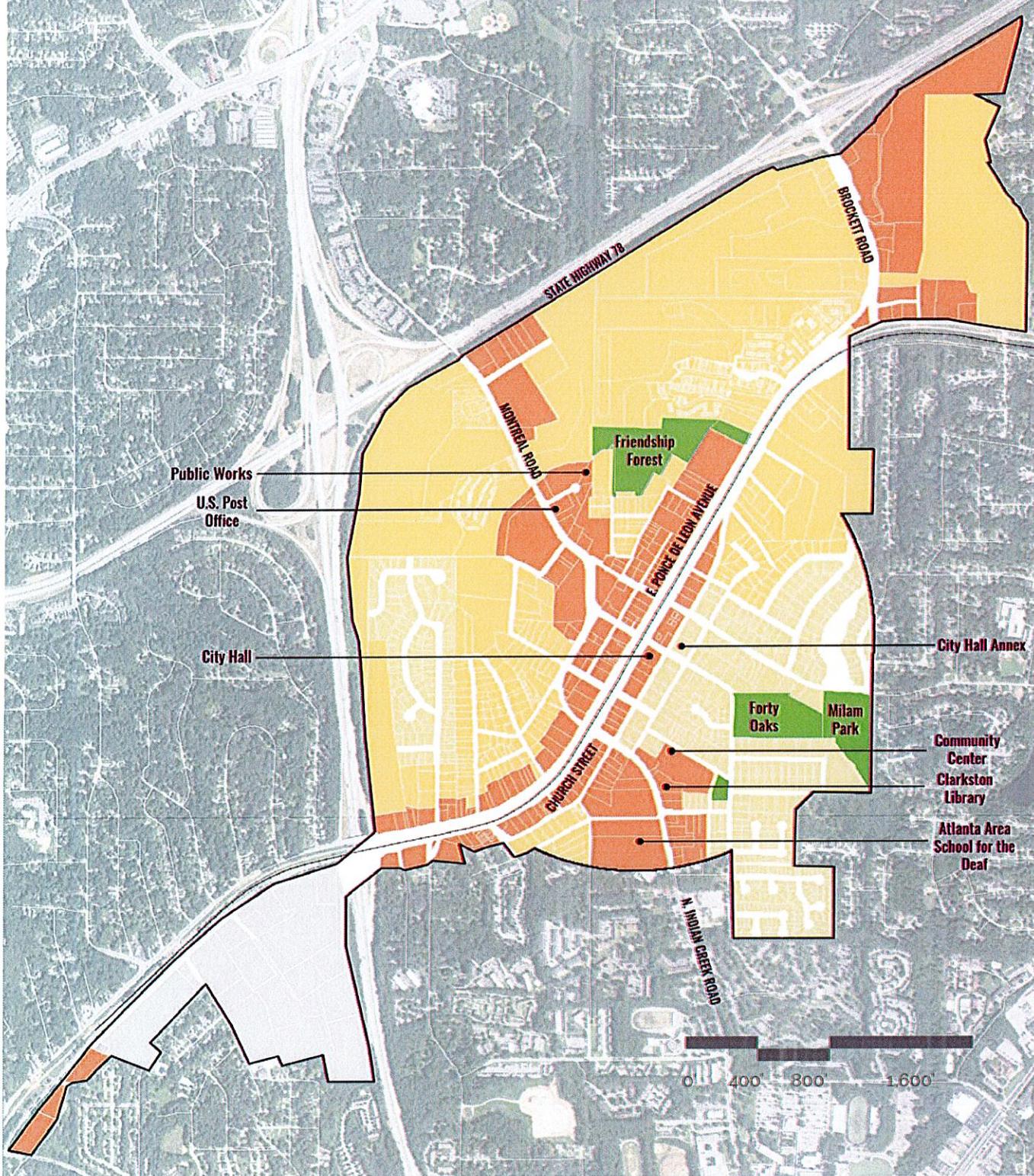
#### DeKalb County GIS Disclaimer

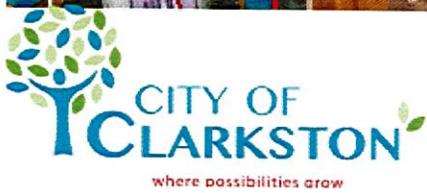
The maps and data, contained on DeKalb County's Geographic Information System (GIS) are subject to constant change. While DeKalb County strives to provide accurate and up-to-date information, the information is provided "as is" without warranty, representation or guarantee of any kind as to the content, sequence, accuracy, timeliness or completeness of any of the database information provided herein. DeKalb County explicitly disclaims all representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DeKalb County be liable for any special, indirect, or consequential damages whatsoever resulting from loss of use, data, or profits, whether in an action of contract, negligence, or other actions, arising out of or in connection with the use of the maps and/or data herein provided. The maps and data are for illustration purposes only and should not be relied upon for any reason. The maps and data are not suitable for site-specific decision-making nor should they be construed or used as a legal description. The areas depicted by maps and data are approximate, and are not necessarily accurate to surveying or engineering standards.

# FUTURE LAND USE //

## Legend

- Mixed-Use
- Traditional Neighborhood Development
- Single Family Home Areas
- Industrial
- Parks/Open Space
- Clarkston City Limits



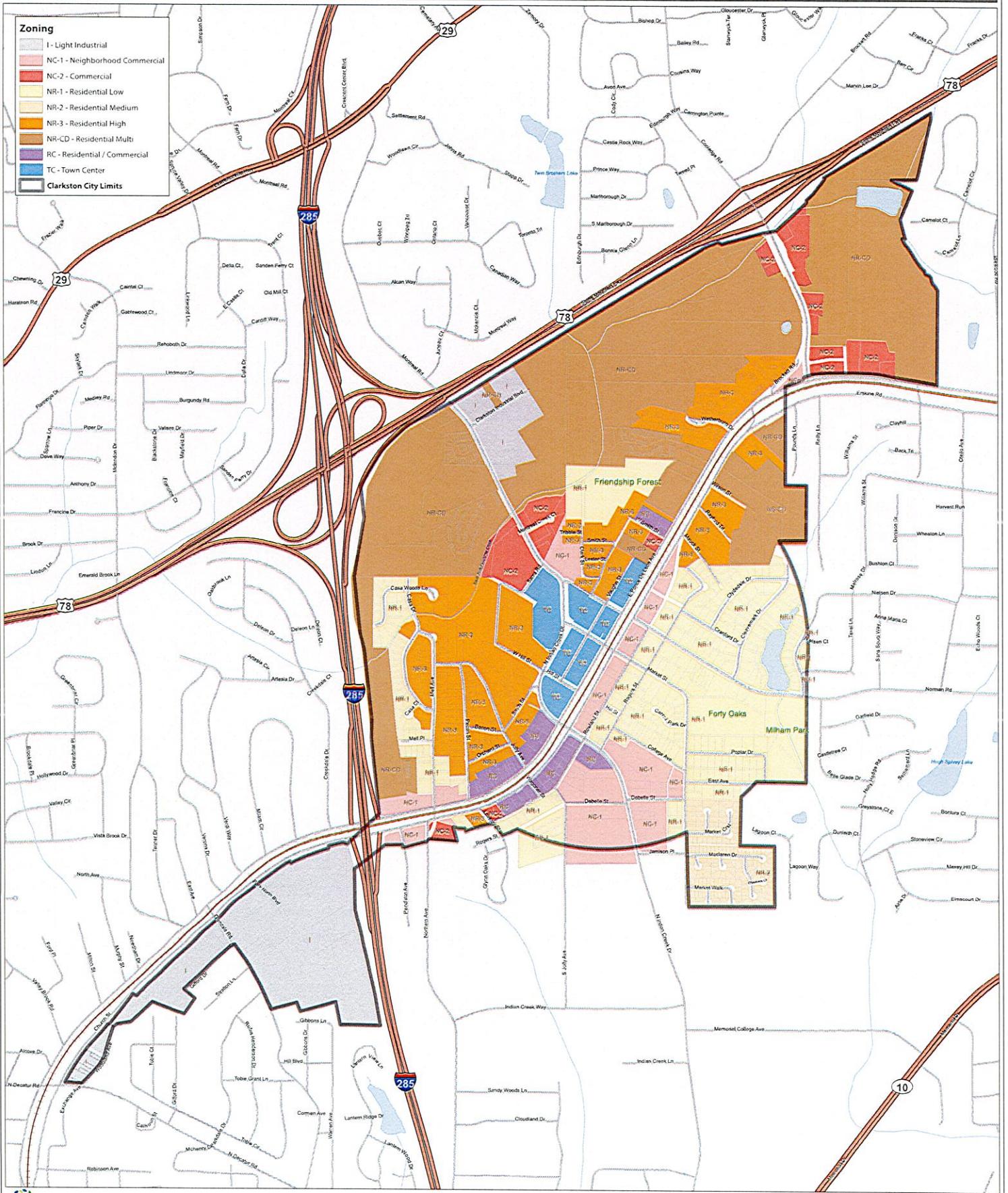


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<https://apps.spatialstream.com/landvision/staging/CurrentBuild/Html/Reporting.html>

# ZONING - CITY OF CLARKSTON, GA

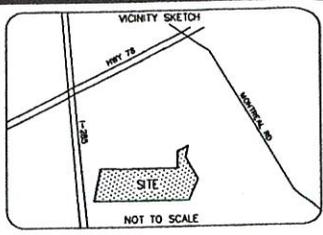
- Zoning**
- I - Light Industrial
  - NC-1 - Neighborhood Commercial
  - NC-2 - Commercial
  - NR-1 - Residential Low
  - NR-2 - Residential Medium
  - NR-3 - Residential High
  - NR-CD - Residential Multi
  - RC - Residential / Commercial
  - TC - Town Center
  - Clarkston City Limits



ADOPTED: January 1, 2016

0 0.125 0.25 0.5 Miles





**FEMA/INFORMATION**  
 FOR REVIEW OF FEMA MAPS (#13082020A, #13082020B, #13082020C, #13082020D)  
 EFFECTIVE DATE 05/03/2018, THIS PARCEL IS IN A FLOOD HAZARD AREA. THE DESIGNATION  
 IS ZONE V1-FLOOD ZONE. A FLOODWAY DELINEATION APPROXIMATELY SCALED AND SHOWN  
 HEREON FOR ABOVE FEMA MAPS.

**PARCEL INFO**  
 Owner: Murphy Parc, LLC & Develco  
 1000 Westwood Pkce, Suite 200, Clarkston, GA 30021  
 Phone: 404-271-1111  
 Fax: 404-271-1112

**AREA SUMMARY**  
 517,736 SQ FT  
 12,545 ACRES

**PARKING**  
 350 REGULAR SPACES  
 4 HANDICAPPED SPACES  
 350 TOTAL SPACES

**ZONING**  
 ZONING REPORT NOT PROVIDED BY CLIENT.

- ENCROACHMENT**
- 1 FENCE ENCROACHMENT
  - 2 FENCE ENCROACHMENT
  - 3 FENCE ENCROACHMENT
  - 4 FENCE ENCROACHMENT
  - 5 FENCE ENCROACHMENT
  - 6 FENCE ENCROACHMENT
  - 7 FENCE ENCROACHMENT
  - 8 FENCE ENCROACHMENT
  - 9 FENCE ENCROACHMENT
  - 10 FENCE ENCROACHMENT
  - 11 PAVEMENT AND PARKING ENCROACHMENT
  - 12 FENCE ENCROACHMENT
  - 13 LIGHT POLE ENCROACHMENT
  - 14 LIGHT POLE ENCROACHMENT
  - 15 LIGHT POLE ENCROACHMENT

**LEGEND OF SYMBOLS**

○ LIGHT POLE	○ CATCH BASIN
○ POLE	○ MANHOLE
○ WATER VALVE	○ CLEANOUT
○ GAS ASSEMBLY	○ TELEPHONE PED
○ WATER METER	○ FIRE HYDRANT
○ ELECTRIC APPARATUS	○ WARD HOLE
○ OVERHEAD LINE	○ HANDICAPPED
○ FENCE LINE	

**NOTE:** ANY ENCROACHMENTS SHOWN ARE BASED ON SURFACE CHECKS. THE SURVEYOR CANNOT GUARANTEE THE LOCATION OF SUB-SURFACE UTILITIES. IF ENCROACHMENTS ARE CRITICAL, THE LINE SHOULD BE EXPLORED AND RECORDED. THIS BOUNDARY CHECK IS ONLY INTENT FOR UNDERGROUND STRUCTURE LOCATION.

**LEGEND OF NOMENCLATURE**

- EXISTING BOUNDARY MONUMENT
- SET BOUNDARY MONUMENT
- CONCRETE MONUMENT
- EXISTING IRON PIPE
- EXISTING IRON REBAR
- /R/ RIGHT OF WAY

MAILED BOOKS, SEALS, AND SCALES, THIS IS A PRELIMINARY PLAT AND NOT FOR RECORDING, SALES, OR CONVEYANCES.

**JONATHAN MURPHY**  
 Professional Land Surveying  
 1000 Westwood Pkce, Suite 200, Clarkston, GA 30021  
 Phone: 404-271-1111 Fax: 404-271-1112  
 Email: jmurphy@murphyland.com

FILE NAME: 1000\_PARC (TRACT II).dwg

**LEGAL**

**TRACT I**  
 ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 87 & 118 OF THE 10th DISTRICT, CITY OF CLARKSTON, DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 TO REACH THE POINT OF BEGINNING COMMENCED AT A NAIL PLACED AT THE INTERSECTION FORMED BY THE NORTHEASTERLY RIGHT-OF-WAY OF SAMS ROAD (24' R/W) AND THE SOUTHWESTERLY RIGHT-OF-WAY OF MONTREAL ROAD (24' R/W); BEING 14.30 FEET SOUTH-59°40' WEST FOR A DISTANCE OF 14.30 FEET TO A POINT; THENCE NORTH 30°25'40" EAST FOR A DISTANCE OF 30.26 FEET TO A POINT; THENCE NORTH 17°29'42" WEST FOR A DISTANCE OF 40.81 FEET TO A POINT; THENCE NORTH 12°25'34" EAST FOR A DISTANCE OF 41.07 FEET TO A POINT; THENCE NORTH 31°07'57" EAST FOR A DISTANCE OF 30.26 FEET TO A POINT; THENCE NORTH 20°25'40" EAST FOR A DISTANCE OF 79.28 FEET TO A POINT; THENCE NORTH 14°54'30" EAST FOR A DISTANCE OF 88.15 FEET TO A POINT; THENCE NORTH 32°23'37" EAST FOR A DISTANCE OF 80.92 FEET TO A POINT; THENCE NORTH 41°24'30" EAST FOR A DISTANCE OF 100.99 FEET TO A POINT; THENCE NORTH 36°54'30" EAST FOR A DISTANCE OF 8.74 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF MONTREAL ROAD (24' R/W); THENCE DEPARTING SAID PEACHTREE CREEK AND PROCEEDING SOUTHWESTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF MONTREAL ROAD (24' R/W) THE FOLLOWING COURSES AND DISTANCES: SOUTH 10°15'27" EAST 80.80 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 95.71 FEET TO A POINT (SAY ARC HAVING A CHORD DISTANCE OF 95.82 FEET ON A BEARING OF SOUTH 37°17" EAST AND A RADIUS OF 21.36 FEET); THENCE SOUTH 50°21" WEST ALONG THE INTERSECTION OF MONTREAL ROAD AND SAMS ROAD A DISTANCE OF 12.50 FEET TO THE NORTHEASTERN RIGHT-OF-WAY OF SAMS ROAD (24' R/W) AND THE POINT OF BEGINNING.

**TRACT II**  
 ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 118 OF THE 10th DISTRICT, CITY OF CLARKSTON, DEKALB COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 OF 817 FEET TO A POINT; THENCE NORTH 30°25'40" WEST FOR A DISTANCE OF 88.15 FEET TO A POINT; THENCE NORTH 17°29'42" WEST FOR A DISTANCE OF 40.81 FEET TO A POINT; THENCE NORTH 12°25'34" EAST FOR A DISTANCE OF 41.07 FEET TO A POINT; THENCE NORTH 31°07'57" EAST FOR A DISTANCE OF 30.26 FEET TO A POINT; THENCE NORTH 20°25'40" EAST FOR A DISTANCE OF 79.28 FEET TO A POINT; THENCE NORTH 14°54'30" EAST FOR A DISTANCE OF 88.15 FEET TO A POINT; THENCE NORTH 32°23'37" EAST FOR A DISTANCE OF 80.92 FEET TO A POINT; THENCE NORTH 41°24'30" EAST FOR A DISTANCE OF 100.99 FEET TO A POINT; THENCE NORTH 36°54'30" EAST FOR A DISTANCE OF 8.74 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF MONTREAL ROAD (24' R/W); THENCE DEPARTING SAID PEACHTREE CREEK AND PROCEEDING SOUTHWESTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF MONTREAL ROAD (24' R/W) THE FOLLOWING COURSES AND DISTANCES: SOUTH 10°15'27" EAST 80.80 FEET TO A POINT; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 95.71 FEET TO A POINT (SAY ARC HAVING A CHORD DISTANCE OF 95.82 FEET ON A BEARING OF SOUTH 37°17" EAST AND A RADIUS OF 21.36 FEET); THENCE SOUTH 50°21" WEST ALONG THE INTERSECTION OF MONTREAL ROAD AND SAMS ROAD A DISTANCE OF 12.50 FEET TO THE NORTHEASTERN RIGHT-OF-WAY OF SAMS ROAD (24' R/W) AND THE POINT OF BEGINNING.

**DECLARATION OF EASEMENTS AND CONVEYANCE TO SHARE COSTS DATED JUNE 18, 1987, FILED MAY 3, 1987, AND BEING RECORDED IN DEED BOOK 3081, PAGE 837, AFD&S RECORDS.**

**TRACT II (EASEMENT PARCELS)**  
 TOGETHER WITH ALL EASEMENTS OVER, UNDER AND ACROSS THAT PROPERTY DESCRIBED AS THE "CONDOMINIUM PROPERTY" WHICH EASEMENTS ARE APPURTENANT TO THE ABOVE DESCRIBED PROPERTY PURSUANT TO THAT CERTAIN DECLARATION OF EASEMENTS AND CONVEYANCE TO SHARE COSTS DATED APRIL 28, 1983, BEING RECORDED IN DEED BOOK 4612, PAGE 848, DEKALB COUNTY, GEORGIA RECORDS, AS AMENDED BY THAT CERTAIN AMENDMENT TO EASEMENTS AND CONVEYANCE TO SHARE COSTS DATED JUNE 18, 1987, AND BEING RECORDED IN DEED BOOK 3081, PAGE 840, AFD&S RECORDS. NOTED: BEING PARCELS 108, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

**DECLARATION OF EASEMENTS AND CONVEYANCE TO SHARE COSTS DATED JUNE 18, 1987, FILED MAY 3, 1987, AND BEING RECORDED IN DEED BOOK 3081, PAGE 837, AFD&S RECORDS.**

**TRACT II (EASEMENT PARCELS)**  
 TOGETHER WITH ALL EASEMENTS OVER, UNDER AND ACROSS THAT PROPERTY DESCRIBED AS THE "CONDOMINIUM PROPERTY" WHICH EASEMENTS ARE APPURTENANT TO THE ABOVE DESCRIBED PROPERTY PURSUANT TO THAT CERTAIN DECLARATION OF EASEMENTS AND CONVEYANCE TO SHARE COSTS DATED APRIL 28, 1983, BEING RECORDED IN DEED BOOK 4612, PAGE 848, DEKALB COUNTY, GEORGIA RECORDS, AS AMENDED BY THAT CERTAIN AMENDMENT TO EASEMENTS AND CONVEYANCE TO SHARE COSTS DATED JUNE 18, 1987, AND BEING RECORDED IN DEED BOOK 3081, PAGE 840, AFD&S RECORDS. NOTED: BEING PARCELS 108, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



**CONDITIONAL USE PERMIT ANALYSIS**

**Report Prepared by:** Shawanna N. Qawiy-Sapp, Planning & Development Director

**Applicant:** Chaiwon Kim, D/B/A Center for Pan Asian Community Services (CPACS)  
 3510 Shallowford Road, NE  
 Atlanta, Georgia 30341  
 770.936.0969  
[yotin@cpacs.org](mailto:yotin@cpacs.org)

**Location:** PARC 1000 Apartments  
 1000 Montreal Road, Apt. 37A  
 Clarkston, Georgia 30021

**Request:** Conditional Use Permit

**Parcel ID(s):** 18 118 01 009

**Proposed Use /Purpose:** An afterschool program, summer programs, and parental support

**Current Land Use:** NR-CD Neighborhood Residential-Community Development

**Sign Posted:** November 21, 2019

**Planning & Zoning Meeting:** December 17, 2019

**City Council Work Session:** -

**City Council Meeting:** January 7, 2019

**Lot Size:**

**Road Access:** Montreal Road

**Adjacent Land Use/Zoning District:**

	<b>Current Zoning</b>	<b>Land Use</b>
<b>North</b>	NR-CD	<b>Multifamily Apartments</b>
<b>East</b>	NR-CD	<b>Multifamily Plantation Condominiums</b>
<b>South</b>	NR-1 NR-3	<b>Single Family Residential City of Clarkston owned property</b>
<b>West</b>	I-285	-

**Conditional Use Criteria; Section 312**

**Criteria Point 1: Whether the conditional use would be injurious to the use and enjoyment of the environment or of other property in the immediate vicinity or diminish and impair property values within the surrounding neighborhood;**

Section 704 –NR-CD-Neighborhood Residential Community Development district is intended for multifamily housing developments with a mixture of housing types single family attached and detached, as well as some limited institutional and personal service uses that would be convenient to nearby residents. With the proposed conditional uses, there are minimum parking requirement for each use, as outlined in *Section 1107: Minimum off-street parking requirements; For Place of assembly 1 space per 3 seats or 1 space per 50 sq. ft. where fixed seats are not provided.* There would not be a significant increase in traffic due to the services being provided are mostly to the students currently residing in the multifamily apartment complex.

The proposed conditional uses would not be injurious to the use and enjoyment of the surrounding land uses that could harm the public's health, safety and welfare of the residents within the vicinity of the proposed conditional uses.

**Criteria Point 2: Whether the proposed conditional use would increase local or state expenditures in relation to cost of servicing or maintaining neighboring properties.**

Staff's position is that an increase in local or state expenditures in relation to costs associated with servicing and maintaining neighboring properties cannot be determined at this time.

**Criteria Point 3: Whether the establishment of the conditional use permit would impede the normal and orderly development of surrounding property uses predominant in the area.**

The current zoning for this location is NR-CD-Neighborhood Residential Community Development. The Clarkston 2040 Comprehensive Plan notes the proposed conditional use land use as a traditional neighborhood district which is designated to nurture traditional neighborhood development patterns and housing types.

**Criteria Point 4: Whether the location and character of the proposed conditional use would be consistent with a desirable pattern of development for the locality in general.**

The proposed conditional use location is a multifamily residential apartment unit. The location and character of the proposed conditional use would be consistent with the desirable pattern of development because it matches the character of the area, by providing limited institutional services.

**Recommendation:**

Staff recommends conditionally approving the conditional use permit request for an afterschool program, summer programs, and parental support with the following conditions;

1. The applicant must make application for a City business license/permit and show documentation that the organization is a bona fide non-profit 501 (c) (3) with hours of operation.
2. The applicant shall not charge a fee nor accept compensation for such services.
3. The applicant must have a life safety inspection conducted by the DeKalb County Fire Marshal's office before a certificate of occupancy is issued.
4. The applicant must comply with all applicable State childcare services and exemption requirements for all programs offered annually.

**Attachments:**

- Conditional Use Permit Application
- Letter of Intent
- Warranty Deed
- Maps
- Site Plan

CITY OF CLARKSTON

ITEM NO: H3

CLARKSTON CITY COUNCIL

HEARING TYPE:  
City Council

BUSINESS AGENDA/ MINUTES

ACTION TYPE:  
Resolution

MEETING DATE: January 7, 2020

SUBJECT: To amend the Clarkston Zoning Ordinance to allow apartments units to be used by non-profit corporations for childcare and/or tutoring as a primary use in the NR-3, NR-CD,RC,NC-1, NC-2 and TC Districts.

DEPARTMENT:  
Planning and Development/City Council

PUBLIC HEARING:  YES  NO

ATTACHMENT:  YES  NO  
Pages:

INFORMATION CONTACT:  
Councilman Jaime Carroll  
P & D Director Shawanna Qawiy  
PHONE NUMBER: 404-296-6489

PURPOSE:

To solicit input on a proposed text amendment to amend the Clarkston Zoning Ordinance to allow apartments units to be used by non-profit corporations for childcare and/or tutoring as a primary use in the NR-3, NR-CD,RC,NC-1, NC-2 and TC Districts.

NEED/ IMPACT:

The goal of the text amendments is to allow apartments units to be used by non-profit corporations for childcare and/or tutoring as a primary use in the NR-3, NR-CD, RC, NC-1, NC-2 and TC Districts.

The NR-3-High Density neighborhood residential district is intended for single family and multifamily residences at a greater density on smaller lots in order to provide for a variety of housing types, including townhomes, cluster homes and condominiums. This district may also serve as a transitional zone between light commercial/office uses and districts reserved for lower density single family uses.

The NR-CD-Neighborhood residential community development district is primarily intended for multifamily housing developments that allows a mix of housing types, including single-family attached and detached structures, as well as some limited institutional and personal service uses that would be convenient to nearby residents.

The RC Residential/Commercial district is intended to allow converted residential structures with commercial uses to co-exist with residential uses. Commercial uses will be limited in order to maintain the current balance and aesthetics in the surrounding areas. Residences converted to office uses acceptable when kept at current scale.

The NC-1-Low Density Neighborhood Commercial district is intended to provide suitable areas for limited retail and personal services serving residents in the immediate vicinity. Uses within this district supply those goods and services which require frequent purchasing with a minimum of customer travel. The scope at which properties are developed within the NC-1 district should reflect their

Text Amendment

Apartment Units- Non-profits- for Childcare/Tutoring NR-3, NR-CD, RC, NC-1, NC-2, TC 2019

relatively small market areas. This zoning district may serve as a step down from more intense commercial uses to residential uses.

The NC-2 Moderate Density neighborhood Commercial zoning district is intended to provide suitable areas for the provision of retail and personal services oriented towards those neighborhoods making up the adjacent community and designed to encourage the formation of compatible and economically healthy business and service uses which benefit from close proximity to each other.

The TC Town Center zoning district promotes development of a compact, pedestrian-oriented, consisting of a high-intensity employment center, vibrant and dynamic mixed-use areas. The district is to promote a diverse mix of residential, business, commercial, office, institutional, cultural and entertainment activities for workers, visitors, and residents; encourage bicycle and pedestrian-oriented development at densities and intensities that will help to support transit usage and town center businesses; promote the health and well-being of residents by encouraging physical activity, alternative transportation, and greater social interaction; create a place that represents a unique, attractive, and memorable destination for visitors and residents; and enhance the community's character through the promotion of high-quality urban design.

**RECOMMENDATION(S):**

**PLANNING AND DEVELOPMENT STAFF:**

Staff recommends;

1. Establishing a maximum number of units in an apartment complex to allow non-profits to operate in apartment without an in-house resident.
2. The City should establish general guidelines for permitting non-profits to operate in apartment units without a resident;
  - a. Insurance requirements ( Applicant)
  - b. Certificate of Occupancy (Local)
  - c. Annual inspections ( Applicant/State requirements)
  - d. Certifications/Permits(State requirements)

**PLANNING AND ZONING BOARD: December 17, 2019**

The Planning and Zoning Board recommended approving the recommendations of the Staff with the additional condition **(e)** One (1) apartment unit allowed for the use of an afterschool/tutoring program per 100 units residentially occupied in an apartment complex.

**AN ORDINANCE TO AMEND THE CITY OF CLARKSTON'S ZONING  
ORDINANCE TO ALLOW APARTMENT UNITS TO BE USED BY NON-PROFIT  
CORPORATIONS FOR CHILDCARE AND/OR TUTORING AS A PRIMARY USE IN  
THE NR-3, NR-CD, RC, NC-1, NC-2 AND TC DISTRICTS.**

**Apartment Childcare or Tutoring**

A unit or units of a multi-family residential building (including apartment, duplex and triplex units) may be used for childcare and/or tutoring services as a primary use of the unit(s), subject to the following conditions:

- 1) only a bona fide non-profit 501(c)(3) corporation may operate a unit for childcare/tutoring as a primary use;
- 2) the non-profit organization operating a childcare/tutoring use shall not charge any fee nor accept any remuneration for such service;
- 3) before commencing the use, the non-profit shall obtain a free permit from the City to operate a childcare/tutoring use as a primary use in a multi-family unit by submitting proof of 501(c)(3) status and designating the unit(s) where such use will take place;
- 4) all apartment childcare/tutoring shall be conducted in compliance with applicable State and County regulations for such programs: including any requirements for adult-to-child ratio, qualifications for caregivers/tutors and any applicable fire and/or life safety regulations; and
- 5) the City of Clarkston disclaims any responsibility to monitor multi-family childcare/tutoring uses on an ongoing basis in any way.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: H4

HEARING TYPE:  
Work Session

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
ADOPT RESOLUTION

MEETING DATE: JAN 7, 2020

**SUBJECT:** Adopt Resolution Requesting the GA General Assembly to Annex Certain Property into Clarkston.

DEPARTMENT: City Administration

PUBLIC HEARING: YES  NO

ATTACHMENT: YES  NO   
Pages:

INFORMATION CONTACT: ROBIN I. GOMEZ,  
PHONE NUMBER: 404-296-6489

**PURPOSE:** The City of Clarkston annexed three areas that enlarged the City's corporate limits back in 2014 and 2015. In March 2019, the City Council held a public meeting to further discuss and obtain public input on future annexation. The City desires to continue the process of annexing certain property identified in Areas 3-10 on the attached map, Exhibit A, and the written boundary lines description of the areas, Exhibit B. To proceed, it is to the City's best interest to adopt a resolution so stating the City's proposed annexation desires and forward the adopted resolution to the DeKalb County Legislative Delegation to introduce local annexation legislation in the Georgia General Assembly. The City has contracted with a firm, LD Square, to assist and lobby for the City's annexation efforts.

**NEED/IMPACT:** Adopt resolution demonstrating the City of Clarkston's desire to annex various areas beneficial to the property owners, residents, and businesses into the corporate limits of the City of Clarkston. Those areas upon annexation would begin to receive City services including police, public works, planning & development, code compliance/enforcement, etc.

**RECOMMENDATION:** Adopt referenced resolution.

**A RESOLUTION BY THE CITY OF CLARKSTON TO REQUEST THAT THE  
GEORGIA GENERAL ASSEMBLY ANNEX CERTAIN PROPERTY INTO THE CITY.**

**WHEREAS**, Georgia Const., Art. III, § 6, Paragraph 1 and O.C.G.A. Title 36, Chapter 36, Article 1A authorize the General Assembly to annex property into a municipality by Local Act; and

**WHEREAS**, the City of Clarkston desires to annex certain property identified as Areas 3-10 on the map attached hereto as Exhibit "A" and the written description attached hereto as Exhibit "B": and

**WHEREAS**, the City recognizes that the proposed annexation area is substantially residential in character and therefore will require referendum approval for the annexation to become effective pursuant to O.C.G.A. § 36-36-16; and

**WHEREAS**, the City of Clarkston has determined that annexation of "Area A" would be beneficial to the property owners, residents and businesses in the annexation area as well as the residents of the City at large.

**NOW, THEREFORE, BE IT RESOLVED BY THE** City Council of the City of Clarkston that the City of Clarkston does hereby respectfully request the DeKalb County Legislative Delegation to introduce local legislation in the General Assembly to annex the area designated herein into the City of Clarkston.

**SO RESOLVED**, this 7<sup>th</sup> day of January, 2020.

**CITY COUNCIL  
CITY OF CLARKSTON, GEORGIA**

\_\_\_\_\_  
Ted Terry, Mayor

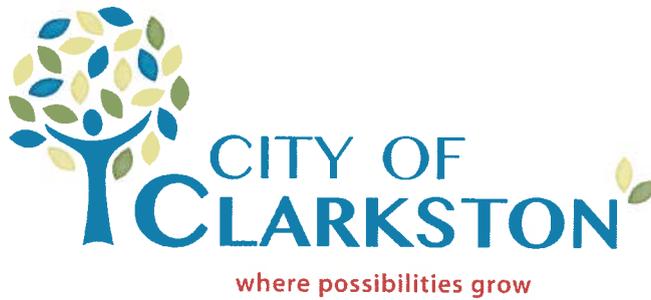
**ATTEST:**

\_\_\_\_\_  
Tracy Ashby, City Clerk

Approved as to Form:

 12-29/19  
\_\_\_\_\_  
Stephen G. Quinn, City Attorney





**Mayor**  
*Ted Terry*

**City Council**

*YT Bell*

*Jamie Carroll*

*Andrea Cervone*

*Awet Eyasu, Vice Mayor*

*Ahmed Hassan*

*Mario Williams*

**City Manager**

Robin I. Gomez

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**Potential future Clarkston City limits, Area Boundaries –  
Please reference City of Clarkston, GA Annexation Study Map:**

1. **Phase 1, Area 1, and Area 2** already annexed into Clarkston
2. **Area 3:** N Indian Creek Rd on the West side of Area 3 down to Memorial Highway, NE on Memorial Highway to Rays Rd, N on Rays Rd to boundary line with Area 6 to City Limit line on West side of Area 3. Area 3 includes GA Piedmont Technical College and GA State University.
3. **Area 4:** I-285 on the West side of Area 4, to Northern boundary of Area 5, East to N Indian Creek Rd, N on Indian Creek Rd to City Southern limit. Area 4 includes Clarkston High School and N Indian Creek Elementary. Mix of multi-family and single family residences.
4. **Area 5:** South of Area 4, West to I-285, South along I-285 to apex of I-285 and Memorial Dr (East side of Exit 41), East/southeast to Memorial Dr and Area 3 – mix of residential and commercial, includes other (East) side of parcels on Memorial Dr
5. **Area 6:** East of current City limit to Rays Rd, residential areas North and South of Norman Rd, North of Area 3, bound by Rays Rd to the East and Ponce de Leon and Erskine Rd to the North – mostly residential, 1 park, and 1 elementary school
6. **Area 7:** West of existing City limit and I-285, US Hwy 78/Stone Mountain Freeway to the North, McLendon Rd to the West, Church St to the South – mostly residential
7. **Area 8:** West of I-285 and South of existing City limit on Church St (to the South), along N Decatur Rd from Church St to I-285 – mostly residential, some commercial, includes 1 park and 1 recreational/library facility
8. **Area 9:** West of I-285 and South of N Decatur Rd (Area 8), Rockbridge Rd SW is the southern boundary, N Clarendon Ave to the East up to N Decatur Rd – mostly residential
9. **Area 10:** West of Area 7, McLendon Rd on the E to US Hwy 78/Stone Mountain Freeway to N DeKalb Mall, to DeKalb Industrial Way on the West, down to N Decatur Road, East to Church St.

CITY OF CLARKSTON

CLARKSTON CITY COUNCIL MEETING

ITEM NO: H5

HEARING TYPE:  
Council Meeting

BUSINESS AGENDA / MINUTES

ACTION TYPE:  
ADOPT AGREEMENT

MEETING DATE: JAN 7, 2020

**SUBJECT:** Adopt 2<sup>ND</sup> Amendment to Waste Management Residential Trash Collection Service Agreement.

DEPARTMENT: City Administration

PUBLIC HEARING: YES  NO

ATTACHMENT: YES  NO   
Pages: 11

INFORMATION CONTACT: ROBIN I. GOMEZ,  
PHONE NUMBER: 404-296-6489

**PURPOSE:** The City of Clarkston negotiated with Waste Management an extension, a 2<sup>nd</sup> amendment, of the original July 26, 2011, Waste & Recycling Collection/Hauling 3 Year Service agreement (1<sup>st</sup> amendment adopted on April 1, 2014, extended the 2011 agreement for a five year term from Jan 1, 2015 to Dec 31, 2019). Waste Management and the City of Clarkston have agreed to the following proposed agreement:

1. A three (3) year agreement from Jan 1, 2020 to Dec 31, 2022.
2. Continues weekly curbside residential units and curbside small commercial entities trash/waste collection.
3. Eliminates all curbside recycling.
4. The annual curbside trash/waste collection rate effective Jan 1, 2010, will be \$10.39 (down from \$15.39) per residence, plus a 3.3% Consumer Price Index (CPI) adjustment, bringing the total monthly cost to \$10.73 or \$128.79 for the 2020 year.
5. An annual CPI adjustment each January 1
6. Either party may terminate the agreement for any or no reason by providing written notice to the other party at least sixty (60) days prior to the effective date of termination.
7. City and Waste Management will work cooperatively to provide for a remote recycling location with containers for all to deposit recycling materials such as plastic, aluminum, and cardboard

It is the City's intent to issue a Request for Proposals (RFP) for curbside trash/recycling services during the 2020 year to ensure highest and best quality services and rates.

Enclosed with this agenda item is a Wall Street Journal article dated Dec 19, 2019, detailing various changes with world-wide recycling markets that have caused significant changes to recycling processes and habits specifically throughout the US, up to and including elimination of curbside recycling services in many US cities and towns due to the high cost and reduced prior foreign demand of recycling materials. Waste Management advised the City that the reason for a proposed \$3/month rate increase would be primarily for the disposal cost of recycling materials that have a very high percentage of contamination (therefore, cannot be recycled). Consequently, we are searching for reasonable recycling alternatives.

**NEED/ IMPACT:** City must provide trash/waste collection services to enhance the public, health, and welfare of its residential and small commercial residents, businesses, and visitors.

**RECOMMENDATIONS:** Council adopt referenced agreement.

SECOND AMENDMENT TO  
SERVICE AGREEMENT BETWEEN  
CITY OF CLARKSTON, GA  
AND  
GEORGIA WASTE SYSTEMS, INC

THIS SECOND AMENDMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, to the Agreement dated July 26, 2011, (the "Agreement") by and between the City of Clarkston, Georgia (the "City"), and Georgia Waste Systems, Inc., a Georgia Corporation (the "Contractor").

WHEREAS, the City is desirous to continue to provide curbside residential trash collection services within the corporate limits of the City of Clarkston; and

WHEREAS, the City and the Contractor desire to extend the term of the Agreement for an additional period of three (3) years;

NOW, THEREFORE, the City and the Contractor agree as follows:

Section 1. Term. The Term of Agreement shall be extended for an additional three (3) years beginning January 1, 2020, and ending December 31, 2022, unless otherwise extended. The parties may extend the Agreement for additional periods of time upon mutual agreement expressed in writing before the end of the then current term.

Section 2. Termination. Either party may terminate the Agreement, for any or no reason, by providing written notice to the other party at least sixty (60) days prior to the effective date of termination.

Section 3. Services. Effective January 1, 2020, Contractor will continue providing only once per week (weekly) curbside residential units and curbside small commercial entities collection; once-per-week (weekly) curbside residential recycling collection will cease. Contractor shall only collect waste from the contents of the Contractor provided cart. If a resident needs more than one cart, the Contractor will provide an additional cart to a resident for the amount of Seven and 39/100 Dollars (\$7.39) per month per additional cart which amount shall be billed directly to the resident. City and Contractor will work cooperatively to provide for a remote recycling location comprising containers for Clarkston residents, businesses, and visitors to

deposit at their own process recycling materials including, but not limited to, plastic, aluminum, and cardboard.

Section 3. Annual Rate. Effective January 1, 2020, annual rate for Residential curbside collection will be \$10.39 per residence, plus the CPI Adjustment.

Section 4. Consumer Price Index (CPI) Adjustment. An annual CPI adjustment shall occur each January 1 for the remainder of the Agreement, beginning January 1, 2020. Said CPI adjustment to be provided to the City by Contractor at least 30 days prior to the adjustment beginning. The adjustment for January 2020 will reflect an increase of 3.3%. For purposes of this Agreement, CPI shall mean Consumer Price Index for Water, Sewer, and Trash CPI, Not Seasonally Adjusted, All Areas, (WST CPI) (published by the Bureau of Labor Statistics, U.S. Department of Labor ("C.P.I.")). The parties shall use the most recently available index showing the CPI adjustment during the preceding twelve months.

Section 5. Modification of Agreement. Except as expressly set forth herein or as necessary to carry out the terms of this Amendment and the Agreement, no amendment of the terms of the Agreement is intended hereby and the Agreement and all its terms and conditions, including, but not limited to CPI adjustments, shall remain in full force and effect.

Section 6. Entirety. This Amendment is hereby incorporated into the Agreement and together therewith they contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**THE CITY OF CLARKSTON, GEORGIA**

ATTEST

\_\_\_\_\_  
Mayor Ted Terry

\_\_\_\_\_  
Tracy Ashby, City Clerk

Approved as to Form:

 1-2-20

Stephen G. Quinn, City Attorney

**GEORGIA WASTE SYSTEMS, INC.**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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# Recycling Rethink: What to Do With Trash Now That China Won't Take It

The trash industry and governments are investing in domestic processing, ramping up alternative strategies such as incineration and rolling out education campaigns. Some are dropping programs altogether.

By *Saabira Chaudhuri*

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For decades, America and much of the developed world threw their used plastic bottles, soda cans and junk mail in one bin. The trash industry then shipped much of that thousands of miles to China, the world's biggest consumer of scrap material, to be sorted and turned into new products.

That changed last year when China banned imports of mixed paper and plastic and heavily restricted other scrap. Beijing said it wants to stimulate domestic garbage collection and end the flow of foreign trash it sees as an environmental and health hazard. Since then, India, Malaysia, Vietnam, Thailand and Indonesia—other popular markets for the West's trash—have implemented their own restrictions.

The moves have caused a seismic shift in how the world deals with its waste. Long used to shipping off trash to poorer countries to sort and process, nations are now faced with the question of what recycling is worth to them. They are undertaking new investments in domestic processing, ramping up alternative strategies such as incineration and rolling out education campaigns to teach homeowners to sort trash. Others are dropping programs altogether.

Recycling is “something that's ingrained in you, and one day it suddenly all goes away,” said Kyle O'Brien, the town manager of Broadway, Va. The town had offered curbside recycling for two decades but canceled the service last year after Beijing started turning away the world's recyclables. The company that processed the materials, van der Linde Recycling, closed its household waste processing facility, blaming the severe drop in prices.

For years, the world's bottles and boxes made their way to China on ships that offered deep discounts to avoid returning empty after dropping off cargo in the U.S. and other countries. Since 1992, China has imported 45% of the world's plastic waste, according to data published last year in the journal *Science Advances*.

"It was a great relationship, where we bought their goods and sent them back the empty boxes," says Brent Bell, vice president of recycling for Houston-based Waste Management, the largest waste management company in the U.S.

Last year, China instituted a ban on 24 categories of waste—including, for example, plastic clamshell containers, soda and shampoo bottles, and junk mail. It said foreign garbage was "provoking a public outcry."

As of October, U.S. scrap exports of plastic to mainland China were down 89% since early 2017, when China began to make clear it would ban many categories, while mixed paper exports were down 96%, according to the Institute of Scrap Recycling Industries.



Processing aluminum at the plant in Flagstaff. PHOTO: DAWN KISH FOR THE WALL STREET JOURNAL

Total U.S. plastic scrap exports to all countries were down 64% in that time period, while mixed paper exports were down 42% according to ISRI.

Cities and towns have been scrambling to find new buyers for their waste ever since. One big problem is that many locations outside cities such as New York are used to putting recycling in a single bin. Different materials must be painstakingly separated before they can be processed. Much paper is too damp and plastic too soiled with food or grease to be recycled at all.

China accepted dirty and mixed recyclables because it had low-wage workers to sort out unwanted material, often by hand. That gave American contractors little incentive to weed out food scraps, plastic bags and nonrecyclable junk stateside.

After China rejected imports, a flood of trash was rerouted to countries such as India, Indonesia and Malaysia. Many of those places now say they are overwhelmed and have imposed their own restrictions on paper or plastic imports. The countries also want to focus on developing their own waste collection industries.

Malaysia in May began sending back 60 containers of imported trash to the U.S. and other countries, complaining it had become a dumping ground for rich countries. The containers were meant to contain plastic scrap but were contaminated with other items such as cables and electronic waste. A government spokeswoman said more containers will be returned as Malaysia ramps up inspections.



A trash container at the port in Selangor, Malaysia, where officials said they would reject imports of scrap contaminated with nonrecyclables. PHOTO: SAMSUL SAID/BLOOMBERG NEWS

Japan, which historically sent most of its plastic exports to China, had been redirecting trash to Malaysia, Thailand and Vietnam after China's ban. But when those countries began turning dirty recycling away, Japanese collectors started stockpiling, in hopes a new market would arise. Over the past year, Japan has amassed 500,000 tons of plastic waste, according to Hiroaki Kaneko, deputy director of recycling at the environment ministry.

Japan, the second-biggest exporter of plastic waste behind the U.S., is trying to stimulate domestic processing by earmarking billions of yen to subsidize plastic recycling machinery for private companies.

Daiei Kankyo Holdings, a recycling company based in Kobe, recently applied for the government subsidies, which are estimated to cover up to half the cost of recycling equipment for a new plant slated to open next year in Osaka. The opening of the plant, where plastic waste will be recycled into cases for transportation of food and other items, has been pushed forward by a couple of years due to China's ban, said Kunihiro Idei, manager of the business strategy division

of the company. The plant will double the company's current capacity to around 30,000 tons a year.



Plastic bottles collected at Tokyo Petbottle Recycle Co. PHOTO: KOJI SASAHARA/ASSOCIATED PRESS

Asei Co., a Japanese plastic waste exporter, moved the production of plastic pellets, which are created during the recycling process and used to produce new products, home from its factory in

Shanghai. It spent 500 million yen, or close to \$5 million, on two new facilities northeast of Tokyo.

**The U.K. is burning more of its trash, including dirty or low-value recycling. Attitudes toward incineration vary greatly by country. In the U.S., where space is plentiful, it has long been cheaper to send materials to landfills, and incineration has remained unpopular. Across much of Europe, by contrast, trash burned for energy has been popular for years.**

Incineration and recycling rates in England are now on par at roughly 42%, according to government data. Waste collected by local authorities sent for incineration climbed to 10.8 million metric tons last year from 10.2 million tons a year earlier, while recycling dropped to 10.9 million tons from 11.3 million tons.

“We are fast moving into a crisis where we don’t have market capacity for the materials collected, and already prices have plummeted,” said Simon Ellin, CEO of the Recycling Association, a U.K. trade body.

London-based waste contractor Paper Round has begun asking customers to stop putting plastic film, which isn’t easily recyclable, into recycling bins dotted around the office buildings, hotels and restaurants it collects from, because buyers don’t want it.

It is holding breakfast seminars for office workers and sending educational emails to staff at the buildings it serves explaining what can and can’t be recycled. It has also warned customers that unless prices for cardboard rise it will start charging for some collections.



A landfill in Flagstaff. PHOTO: DAWN KISH FOR THE WALL STREET JOURNAL

“The China ban has highlighted that we can no longer export our problem,” said managing director Bill Swan. Paper Round’s buyers have much higher standards now, he said, such as checking moisture levels, which can decrease the quality of paper.

In Memphis, Tenn., Republic Services Inc., one of America’s largest waste haulers, last year stopped accepting mixed recycling put in a single bin from

some businesses, saying it was too contaminated.

“When you’re in a buyer’s market—and we are certainly in a buyers market—you can demand higher quality,” said Pete Keller, head of recycling at Phoenix-based Republic.

The move in Memphis prompted the city’s airport to send all its bottles, cans and paper to landfills. For months it left in place recycling bins in case the service returned but recently gave up and removed them.

To improve the quality of what it does still collect, Republic has hired more staff to sort materials and acquired new optical scanners to distinguish between metals, colored paper and different types of plastic. It opened a new facility in Texas earlier this year that uses a variety of technologies to sort material in milliseconds.

Other waste collectors have also made investments, which have driven up costs for customers. Philadelphia is paying \$92 a ton for its recyclables to be collected, up from \$44 a ton before the China ban. Higher costs initially prompted the city to start burning half its recyclables before backtracking after public criticism.

The city is now spending \$500,000 on an advertising campaign it hopes will reduce contamination rates—down to 10% from the current 25%—to secure it a discount on collection costs. “Often the material people put in bins, they don’t know whether it’s recyclable,” said Department of Streets Commissioner Carlton Williams, who counts bowling balls, garden hoses and old toys among examples of contaminants he has seen.



Republic Services' facility in Plano, Texas. PHOTO: JUSTIN CLEMONS FOR THE WALL STREET JOURNAL

This summer, Philadelphia put ads on bus shelters and the radio telling people to “take a minute before you bin it” and “if in doubt throw it out.” The campaign asks residents to stop putting

plastic bags in recycling bins and to rinse food containers. It has also sent staff door-to-door to tell residents what should go in the recycling bin, and has put lids on bins to protect paper from the rain.

The waste contractor in Flagstaff, Ariz., stopped taking five types of plastic, including yogurt tubs and clamshell food containers, because it couldn't sell those types on to processors. Much of that material now goes to landfills.

The city is running appeals on its social-media pages to encourage its roughly 70,000 residents to put only bottles, jugs and jars in recycling bins to comply with the change. “Do you experience confusion when recycling plastic?” asks a video, styled like a commercial for prescription drugs. “If you live in Flagstaff, talk to your doctor about recycling plastic by shape.”

“People love recycling—it’s a very tangible way of living your environmental values—but I don’t think people realize the impact of putting the wrong things in the bin,” said Dylan Lenzen, who works on waste prevention for Flagstaff.

This year, Flagstaff announced workers would begin inspecting residents’ recycling bins, putting “Oops” tags on ones containing materials that shouldn’t be there and refusing to pick them up. A pilot it ran last year showed tags had slashed the number of nonrecyclable items in recycling bins by 40%.

For Elisha Dorfsmith the measure went too far. “It almost feels like public shaming,” said the 42-year-old, who sells used items online for a living. He stopped recycling for months to avoid being humiliated in front of the neighbors and restarted only recently when “it sounded like the recycling police had stopped going around.”

Longtime Flagstaff resident Susan Bassett has been washing empty yogurt tubs and feta cheese containers and storing them under her bed. The 75-year-old Ms. Bassett pays \$25 a box to mail her extra plastics to Cortland, N.Y., where a company turns them into toothbrushes.

For some towns, the finances don't work. Waste collectors in Deltona, Fla., got just \$5 a ton for mixed paper last year, compared with \$120 a ton in 2017, while processing costs stayed flat at \$80 a ton. "With the current state of the recycling market, there is little if any market for the processed collected recyclable materials," City Manager Jane Shang said in January. The next month, Deltona suspended its recycling program.

Kristie Ramirez didn't believe her 12-year-old daughter when she came home from school one afternoon and said Deltona was sending their recycling to a

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Philadelphia launched an ad campaign to educate residents about sorting recycling.

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How much effort or expense are you willing to put into recycling? Join the discussion below.

re still filling and setting out recycling containers, but collectors were dumping it all into the regular trash. The 35-year-old, who called her waste company to check, still puts out her blue



Susan Bassett saves plastics to send to a facility that will recycle them in Cortland, N.Y. PHOTO: DAWN KISH FOR THE WALL STREET JOURNAL

recycling bin on collection days, saying she doesn't know what else to do. "I have always practiced recycling as long as there's a recycling bin that comes with my trash bin," she says.

—*Miho Inada contributed to this article.*

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