SANDY SPRINGS
GEORGIA

TO: Mayor and Council
FROM: Cecil G. McLendon, Jr.
DATE: November 30, 2012
ITEM: Purchase and Closing of 150 Hilderbrand Ave., Sandy Springs, Ga.

Background:

Following executive session on October 2, 2012, the Mayor and Council authorized the City Manager to move forward with the purchase of certain property located at 150 Hilderbrand Ave., Sandy Springs, Georgia for Two Hundred Fifteen Thousand and 00/100 Dollars ($215,000.00). The Property had been advertised for sale for the sum of Two Hundred Twenty Nine Thousand and 00/100 Dollars ($229,000.00). Accordingly, the City moved forward on the purchase of the property and now that the transaction has been completed at the authorized Two Hundred Fifteen Thousand and 00/100 Dollars ($215,000.00), this report is being made to the Mayor and Council.

Discussion:

Attached hereto is a copy of the following documents:

1. Purchase and Sale Agreement dated October 3, 2012;
2. Settlement Statement dated November 8, 2012; and
3. Executor's Deed of Assent dated November 8, 2012 (the original has been sent to Fulton County Deed Records for recording);

City Attorney

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Agreement") is made and entered into as of the 30th day of October 2012, by and between Mary K. Bell, (hereinafter called "Seller"); and the City of Sandy Springs, Georgia, a municipal corporation, (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 know as 150 Hilderbrand Ave., Sandy Springs, Georgia 30328, according to the current system of numbering 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 attached hereto, with such improvements as are located thereon, together with all lighting fixtures, attached thereto, all electrical, mechanical, plumbing, air conditioning, and any other systems or fixtures as are attached thereto, and all plants, trees and shrubbery now a part of the property (herein referred to as the "Property").

2. Purchase Price, Method of Payment. The purchase price for the Property, hereinafter called the "Purchase Price," shall be **Two Hundred Fifteen Thousand and 00/100 Dollars ($215,000.00)**. The Purchase Price, after crediting the Earnest Money, and subject to the prorations and adjustments hereinafter described, shall be paid by Purchaser to Seller by wire transfer to an account designated by Seller or other payment medium acceptable to Seller on the Closing Date.

3. Access and Inspection. Between the date of the execution of this Agreement and the Closing Date, Purchaser shall have the right to enter into the Property and the premises thereon for the purpose of conducting such inspections as are contemplated pursuant to this Agreement.

4. Earnest Money. Prior to or contemporaneously with Purchaser's exercise of the Purchase Option, Purchaser shall pay to Seller the sum of One Thousand and 00/100 Dollars ($1,000.00) as an earnest money deposit in addition to the Purchase Option Funds. All earnest money deposits provided in this Paragraph 5 are herein called the "Earnest Money". On the Closing Date, the Earnest Money and any interest earned thereon shall be applied as part payment of the Purchase Price, in accordance with Paragraph 2 hereof. The Earnest Money shall otherwise be held and disbursed in accordance with the terms and provisions of this Agreement. All interest accruing on the Earnest Money shall in all events be the sole property of Seller.

5. Closing. Subject to the terms if this Agreement, the closing of the purchase and sale of the Property, hereinafter called "Closing," shall be on or before November 30, 2012 at the law offices of closing Attorney as chosen by Purchaser.

6. 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:

(a) 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 as of the Closing Date. In the event the Taxes for such year are not determinable at the time of Closing, said Taxes shall be prorated as of the Closing Date, based upon the Property's share of the undivided interest in the common elements as defined in the Declaration, and the parties shall re-prorate the Taxes for such year promptly upon the receipt of the tax bills for such year and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount of the Taxes used as a basis for the proration at Closing and the actual amount of the Taxes for such year. In the event any of the Taxes are due and payable at the time of Closing, the same shall be paid at Closing. If the Taxes are not paid at Closing, Seller shall deliver to Purchaser the bills for the Taxes promptly upon the receipt thereof and Purchaser shall thereupon be responsible for the payment in full of the Taxes within the time fixed for payment thereof and before the same shall become delinquent.

(b) 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 prorations and adjustments to be made in conjunction with the Closing shall be made as of the Closing Date and shall be effected at Closing, except as otherwise provided and as further specified herein.

7. Title.

(a) For the purposes of this Agreement, "good and marketable fee simple title" shall mean such title as is insurable by a title insurance company licensed to do business in Georgia, under its standard 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; (iii) all, if any, easements, rights-of-way and other encumbrances such as encroachment agreements (excluding, however, any liens, security deeds or other financing instruments), and survey matters resulting from construction or completion of the Improvements in accordance with the Plans and Specifications created by Seller prior to or after the execution and delivery of this Agreement which are reasonably necessary or desirable to facilitate construction of the Improvements or are required by any governmental authority or public utility company with respect thereto; (iv) the Declaration; and (v) all matters, if any, waived by Purchaser.

(b) Title Objections. Within thirty (30) days following the execution of this Agreement by all parties, Purchaser shall present Seller with any objections to free and clear title on the Property.

(c) Seller shall have until ten (10) days from the date of Purchaser's initial notice of objections in which to review such notice and, if Seller elects, in which to give Purchaser notice

of any objections specified therein which Seller does not intend to attempt to cure or otherwise satisfy. If Seller gives Purchaser such notice with respect to any objection specified in Purchaser's initial notice of title objections, then Purchaser shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice to Seller within ten (10) days after Seller's notice, in which event the Earnest Money shall promptly be refunded to Purchaser and all further rights and obligations of the Parties hereunder shall terminate (provided, however, that Seller shall retain One Hundred Dollars ($100.00) of the Earnest Money as full and adequate consideration to Seller for this Agreement).

8. Proceedings at Closing. On the Closing Date, the Closing shall take place as follows:

(a) Seller shall deliver to Purchaser the following documents and instruments, all in form and substance reasonably satisfactory to Purchaser and Seller, duly executed by or on behalf of Seller: (i) a limited warranty deed conveying the Project; (ii) a Sellers' affidavit 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 limited warranty of title given in the deed of conveyance at Closing; and (iii) a legal affidavit from an authorized agent of the Seller as general contractor stating that all labor, materials, fixtures, suppliers, rental equipment, etc. used in making Improvements to the Property have been paid the agreed price in full or the reasonable value thereof or have been waived in writing by the lien claimant.

(b) Purchaser shall pay the Purchase Price to Seller in accordance with the provisions of this Agreement.

9. Costs of Closing. Seller shall pay the State of Georgia Realty Transfer Tax payable on the transfer of the Property and the Improvements. Purchaser shall pay all recording costs, the cost of all surveys contemplated herein, the premium for any owner's policy of title insurance issued in favor of Purchaser insuring Purchaser's title to the Property, and Purchaser's attorneys' fees. All other costs and expenses of the transaction contemplated hereby shall be borne by the Purchaser. Purchaser shall pay all costs associated with procuring any loans or mortgages on the property.

10. Warranties, Representations. Seller represents, warrants and covenants that:

(a) Seller shall have, at closing, good and marketable fee simple title to the Property, and Seller has the lawful right, power, authority and capacity to sell the Property in accordance with the terms, provisions and conditions of this Agreement;

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

(c) Seller has not received any notice of pending or threatened claims, condemnations, planned public improvements, annexation, special assessments, rezoning 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 or if Seller is indebted to such entity, Seller will save and defend Purchaser from any and all claims relating thereto, and will discharge the lien at Closing in a manner satisfactory to the Purchaser's title insurance company.

(e) 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 date hereof and the Closing Date.

(f) Seller warrants to the Purchaser that no hazardous substances are known to exist on the Property.

11. Possession at Closing. Seller shall surrender possession of the Property to Purchaser on the Closing Date.

12. Remedies.

(a) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Purchaser under this Agreement, Seller shall retain escrow money as full satisfaction and accord of any claims against Purchaser.

(b) If the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and conditions of this Agreement due to circumstances or conditions which constitute a breach or default by Seller under this Agreement, Purchaser may exercise the following rights and remedies: (i) in the event of any default by Seller, Purchaser shall have the right to terminate this Agreement, the Earnest Money shall be promptly refunded to Purchaser and all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void; or (ii) Purchaser shall have the right to sue Seller for specific performance of this Agreement; or (iii) if, and only if, Seller's default is a bad faith refusal by Seller to convey the Property to Purchaser as required by Paragraph 9(a) of this Agreement, then Purchaser shall have the right to sue Seller for specific performance of this Agreement, or Purchaser shall have the right to sue Seller for monetary damages. The inability of Seller to convey good and marketable fee simple title to the Property on the Closing Date shall not constitute a default by Seller under this subparagraph 14(b)(iii) of this Agreement unless such defect arises by reason of an affirmative act or omission to act of Seller.

13. Damage or Destruction. If any portion of the Improvements is damaged or destroyed by casualty prior to Closing, Seller shall promptly commence and diligently prosecute to completion the repair of such damage, and the final Closing Date hereunder shall be extended by the number of days reasonably required to repair such damage. If any portion of the Improvements is damaged or destroyed by casualty prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any insurance proceeds actually received by Seller with respect to such casualty and not expended by Seller prior to Closing for the repair or restoration of the Improvements; and (ii) at Closing, Seller shall assign to Purchaser all rights of Seller in and to any insurance proceeds payable thereafter by reason of such casualty.

14. Condemnation. If all or any material part of the Project is taken by eminent domain proceedings, or if there is the commencement or bona fide threat of the commencement of any such proceedings, prior to Closing, Purchaser shall have the right, at its option, to terminate this Agreement by giving written Notice to Seller on or before the date ten (10) days after the date upon which Seller gives Purchaser written Notice of such taking, in which event all rights and obligations of the parties under this Agreement shall expire, and this Agreement shall become null and void. In the event of a taking of less than all or a material part of the Project, Purchaser shall have no right to terminate this Agreement by reason of such taking. If all or any part of the Project is taken by eminent domain proceedings prior to Closing and the purchase and sale of the Property contemplated by this Agreement is thereafter actually consummated: (i) the Purchase Price shall be reduced by the total of any awards or other proceeds actually received by Seller with respect to any taking and not expended by Seller prior to Closing for the repair or restoration of the Property; and (ii) at Closing, Seller shall assign to Purchaser all rights of Seller in and to any awards or other proceeds payable thereafter by reason of such taking. For the purposes of this Paragraph, a taking shall be deemed to be of a "material" part of the Project only if such taking involves either: (i) the taking of more than twenty (20%) of the parking spaces on the Property; or (ii) the taking of more than ten percent (10%) of the interior space in the Improvements.

15. Assignment. This Agreement may not be assigned by Purchaser, in whole or in part, without the prior written consent of Seller; except that Purchaser may assign this Agreement to an entity (including a corporation, limited liability company or partnership) owned or controlled by Purchaser without the necessity of obtaining the prior written consent of Seller. However, no assignment shall relieve Purchaser of liability for the performance of Purchaser's duties and obligations under this Agreement.

16. Parties. 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 assigns.

17. Brokerage Commission; Disclosure. Seller shall pay to Ken Jones of Clear Summit Realty, LLC (hereinafter "Broker") a brokerage commission equal to the amount agreed upon between the Seller and Broker. The parties acknowledge that Broker represents the Seller and not the Purchaser in this transaction. It is understood and agreed that no commission shall be due hereunder in the event the Closing does not occur for any reason whatsoever. Seller each hereby indemnifies Purchaser against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Agreement or any cancellation or termination of this Agreement. At Closing, Broker shall execute and deliver a final and unconditional waiver and release of any lien rights it may have against the Property pursuant to the Commercial Real Estate Broker Lien Act, O.C.G.A. 44-14-600, et seq.

18. 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.

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

20. 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.

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

22. 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.

23. 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.

24. 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.

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

26. 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.

27. Special Stipulations.

(a) Seller acknowledges that Purchaser's obligation to purchase shall be conditioned upon the receipt of Phase One and, if required, Phase Two Environmental assessment of the Property acceptable to the Purchaser in Purchaser's sole discretion. In the event that the required assessments are not completed prior to the Closing Date, Purchaser may at its option extend the Closing Date and additional sixty (60) days so long as Purchaser is diligently pursing completion of such assessment. Should Purchaser determine that the environmental condition of the Property is unacceptable based upon the assessments, Purchaser may terminate the Purchase and Sale Agreement and be refunded the entirety of the Earnest Money deposit, provided Purchaser informs Seller of its intent to terminate the agreement in writing. The parties agree that upon

execution of this Agreement, the City may enter upon the Property for the purposes of conducting the required environmental assessments.

(b) Except as set forth in Special Stipulation (a) above, Seller shall allow Purchaser thirty (30) days from exercise of the Purchase Option to inspect the Property and conduct its due diligence. Should Purchaser deem the property unfit for its use prior to the expiration of the thirty (30) day inspection period, Purchaser may terminate the Purchase and Sale Agreement and be refunded the entirety of the Earnest Money deposit, provided Purchaser informs Seller of its intent to terminate the agreement in writing.

(c) Seller acknowledges that the Purchaser's obligations shall be conditioned upon the City Council of Sandy Springs, Georgia's final approval of the closing of the Property.

(d) Seller acknowledges that the Purchaser's obligations to purchase shall be conditioned upon receipt of an appraisal by the appraiser of Purchaser's choosing which shall reflect the value of the Property as within fair market value. Should Purchaser determine that the appraisal of the Property is unacceptable, Purchaser may terminate the Purchase and Sale Agreement and be refunded the entirety of the Earnest Money deposit less the initial Purchase Option Funds, provided Purchaser informs Seller of its intent to terminate the agreement in writing.

(e) Subject to the express terms of this Agreement, at Closing Purchaser accepts the premises in "as-is" condition.

29. Time for Acceptance. This Agreement shall be regarded as an offer made by the Purchaser on October 3, 2012 to the Seller and is open for acceptance by the Seller on or before 5:00 p.m. Eastern Daylight Savings Time on October 5, 2012. The only manner of acceptance binding upon the Purchaser shall be the execution of this Agreement by the Seller and receipt by the Purchaser of one executed copy on or before 5:00 p.m. on October 5, 2012.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed and sealed by their duly authorized representatives, all as of the day and year first above written.

SELLER:
MARY K. BELL

Pamela K. Cromer executor of Estate

10-3-12
Date Executed

Address:
P.O. Box 974
Alpharetta Ga
30009

(Signatures Continued on Following Page)

PURCHASER:
THE CITY OF SANDY SPRINGS, GEORGIA

10-3-12
Date executed

By: John McDonough
Its: City Manager

BROKER:
CLEAR SUMMIT REALTY, LLC

Date executed

By: Ken Jones
Title: Broker

EXHIBIT A
Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 89 OF THE 17TH DISTRICT OF FULTON COUNTY, GEORGIA AND BEING LOT 37 OF THE HILDERBRAND PROPERTY, SAID PROPERTY BEING KNOWN AS 150 HILDERBRAND DRIVE ATLANTA, GEORGIA 30328 AND BEING DEPICTED ON THAT SURVEY FOR RUEDIGER E. SCHAEFER AND HILDEGARD SCHAEFER DATED AUGUST 7, 2009 BY LANDMARK CONSTRUCTION SERVICES, INC., RICKY L. NIXON GA RLS NO. 2473.

Check Number: 00027799

City of Sandy Springs, Sandy Springs, GA 30350

Invoice Date	Invoice Number	Description	Invoice Amount
09/24/2012	HILDEBRAND	PURCHASE OPTION FUNDS FOR 150 HILDEBRAND AVENUE *Comment: PLEASE RETURN CHECK TO KERRY MISSEL IN PUBLIC WORKS*	$1,000.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
2262	CLEAR SUMMIT REALTY LLC	00027799	09/24/2012	1,000.00

TYLER FORM PROCESSING

U.S. Pat. no. 6,095,407

PATENTS 4,210,346; 4,227,720; 4,310,100; 5,197,766; 5,340,159

SANDY SPRINGS GEORGIA

Sandy Springs
OPERATING ACCOUNT
7840 Roswell Rd, Bldg. 500
Sandy Springs, GA 30350
(770) 730-5600

Vendor Number	Check Date	Check Number	PNC Bank 15-3/540
2262	09/24/2012	00027799	

VOID 180 DAYS FROM DATE OF ISSUE

$1,000.00

Pay One Thousand Dollars and 00 cents *******

To The Order Of CLEAR SUMMIT REALTY LLC
ATTN: KEN JONES

John McDonough MP
City Manager

Eden G. Freeman MP
Assistant City Manager

FORM #: PSBLX

AP

*See Reverse Side for Important Information

SANDY SPRINGS GEORGIA

Sandy Springs
OPERATING ACCOUNT
7840 Roswell Rd, Bldg. 500
Sandy Springs, GA 30350
(770) 730-5600

00027799

CLEAR SUMMIT REALTY LLC
ATTN: KEN JONES
4697 LOCK RIDGE CT
KENNESAW, GA 30152

SETTLEMENT STATEMENT

BUYER:	City of Sandy Springs, A Municipal Corporation 7840 Roswell Road Sandy Springs, GA 30350
SELLER:	Estate of Mary K. Bell 150 Hilderbrand Avenue, Sandy Springs, GA 30342
PROPERTY:	150 Hilderbrand Avenue Sandy Springs, GA 30342
CLOSING DATE	November 8, 2012

Transaction Summary:	Buyer	Seller
Purchase Price	$ 215,000.00	$215,000.00
Less:		
Earnest Money Deposit	$1,000.00	$-0-
Less:		
Pro-rated County Taxes	$-0-	($624.00)
Pro-rated City Taxes	$-0-	($15.60)
Plus Closing Costs:		
Transfer Tax	$-0-	$215.00
Owners Policy	$748.25	
2012 County Tax Bill	$-0-	$4,378.59
2012 City Tax Bill	$ -0-	$ 708.14
2011 County and City Taxes		$6,373.83
Mortgage Payoff		$14,000.00
Real Estate Commission – Clear Summit Realty ($21,500 less $1,000.00 Earnest Money)		$20,500.00
Less:		
Seller Contribution	$-0-	$-0-
Pro-rated County Taxes	$624.00	$-0-
Pro-rated City Taxes	$15.60	$-0-
Record Cancellation of Fifa	$-0-	$10.00
Record of Deed	$ 10.00	$-0-
CASH From Buyer:	**$215,397.85**	**Cash to Sellers: $168,454.04**

CITY OF SANDY SPRINGS

BY: _____

Pamala K. Cromen, Executor of the Estate of Katherine K. Bell

Pamala K. Cromen

Riley McLendon, LLC: _____

Notes:

ACKNOWLEDGEMENT AND RECEIPT OF SETTLEMENT STATEMENT

DATE: November 8, 2012
PURCHASER/BORROWER: City of Sandy Springs, a Municipal Corporation
SELLERS: Pamala K. Cromen, Executor of the Estate of Katherine K. Bell
PROPERTY ADDRESS: 150 Hilderbrand Avenue Sandy Springs, GA 30342

Purchaser and Seller acknowledge that each has received, reviewed, and approved the entries appearing on the Settlement Statement, and each acknowledges receipt of a copy of same. Seller acknowledges receipt and payment in full of the proceeds due Seller from the settlement. Seller acknowledges that existing loans on said property, if any, are being paid or satisfied by the Settlement Agents out of the proceeds of this closing.
There are no outstanding taxes and assessments.
Purchaser and Seller acknowledge that Settlement Agent makes no representations as to the status of any outstanding or past due water, sewerage or other utility bills applicable to the property. The status of such items shall be determined by and are the responsibility of the Seller.
Purchaser and Seller agree that should any inadvertent errors or omissions later be discovered in any documents executed at settlement, they shall promptly execute such corrective documents and remit such sums as may be required to adjust or correct such errors or omissions.
Seller warrants that all required tax returns and applicable exemption applications have been filed for the current tax year. Seller further agrees to reimburse Purchaser for any penalties caused by Seller's failure to file a proper and timely tax return.
As part of the consideration of this sale, the contract between the parties is by reference incorporated herein and made a part hereof; the terms and conditions contained therein shall survive the closing and shall not merge upon delivery of the Deed.

SELLER

Pamala K. Cromen

Pamala K. Cromen, Executor of
the Estate of Katherine K. Bell

CITY OF SANDY SPRINGS

John McDonough

BY: John McDonough
IT'S City Manager
PURCHASER

Riley McLendon, LLC
BY: _____
Settlement Agent

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 89 OF THE 17TH DISTRICT, FULTON COUNTY, GEORGIA, BEING ALL OF LOTS 37 AND 38 AND THE WEST HALF OF LOT 39, OF THE SUBDIVISION OF THE HILDERBRAND PROPERTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERN SIDE OF HILDERBRAND DRIVE 306 FEET FROM THE CORNER OF HILDERBRAND DRIVE AND SANDY SPRINGS DRIVE, WHICH POINT IS ALSO THE SOUTHEASTERN CORNER OF LOT 37 OF SAID SUBDIVISION; THENCE RUNNING EAST ALONG THE NORTHERN SIDE OF HILDERBRAND DRIVE 75 FEET TO AN IRON STOB; THENCE NORTHEASTERLY 144 FEET TO AN IRON STOB; THENCE WESTERLY 77 FEET TO AN IRON STOB; THENCE SOUTHERLY ALONG LINE OF LOT 37 TO HILDERBRAND DRIVE AND THE POINT OF BEGINNING.

ALSO, BEGINNING AT A POINT ON THE NORTHERN SIDE OF HILDERBRAND DRIVE 256 FEET FROM THE CORNER OF HILDERBRAND DRIVE AND SANDY SPRINGS DRIVE, WHICH POINT IS ALSO THE SOUTHEASTERN CORNER OF LOT 35 OF SAID SUBDIVISION; THENCE RUNNING EAST ALONG THE NORTHERN SIDE OF HILDERBRAND DRIVE 50 FEET TO AN IRON STOB; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF LOT 38, 149.5 FEET TO AN IRON STOB; THENCE ALONG THE LINE OF LOT 25, 50 FEET TO AN IRON STOB; THENCE SOUTHERLY ALONG THE LINE OF LOT 36, 146 FEET TO HILDERBRAND DRIVE AND THE POINT OF BEGINNING.

Record and Return
Riley McLendon, LLC
315 Washington Ave.
Marietta, GA 30060

STATE OF GEORGIA
COUNTY OF FULTON

EXECUTOR'S DEED OF ASSENT

THIS INDENTURE is made as of this 8th day of November 2012, between PAMALA K. CROMEN, as executor of the last will and testament of MARY KATHERINE BELL (hereinafter referred to as the "Deceased"), late of Fulton County, Georgia (hereinafter referred to as "Grantor") and **THE CITY OF SANDY SPRINGS, GEORGIA a municipal corporation,** in his individual capacity (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

W I T N E S S E T H

GRANTOR (acting under and by virtue of the power and authority contained in the Will of the Deceased, (it having been duly probated and recorded in the Court of Probate of Fulton County, Georgia), for and in consideration of the sum of Ten Dollars ($10.00) 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 Grantee:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the Land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever, in as full and ample a manner as the same was held, possessed and enjoyed, or might have been held, possessed and enjoyed, by the Deceased.

EXECUTED under seal as of the date above.

Signed, Sealed and Delivered in the presence of:

_____(SEAL)
Unofficial Witness

Notary Public

SCOTT C ROBICHAUX
MY COMMISSION EXPIRES
JUNE 06 2016
FULTON CO., GEORGIA
NOTARY PUBLIC

GRANTOR:

Pamala K. Cromen
PAMALA K. CROMEN as Executor under the will of MARY KATHERINE BELL Deceased