

STATE OF GEORGIA  
COUNTY FULTON

**A RESOLUTION TO ACCEPT THE PURCHASE AND SALE AGREEMENT FOR  
PROPERTY LOCATED AT 185 MOUNT VERNON HIGHWAY**

**WHEREAS**, the City has determined it is necessary to construct certain improvements for the City Springs Project (the "Project"); and

**WHEREAS**, in order to construct the Project, fee simple rights are required over, under, and through the property located at 185 Mount Vernon Highway (hereafter, the "**Property**"); and

**WHEREAS**, City Staff has negotiated a Purchase and Sale Agreement (attached hereto as **Exhibit "A"** and incorporated herein by this reference), wherein the City may acquire the Property for the purchase price of \$540,000.00; and

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

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

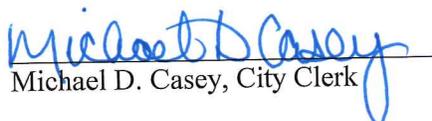
The City Council authorizes the City Manager to accept the Purchase and Sale Agreement to acquire the fee simple rights over, under, and across the property located at 185 Mount Vernon Highway, as more particularly described herein, in order to ensure the timely completion of the Project. The City Manager is hereby authorized to execute any documents in the furtherance of this Resolution, subject to approval by Legal and Finance.

**RESOLVED** this the 5<sup>th</sup> day of April, 2016.

Approved:

  
Russell K. Paul, Mayor

Attest:

  
Michael D. Casey, City Clerk

(Seal)



**EXHIBIT "A"**

185 Mount Vernon Highway Purchase and Sale Agreement

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the Effective Date specified below, by and between **ROBERT NOORIEL** (hereinafter called "Seller"); and **CITY OF SANDY SPRINGS**, a municipal corporation organized and existing under the laws of the State of Georgia, (hereinafter called "Purchaser").

### WITNESSETH:

1. Purchaser hereby agrees to purchase and take from Seller, subject to and in accordance with all of the terms and conditions of this Agreement, the following property:

That certain parcel of land known as Tax Parcels: 17-0089-0006-031-7 in Sandy Springs, Fulton County, Georgia land lying and being in Land Lot 89, of the 17th District, of Fulton County and as more particularly described as set forth Exhibit A (the "Property") being commonly known by the current system of address numbering in the City of Sandy Springs as 185 Mount Vernon Highway.

2. Purchase Price, Method of Payment.

(a) Purchase Price of Property. The purchase price for the Property, hereinafter called the "Purchase Price," shall be **FIVE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$540,000.00)**. The Purchase Price, subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller on the Closing Date.

(b) Option Payment for Due Diligence Period. In consideration of Seller granting Purchaser the option to terminate, Purchaser has paid Seller \$10.00 in nonrefundable option money, the receipt and sufficiency of which is hereby acknowledged.

3. Title.

(a) Warranty of Title. Seller warrants that, as of the Effective Date, Seller owns Good and Marketable Fee Simple Title to the Property. At Closing, Seller shall convey good and marketable title to said Property by warranty deed, in proper form for recording, subject only to (1) zoning; (2) general utility, sewer, and drainage easements of record as of Closing and upon which the improvements do not encroach; (3) declarations of condominium and declarations of covenants, conditions and restrictions of record as of Closing. Seller warrants that on the Closing Date as herein defined, the Property is unencumbered by any leases and there is no tenant in possession. In the event the Seller should be unable to convey the Property at Closing to Purchaser with the quality of title required by this section, Seller shall notify Purchaser in writing of any deficiencies, and Purchaser may either take such title as Seller can give, or Purchaser may terminate this Agreement, in which event this Agreement shall become null and void, and, except as otherwise provided herein, neither Purchaser nor Seller shall have any further liability or obligations to the other hereunder.

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

Exceptions” means all zoning and land use laws, codes and regulations, liens, easements, encumbrances, leases and other restrictions of public record affecting Seller’s Good and Marketable Fee Simple Title to the Property on the Effective Date, but including matters of survey.

(c) Title Objections. Purchaser shall have thirty (30) days following the Effective Date to conduct an examination of the condition of Seller’s title to the Property (including matters of survey), and to deliver to the Seller written notice of any objections by the Purchaser to the condition of the Seller’s title.

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

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

(f) Purchaser’s Termination Right. If Seller fails to attempt or is unable to cure all of the Purchaser’s valid objections to the condition of the Seller’s title hereunder, or if the Seller fails to remove all such objections, if any, which the Seller has agreed to attempt to cure within the time allowed herein, then at the option of the Purchaser, to be exercised by the Purchaser within ten (10) days after the last date on which the Seller may elect to attempt to remove such title objections, if no such election is received, or, if Seller elects to attempt to cure or satisfy some or all of such objections, then within ten (10) days after the last date on which the Seller may provide evidence that all such objections have been cured and satisfied, Purchaser may, in Purchaser’s sole discretion: (1) waive all of Purchaser's unsatisfied objections (other than Monetary Encumbrances) and purchase the Property, in which case, all remaining Existing Title Exceptions other than Monetary Encumbrances shall become Permitted Exceptions; or (2) terminate this Agreement by written notice to the Seller, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other.

(g) Changes in Condition of Seller’s Title after the Effective Date. Seller agrees and covenants with the Purchaser that, from and after the Effective Date, Seller will not take any action or allow any condition to exist which will adversely affect the condition of the Seller’s title on the Effective Date. However, notwithstanding **Subsection (f)** hereof, in the event that, after the county record date of the Purchaser’s examination of title or title commitment and before

Closing, Purchaser discovers any adverse change in the condition of Seller's title (other than Monetary Encumbrances) which did not first appear of record until after the Effective Date of this Agreement, Purchaser shall have the additional right to object to such new matters at any time prior to the Closing; and, in the event of such objections, Seller shall have thirty (30) days within which to cure all such objections. If Seller should fail to cure all such new objections within such 30-day period, Purchaser shall have the right to elect within 10 days following the end of such 30-day period between the actions described in **Paragraphs (1) and (2) of Subsection (f)** hereof. If the Purchaser elects to Close notwithstanding such objections, all title restrictions of record on the Closing Date (other than Monetary Encumbrances) shall become Permitted Exceptions.

(h) **Failure to Deliver Written Election.** If the Purchaser should fail to make a timely election by delivery of written notice to the Seller between the waiver and termination alternatives of **Paragraphs (1) and (2) of Subsections (f) and (g)** hereof, Purchaser shall be conclusively deemed to have elected to terminate this Agreement.

#### 4. Purchaser's Inspection and Other Due Diligence.

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

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

(c) **Purchaser's Right to Terminate.** In the event that Purchaser's inspection and investigation of the Property results in a determination by the Purchaser that the Property is unsatisfactory for Purchaser's intended uses or is otherwise unsuitable or unacceptable in any respect, the Purchaser may terminate this Agreement by delivery to the Seller of written notice of termination on or before close of business (5:00 p.m. local time) thirty days after acceptance of this Purchase and Sale Agreement. The period beginning on the Effective Date and ending on the earlier of: (1) the date the Purchaser delivers written notice to the Seller that the Purchaser waives all rights to terminate this Agreement pursuant to this Subsection, or (2) thirty days after acceptance of this Purchase and Sale Agreement (sometimes referred to herein as the "Free Look Period"). Upon receipt of a timely notice of termination, except as otherwise provided by this Agreement, neither Purchaser nor Seller shall have any further liability or obligations to the other. If the Purchaser does not deliver such written notice of termination on or before such date, Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this **Section 4**, and such right shall expire, become null and void and shall have no further force or effect. Except in the case of an express written waiver, nothing herein shall be deemed, however, to result in a waiver of any other express right or option of the Purchaser to terminate this Agreement, including the Purchaser's right to terminate under Section 3. (Title), or the Environmental Condition, which shall be conditions separate from the Purchaser's termination right hereunder.

(d) **Inspections at Purchaser's Risk and Expense.** All inspections and testing of the Property by Purchaser and its agents shall be performed at the sole cost and risk of the Purchaser. If this Agreement is terminated, Purchaser shall promptly return to Seller all information that exists

in any form or media regarding the Property provided by or on behalf of Seller, together with copies, at no cost to Seller, of all title, surveys, engineering, traffic, environmental, soils and other reports and studies obtained by Purchaser through its investigation of the Property assigned to Seller, if possible.

(e) **Invasive Testing.** Seller authorizes Purchaser to conduct environmental testing on the Property as determined appropriate by the Purchaser subject to the terms of Inspections set forth in this Agreement.

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

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

(1) **Initial Closing Date.** Subject to the rights of the Purchaser and the Seller to defer the Closing Date by exercising their respective extension rights as set forth in this Agreement, the Closing shall take place on or before May 2, 2016, at a time and on a date specified by the Purchaser after at least five (5) business days prior written notice to Seller (or if no such notice has been received, on May 2, 2016 at 1:00 p.m. local time)(the "Initial Closing Date") at City Hall, 7840 Roswell Road, Sandy Springs, Georgia 30350; or at the law office of the closing attorney, as elected by Purchaser within 15 miles of the City of Sandy Springs.

(2) **Purchaser's Right to Extend.** Should Purchaser, in Purchaser's sole discretion, desire to extend the Closing Date by up to an additional thirty (30) days, Purchaser may obtain such extension upon delivery of written notice of such 30-day extension to Seller before the end of the Free Look Period.

(b) **Closing Documents.** On the Closing Date:

(1) **Seller Deliveries.** Seller shall deliver to Purchaser the following documents and instruments, all in a standard form and substance reasonably satisfactory to legal counsel for the Purchaser and Seller, duly executed by or on behalf of Seller (where applicable under oath or in proper legal form for recording): (i) a warranty deed conveying Seller's Good and Marketable Fee Simple Title to the Property to the Purchaser, subject only to Permitted Exceptions; (ii) any curative documents which the Seller may agree to furnish in connection with the Closing pursuant to **Section 3** hereof; (iii) a Sellers' affidavit of ownership with respect to the Property, qualified to the knowledge of Seller and providing that nothing contained therein shall in any way enlarge or otherwise modify the warranty of title given in the deed of conveyance at Closing; a tenant estoppel certificate satisfactory to Purchaser that the Property is unencumbered by any leases or tenants in possession; and (v) such tax certifications, affidavits of authority and residency, and other customary closing documents as reasonably requested.

(2) **Purchaser Deliveries.** Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement, and shall also execute and deliver other customary closing documents as reasonably requested..

(3) **Closing Memorandum.** Purchaser and Seller shall execute and deliver a settlement statement, HUD-1 Form or closing memorandum disclosing the prorations, adjustments, funds paid and received by and to all parties at the Closing in reasonable detail, together with such

other information concerning the Closing as the closing attorney should reasonably consider necessary and proper to properly and accurately document the Closing.

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

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

(2) Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date. All such prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effective at Closing, except as otherwise provided and as further specified herein.

(d) Costs of Closing. At Closing:

(1) the Seller shall pay: (i) the fees of the Seller's attorney and any other advisors, (ii) the cost of satisfying all Monetary Encumbrances and removing the same from the public records, (iii) the cost of preparing and filing any curative documents which the Purchaser may agree to deliver pursuant to **Section 3**. Hereof, and (iv) any other costs which the Seller may expressly agree to pay pursuant to this Agreement, but no other charges;

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

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

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

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

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

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

(e) On the Closing Date, Seller warrants that the Property will not be encumbered by any leases, and that there will be no Tenants in possession of the Property;

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

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

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

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

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

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

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

12. Brokerage Commission; Disclosure.

Seller and Purchaser hereby represent and warrant to the other that he/she/they have not dealt with any real estate Broker, agent or salesperson so as to create any legal right or claim in any such Broker, agent or salesperson for a commission or similar fee or compensation with respect to the negotiation and/or consummation of this Contract. Purchaser and Seller acknowledge that

they are not represented by a Broker unless they have signed a brokerage agreement with said Broker. Each party acknowledges full responsibility for protecting his/ her/their own interests.

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

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

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

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

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

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

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

Seller: Mr. Roben Nooriel  
140 Marsh Glen Point  
Sandy Springs, GA 30328

With a copy to: N/A

Purchaser: City of Sandy Springs, Georgia  
Attn: John McDonough, City Manager  
7840 Roswell Road  
Sandy Springs, Georgia 30350

With a copy to: Wendell K. Willard and Cecil G. McLendon, Jr.  
City of Sandy Springs, Georgia  
7840 Roswell Road  
Sandy Springs, Georgia 30350-

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

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

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

(a) Environmental Condition. Seller acknowledges that Purchaser's obligation to close the purchase the Property shall be conditioned upon the receipt of a Phase I and, if recommended by the Purchaser's environmental engineer or consultant, a Phase II environmental assessment of the Property with the scope and specific tests recommended by the Purchaser's environmental engineer or consultant. All such environmental testing shall be at the Purchaser's sole cost and risk. Purchaser shall order any applicable Phase II testing before the end of the Free Look Period. In the event that; (1) any Phase II testing has been ordered within the time provided herein, but the report with the results of such tests has not been completed and received by the Purchaser before the end of the Free Look Period, and (2) if the Purchaser elects, in Purchaser's discretion, to extend the Closing to the Seller Extended Closing Date, as permitted by **Paragraph 5(a)(2)** hereof, and (3) if, after the results of such Phase II testing reveals contamination of the improvements, soil or groundwater of the Property at levels which are reasonably unacceptable to the Purchaser, the Purchaser may terminate this Agreement by delivery of written notice of termination to the Seller within ten (10) days after the delivery of the such Phase II environmental report to the Purchaser, but not later than Thirty days after acceptance of this Purchase and Sale Agreement in any event, in which case this Agreement shall terminate, and neither party shall have any further obligation or liability to the other, except as otherwise specifically provided by this Agreement. If the Purchaser has not delivered Purchaser's notice of termination to the Seller within the time provided herein, the Purchaser's right to terminate the Agreement pursuant to this **Subsection (a)** of this Stipulation shall expire

23. Time for Acceptance. This Agreement shall be regarded as an offer made by the Purchaser to the Seller on FEBRUARY 8, 2016, and is open for acceptance by the Purchaser on or before 5:00 p.m. Eastern Daylight Savings Time on MARCH 8, 2016 ("Acceptance Date"). The only manner of acceptance binding upon the Seller shall be the execution of this Agreement by the Purchaser and receipt by the Seller of one fully executed copy not later than 5:00 p.m. on the Acceptance Date. The actual date of the receipt by the Seller of a fully executed copy of this Agreement is sometimes referred to herein as the "Effective Date." The Seller shall confirm the Effective Date by entering the date of receipt in the space provided below and returning one copy to the Purchaser.

24. Ratification by City of Sandy Springs. The approval and enforceability of this Agreement shall be subject to the Approval of the Agreement by the Mayor and Council of the City of Sandy Springs, Georgia. Should the Mayor and Council fail to approve this Agreement, the Agreement shall become void. The Purchaser shall place the approval of the Agreement before the Mayor and Council of the City of Sandy Springs on MARCH 15, 2016.

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SIGNATURES BEGIN ON THE FOLLOWING PAGE.]**

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

**SELLER:**

By:  3/2/16  
Robert Nooriel  
Roben Nooriel

Seller confirms that the Effective Date of this Agreement is 3/2/16, 2016. 16 R.N.  
Initial here

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**PURCHASER'S ACCEPTANCE:**

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

Acceptance Date: 3/4/ 2016

By: John McDonough  
John McDonough  
Its: City Manager



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 89, 17<sup>TH</sup> DISTRICT, FULTON COUNTY, GEORGIA, BEING LOT 21 AND PART OF LOT 20, SUBDIVISION OF E.S. MILDERBRAND PROPERTY, ACCORDING TO THE PLAT OF SURVEY MADE BY C.R. HUGHS, C.E., DATED MARCH, 1925, AND RECORDED IN PLAT BOOK 11, PAGES 44 & 45, FULTON COUNTY RECORDS AND SAID PROPERTY IS ALSO SHOWN AND DELINEATED ON THE PLAT OF SURVEY MADE BY BRACEWELL, SHIREY AND NELSON, REGISTERED ENGINEERS ON MARCH 8, 1955, A COPY OF WHICH IS ON FILE IN THE OFFICE OF ALEX MCLENNAN, ATTORNEY, ATLANTA, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON PIN ON THE SOUTHERLY SIDE OF MT. VERNON HIGHWAY (FORMERLY KNOWN AS POWERS FERRY ROAD) 500 FEET SOUTHWESTERLY FROM THE SOUTHWEST CORNER OF THE INTERSECTION OF MT. VERNON HIGHWAY AND ROSWELL ROAD, RUNNING THENCE IN A SOUTHERLY DIRECTION 163.9 FEET TO AN IRON PIN; RUNNING THENCE WEST 65 FEET TO AN IRON PIN; RUNNING THENCE NORTHERLY 163.1 FEET TO AN IRON PIN ON THE SOUTHERLY SIDE OF MT. VERNON HIGHWAY; RUNNING THENCE EASTERLY ALONG THE SOUTHERLY SIDE OF MT. VERNON HIGHWAY 50.2 FEET TO THE IRON PIN AT THE POINT OF BEGINNING (THIS DISTANCE WAS REFERRED TO AS BEING ONLY 50 FEET IN PREVIOUS CONVEYANCE, BUT BY ACTUAL SURVEY MADE ON MARCH 8, 1955, AS SHOWN ABOVE, THE SAME WAS FOUND TO BE 50.2 FEET); AND BEING IMPROVED PROPERTY KNOWN AS 185 MOUNT VERNON HIGHWAY, FULTON COUNTY, GEORGIA.