

Buyers Information Sheet



Buyer's
information sheet
must be completed
in full.

Property Number	<u>5122</u>
Purchasers Name(s) Exactly as you wish to hold title. <i>must match the contract</i>	<u>City of Stonecrest</u>
If the purchaser is a Corporation/Trust/LLC , the Name and Title of the person signing documents	Entity Name: _____ Authorized Signers Name _____ Title: _____
How will title be held <i>If purchaser is more than 1 individual</i>	Joint Tenants With Right of Survivorship OR Tenants in Common
If purchaser is an individual	Married Single
Purchaser's Mailing Address <i>for Notices & Tax Bills</i>	Street <u>3120 Stonecrest Blvd</u> Apt./Suite # _____ City <u>Stonecrest</u> State <u>GA</u> Zip Code <u>30038</u> County <u>Dekalb</u>
Purchaser's Phone Number	<u>(770) 714-2609</u> Cell <u>(770) 224-0200</u> Work
Purchaser's Email Address	<u>jlary@stonecrestga.gov</u>
Purchaser's Agent (if applicable) *Agent must have registered purchaser 24 hours prior to auction. See auctions terms & conditions.	Name <u>Robert Scott</u> Company <u>T. Dallas Smith & Company LLC</u> Phone <u>(404) 665-8405</u> Email <u>robert@tdallassmith.com</u>
Closing Method	Email OR Attorney's Office
Financing Note: Contract is NOT contingent on financing	<input checked="" type="checkbox"/> Cash OR Loan
Owner's Title Insurance	<input checked="" type="checkbox"/> YES, <input type="checkbox"/> NO or Quote Requested
Preferred Closing Date	Must be on or before thirty (30) days from contract binding agreement date

ONLINE CONTRACT INSTRUCTIONS & CHECKLIST

Congratulations on becoming the high bidder!

We appreciate your participation in our online. Please find instructions to complete your contract.

PROPERTY NO.:

5122

EARNEST MONEY DUE:

\$ 35,200 -

CONTRACT & FUNDS

Thursday, August 22, 2019

DUE BY:

by 12:00 p.m.

- 1. Sign Contract** – Complete the purchaser information on the contract with the name(s) you would like to have on the deed. Sign where marked ****insert signers name****

*** Company or LLC:** If you are purchasing as a company, LLC, Trust or Partnership, a copy of the following must be emailed to closing@johndixon.com to complete your contract. If not received, there may be an additional fee at closing for the closing attorney to revise your documents.

- Articles of Incorporation, Certification of Formation, Trust or Partnership agreement, as applicable
(send only the page showing the Name and State of Recording)
- Corporate Resolution or Certificate of Authority showing the authorized signatory's name and title
- Tax ID number 82-1294890

*** Need to Add a Second Signer:** Have the first individual sign, then email closing@johndixon.com to request a second signer to be added to DocuSign. You will receive a second email from DocuSign for the additional signature.

- 2. Earnest Money Deposit** – Enclosed on the next page you will find wire transfer instructions to complete your earnest money deposit. We do not accept checks or credit cards. **The property number(s) MUST be included on your wire in order for us to assign your funds.** If you are wiring funds for multiple contracts, funds may be wired together as long as the wire instructions are the same. We find it helpful to take the instructions to the bank when you initiate the wire.

PLEASE SEND A WIRE CONFIRMATION to Danielle Foreman at closing@johndixon.com as wires can take up to 72 hours to be received. An email confirmation will be sent upon receipt of your funds and signed contract.

**** The DocuSign file number will be your proof of completing the contract. ****
****The earnest money wire confirmation receipt is your proof of sending the funds on time. ****

- 3. John Dixon & Associates' Closing Coordinator** – Your closing coordinator will be:

Danielle Foreman, closing@johndixon.com or (770) 425.1141 ext. 13

Please feel free to contact her for assistance in completing your contract. For closing specific questions or to specify an earlier closing date, please contact the closing attorney listed on your contract.

4. Contract Return Checklist:

- Signed Contract Wire Confirmation Completed Buyer's Info Sheet Company/LLC Documents

(JDA INTERNAL USE) WIRE RECEIPT CONFIRMATION

Date Received: _____ Total Amount: _____

Confirmed By: _____

200 Cobb Parkway North • Suite 120 • Marietta, GA 30062
800.479.1763 • 770.425.1141 • johndixon.com • mail@johndixon.com



John Dixon & Associates, Inc. – Escrow Account
Incoming Wiring Instructions
(Domestic Only)

Beneficiary Bank

CenterState Bank

Beneficiary Bank Address

1951 8th Street NW
Winter Haven, FL 33881

ABA/Routing Number

063114030

Beneficiary Name

John Dixon & Associates, Inc.
Escrow Account

Beneficiary Address

200 Cobb Parkway North, Suite 120
Marietta, GA 30062

Account Number

2630870935

CITY OF STONECREST G

Account Number ~~20190827MMQFMP7800052208271506FT03~~ D

GENERAL INFORMATION

Wire Sequence 1338610
Wire Amount 35,200.00
Status Sent
Entered By CAHARRIS Bank
IMAD 20190827MMQFMP9H001594
OMAD 20190827MMQFMP7800052208271506FT03

BENEFICIARY INFORMATION

Name 63114030
Bank Name CENTERSTATE BANK
ID Code/Identifier
Name JOHN DIXON & ASSOCIATES INC
Reference



**A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE CERTAIN
REAL PROPERTY AT AUCTION AND EXECUTE RELATED DOCUMENTS**

1 **WHEREAS**, the duly elected governing authority of the City of Stonecrest, Georgia (the “City”)
2 is the Mayor and City Council thereof; and

3 **WHEREAS**, Section 1.02 (b)(20) of the City Charter provides that the City has the authority to
4 acquire any real property in fee simple or lesser interest, inside or outside the
5 property limits of the City; and

6 **WHEREAS**, the City desires to acquire at auction approximately 66.25 acres of real property
7 (“Property”), located at and consisting of six (6) parcels of land generally identified
8 as:

- 9 • 0 Fairington Parkway, Stonecrest, Georgia, Parcel ID 16 075 01 003
- 10 • 3000 Fairington Parkway, Stonecrest, Georgia, Parcel ID 16 075 01 104
- 11 • 3001 Fairington Parkway, Stonecrest, Georgia, Parcel ID 16 074 03 005
- 12 • 2934 Fairington Parkway, Stonecrest, Georgia, Parcel ID 16 074 03 018
- 13 • 2958 Fairington Parkway, Stonecrest, Georgia, Parcel ID 16 074 03 019
- 14 • 2963 Fairington Parkway, Stonecrest, Georgia, Parcel ID 16 074 03 020; and

15 **WHEREAS**, a map of the Property and the property tax information for each parcel is attached
16 hereto and incorporated by reference herein as Exhibit A.

17 **WHEREAS**, such acquisition is governed and authorized by Section 1.02 (b)(20) of the City
18 Charter, as the Financial Management Policies Purchasing Policy (“Purchasing
19 Policy”) adopted by the City does not include procedures for the acquisition of real
20 property at a tax lien sale or at auction; and

21 **WHEREAS**, the City intends to use the Property for public safety purposes; and

22 **WHEREAS**, the governing authority desires to authorize the City Manager or his designee to
23 purchase the Property at auction and to execute documents related thereto; and

24 **WHEREAS**, the acquisition of the Property will benefit the health, safety, and welfare of the
25 citizens of the City.

26 **NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the City of Stonecrest,
27 Georgia as follows:

28 **Section 1.** The Mayor and City Council of Stonecrest authorize the City Manager or his
29 designee to purchase the Property at auction. The Purchase Price for the Property
30 shall not exceed \$351,000.00. To affect such transaction, the City Manager or his
31 designee may execute any documents related thereto.

32 **Section 2.** The preamble of this Resolution shall be considered to be and is hereby
33 incorporated by reference as if fully set out herein.
34

35 **Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all
36 sections, paragraphs, sentences, clauses and phrases of this Resolution are or were,
37 upon their enactment, believed by the Mayor and Council to be fully valid,
38 enforceable and constitutional.
39

40 (b) It is hereby declared to be the intention of the Mayor and Council that, to the
41 greatest extent allowed by law, each and every section, paragraph, sentence, clause
42 or phrase of this Resolution is severable from every other section, paragraph,
43 sentence, clause or phrase of this Resolution. It is hereby further declared to be the
44 intention of the Mayor and Council that, to the greatest extent allowed by law, no
45 section, paragraph, sentence, clause or phrase of this Resolution is mutually
46 dependent upon any other section, paragraph, sentence, clause or phrase of this
47 Resolution.
48

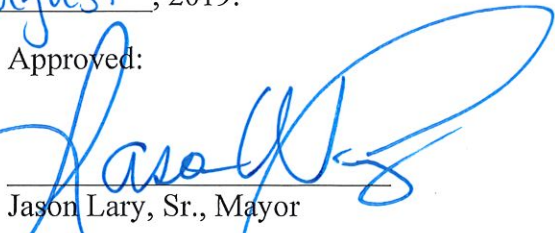
49 (c) In the event that any phrase, clause, sentence, paragraph or section of this
50 Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional
51 or otherwise unenforceable by the valid judgment or decree of any court of
52 competent jurisdiction, it is the express intent of the Mayor and Council that such
53 invalidity, unconstitutionality or unenforceability shall, to the greatest extent
54 allowed by law, not render invalid, unconstitutional or otherwise unenforceable any
55 of the remaining phrases, clauses, sentences, paragraphs or sections of the
56 Resolution and that, to the greatest extent allowed by law, all remaining phrases,
57 clauses, sentences, paragraphs and sections of the Resolution shall remain valid,
58 constitutional, enforceable, and of full force and effect.
59

60 **Section 4.** All resolutions and parts of resolutions in conflict herewith are hereby expressly
61 repealed.
62

63 **Section 5.** The effective date of this Resolution shall be August 26, 2019.
64

SO RESOLVED this the 26th day of August, 2019.

Approved:


Jason Lary, Sr., Mayor

Attest:

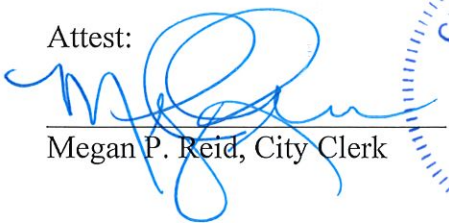

Megan P. Reid, City Clerk



EXHIBIT A



200 Cobb Parkway North, Suite 120
 Marietta, Georgia 30062
 phone: 770.425.1141
 fax: 770.425.4413

5122
 Reserve
 Resene
 Met

**AUCTION REAL ESTATE SALES CONTRACT
 DEKALB COUNTY, GEORGIA • WEDNESDAY, AUGUST 21, 2019**

1. Purchase and Sale. As a result of the efforts of JOHN DIXON & ASSOCIATES, INC., hereinafter referred to as "Auctioneer," the undersigned Purchaser agrees to buy, and the undersigned Seller agrees to sell, all that tract or parcel of land lying and being in Dekalb County, Georgia, together with all plants, trees, and shrubbery now on the premises; together with all improvements thereon and appurtenances thereto, collectively hereinafter referred to as the "Property," identified as tax parcels 16 074 03 005, 16 075 01 104, 16 075 01 003, 16 074 03 018, 16 074 03 019, 16 074 03 020, consisting of 66.25± acres located off Fairington Parkway, Lithonia, Georgia 30038 and further described in Exhibit "A" attached hereto and made a part hereof.

The purchase price of the Property, including a ten percent (10%) buyer's premium, is \$ 352,000. Said amount shall be paid in cash, in full, at closing. Purchaser's obligation to close shall not be contingent upon Purchaser's ability to obtain financing. Purchaser shall pay all usual and customary closing costs. For an outline of the financial terms of sale, see below.

Bidder Number	OUTLINE OF FINANCIAL TERMS OF SALE	Property Number(s)
10152	High Bid = <u>340,000</u>	5122
	Buyer's Premium (10%)..... + <u>32,000</u>	
	Purchase Price\$ <u>352,000</u>	
	Earnest Money - <u>35,200</u>	
	Balance Due at Closing\$ <u>316,800</u>	

2. Earnest Money and Default. - Purchaser has paid to Auctioneer the sum of \$ 35,200, as earnest money, which earnest money is to be promptly deposited into the Auctioneer's escrow account and is to be applied as part payment of the purchase price at the time of closing or as otherwise provided herein. All parties hereto agree that Auctioneer may deposit the earnest money in an interest-bearing escrow account and all parties hereto understand and agree that the earnest money is NON-REFUNDABLE except as set forth in this agreement and that disbursement of earnest money can occur only as follows: (a) at closing; (b) upon written agreement signed by all parties to this contract; (c) upon court order; or (d) upon failure of Seller to perform Seller's obligation to close in accordance with this contract, the earnest money shall be returned to Purchaser and this shall be Purchaser's sole and exclusive remedy in the event of a default by Seller, Purchaser hereby waiving all other rights and remedies available at law or in equity; or (e) upon failure of Purchaser to fulfill Purchaser's obligations to close in accordance with this contract, the earnest money shall be paid to Seller as liquidated damages and not a penalty, the parties hereto agreeing that the damages caused by a breach of the contract are difficult or impossible to estimate accurately, the parties hereto intend to provide for liquidated damages rather than a penalty and the earnest money is a reasonable estimate of the probable loss upon a breach. If any dispute arises between Purchaser and Seller as to the final disposition of all or part of the earnest money, Auctioneer may, in its sole discretion, notify Purchaser and Seller in writing that Auctioneer is unable to resolve such dispute and may interplead all or any disputed part of the earnest money into court, whereupon Auctioneer shall be discharged from any further liability with respect to the earnest money deposit and shall be entitled to recover its fees and expenses, including attorneys' fees in connection with said interpleader from the earnest money; or, upon fifteen (15) days written notice to the parties, Auctioneer may make a disbursement of the earnest money upon a reasonable interpretation of this contract. In either event, the parties hereto release and discharge Auctioneer from any claims against Auctioneer related to the earnest money and shall not seek damages from Auctioneer by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder.

3. Title. Seller warrants that they presently have title to said Property, and at the time the sale is consummated agrees to convey marketable and insurable title in and to said Property to Purchaser by **Warranty Deed**, subject only to (1) zoning ordinances affecting said Property, (2) all matters of record affecting said Property, (3) subdivision restrictions of record, and (4) all matters that would be shown on a current and accurate survey of said property, and (5) leases, other easements, other restrictions and encumbrances affecting the Property. If Seller is unable to convey title in the quality set forth above, Purchaser shall have the option of either (i) taking such title as Seller can give, without abatement of the Purchase Price, or (ii) being repaid all moneys paid on account by Purchaser to Seller including Earnest Money held by Auctioneer; and, if Buyer elects to terminate the agreement, there shall be no further liability or obligation by either of the parties hereunder and this Agreement shall become null and void and of no force or effect.

Purchaser shall have twenty (20) days from the Binding Agreement Date in which to examine title and to furnish Seller with a written statement of objections affecting the insurability of said title. Seller shall have ten (10) days from receipt of such objections to satisfy all valid objections and, if Seller fails to satisfy such valid objections within a reasonable time, then at the option of Purchaser, evidenced by written notice to Seller, this contract shall be null and void, and Purchaser's earnest money shall be returned. If Purchaser does not terminate this contract, then Purchaser shall be deemed to have waived any such objections that Seller fails to satisfy and the sale be consummated without any adjustment to price.

4. Duty to Cooperate. Seller and Purchaser agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.

5. **Property Condition.** Seller warrants that when the sale is consummated the improvements on the Property will be in the same condition as on the date hereof, normal wear and tear accepted. However, should the premises be destroyed or substantially damaged before the contract is consummated, then at the election of the Purchaser: (a) the contract may be cancelled, or (b) Purchaser may consummate the contract and receive such insurance proceeds as paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of Seller's damage is determined.

6. **Agency and Brokerage.** Commission is to be paid to Auctioneer pursuant to and in accordance with that certain agreement between Auctioneer and Seller regarding authorization and compensation, and to Broker, if any, pursuant to the auction sales brochure relative to the subject Property, which documents are incorporated herein by reference. John Dixon & Associates, auctioneer/broker, is acting exclusively as agent for the Seller.

(a) "Listing Broker" (Seller's Representative) shall mean: Agent Name: n/a; Brokerage Firm: n/a; Telephone: n/a; Email Address: n/a

(b) "Selling Broker" (Buyer's Representative) shall mean: Agent Name: Robert E. Scott; Brokerage Firm: T. Dallas Smith & Company, LLC; Telephone: (404) 665-8405; Email Address: robert@tdallassmith.com

7. **Prorations.** Real estate taxes, water and sewer charges, HOA/POA fees and due, and any other assessments on the Property shall be prorated as of the date of closing. Payment and proration of taxes and assessments is final as between Purchaser and Seller.

8. **Closing Date.** Sale shall be closed on or before thirty (30) days from the Binding Agreement Date (Closing Date). Closing shall be conducted by William Phalen, Sherman & Phalen, LLC, 1165 Northchase Parkway SE, Suite 450, Marietta, GA 30067, (770.579.0109, ext. 101 or wlp@closingattorneyga.com). All closing costs shall be paid by the Purchaser, except as they relate to the clearance of title encumbrances and/or defects necessary for Seller to convey good and marketable title to the Property. Closing costs shall include, but are not limited to closing letter, if applicable and as described in the paragraph below, deed preparation and attorney's fees to prepare such deed, recording fees, title examination, tax search fee and transfer tax fee, if applicable. Title insurance shall be available at the Purchasers option and shall be paid by the Purchaser.

In the event the Property is subject to a mandatory membership community association, the Purchaser agrees to pay the cost of any association account statement or clearance letter ("closing letter") including all amounts required by the association or management company to be pre-paid in order to obtain such closing letter. The parties acknowledge that the closing letter is required in order to issue a policy of title insurance and discloses such times as paid and delinquent association dues, transfer fees, and special assessments. The closing letter may designate which party is responsible for a particular fee. The Seller shall be responsible for any fees owing on the Property which come due and payable before the closing so that the Property is sold free and clear of liens and amounts owed to the association.

Purchaser shall be charged a fee of \$25.00 per calendar day for any extension granted by Seller past the Closing Date, to be paid and collected by the closing agent at the time of closing. Buyer shall not be obligated for any delays caused by Seller, Seller's closing attorney, or Seller's title agent.

9. **Property Sold "AS-IS".** Property is sold "as is" and Seller makes no warranty as to any buildings, structures, easements, leases, restrictions, covenants, conditions, zoning and/or any and all other matters including those that would be revealed by a current survey or an inspection of the Property or contained in public records. Purchaser warrants that Purchaser is purchasing the Property and the contents thereof on an "as is" basis with no warranties of any kind, express or implied, either oral or written, whether of habitability, merchantability, fitness for a particular purpose, condition of improvements, environmental condition or otherwise made by Seller, Auctioneer, or any agent of Seller or Auctioneer, including but not limited to, information contained in the sales brochure or supplemental brochures and/or presentations and warranties regarding zoning matters, the ability of the Purchaser to construct new improvements, the ability of Purchaser to remodel existing improvements, the availability of zoning variances, building and demolition permits or plats of consolidation and/or subdivision. No liability for inaccuracies, errors or omissions contained in any materials provided to Purchaser is assumed by Seller, Auctioneer or any of their agents. In addition, the parties hereto acknowledge that Auctioneer is not obligated to and has not made any independent investigation of the condition of the Property.

Prior to entering into this Agreement, Purchaser had the opportunity to conduct Purchaser's own due diligence and investigations. Except as expressly set forth in this Agreement, Purchaser's obligations hereunder are not contingent on any additional due diligence or investigation. Further, Purchaser represents that either Purchaser or duly authorized agent of Purchaser has inspected the property, performed all due diligence reviews which Purchaser deems necessary to determine whether to acquire the Property and verified all facts and information contained in any materials provided to Purchaser prior to executing this contract. Purchaser has not relied upon any sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Seller, Auctioneer, or others, including, but not limited to, any relating to the description of physical condition of the Property, or the dimensions of the Property or any other physical dimensions thereof, the estimated real estate taxes of the Property, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as may be specifically represented herein. Purchaser has relied on their own examination and investigation thereof. No person has been authorized to make any representation on behalf of Seller. Purchaser agrees (a) to purchase the Property without offset or any claim against, or liability to, Seller or its agents, whether or not any layout or dimension of the Property or any part thereof, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any minor inaccuracy or error. Purchaser agrees that Seller is under no obligation to extend the closing date to allow Purchaser to perform any due diligence or inspections and that if Purchaser fails to close by the Closing Date Purchaser will lose and forfeit any earnest money as set forth herein and shall remain responsible for the payment of any Buyer's Premium.

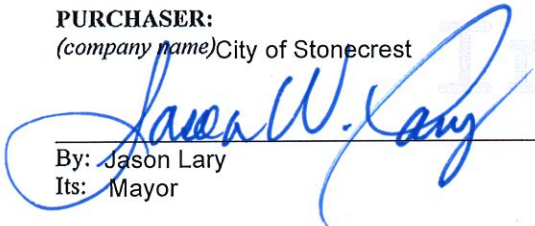
10. **Seller's Knowledge of Property.** Purchaser acknowledges that the Seller's purchase of the property may have resulted from a transfer made by a beneficiary under a deed to secure debt, mortgage or deed of trust ("security instrument") who acquired the property at a judicial foreclosure sale or foreclosure sale conducted pursuant to powers contained in the security instrument, or via deed in lieu foreclosure. Further, regardless of how Seller obtained title, Seller is not familiar with the condition of the property, other than as may be disclosed in any inspection reports obtained by or on behalf of Seller, Seller's representatives or agents, or that Seller may have received otherwise. Any such reports furnished by Seller or its agents in connection herewith shall be for informational purposes only, are not made a part of the Agreement, and Seller makes no representations or warranties about their accuracy or completeness. Purchaser acknowledges that in consideration of Seller's execution of the Agreement, Purchaser, on behalf of itself and all other parties having any claims, covenants that neither Purchaser nor any such other party will sue, commence, prosecute or in any way participate in any judicial, administrative, or other regulatory proceedings for breach of contract based on any disclosures relating to any alleged breach or violation of any state law, rule or regulation by Seller, or any other party engaged on Seller's behalf, including, without limitation any real estate broker or agent representing Seller.

Other Provisions

1. Purchaser acknowledges he/she is familiar with any HOA Covenants and Restrictions.
2. Possession of the Property shall be granted by Seller to Purchaser no later than the date of closing.
3. If residential property was built prior to 1978 Purchaser has received PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME pamphlet and EPA and HUD Disclosure Rule pamphlet. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards.
4. Seller may extend contract for thirty (30) days.
5. Purchaser acknowledges that any assignments of the contract must be made in writing to John Dixon & Associates within 15 days of the date of the contract and is subject to final approval from the Seller.
6. Time is of the essence.
7. All notices required or permitted under this contract shall be in writing, sent to the addresses set forth below, and shall be sent by (i) nationally recognized overnight courier, (ii) certified mail with return receipt requested and postage prepaid, or (iii) by email provided that a copy is sent in accordance with clause (i) and (ii) of this sentence.
8. Binding Agreement Date. The Binding Agreement Date shall be the date upon which the party accepting the last offer signs the Agreement.
9. Governing Law and Interpretation. This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original. This Agreement shall be construed and interpreted in accordance with the law of the State of Georgia. If any provision herein is to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another.
10. Entire Agreement. This contract constitutes the sole and entire agreement between the parties hereto and no modification of this contract shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise, or inducement not included in this contract shall be binding upon any party hereto.

PURCHASER:

(company name) City of Stonecrest



By: Jason Lary Date _____
 Its: Mayor

SELLER:

Joffe Dekalb 67, LLC

By: _____ Date _____
 Its: _____

By: _____ Date _____
 Its: _____

By: _____ Date _____
 Its: _____

Purchaser's Address:

3120 Stonecrest Blvd.
Street Address

Stonecrest, GA 30038
City, State, Zip

Email: jlary@stonecrestga.gov

Phone: (770) 224-0200

Seller's Address:

Street Address

City, State, Zip

Email: _____

Phone: _____

Auctioneer: John Dixon & Associates, Inc.


 8/20/19
 By: _____ Date _____
 Its: _____

Exhibit "A"

Fairington Parkway
Property # 5122

Legal Description of Property

All that tract or parcel of land lying and being in Land Lots 55, 74 and 75 of the 16th District, DeKalb County, Georgia and Parcel 1 comprised of 99.71 acres according to a release plat for Dozier Development Co., LLC prepared by Travis Pruitt and Associates, certified by Travis N. Pruitt, Sr., O.A.R.L.S No 1729, dated December 14, 2005, and being more particularly described as follows:

Commence from an iron pin at the intersection of Land Lots 54, 55, 74 and 75 and run thence along the southern line of Land Lot 55 north 89 degrees 41 minutes 58 seconds west 720.96 feet to an iron pin; thence north 13 degrees 59 minutes 33 seconds east 230.51 feet to a pin; thence north 42 degrees 43 minutes 56 seconds east 259.36 feet to a point; thence north 87 degrees 58 minutes 21 seconds east 440.83 feet; thence south 84 degrees 42 minutes 07 seconds east 300.67 feet; thence south 68 degrees 58 minutes 05 seconds east 514.93 feet; thence north 75 degrees 13 minutes 57 seconds east 123.70 feet to a pin; thence south 89 degrees 51 minutes 17 seconds east 126.27 feet to a pin; thence north 08 degrees 51 minutes 59 seconds west 59.47 feet; thence north 09 degrees 04 minutes 55 seconds west 92.34 feet to a pin; thence north 51 degrees 00 minutes 56 seconds east 253.94 feet to a pin; thence north 79 degrees 28 minutes 09 seconds east 105.71 feet to a pin; thence south 73 degrees 17 minutes 33 seconds east 280.86 feet; thence north 61 degrees 41 minutes 42 seconds east 279.06 feet to a pin; thence north 10 degrees 13 minutes 52 seconds east 230.04 feet to a pin; thence south 79 degrees 46 minutes 08 seconds east 146.77 feet to a pin; thence south 04 degrees 21 minutes 30 seconds east 445.85 feet to a pin; thence south 03 degrees 32 minutes 30 seconds east 442.22 feet to a pin; thence south 39 degrees 30 minutes 11 seconds west 106.37 feet to a pin; thence south 15 degrees 05 minutes 02 seconds west 166.59 feet to a pin; thence south 33 degrees 41 minutes 27 seconds west 108.52 feet to a pin; thence south 30 degrees 45 minutes 24 seconds west 63.19 feet to a pin; thence south 17 degrees 13 minutes 29 seconds west 52.36 feet to a pin; thence south 04 degrees 03 minutes 41 seconds east 98.17 feet to a pin; thence south 40 degrees 52 minutes 58 seconds east

Exhibit "A"

104.13 feet to a pin; thence south 72 degrees 23 minutes 22 seconds east 251.53 feet to a pin; thence south 37 degrees 34 minutes 38 seconds east 118.05 feet to a pin; thence south 51 degrees 56 minutes 29 seconds west 346.10 feet to a pin; thence north 70 degrees 57 minutes 19 seconds west 113.53 feet to a pin; thence south 85 degrees 59 minutes 15 seconds west 140.05 feet to a pin; thence south 65 degrees 59 minutes 27 seconds west 176.33 feet to a pin; thence north 88 degrees 49 minutes 43 seconds west 177.86 feet to a pin; thence south 77 degrees 05 minutes 08 seconds west 111.64 feet to a pin; thence south 37 degrees 36 minutes 35 seconds west 229.04 feet to a pin; thence south 87 degrees 44 minutes 54 seconds east 702.74 feet to a pin; thence south 82 degrees 47 minutes 14 seconds west 901.63 feet to a pin; thence south 29 degrees 36 minutes 40 seconds west 123.84 feet to a pin; thence south 03 degrees 46 minutes 38 seconds west 114.27 feet to a pin; thence south 20 degrees 04 minutes 09 seconds west 119.32 feet to a pin; thence south 04 degrees 29 minutes 56 seconds west 78.00 feet to a pin on the northerly right of way of Woodside Crossing (55 foot right of way) run thence along said right of way the following: an arc distance of 111.92 feet, said arc having a radius of 55.50 feet and being subtended by a chord bearing south 52 degrees 06 minutes 8 seconds west 93.90 feet; an arc distance of 19.07 feet, said arc having a radius of 20 feet and being subtended by a chord bearing south 21 degrees 39 minutes 00 seconds west 18.36 feet; an arc distance of 34.20 feet, said arc having a radius of 472.50 feet and being subtended by a chord bearing south 51 degrees 02 minutes 34 seconds west 34.19 feet; south 53 degrees 06 minutes 58 seconds west 667.44 feet to a point on the northeasterly right of way of Rock Springs Road (120 foot right of way); run thence along said right of way an arc distance of 293.18 feet, said arc having a radius of 4140.00 feet and being subtended by a chord bearing 39 degrees 12 minutes 22 seconds west 293.11 feet to a pin on the line dividing Land Lot 54 and 75; run thence along said Land Lot line north 01 degrees 28 minutes 34 seconds east 640.06 feet to a pin; thence north 01 degrees 32 minutes 18 seconds east 1481.76 feet to a pin found at the intersection of Land Lots 54, 55, 74 and 75 and the point of beginning hereof.

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 74 of the 16th District of DeKalb County, Georgia, being described according to a Site Plan for Fairington Club Condominiums, dated 2/13/06, last revised 5/23/06 by Travis Pruitt & Associates, Inc., and being more particularly described as follows:

Exhibit "A"

Commence from an iron pin at the intersection of the easterly right of way of Fairington Parkway (r/w varies) with the southernmost point of Lot 1 of Fairington Township as shown at Plat Book 158, pages 63-68, DeKalb County, Georgia records; run thence north 51 degrees 00 minutes 56 seconds east 253.94 feet to an iron pin set; run thence north 79 degrees 28 minutes 09 seconds east 105.71 feet to an iron pin set; thence south 73 degrees 17 minutes 33 seconds east 280.86 feet to a point; thence north 61 degrees 41 minutes 42 seconds east 279.06 feet to an iron pin set; thence north 10 degrees 13 minutes 52 seconds east 230.04 feet to an iron pin set; thence south 79 degrees 46 minutes 08 seconds east 146.77 feet to an iron pin set; thence south 04 degrees 21 minutes 30 seconds east 445.85 feet to a point; thence south 03 degrees 32 minutes 30 seconds east 40.10 feet to an iron pin set; thence north 89 degrees 31 minutes 07 seconds west 284.26 feet to a point; thence south 61 degrees 41 minutes 42 seconds west 226.87

feet to a point; thence north 89 degrees 02 minutes 31 seconds west 530.02 feet to an iron pin found on the easterly right of way of Fairington Parkway; run thence along said right of way north 08 degrees 51 minutes 59 seconds west 59.47 feet; continue thence along said right of way north 09 degrees 04 minutes 55 seconds west 92.34 feet to the Point of Beginning hereof.

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lot 75 of the 16th District of DeKalb County, Georgia, being a 20.00 acre tract designated as Phase II on a Release Plat for Fairington Enclave, Phase II by Travis Pruitt & Associates, dated August 9, 2006, and being more particularly described as follows:

Commence from the intersection of Land Lots 54, 55, 74 and 75 and run thence along the line dividing Land Lots 54 and 75 in a southerly direction 1121.04 feet to the Point of Beginning; run thence south 88 degrees 27 minutes 42 seconds east 159.68 feet; thence south 74 degrees 58 minutes 47 seconds east 402.19 feet; thence south 80 degrees 50 minutes 00 seconds east 388.85 feet; thence south 87 degrees 44 minutes 54 seconds east 877.53 feet; thence south 82 degrees 47 minutes 14 seconds west 901.63 feet; thence south 28 degrees 36 minutes 40 seconds west 123.84 feet; thence south 03 degrees 46 minutes 38 seconds west 114.27 feet; thence south 20 degrees 04 minutes 09 seconds west 119.32 feet; thence south 04 degrees 29 minutes 56 seconds west 78.00 feet; thence an arc distance of 111.92 feet, said arc having a radius of 55.50 feet and being subtended by a chord bearing south 52 degrees 06 minutes 08 seconds west 93.90 feet; thence an arc distance of 19.07 feet, said arc having a radius of 20.00 feet and being subtended by a

Exhibit "A"

chord bearing south 21 degrees 39 minutes 00 seconds west 18.36 feet; thence an arc distance of 34.20 feet, said arc being subtended by a chord bearing south 51 degrees 02 minutes 34 seconds west 34.19 feet; thence south 53 degrees 06 minutes 58 seconds west 667.44 feet to a point on the northeasterly right of way of Rock Springs Road (120' r/w); thence along said right of way an arc distance of 293.18 feet, said arc having a radius of 4140.00 feet and being subtended by a chord bearing north 39 degrees 12 minutes 22 seconds west 293.11 feet to a point on the line dividing Land Lots 54 and 75; thence along said Land Lot line north 01 degrees 28 minutes 34 seconds east 640.06 feet; continue thence along said Land Lot line north 01 degrees 32 minutes 18 seconds east 360.72 feet to the Point of Beginning.

LESS AND EXCEPT: All that tract or parcel of land lying and being in Land Lots 74 & 75 of the 16th District of DeKalb County, Georgia, being a 6.0464 +/- acre tract according to a release plat for Fairington Place Condominiums by Travis Pruitt & Associates dated 10/02/06 and being more particularly described as follows:

Commence from a point which is the southeasterly corner of said tract and which is north 03 degrees 32 minutes 30 seconds west 56.83 feet from the intersection of Land Lots 74 and 75 and run thence north 89 degrees 02 minutes 31 seconds west 1049.87 feet to a point on the easterly right of way of Fairington Parkway (varying r/w); run thence along said right of way the following courses and distances: north 04 degrees 46 minutes 19 seconds east 104.73 feet; north 02 degrees 44 minutes 06 seconds east 51.97 feet; thence north 00 degrees 59 minutes 15 seconds west 55.93 feet; thence leaving said right of way

run south 89 degrees 02 minutes 31 seconds east 530.02 feet; thence north 61 degrees 41 minutes 42 seconds east 226.87 feet; thence south 89 degrees 31 minutes 07 seconds east 284.26 feet; thence south 03 degrees 32 minutes 30 seconds east 326.69 feet to the Point of Beginning.

FURTHER LESS AND EXCEPT from the above described property that portion of the property conveyed by that certain Limited Warranty Deed from Pinewood Limited, a Georgia limited liability company to Atlanta MF Owner 3 LLC, a Delaware limited liability company, dated July 10, 2008, filed for record July 15, 2008 at 1:01 p.m., recorded in Deed Book 20941, Page 488, aforesaid Records.

NOTE: Said property is approximately 148 x 70 x 123 which runs along the northerly boundary of secured property contained in that certain Construction Deed to Secure Debt and Security Agreement from Dozier Development Co., LLC to SunTrust Bank, dated April 23, 2008, filed for record May 28, 2008 at 5:00 p.m., recorded in Deed Book 20844, Page 617, aforesaid Records.



SHERMAN & PHALEN, LLC
1165 Northchase Parkway SE, Suite 450
Marietta, GA 30067
p 770.579.0109
f 770.788-8336

2019 Fee Schedule: Georgia Residential Closings

Title Charges for Georgia Closings:

Title – Settlement Fee: \$645.00
Title – Examination Fee: \$150.00
Title – Closing Protection Letter: \$45.00 - \$50.00
Title – Lender’s Title Insurance: See rate calculator below
Title – Owner’s Title Insurance: See rate calculator below

Rate Calculator – Please use the below link to find rate calculators for Chicago Title, First American Title, and Old Republic Title. Insert the sales price and loan amount. We recommend that you select the enhanced owner’s policy.

<http://closingattorneyga.com/title-calculators/>

Estimated Recording Charges: \$70.00

Warranty Deed and Security Deed recordings: \$10.00 of the 1st page and \$2.00 for each additional page of the document.

Transfer Tax: \$1.00 per thousand of the sales price
Intangible Tax: \$3.00 per thousand of the loan amount

Second Mortgage

Second mortgage attorney fee: \$250.00

Miscellaneous Buyer Charges (if applicable):

Power of Attorney: \$75.00
Additional Deed: \$75.00 plus recording costs
Redraw Fee: \$200.00; in the event the closing package must be redrawn

Please note that additional settlement and title fees may apply to commercial property.

City of Stonecrest

BROKER REGISTRATION LETTER

TO: Danielle Foreman
John Dixon & Associates
200 Cobb Parkway North, Suite 120
Marietta, Georgia 30062

SUBJECT
PROPERTY:

MULTI-SELLER!

AUCTION DATE: Wednesday, August 21, 2:00 P.M., Marietta, GA

I, ROBERT E. SCOTT, being a licensed GA (state) broker, license number 179390
with the firm of T. DALLAS SMITH & COMPANY, LLC, wish to register
THE CITY OF STONECREST, GEORGIA to purchase the property(s) indicated below:

My client will be bidding Live at the auction or Online

PROPERTY NUMBER(S)
5122

I acknowledge that I am familiar with the broker participation terms and plan applicable to this auction.

Robert E. Scott
Broker's Signature

\$10,000
OPENING BID

ROBERT E. SCOTT
Print Broker's Name

08/20/2019
Today's Date

101 MARLETTA ST, SUITE 2350
Print Broker's Address/Phone

ATLANTA, GA 30305, (404) 525-2212

ROBERT@TDALLASSMITH.COM
Print Broker's Email Address

(404) 279-8257

David W. Fay
Prospective Purchaser's Signature

8-20-19
Today's Date

BROKER PARTICIPATION PLAN

The Broker Participation Plan is solely between the registered broker and John Dixon & Associates.

A 2% commission of the high bid before adding buyer's premium will be paid to any qualified (state) licensed real estate broker whose prospect is the successful bidder at the auction and closes on the property. To qualify for a commission, the broker must first register the prospect by email or fax the prospect's name and address on John Dixon & Associates' broker registration form. The registration must include the signature of the prospective purchaser, the signature of the broker and the broker's real estate license number. The registration must be received at 200 Cobb Parkway North, Suite 120, Marietta, GA 30062-3585, Attention: Danielle Foreman at closing@johndixon.com, no later than 4:00 p.m. on the day preceding the auction. Broker registration may be faxed to 770.425.4413 UNDER NO CIRCUMSTANCES WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION. In addition, to qualify for a commission, the broker must attend the auction with the prospect. Commissions will be paid only if property closes. A commission on a property will be paid only to the first broker registering a prospect.
A BROKER CANNOT ACT AS A PRINCIPAL AND BROKER ON THE SAME TRANSACTION. NO BROKER WILL BE ELIGIBLE TO EARN OR BE PAID A COMMISSION FOR REPRESENTING HIMSELF OR HERSELF.

FOR JDA'S INTERNAL USE ONLY

Date Received: _____ Time Received: _____

Certificate Of Completion

Envelope Id: 37E362F96BD64F17B84276216B8DEEA4
 Subject: Please DocuSign Contract for Property: 5122
 Source Envelope:
 Document Pages: 12
 Certificate Pages: 2
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
 John Dixon & Associates
 200 Cobb Parkway North
 Suite 120
 Marietta, GA 30062
 closing@johndixon.com
 IP Address: 64.238.100.130

Record Tracking

Status: Original
 8/21/2019 5:36:05 PM
 Holder: John Dixon & Associates
 closing@johndixon.com
 Location: DocuSign

Signer Events

insert signers name
 mvphares@gmail.com
 Security Level: Email, Account Authentication
 (None)

Signature

Timestamp

Sent: 8/21/2019 5:37:48 PM
 Resent: 8/22/2019 1:48:12 PM
 Resent: 8/22/2019 4:05:56 PM
 Resent: 8/27/2019 9:22:55 AM
 Resent: 8/27/2019 10:03:15 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

KJ Otis
 kj@johndixon.com
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Robert Scott
 robert@tdallasmith.com
 Security Level: Email, Account Authentication
 (None)



Sent: 8/27/2019 10:03:14 AM
 Viewed: 8/27/2019 11:34:49 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/27/2019 10:03:15 AM

Payment Events	Status	Timestamps
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In Progress