



DeKalb County Government

Manuel J. Maloof Center
1300 Commerce Drive
Decatur, Georgia 30030

Agenda Item

File ID: 2020-0335

Substitute

3/10/2020

Public Hearing: YES NO
Office

Department: Executive Assistant - Chief Operating

SUBJECT:

Commission District(s): Districts 2 & 6

Authorize the exchange of the Dresden Tag Office site, located at 1358 Dresden Drive, Brookhaven, Georgia for the property located at 3653 Clairmont Road, Chamblee, Georgia which includes a building that will be renovated prior to the exchange so it can serve as the new North Tag Office.

Information Contact: Zachary L. Williams, Chief Operating Officer

Phone Number: 404-371-2174

PURPOSE:

To consider exchanging the Dresden Tag Office site at 1358 Dresden Drive, Brookhaven, Georgia for 3653 Clairmont Road, Chamblee, Georgia.

NEED/IMPACT:

The Real Estate Exchange Agreement outlines the terms of agreement whereby Upper Valley Acquisitions, LLC will renovate the property located at 3653 Clairmont Road, Chamblee, Georgia and then the County will exchange the Dresden Tag Office located at 1358 Dresden Drive, Brookhaven, Georgia for the proposed new Tag Office at 3653 Clairmont Road, Chamblee, Georgia.

Pursuant to O.C.G.A. § 36-9-3, the County will be required to publish notice of the proposed exchange of real property in the Champion Newspaper once a week for four weeks within the six weeks preceding the closing of the transaction.

FISCAL IMPACT:

At this time, there is no cost to exchange real property.

RECOMMENDATION:

(1) Adopt the attached Real Estate Exchange Agreement, dated February 27, 2020 in substantially final form; (2) authorize the Chief Executive Officer to execute the Real Estate Exchange Agreement in a form acceptable to the County Attorney or her designee; and (3) authorize the exchange and closing of this transaction and (4) authorize the Chief Executive Officer to execute all necessary documents in connection with completing this real estate transaction.

REAL ESTATE EXCHANGE AGREEMENT

THIS REAL ESTATE EXCHANGE AGREEMENT, is made as of the _____ day of March, 2020, by and between UPPER VALLEY ACQUISITIONS, LLC, a Georgia limited liability company (“UVA”), whose mailing address is 5080 Peachtree Blvd, Suite 210, Chamblee, Georgia 30341, and DEKALB COUNTY, GEORGIA, a political subdivision of the State of Georgia (the “DeKalb County”), whose mailing address is 1300 Commerce Drive, Decatur, Georgia 30030.

WITNESSETH

WHEREAS, DeKalb County owns a +/-0.563 acre lot, tract or parcel of real estate property located in Land Lot 238 of the 18th District of DeKalb County, Georgia, being Tax Parcel 18 238 01 014 and having a street address of 1358 Dresden Drive, Brookhaven, Georgia and more particularly described or depicted on Exhibit “A” attached hereto, together with all rights, ways, easements, reservations, permits, approvals and privileges appurtenant, belonging, remaining or otherwise appertaining thereto, and together with all buildings, structures and other improvements, including, without limitation, that +/-3,387 sq. ft. building (the “County Building”) located thereon and all fixtures attached or affixed, actually or constructively, thereto or to any such buildings, structures or other improvements, all of which is more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (all of which is herein collectively called the “County Property”); and

WHEREAS, the County Property is used by the DeKalb County Tax Commissioner as a tag office (the County Property is also referred to herein as the “Existing Tag Office”); and

WHEREAS, UVA has placed under contract (the “Clairmont P&S Agreement”) for acquisition of that certain +/-1.14 acre lot, tract or parcel of real estate property owned by 3631 Clairmont, LLC, a Georgia limited liability company located in Land Lot 244 of the 18th District of DeKalb County, Georgia, being Tax Parcel 18 244 04 012 and having a street address of 3653 Clairmont Road, Atlanta, Georgia, and more particularly described or depicted on Exhibit “B” attached hereto, together with all rights, ways, easements, reservations, permits, approvals and privileges appurtenant, belonging, remaining or otherwise appertaining thereto, and together with all buildings, structures and other improvements, including, without limitation, that +/-11,432 sq. ft. building (the “UVA Building”) located thereon and all fixtures attached or affixed, actually or constructively, thereto or to any such buildings, structures or other improvements, all of which is more particularly described on Exhibit “B” attached hereto and by this reference made a part hereof (all of which is herein collectively called the “UVA Property”); and

WHEREAS, UVA desires to acquire and redevelop the County Property; and

WHEREAS, DeKalb County desires to relocate the Existing Tag Office to the UVA Property (the “Tag Office Project”), subject to UVA’s acquisition and renovation of the UVA Building in accordance with the Required Improvements (as hereinafter defined); and

WHEREAS, upon the request of UVA, on March _____, 2020, the DeKalb County Governing Authority approved an agenda item attached hereto as Exhibit C and by this reference incorporated herein

expressing its willingness to exchange the County Property for the UVA Property to facilitate the relocation of the Existing Tag Office and the redevelopment of the County Property (the "Exchange"); and

WHEREAS, the value of the UVA Property to be received by DeKalb County in the Exchange has an appraised value of \$1,450,000.00 as stated in that certain Appraisal Report, prepared by CBRE Valuation and Advisory Services for SSP Dresden, LLC and DeKalb County as clients, dated January 31, 2020;

WHEREAS, the value of the County Property to be received by UVA in the Exchange has an appraised value of \$1,425,000.00 as stated in that certain Appraisal Report, prepared by John W. Cherry, MAI, CRE, State of Georgia No. CG-1233 and Michael L. Akin, State of Georgia No. CG-264674, for the firm of CBRE - Valuation & Advisory Services, for David Asbell, AIA, dated December 30, 2019; and

WHEREAS, the proposed Exchange serves the best interest of the public; and

WHEREAS, prior to Closing, and in compliance with the requirements of O.C.G.A. § 36-9-3(a)(3)(D), a notice of the Exchange shall be published in The Champion, once weekly for four (4) weeks within six (6) weeks prior to the Closing of the Exchange; and

WHEREAS, the Chief Executive Officer of DeKalb County or his designated representative has been authorized by the DeKalb County Governing Authority to accept delivery of a limited warranty deed for the UVA Property, and to tender delivery of a limited warranty deed for the County Property and to execute such other documents as are necessary to consummate the Exchange;

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by DeKalb County and UVA s, the parties hereby agree as follows:

1. County Property.

(a) DeKalb County Conveyance. Simultaneously with and in exchange for the UVA Property, DeKalb County hereby agrees to convey to UVA the County Property, free and clear of all mortgages, security deeds, other security instruments, liens, encumbrances and restrictions (including condemnation proceedings) of any kind and nature other than the following "DeKalb County Permitted Title Exceptions": (i) zoning ordinances affecting County Property, (ii) general utility easements of record, and (iii) the matters listed on Exhibit "D" hereto (the "County Permitted Encumbrances").

(b) AS IS, WHERE IS. The County Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the Date of this Agreement and of Closing (as hereinafter defined). Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by DeKalb County or employee, staff member, commissioner, officer, legal representative, agent person, firm, agent or representative acting or purporting to act on behalf of DeKalb County as to the condition of the County Property or the value, or income potential thereof or as to the ability to have the County Property rezoned from its current zoning designation to any other zoning designation, or as to any other fact or condition which has or might affect the County Property or the condition, value, or income potential of the County Property or any portion thereof. The parties agree that all

understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. To the extent that DeKalb County has provided to UVA information from any inspection, engineering or environmental reports concerning harmful or toxic substances, DeKalb County makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. UVA acknowledges that UVA has sole responsibility to inspect fully the County Property and investigate all matters relevant thereto and UVA shall rely solely upon the results of UVA's own inspections or other information obtained or otherwise available to UVA, rather than any information that they may have been provided by DeKalb County to UVA.

(c) Title. UVA has approved Dekalb County's title to the County Property and approved the County Permitted Encumbrances, Dekalb County shall not encumber or change the title to the County Property during the term of this Agreement without the prior written consent of UVA. DeKalb County shall at or prior to Closing, pay all taxes and assessments which constitute a lien against the County Property (other than those not then due and payable) and pay all indebtedness secured by the County Property and obtain cancellations of all loan instruments affecting the County Property.

(d) Title to County Property. DeKalb County shall at or prior to Closing, pay any and all taxes and assessments which constitute a lien against the County Property (other than those not then due and payable) and pay all indebtedness secured by the County Property and obtain cancellations of all loan instruments affecting the County Property.

(e) Closing and Conveyance of the County Property. DeKalb County shall convey to UVA or its Assignee (as hereinafter defined) , by limited warranty deed in form and substance substantially similar to Exhibit "E" attached hereto and by this reference incorporated herein, good and marketable fee simple title, insurable as such by a title insurance company licensed to do business in the State of Georgia, subject only to (i) ad valorem taxes and assessments not then due and payable, (ii) zoning ordinances affecting the County Property, (iii) general utility easements of record servicing the County Property, (iv) all restrictive covenants of record, (v) a restrictive covenant to be stated in the limited warranty deed prohibiting the abatement of ad valorem taxes due and payable for the land or any improvements constructed on the County Property, and restricts the ability to convey the property to another governmental or quasi-governmental entity, and (vi) such other exceptions to title as UVA shall have approved.

(f) Closing Costs and Prorations. UVA shall be responsible for paying DeKalb County's legal fees, and due diligence and closing costs in connection with the transaction contemplated by this Agreement, including without limitation the cost of title insurance, environmental reports, and appraisals. No proration shall be made as the parties hereby acknowledge and agree that the County Property is exempt for all ad valorem taxes and special assessments.

(g) Possession of County Property. DeKalb County shall deliver possession of the County Property to UVA or its Assignee at the time of Closing.

(h) Survey. UVA has obtained a survey from a Georgia Registered Land Surveyor certified to DeKalb County and UVA, showing the County Property to be conveyed under this Agreement and has provided a copy thereof to DeKalb County and their legal counsel. The survey forms the basis of the legal description to be used for the conveyance of the County Property.

(i) Inspection. During the term hereof UVA shall have the right to enter upon the County Property, by appointment during working hours or other times reasonably approved by DeKalb County, for the purpose of performing surveys, soil tests, asbestos investigations, and Phase I Environmental Studies or other reasonable investigations of the County Property. UVA shall indemnify DeKalb County with regard to any claim or liability arising out of the actions of UVA or its agents or contractors and UVA shall not permit any liens to attach to the County Property by reason of the actions of UVA or its agents or contractors.

2. UVA Property.

(a) UVA Conveyance. Simultaneously with and in exchange for the County Property, UVA hereby agrees to deliver to DeKalb County the UVA Property, free and clear of all mortgages, security deeds, other security instruments, liens, encumbrances and restrictions (including condemnation proceedings) of any kind and nature other than the following "Dedication Permitted Title Exceptions": (i) zoning ordinances affecting UVA Property, (ii) general utility easements of record, and (iii) such other exceptions to title as DeKalb County shall have approved.

(b) AS IS, WHERE IS. The UVA Property is being sold in an "AS IS" condition and "WITH ALL FAULTS" as of the Date of this Agreement and of Closing (as hereinafter defined). Except as expressly set forth in this Agreement, no representations or warranties have been made or are made and no responsibility has been or is assumed by UVA or any employee, staff member, officer, legal representative, agent person, firm, agent or representative acting or purporting to act on behalf of UVA as to the condition of the UVA Property or the value, or as to any other fact or condition which has or might affect the UVA Property or the condition, or value of the UVA Property or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. To the extent that UVA has provided to DeKalb County information from any inspection, engineering or environmental reports concerning harmful or toxic substances, UVA makes no representations or warranties with respect to the accuracy or completeness, methodology of preparation or otherwise concerning the contents of such reports. DeKalb County acknowledges that DeKalb County has sole responsibility to inspect fully the UVA Property and investigate all matters relevant thereto and DeKalb County shall rely solely upon the results of DeKalb County's own inspections or other information obtained or otherwise available to DeKalb County, rather than any information that may have been provided by UVA to DeKalb County.

(c) Objections to Title. DeKalb County has approved title to the UVA Property as set forth on the Title commitment attached hereto as Exhibit "F" (the "Commitment") subject to ("I") satisfaction by UVA of all requirements set forth in Schedule B-1 to the Commitment and (ii) the marking and delivery to DeKalb County at closing of a Title Commitment marked as shown on Exhibit "F-1" hereto. UVA shall not

permit the owner of the UVA Property to encumber or change the title to the UVA Property during the term of this Agreement without the prior written consent of DeKalb County unless and until such matters are removed at closing. UVA shall at or prior to Closing, pay all taxes and assessments which constitute a lien against the UVA Property (other than those not then due and payable) and pay all indebtedness secured by the UVA Property and obtain cancellations of all loan instruments affecting the UVA Property.

(d) Title Policy. UVA shall cause to be issued in favor of DeKalb County a title policy insuring title to the UVA Property, subject only to (i) ad valorem taxes and assessments not then due and payable, (ii) zoning ordinances affecting the UVA Property, and (iii) general utility easements of record servicing the UVA Property and the matters shown on Schedule B-2 of Exhibit "F-1" hereto. UVA shall at or prior to Closing, pay all taxes and assessments which constitute a lien against the UVA Property (other than those not then due and payable) and pay all indebtedness secured by the UVA Property and obtain cancellations of all loan instruments affecting the UVA Property.

(e) Closing and Conveyance of the UVA Property. UVA shall deliver a limited warranty deed conveying to DeKalb County, good and marketable fee simple title, insurable as such by a title insurance company licensed to do business in the State of Georgia, subject only to (i) ad valorem taxes and assessments not then due and payable, (ii) zoning ordinances affecting the UVA Property, and (iii) general utility easements of record servicing the UVA Property and any other matters approved by DeKalb County as set forth above. Additionally, UVA shall deliver to DeKalb County at closing an assignment of all transferrable warranties for the UVA Property and improvements thereon, including, without limitation, all warranties for the roof, HVAC System, water heaters, mechanical systems, and for work completed in connection with the UVA Building Renovations (as hereinafter defined).

(f) Closing Costs and Prorations. UVA shall pay any title clearance documentation required to convey title pursuant to Paragraph (d) hereof, and all other closing costs including without limitation the cost of title insurance in favor of DeKalb County. UVA shall be responsible for paying its prorated share of the ad valorem taxes due and payable for the year in which the Closing occurs, and all final sanitation, water and sewer and other utility bills for the UVA Property. Additionally, UVA agrees to have all utilities servicing the UVA Property transferred to County on or before the Closing.

(g) Possession of UVA Property. UVA shall deliver possession of the UVA Property to DeKalb County at the time of Closing.

(h) Survey. UVA has obtained a survey from a Georgia Registered Land Surveyor certified to UVA and DeKalb County, showing the UVA Property to be conveyed under this Agreement and has provided said survey to DeKalb County and their legal counsel. The survey forms the basis of the legal description to be used for the conveyance of the UVA Property.

(i) Inspection. Commencing on the date hereof and continuing as long as this Agreement shall remain in force, DeKalb County shall have the right to go on the UVA Property through agents, employees and contractors for the purpose of making boundary line and topographical surveys of same, soil tests, environmental tests or assessments, hydrological tests, boring and percolation tests, building inspections and renovation construction inspections and such other tests, analyses and investigations of the UVA Property as DeKalb County deems desirable. Any such inspections shall be done so as to impose no liability

upon the owner of the UVA Property or UVA and Dekalb County shall remove any liens created by its actions. Inspections shall be done by appointment with UVA and in such a manner as to not disrupt and renovation being done to the UVA Property as required herein. Notwithstanding the foregoing, UVA has delivered to DeKalb County the reports and due diligence items set forth in Schedule "II" attached hereto and by this reference incorporated herein (the "UVA Building Reports"). DeKalb County has reviewed the UVA Building Reports and deem them satisfactory as of the date of this Agreement, provided, however, DeKalb County shall have the right to require UVA to obtain an update of the UVA Building Reports as it deems necessary on or prior to Closing. .

3. Declaration of Value. The parties hereto hereby acknowledge and agree as follows:

- a. Based upon that certain Appraisal Report, prepared by John W. Cherry, MAI, CRE, State of Georgia No. CG-1233 and Michael L. Akin, State of Georgia No. CG-264674, for the firm of CBRE - Valuation & Advisory Services, for David Asbell, AIA, dated December 30, 2019, the County Property has a fair market value of \$1,425,000.00; and
- b. Based upon that certain Appraisal Report, prepared by CBRE, Inc. for SSP Dresden, LLC and DeKalb County, as clients, dated January 31, 2020, the UVA Property has a fair market value of \$1,450,000.00.

4. Contingencies. Notwithstanding anything herein to the contrary, DeKalb County's obligation to consummate the Exchange shall be contingent on the following:

- a. UVA's acquisition of the UVA Property;
- b. UVA completing the renovations to the UVA Building in accordance with the terms and conditions set forth in Schedule "I" attached hereto and by this reference incorporated herein (the "UVA Building Renovations"), subject to final inspection and acceptance of the UVA Building Renovations by DeKalb County; and
- c. The termination or expiration of the existing billboard lease encumbering the UVA Property, and the removal of the billboard sign and all equipment associated therewith currently located on the UVA Property prior to Closing.

5. Closing. The consummation of this Agreement (the "Closing") shall occur on or before twenty (20) days after the satisfaction of the contingencies set forth in Paragraph 4, but in no event after March 1, 2021. UVA shall notify Dekalb County of the anticipated date for completion forty (40) days in advance and shall cooperate with Dekalb County to allow walk-throughs, punch-lists and coordination on completion. The Closing of the Exchange shall occur simultaneously, and shall take place at the offices of Martin, Bagwell & Luke, P.C., located at 400 Northridge Road, Suite 1225, Atlanta, GA 30350 at 11:00 a.m. local time, or at such other time and place as may be agreed upon in writing by both DeKalb County and UVA. All funds to be paid at Closing shall be wired to Martin, Bagwell & Luke, P.C.'s trust account by 10:00 a.m. on the date of the Closing.

6. Notices. All notices, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and should be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postpaid or registered or certified with return receipt requested or sent by overnight mail by a national recognized overnight mail carrier, provided, however, the time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the following:

UVA: Upper Valley Acquisitions, LLC
Attention: J.R. Connolly
5080 Peachtree Blvd, Suite 210,
Chamblee, Georgia 30341
Phone: 770-277-8000
Email: jrconnolly@connollyrealty.com

With a copy to: Martin Bagwell Luke, P.C.
Attention: Marshall Martin, Esq.
400 Northridge Road, Suite 1225
Atlanta, Georgia 30350
Telephone: 404-467-5877
Facsimile: 678-218-0396
Email: MMartin@mblawfirm.com

DeKalb County: DeKalb County
Attention: Chief Executive Officer
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With a copy to: DeKalb County
Attention: Chief Operating Officer.
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030
Telephone: 404-371-2174

Legal Counsel to DeKalb County: Battle Law, P.C.
Attention: Michele Battle, Esq.
One West Court Square, Suite 750
Decatur, Georgia 30030
Phone: 404-601-7616
Email: mlb@battlelawpc.com

With a copy to: County Attorney
DeKalb County Law Department
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
Telephone: 404-371-3011

7. Brokerage Commissions. Each party hereto represents to each other party hereto that it has not engaged any broker or agent in connection with this Agreement.

8. Miscellaneous.

(a) Time is of the essence of this Agreement.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia and should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia.

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

(d) Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

(e) This Agreement shall survive the Closing and shall not be merged into any of the documents executed at closing.

(f) This Agreement, nor any right, title or interest in this Agreement, shall not be assigned by UVA to any entity or person without the prior written consent of DeKalb County. Notwithstanding the foregoing, UVA shall have the right to assign this Agreement to SSP Dresden, LLC, or to an affiliated entity of UVA or SSP Dresden LLC, provided that UVA delivers to DeKalb County a copy of the fully executed assignment of the Clairmont P&S Agreement to such entity. If DeKalb County consents to any such assignment or transfer, then UVA binds itself, its partners, successors and assigns to all obligations, liabilities, representations, warranties and/or covenants set forth in this Agreement. Nothing contained in this Agreement shall create, nor be interpreted to create privity, or any other relationship whatsoever, between DeKalb County and any person, or entity or than UVA.

(g) No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of DeKalb County contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a governing body, officer, or employee, as such, in his\her individual capacity, past, present, or future, of DeKalb County, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that, as to DeKalb County, this Agreement is solely a

corporate obligation of DeKalb County payable only from the funds and assets of DeKalb County herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a governing body, officer, or employee, as such, past, present, or future, of DeKalb County, and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a governing body, officers, and employees of DeKalb County under the provisions contained in this Section shall survive the Closing and the expiration and/or termination of this Agreement.

(h) This Agreement shall apply to and inure to the benefit of and be binding upon and enforceable against DeKalb County and UVA.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal this ____ day of March, 2020.

UVA:

UPPER VALLEY ACQUISITIONS, LLC

By: _____

Printed Name: _____

Title: _____

Signatures continued on the next page

ATTEST:

Barbara Sanders-Norwood, CCC
Clerk to the Board of Commissioners and Chief
Executive Officer of DeKalb County, Georgia

DEKALB COUNTY:

DEKALB COUNTY, GEORGIA

By: _____ (DIR)
Michael Thurmond
Chief Executive Officer

APPROVED AS TO SUBSTANCE

By: _____
Zachary Williams
Chief Operating Officer

APPROVED AS TO FORM

BATTLE LAW, P.C., Outside Counsel

By: _____
Michèle L. Battle, Esq.

January 24, 2020

Exhibit A to Exchange Agreement

County Property Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 238 of the 18th District of DeKalb County, Georgia, and more particularly described as follows:

BEGINNING on the northwestern side of Dresden Drive, formerly Fernwood Road, and Candler Road at a point located one hundred sixty-five (165) feet northeasterly as measured along the northwestern side of Dresden Drive from the intersection of the northwestern side of Dresden Drive and the northeastern side of Parkside Drive, formerly Fernwood Drive; running thence northeastern one hundred (100) feet along the northwestern side of Dresden Drive to an iron pin on the northwestern boundary line of John H. Lynch Subdivision; thence running northeasterly two hundred seventy (270) feet along the northwestern boundary of said Subdivision to an iron pin; thence running southwesterly one hundred fifty-five and five tenths (155.5) feet to an iron pin; thence running southerly one hundred eighty nine (189) feet to the northwestern side of Dresden Road at the point of beginning; being known as Lot 12 of Fernwood Estates, according to plat of survey of property of W. B. Teague by B.J. Goble, Jr., Surveyor, dated April 21, 1959.

Exhibit B to Exchange Agreement

UVA Property Legal Description

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 244 OF THE 18TH DISTRICT, DEKALB COUNTY SAID PROPERTY BEING LOTS 6 AND 7 OF SOUTHLAND HEIGHTS SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR SET ON THE EASTERLY RIGHT-OF-WAY OF CLAIRMONT ROAD (R/W VARIES) SAID REBAR SET BEING 273.54 FEET NORTHEAST TO THE NORTHWEST RIGHT-OF-WAY OF DRESDEN DRIVE (R.W VARIES); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF CLAIRMONT ROAD AND RUNNING NORTH 00 DEGREES 02 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 129.91 FEET TO A REBAR SET; THENCE LEAVING SAID RIGHT-OF-WAY OF CLAIRMONT ROAD AND RUNNING SOUTH 89 DEGREES 03 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 383.33 FEET TO A REBAR SET; THENCE RUNNING SOUTH 02 DEGREES 28 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 129.54 FEET TO A REBAR SET; THENCE RUNNING NORTH 88 DEGREES 56 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 194.51 FEET TO A 1/2 INCH REBAR FOUND, THENCE RUNNING NORTH 89 DEGREES 21 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 194.49 FEET TO A REBAR SET ON THE EASTERLY RIGHT-OF-WAY OF CLAIRMONT ROAD (R/W VARIES) AND THE POINT OF BEGINNING SAID TRACT BEING IMPROVED PROPERTY CONTAINING 1.146± ACRES OR 49,914± SQUARE FEET.

THE PROPERTY DESCRIBED HEREON IS THE SAME PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-853524-ATL DATED OCTOBER 24, 2017 AND AS DESCRIBED IN QUITCLAIM DEED BOOK 26566 PAGES 404-406 DEKALB COUNTY, GEORGIA RECORDS.

Exhibit D to Exchange Agreement

1. Real Estate Ad Valorem taxes for the year 2020 and subsequent years, a lien not yet due.
2. Federal Restriction of Sale of Property dated April 10, 1962 for Auxiliary Health Center, recorded April 11, 1962 in Deed Book 1657, Page 59, DeKalb County, Georgia records.
3. State Restriction of Sale of Property dated April 10, 1962 for Auxiliary Health Center, recorded April 11, 1962 in Deed Book 1657, Page 60, DeKalb County, Georgia records.

Exhibit E to Exchange Agreement

Form of Limited Warranty Deed

After recording, return to:

Michele L. Battle, Esq.
Battle Law, P.C.
One West Court Square, Suite 750
Decatur, GA 30030

LIMITED WARRANTY DEED

THIS INDENTURE, made and entered into this ____ day of _____, 202__ by and between **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "Grantor"), and **UPPER VALLEY ACQUISITIONS, LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee").

WITNESSETH:

Grantor and Grantee have entered into that certain Land Bank Agreement dated July 1, 2015, providing for the conveyance of the Property by Grantor to the Grantee, and this deed is executed pursuant to and in accordance with the provisions of the Land Banking Agreement.

Grantor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto the Grantee all that tract or parcel of land lying and being in Land Lot 112 of the 14th District of Fulton County, Georgia being more particularly described on **Exhibit "A"**, which Exhibit is incorporated herein, together with any and all fixtures, equipment, and improvements located thereon (herein referred to as the "Property").

TO HAVE AND TO HOLD the Property, 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 the Grantee forever in FEE SIMPLE, subject only to the matters (hereinafter referred to as "Permitted

Encumbrances”) set out in the attached Exhibit “B” which appendix is incorporated herein.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto the Grantee against the claims of all persons owning, holding, or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

FURTHERMORE, by the acceptance of the delivery of this Deed the Property is being conveyed in an “AS IS” condition and “WITH ALL FAULTS” as of the date of this Deed. No representations or warranties have been made or are made and no responsibility has been or is assumed by DeKalb County or by any partner, official, officer, person, firm, agent or representative acting or purporting to act on behalf of DeKalb County as to the condition of the Property or the value, or income potential thereof, or as to any other fact or condition which has or might affect the Property or the condition, value, or income potential of the Property or any portion thereof.

PURSUANT TO the terms and conditions of that certain Real Estate Exchange Agreement dated March __, 2020 by and between Grantor and Grantee, the conveyance effectuated by this Deed is subject to the following restrictive covenants:

1. Grantee, and its successors and/or assigns, are and shall be prohibited from receiving any form of real property tax abatement which reduces, eliminates or defers the payment of real property ad valorem taxes due and payable for the Property, or any portion thereof; and

2. The Property shall not be conveyed to any other governmental or quasi-governmental entity without the prior written consent of Grantor, in its sole discretion.

THIS DEED WAS AUTHORIZED by Ordinance, adopted by the DeKalb County Board of Commissioners on _____, 202_, and approved by the Chief Executive Officer on _____, 20__. Said Ordinance is attached hereto as Exhibit “C” and made a part hereof.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, sealed and delivered by its duly authorized officer on the date above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My commission expires: _____

(Notary Seal)

GRANTOR:

DEKALB COUNTY, GEORGIA

By: _____ (DIR)
Michael L. Thurmond
Chief Executive Officer

ATTEST:

Barbara Sanders-Norwood, CCC
Clerk to the Board of Commissioners and
Chief Executive Officer of DeKalb County,
Georgia

EXHIBIT A TO LIMITED WARRANTY DEED

VESTING DEED LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 238 of the 18th District of DeKalb County, Georgia, and more particularly described as follows:

BEGINNING on the northwestern side of Dresden Drive, formerly Fernwood Road, and Candler Road at a point located one hundred sixty-five (165) feet northeasterly as measured along the northwestern side of Dresden Drive from the intersection of the northwestern side of Dresden Drive and the northeastern side of Parkside Drive, formerly Fernwood Drive; running thence northeastern one hundred (100) feet along the northwestern side of Dresden Drive to an iron pin on the northwestern boundary line of John H. Lynch Subdivision; thence running northeasterly two hundred seventy (270) feet along the northwestern boundary of said Subdivision to an iron pin; thence running southwesterly one hundred fifty-five and five tenths (155.5) feet to an iron pin; thence running southerly one hundred eighty nine (189) feet to the northwestern side of Dresden Road at the point of beginning; being known as Lot 12 of Fernwood Estates, according to plat of survey of property of W. B. Teague by B.J. Goble, Jr., Surveyor, dated April 21, 1959.

Exhibit F to Exchange Agreement

UVA Title Commitment

FIRST AMERICAN TITLE INSURANCE COMPANY

SCHEDULE A

Agent's File No. **11071.24 (3653 Clairmont)**

1. Commitment Date: **January 14, 2020**
2. Policy (or Policies) to be issued:
 - (a) Owners Policy (Identify policy type below)
ALTA Owner's Policy (6-17-2006)
Proposed Insured: Upper Valley Acquisitions, LLC, a Georgia limited liability company
Policy Amount: **\$TBD**
 - (b) Loan Policy (Identify policy type below)
ALTA Loan Policy (6-17-2006)
Proposed Insured: **TBD**
Policy Amount: **\$TBD**
3. A **Fee Simple** interest in the land described in this Commitment is owned, at the Commitment Date, by:

3631 Clairmont, LLC, a Georgia limited liability company
4. The land referred to in this Commitment is described as follows:

All that tract or parcel of land lying and being in Land Lot 244 of the 18th District, DeKalb County, Georgia and being more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof

**SOUTHEASTERN TITLE AND ESCROW
COMPANY, LLC
400 Northridge Road
Suite 1225
Atlanta, Georgia 30350
404-467-5877**

By: _____
J. Marshall Martin III, as Manager

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS OR ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

**FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B – SECTION I
REQUIREMENTS**

Agent's File No: **11071.24 (3653 Clairmont)**

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
 - a. **Limited Warranty Deed from 3631 Clairmont, LLC to Upper Valley Acquisitions, LLC;**
 - b. **Deed to Secure Debt and Security Agreement from Upper Valley Acquisitions, LLC to TBD;**
 - c. **Assignment of Leases and Rents from Upper Valley Acquisitions, LLC to TBD;**
 - d. **Limited Warranty Deed from Upper Valley Acquisitions, LLC to Dekalb County, Georgia, a political subdivision of the State of Georgia.**
6. Receipt of satisfactory proof of payment of all transfer tax and intangibles taxes for the conveyance and financing of the subject property.
7. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
8. Receipt of satisfactory proof in affidavit form establishing who is in possession of subject property.
9. Receipt of proof satisfactory to us that no improvements or repairs were made on the property within 90 days preceding the filing for record of the instrument required above; or in the event such improvements or repairs were made, that they have been completed and all costs incurred in connection therewith, including architect's fees, if any, have been paid.

**FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B – SECTION I
REQUIREMENTS- continued**

Agent's File No: **11071.24 (3653 Clairmont)**

10. Receipt of a current accurate survey and surveyor's inspection report on subject property.
11. Receipt of organizational documents of Sellers and Purchaser, including, Articles of Organization, Operating Agreement, Certificate of Existence and Company Resolution.
12. Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of subject property as of the effective date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against subject property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.
13. The Company must be furnished with satisfactory proof in affidavit form from both the Seller and from the Purchaser (i) that no Broker's services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the subject commercial real estate and (ii) that no notice(s) of lien for any such services has been received. In the event that said affidavit(s) contain any qualification with respect to any such services, proof of payment in full for all such services, together with a lien waiver or estoppel letter from such identified Broker(s) must be obtained.

NOTE: Where the possibility of a right to file a Broker's Lien(s) is determined and no lien waiver(s) nor Estoppel Letter(s) is furnished to the Company, an exception as follows will be taken in the final policy.

14. Payment, satisfaction and cancellation of the following:

Payment of any outstanding water or sewer bills with the City of Chamblee and the County of DeKalb

**FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II
EXCEPTIONS**

Agent's File No: **11071.24 (3653 Clairmont)**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taking authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.
6. Rights of upper, lower and adjacent riparian owners in and to the waters of any stream, creek or branch and the natural flow thereof, free from diminution or pollution.
7. No insurance is afforded hereby as to the engineering calculations in computing the exact acreage of the property, but the policy shall insure the location of the boundary lines of the property.
8. Rights of Tenants, as Tenants only under unrecorded leases.
9. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C.A. Section 499a, et.seq.), or the Poultry and Stockyards Act (7 U.S.C.A. Section 1281 et.seq.) or under similar State laws.

**FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II
EXCEPTIONS (CONTINUED)**

Agent's File No: **11071.24 (3653 Clairmont)**

10. Easements as conveyed in Right of Way Deed from E. Hawes Norman and Lydia C. Norman to DeKalb County, dated March 27, 1985, filed and recorded March 29, 1985 in Deed Book 5179, Page 9, DeKalb County, Georgia records.
11. Easements as conveyed in Right of Way Deed from E. Hawes Norman and Lydia C. Norman to DeKalb County, dated March 27, 1985, filed and recorded March 29, 1985 in Deed Book 5179, Page 13, aforesaid records.
12. Easements as conveyed in Right of Way Deed from E. Hawes and Lydia C. Norman to DeKalb County, dated January 15, 1986, filed and recorded August 6, 1986 in Deed Book 5546, Page 397, aforesaid records.
13. Conveyance of Access Rights from Norman's Electronics, Inc. to the Department of Transportation, State of Georgia, dated April 29, 1987, filed and recorded April 29, 1987 in Deed Book 5813, Page 131, aforesaid records.
14. Easement E.H. Norman to Georgia Power Company dated July 1, 1987, filed and recorded December 11, 1987 in Deed Book 6017, Page 480, aforesaid records.
15. Terms and provisions of that certain unrecorded lease as evidenced by Lease Agreement from E. Hawes Norman to Galberaith & Associates, dated September 14, 1989, filed and recorded March 9, 1990 in Deed Book 6654, Page 600, aforesaid records; as affected by that certain Memorandum of Lease Assignment from Galberaith & Associates to Corey Outdoor Advertising, Inc., dated December 14, 1989, filed and recorded March 9, 1990 and recorded in Deed Book 6654, Page 601, aforesaid records; as assigned by that certain Assignment of Lessee Rights in Lease, dated December 14, 1989, filed and recorded May 9, 1990 and recorded in Deed Book 6693, Page 301, aforesaid records.
16. Any and all matters shown on that certain recorded Plat at Plat Book 16, Page 6, aforesaid records.
17. Any and all matters shown on a current and accurate survey.

Exhibit "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 244 OF THE 18TH DISTRICT, DEKALB COUNTY SAID PROPERTY BEING LOTS 6 AND 7 OF SOUTHLAND HEIGHTS SUBDIVISION AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A REBAR SET ON THE EASTERLY RIGHT-OF-WAY OF CLAIRMONT ROAD (R/W VARIES) SAID REBAR SET BEING 273.54 FEET NORTHEAST TO THE NORTHWEST RIGHT-OF-WAY OF DRESDEN DRIVE (R/W VARIES); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY OF CLAIRMONT ROAD AND RUNNING NORTH 00 DEGREES 02 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 129.91 FEET TO A REBAR SET; THENCE LEAVING SAID RIGHT-OF-WAY OF CLAIRMONT ROAD AND RUNNING SOUTH 89 DEGREES 03 MINUTES 54 SECONDS EAST FOR A DISTANCE OF 383.33 FEET TO A REBAR SET; THENCE RUNNING SOUTH 02 DEGREES 28 MINUTES 19 SECONDS EAST FOR A DISTANCE OF 129.54 FEET TO A REBAR SET; THENCE RUNNING NORTH 88 DEGREES 56 MINUTES 42 SECONDS WEST FOR A DISTANCE OF 194.51 FEET TO A 1/2 INCH REBAR FOUND; THENCE RUNNING NORTH 89 DEGREES 21 MINUTES 28 SECONDS WEST FOR A DISTANCE OF 194.49 FEET TO A REBAR SET ON THE EASTERLY RIGHT-OF-WAY OF CLAIRMONT ROAD (R/W VARIES) AND THE POINT OF BEGINNING SAID TRACT BEING IMPROVED PROPERTY CONTAINING 1.146± ACRES OR 49,914± SQUARE FEET.

THE PROPERTY DESCRIBED HEREON IS THE SAME PROPERTY DESCRIBED IN FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS-853524-ATL DATED OCTOBER 24, 2017 AND AS DESCRIBED IN QUITCLAIM DEED BOOK 20566 PAGES 404-406 DEKALB COUNTY, GEORGIA RECORDS.

Exhibit F-1 to Exchange Agreement

UVA Marked Title Commitment

FATIC-211X
ALTA Commitment (6-17-06)

**FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II
EXCEPTIONS**

Agent's File No: **11071.24 (3653 Clairmont)**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

~~1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.~~

~~2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.~~

~~3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.~~

~~4. Any encroachment, encumbrances, violations, variations, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.~~

5. Taxes and assessments for the year 2020 and subsequent years, not yet due and payable.

6. Rights of upper, lower and adjacent riparian owners in and to the waters of any stream, creek or branch and the natural flow thereof, free from diminution or pollution.

7. No insurance is afforded hereby as to the engineering calculations in computing the exact acreage of the property, but the policy shall insure the location of the boundary lines of the property.

~~8. Rights of Tenants, as Tenants only, under unrecorded leases.~~

~~9. Any claim that the Title is subject to a trust or lien created under The Perishable Agricultural Commodities Act (7 U.S.C.A. Section 499a, et seq.), or the Poultry and Stockyards Act (7 U.S.C.A. Section 1281 et seq.) or under similar State laws.~~

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**FIRST AMERICAN TITLE INSURANCE COMPANY
SCHEDULE B – SECTION II
EXCEPTIONS (CONTINUED)**

Agent's File No: **11071.24 (3653 Clairmont)**

10. Easements as conveyed in Right of Way Deed from E. Hawes Norman and Lydia C. Norman to DeKalb County, dated March 27, 1985, filed and recorded March 29, 1985 in Deed Book 5179, Page 9, DeKalb County, Georgia records.

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12. Easements as conveyed in Right of Way Deed from E. Hawes and Lydia C. Norman to DeKalb County, dated January 15, 1986, filed and recorded August 6, 1986 in Deed Book 5546, Page 397, aforesaid records.

13. Conveyance of Access Rights from Norman's Electronics, Inc. to the Department of Transportation, State of Georgia, dated April 29, 1987, filed and recorded April 29, 1987 in Deed Book 5813, Page 131, aforesaid records.

14. Easement E.H. Norman to Georgia Power Company dated July 1, 1987, filed and recorded December 11, 1987 in Deed Book 6017, Page 480, aforesaid records.

15. ~~Terms and provisions of that certain unrecorded lease as evidenced by Lease Agreement from E. Hawes Norman to Galberaith & Associates, dated September 14, 1989, filed and recorded March 9, 1990 in Deed Book 6654, Page 600, aforesaid records; as affected by that certain Memorandum of Lease Assignment from Galberaith & Associates to Corey Outdoor Advertising, Inc., dated December 14, 1989, filed and recorded March 9, 1990 and recorded in Deed Book 6654, Page 601, aforesaid records; as assigned by that certain Assignment of Lessee Rights in Lease, dated December 14, 1989, filed and recorded May 9, 1990 and recorded in Deed Book 6693, Page 301, aforesaid records.~~

16. Any and all matters shown on that certain recorded Plat at Plat Book 16, Page 6, aforesaid records.

17. Any and all matters shown on a current and accurate survey.

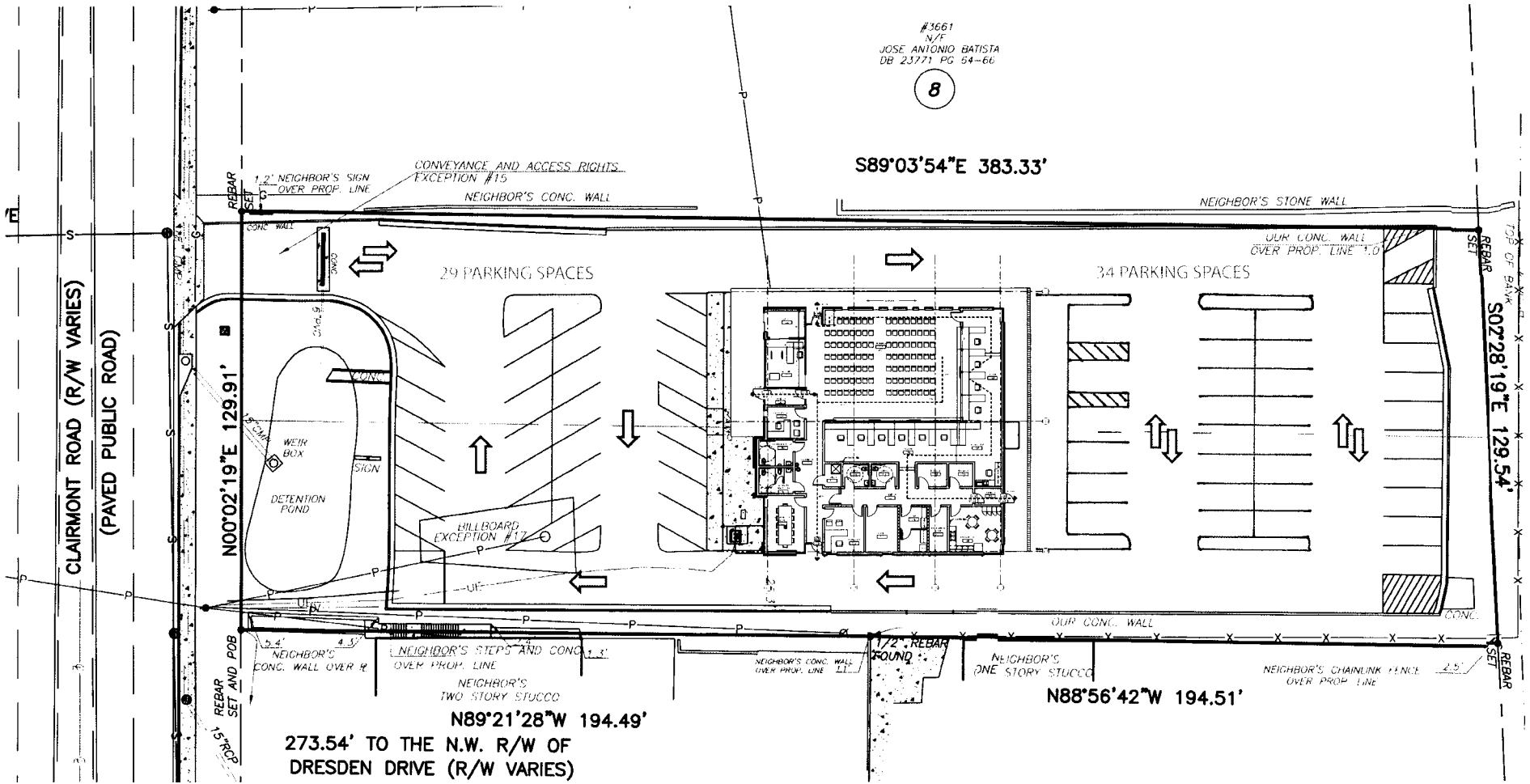
Schedule I to Exchange Agreement

UVA Building Renovation Terms and Conditions

Attached hereto at the following documents and conceptual drawings that have been reviewed and approved by DeKalb County and UVA in connection with the UVA Building Renovations:

1. Site Plan DeKalb County Tag Office dated January 31, 2020 prepared by Houser Walker Architecture
2. Conceptual Interior Layout DeKalb County Tag Office dated February __, 2020 prepared by Houser Walker Architecture
3. Specification with Exception List attached thereto

UVA shall produce construction drawings consistent with the attached description for permitting purposes within 90 days after the date hereof. UVA shall provide such drawings to DeKalb County for approval, such approval not to be unreasonably withheld, conditioned or delayed. Both parties shall work in good faith and in commercially reasonable fashion to approve a final set of plans.



PARKING - 63 TOTAL SPACES (NO SECURED)

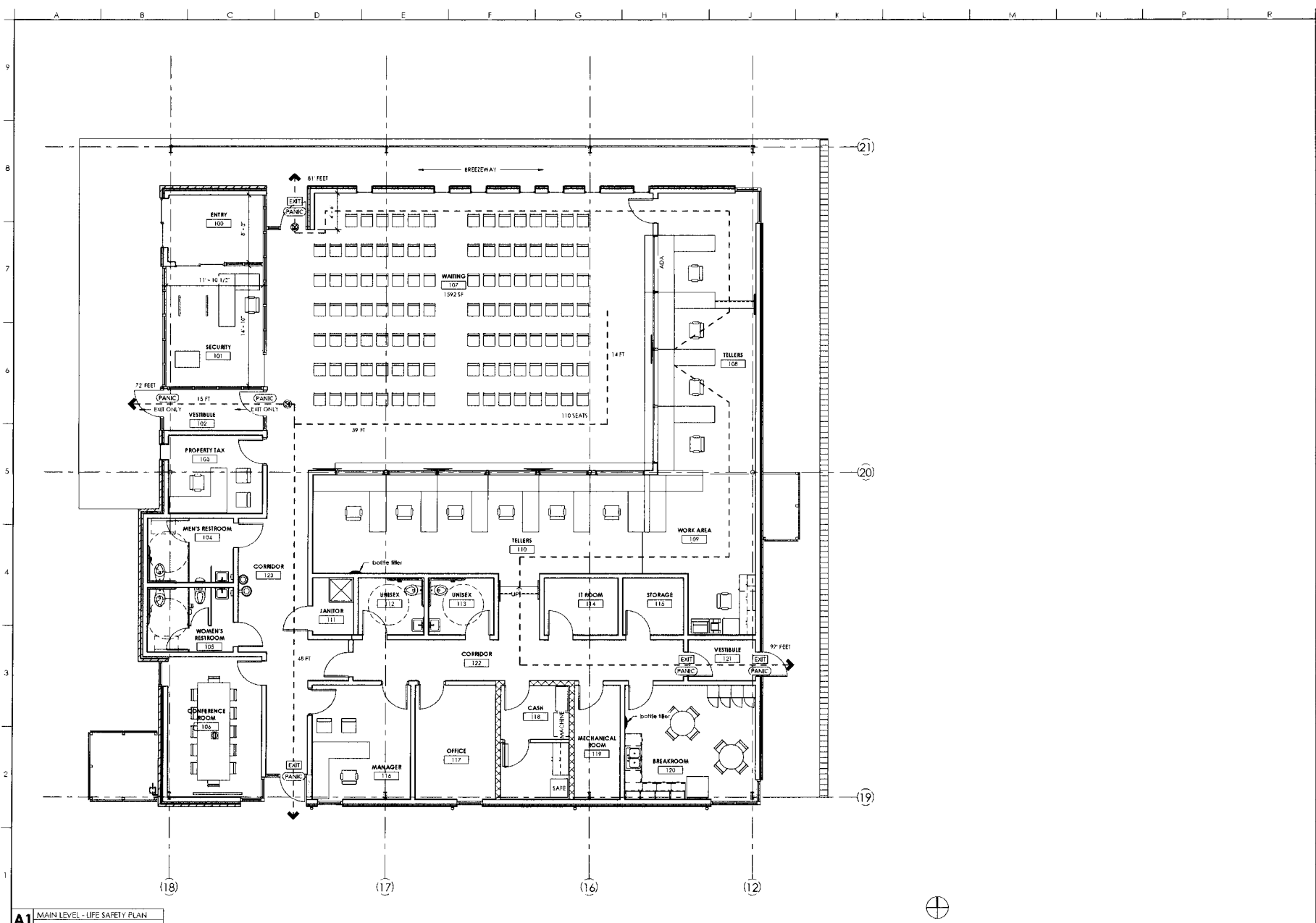
SITE PLAN

DEKALB COUNTY TAG OFFICE
3653 Clairmont Road, Chamblee, GA 30341



01.31.20

01



<p>HOUSER WALKER ARCHITECTURE</p> <p>1819 PEACHTREE ROAD, NE SUITE 102 ATLANTA, GA 30309 T. 404. 633. 4244 F. 404. 870. 7337 www.houserwalker.com</p>	
<p>CONSULTANTS</p> <p>Sheep Structural 3413 Pierce Drive, Suite 100 Chamblee, GA 30341 678.884.9051</p> <p>Westside Engineering 5525 Interstate Parkway #200 Atlanta, GA 30327 404.955.1267</p>	
<p>MAIN LEVEL LIFE SAFETY PLAN</p> <p>Author</p>	
<p>DEKALB TAG OFFICE</p> <p>3633 CLARIMONT ROAD, CHAMBLEE, GA 30341</p>	
<p>DESIGN DEVELOPMENT</p> <p>02/27/12</p> <p>1840</p>	
<p>G101</p>	

A1 MAIN LEVEL - LIFE SAFETY PLAN



[REDACTED]

The Contractor shall procure design, documentation and construction administration for the renovation.

[REDACTED]

Concrete and asphalt materials from the project site may be disposed of at the County's Seminole Road Landfill, 4203 Clevermont Road, Ellenwood, GA 30294.

For your convenience, the gate rate at Seminole Road Landfill is \$33.00 per ton. Contractor will need to set up a commercial landfill account at the Sanitation Administration Building, 3270 Leroy Scott Dr., Decatur, GA 30032. Items needed for the commercial landfill account include, completion of application, number of truck(s) that will be transporting the materials to the landfill. There is a fee of \$5.00 per decal/per truck.

The Sanitation Department will be willing to waive the gate rate of \$33.00 per ton, mentioned above, with the following conditions:

- All material be separated – Concrete, rock, asphalt and transported separately.
- All loads must be clean – absolutely no contamination (no trash or C&D).
- Only reusable/recyclable material accepted for no charge.

Note: The Contractor will need to pay a gate rate of \$33.00 per ton for all garbage and construction and demolition (C&D) loads.

- [REDACTED]
1. This project involves renovation of an existing building and parking lot. The proposed improvements include a 5,420 square foot building with associated parking.

- [REDACTED]
1. Reserved.

- [REDACTED]
1. Existing buildings, paving, landscaping, and trees will be removed as needed to facilitate the redevelopment of the existing building. The Contractor shall visit the project site location, prior to bid.
 2. There are no as-built drawings of the portion of the existing structure to be demolished.
 3. The County will not allow additional time for the demolition contractor to create a plan to demolish the structure.

- [REDACTED]
1. See site plan included in this Agreement.

- [REDACTED]
1. Site grading, if any, must meet all FEMA floodplain/floodway regulations and requirements.

- [REDACTED]
1. Potable water (and irrigation service, if applicable) connection will be to municipal water supply. The final route and size of the building service connection will be determined during the design process.

- [REDACTED]
1. Fire protection water connection will be to municipal water supply. The final route and size of the building service connection will be determined during the design process.

1. Sanitary sewer service will connect to municipal sewer service. The route and tie-in location of the sanitary sewer connection will be determined during the design process.

1. At least 60 customer and employee parking spaces will be provided per the proposed site layout in the attached site plan.
2. Parking specifics will be determined during the design process and should meet all local, state, and federal requirements as detailed in the attached site plan.
3. All pavements shall be designed based on anticipated traffic loading.
4. The parking lot shall be fully illuminated with adequate lighting as per code, along with all sides of the building, for both employee and customer safety.

1. Stormwater management facilities must be designed to meet all local, state, and federal Requirements. No changes are planned to existing storm water facilities as part of the remodel of the building.
2. The extent of the grading activities will be better determined upon receipt of the survey during the design process. Grading must ensure positive drainage away from the proposed building.

1. Refer to Section 3 of this document for landscaping. Landscaping shall be provided to meet local requirements and shall be low maintenance.

Necessary permits & approvals to be coordinated and paid for by the contractor include, but are not limited to;

1. City of Chamblee Building Permit.
2. DeKalb County Water & Sewer.

1. All landscape plans shall be in accordance with the City of Chamblee's Unified Development Ordinance, with tree preservation and replacement regulations, and with special landscape requirements defined by the city zoning ordinances.
2. Planting details and additional landscape details shall be provided including, but not limited to, each type of planting detail, edging installation, boulder placement, maintenance strip, etc. The City of Chamblee maintains a series of tree planting details as indicated.
3. Required Landscape buffers or undisturbed buffers delineations shall be indicated on plans and regulations adhered to during the duration of construction. Buffer areas shall be protected and undisturbed throughout the duration of construction.

1. Planting bed preparations will be graded to receive positive drainage at all times.
2. A 12" min. 18" max. wide maintenance strip at 6" min. depth will be located at the base of the building around the entire perimeter.
3. Planting beds will be prepared by loosening soils to a 12" depth and adding soil amendments prior to installing plant materials.
4. Planting beds will be planted with shrubs, perennials, and/or ornamental grasses spaced at the recommendation of the design professional.
5. All planting beds shall be mulched to prevent weed growth and seed germination from within the landscape areas.

1. Plant materials shall be selected based on the following items:
 - a. Plant materials requiring minimal maintenance after establishment that are naturalized or native to the Chamblee area are preferred.
 - b. Refer to the Guidelines posted by the City of Chamblee's landscape ordinance featured in Addendum 2.0 of the Chamblee UDO:
<http://www.chambleega.com/DocumentCenter/View/438>. Installation of plant materials as noted by the Georgia Exotic Pest Plant Council (<https://www.gaeppc.org/list/>) are prohibited.
 - c. Plants installed shall be good quality, healthy, vigorous, and free of any pests and disease.

- d. All trees shall be full headed and single or multi-trunked as specified in plans per selected species.
- e. All new landscaping shall come with a warranty of one year from time of installation.

1. All sodded areas, if any, shall be prepped with providing topsoil 3" min. depth in all areas prior to installation of sod, and rototilling existing soil to a depth of 6 inches. Sod will be a low maintenance, warm season grass.
2. Sod installed on sloped areas steeper than 3:1 shall be staked to prevent movement until sod is securely established.
3. Sod shall be rolled (pressed evenly) to ensure the removal of air pockets between the roots and the native soils.
4. All areas within the limits of disturbance shall be stabilized with permanent vegetation upon completion where not treated with hardscape materials, planting beds, or sod.

1. The architectural design intent of the DeKalb County Tag Office is for the facility to be functional, safe, aesthetically pleasing and easy to maintain.
2. Sustainability and environmentally conscious design and construction methodologies shall be employed. However, no LEED or building performance goals are required, unless mandated by a City or County ordinance or somewhere else in this document. The overall building shell shall be 5,420 gross sf and the design shall match the floor plan shown in the plans in this Agreement.

1. The overall building shell shall consist of exterior items, which include but are not limited to roofs, entry porches, exterior walls, windows, gutters, downspouts and doors.
2. A prefinished aluminum canopy, cantilevered and structured off of the main facility exterior wall, shall be provided along the entire front exterior wall face and over each exterior door.
3. The cash room shall be designed as a concrete vault with a secured ceiling made with light concrete (reinforced with wire mesh or rebar) and a steel door, with a pass through for data cables and cameras. Walls will be CMU filled solid and covered with either veneer or sheetrock.
 - a. The veneer of brick masonry shall be consistent on all sides of the building, with exception only to an architectural concrete masonry unit base (ACMU) wainscot.
4. At a minimum, ASHRAE 90.1 insulation requirements shall be maintained for exterior walls.
5. The brick veneer and ACMU wainscot shall include masonry ties, control joints, expansion joints, flashing, and weeps, as recommended by the Masonry Institute of America or the Brick Industry Association.
6. The glazing framing system (other than Teller Station glazing) and doors at the Entry Vestibule, Security Area, Public Area Corridor, Waiting Area and Exit Vestibule, along with all exterior windows, shall be anodized storefront aluminum with low E insulated glass units. Provide safety glazing at all locations required by the International Building Code (IBC) 2012, with Georgia Amendments. All non-storefront exterior personnel doors shall be painted hollow metal doors, with painted hollow metal frames. Door hardware, security and access control, shall be coordinated with the DeKalb County Government and the electrical portion of this document, prior to issuing a bid.
7. Steel lintels, required for door, window, or mechanical openings, shall be hot dipped galvanized.
8. Gutters and downspouts shall be prefinished metal, in a color that matches the roof, and sized for the appropriate site and storm conditions. Prefinished metal downspouts shall be tied to the stormwater drainage system, if applicable or if required, or discharging on concrete splash blocks.
9. All exterior windows shall have drip edges and tops sloped to drain away from the window.

10. All exterior paint and sealant shall be suitable for the substrate application and exterior conditions. All paints shall meet the Master Painter Institute (MPI) for the application, substrate, and condition. Dissimilar metals shall be separated as to prevent galvanic corrosion.

1. The Entry Vestibule, Security Area, Waiting Area and Exit Vestibule shall all be designed with efficiency and transparency in mind. It is critical that the security officer, seated at the desk, in the Security Area be able to monitor all activities, along with people going in and out of the facility. The interior walls of the Entry Vestibule, Security Area and Exit Vestibule shall be an Aluminum and Glass Storefront Window and Entry System. The security desk will require a work surface, with built in storage. Near the security desk, there will be a walk-through metal detector and a ticketing machine. An Entry Vestibule shall be required to maintain indoor air temperatures, as people enter and exit the facility. ADA compliant, automatic door opening and closing devices shall be provided at all public entry and exit doors. The Contractor shall provide for automatic sliding doors, in lieu of swing doors. At the Security Area, (4) networking connections are required. Power outlets are required to support desk equipment, the metal detector and the ticket machine. Provide a panic button at the Security Area desk. Motion sensors are required in the Waiting Area. All glazing at transaction areas will be polycarbonate, UL752 - standard Level 3, bullet resistant glazing.
2. In the Waiting Area, there shall be space to accommodate at least (70) chairs. From the vantage point of a customer, seated in the Waiting Area seating, there will be (3) 42" or larger TV screens located along the bulkhead wall, above the polycarbonate, bullet-resistant glazing, with cable jacks and (2) LAN connections each. Blocking and support shall be provided in the wall to accommodate TV mounting brackets. Verify with the DeKalb County Government for the exact location. All public areas in the Waiting Area shall receive abuse-resistant gypsum board from the finished floor to 4'-0" above the finished floor.
3. The area with the Teller Stations will include (10) individual stations, including (1) ADA Handicap Accessible station for both the employee and the customer. Storage at each station will be located along the peninsula, with doors and pull out drawers. Cash drawers shall be installed, at each station, along the main desk side. Each station will be located behind polycarbonate, bullet-resistant glazing, with a speak-thru and a transaction tray in the countertop. The polycarbonate, bullet-resistant glazing will run from the countertop of each station to the bottom of a ceiling bulkhead above. The floor of the Transaction Station Area will be raised 12" minimum above the finished floor of the Waiting Area. Quad electrical outlets are required for each station with 20 amp circuits for every (2) stations. (6) network connections are required for each station. Provide a panic button at each Teller Station.
4. The Conference Room shall accommodate a table for twelve (12) people. Chairs and a table shall be provided by the contractor. The entrance door to the Conference Room will be secured, via keycard access. There shall be (1) whiteboard for presentations, used as a writing surface and an optional

- projection screen. A ceiling mounted projector shall be located above the conference table with a power and networking connection. A large format projection screen shall be provided for the projector. Four (4) network connections are required in the Conference Room, in the table and in the floor. There shall be a wall mounted, 55" or larger, TV located in the Conference Room.
5. Lobby chairs should have no fabric and of similar materials as those in the Central Office lobby.
 6. The Property Tax Office will be secured by a door with keycard access but will be in close proximity to the Waiting Area. There shall be one (1) desk and two (2) guest chairs, plus one (1) desk chair for the staff. The Property Tax Office door shall have a full glazing lite. The door shall be self-closing and locking. Four (4) networking connections are required.
 7. There shall be two (2) Unisex Restrooms for the public, located across from the Conference Room. Outside of the Restrooms, there shall be two (2) electric water coolers, one of which will be at standard height and the other at ADA height. Toilets shall be floor mounted. Each restroom shall receive a stainless steel framed mirror, grab bars (36", 42" and 18"), surface mounted automatic paper towel dispenser, surface mounted automatic soap dispenser, sanitary napkin disposal, trash receptacle, surface mounted toilet paper dispenser, wall hung lavatory with automatic faucet, baby changing station and lavatory pipe guards. Restrooms shall receive moisture resistant gypsum board at non-tiled areas and cementitious backer board behind tiled areas.
 8. The Manager's Office shall be located in close proximity to the Waiting Area, with two separate entrances; one shall be from the secured staff area and the other shall be from the public Waiting Area. All doors to the Manager's Office shall be secured behind keycard access doors. There shall be one (1) desk and two (2) guest chairs, plus one (1) desk chair for the staff. The Manager's Office door shall have a full glazing lite but the glass shall be a one way mirror, with visibility only from the Manager's Office into the Waiting Area. The door shall be self-closing and locking. Four (4) networking connections are required.
 9. A Future Office shall be provided and will be secured by a door with keycard access. There shall be (1) desk and (2) guest chairs, plus (1) desk chair for the staff. The Future Office door shall have a full glazing lite.
 10. The Breakroom will be accessible from the secured staff area only. There will be a resident base and gypsum wall built-in cabinetry with a solid surface countertop, double sink, dishwasher and full-size refrigerator. A microwave will be provided, either with its own support shelf from the wall cabinets or supported on the countertop. Verify with the DeKalb County Government Tax Office for the location of a wall-mounted TV. Blocking and support shall be provided in the wall to accommodate TV mounting brackets. There will be a Janitor's Closet with a small floor-mounted mop sink and a 24" stainless steel mop/broom rack. A metal shelf, with vinyl coating, shall be provided along the back wall of the Janitor's Closet for cleaning products and supplies. Provide two (2) four-top round tables with chairs for the breakroom. The TV in the Breakroom shall have a cable connection and power. Two (2) networking connections are required. (16) metal lockers shall be provided in the Breakroom for employees.
 11. There shall be two (2) Unisex Restrooms for the employees, accessible from the secured staff area only. Toilets shall be floor mounted. Each restroom shall receive a stainless steel framed mirror, grab bars (36", 42" and 18"), surface mounted automatic paper towel dispenser, surface mounted automatic soap dispenser, sanitary napkin disposal, trash receptacle, surface mounted toilet paper dispenser, wall hung lavatory with automatic faucet and lavatory pipe guards.

Restrooms shall receive moisture resistant gypsum board at non-tiled areas and cementitious backer board behind tiled areas.

12. The Work Area shall be accessible from the secured staff area only. There shall be base and wall cabinetry along the Unisex Restroom wall, with a countertop and storage shelves above and below the countertop. Electrical outlets shall be required, with one (1) dedicated power connection for the copier. Four (4) networking connections are required.
13. The Cash Office shall be accessible from the secured staff area only, behind a door with keycard access. There shall be base cabinetry along one wall, with a countertop. Below the countertop there shall be base cabinet storage and pullout drawers, large enough for a cash drawer insert. Provide metal shelving along the opposite wall from the base cabinetry. The access door to the Cash Office shall be a dutch-door, with a shelf along the top edge of the bottom door panel. A large format display shall be required in the Cash Office, which shall be wall mounted. Blocking and support shall be provided in the wall to accommodate TV mounting brackets. Six (6) networking connections are required. Motion sensors are required in the Cash Room.
14. The Storage Room shall be accessible from the secured staff area only, behind a door with a cypher lock access. Adjustable metal shelving, with vinyl coating, shall be provided along three of the Storage Room walls.
15. The IT Room shall receive a plywood backing panel along the back wall to support telecom and LAN equipment. Terminate all network and phone connections within this room and provide required patch panels to meet the number of ports requested at end locations. A mini wall mounted server/IT rack (18u) and telecom switches are required. (8) individual dedicated electrical circuits are required.
16. Contractor shall verify with the DeKalb County Government on the location and manufacturer of CCTV Camera system as to conform with the County standard, installed at designated locations throughout the Tag Office.
17. Total "turn key" operation shall include building and all required County fiber optic connectivity and all State of Georgia connectivity to or better than current networking speeds in use. Sufficient time will be required to facilitate new circuit turn-up for State connectivity and County connectivity.

1. All areas for the public and staff at the facility shall comply with the 2010 Americans with Disabilities Act (ADA) and all other accessibility standards required by the City of Chamblee, the DeKalb County Government and Georgia Amendments.

1. Signage and one (1) flagpole shall be included within the "turn-key" project. Signage shall include digital street signage (non-scrolling type), building signage, directional signage in the parking lot and interior signage. If the flag on the flagpole is removed at the end of each work day, flagpole lighting shall not be required. Otherwise, flagpole lighting, either on a manual or automatic switch, shall be provided.
2. The interior signage will be APCO or similar room identification signage with room numbers, room names and graphics. Room numbers and permanent room names will also be in Braille. Interior signage shall be provided at each room and shall meet ADA. All restroom signage shall

comply with ADA and all other accessibility standards required by the City of Chamblee, the DeKalb County Government and Georgia Amendments. Verify with the DeKalb County Government for their signage standards, prior to issuing a bid, ordering materials or construction.

1. At a minimum, each teller station window shall include the requirements outlined in the electrical portion of this document and a transaction tray in the countertop, 115V AC amplified Level 3 Bullet Resistant speak-through, with 18" mic extension, and polycarbonate bullet-resistant glazing. The glazing shall be Level 3 Bullet Resistant, which meets UL752 – standard capable of withstanding a 44 Magnum round. Exact code reads, UL 752 Level 3: Provides protection against three shots of a 240-grain 44 Magnum Lead Semi-Wadcutter Gas Checked at an fps between 1350 and 1485.

1. Verify with the DeKalb County Government on which doors shall be keyed. Provide electronic security door locks, as shown in Section 12.3 of the Appendix, with Card Access (Keyscan) system. The system shall be an independent system, in conformity with the standard of DeKalb County and the card or badge shall be County issued. Verify with the DeKalb County Government on requirements for hardware, security and access control requirements, prior to issuing a bid, ordering materials or construction.

- **Floors:** The Entry Vestibule and Secure Vestibule shall have a walk off, low profile mat, with carpet inserts. Public area floors, such as the Entry Vestibule, Security Area, Waiting Area, Exit Vestibule and Public Area Corridor shall be concrete slab-on-grade and shall have a polished concrete finish and anti-slip conditioner. Both the public and employee Unisex Restrooms, Breakroom and Cash Room shall have porcelain tile floors and bases. The Property Tax Office, Manager's Office, Future Office, Conference Room and Teller Station Area shall have heavy traffic carpet tiles, with 6" rubber bases.
- **Interior Walls:** The interior face of all Unisex Restroom walls shall have porcelain tile on 5/8" cementitious backer board, up to 5' feet above finished floor. Above the tile will be painted gypsum wall board with a 3-coat paint finish. The Breakroom wet wall will be treated similar to the Unisex Restrooms. All other interior walls shall be painted gypsum wallboard and have a 3-coat paint finish.
- **Ceilings:** Other than the Unisex Restrooms, for both the public and the employees, the ceiling height throughout the facility shall be 10'-0" minimum above finished floor. The Unisex Restrooms shall have a 9'-0" above finished floor ceiling height. Suspended acoustical panel and/or suspended gypsum board ceiling systems will be utilized in the finished spaces. Systems shall comply with Ceilings & Interior Systems Association, seismic zone for the building locations. Gypsum wallboard ceilings shall be provided in the Unisex Restrooms. All gypsum wallboard ceilings shall be painted flat white. All acoustical tile ceilings shall be 2x2, beveled tegular, white ceiling systems.

- **Doors:** Interior doors shall be factory finish flush solid-core doors with wood-veneer faces and painted hollow metal frames. All interior doors not requiring exit devices will have brushed chrome finished lever operated hardware meeting the County standards.
- **Paint:** All paint will have either low or no VOC content. All walls shall have minimum of 3-coat paint finish and no flat paint on walls. Meet MPI requirements for the application, substrate and condition.

- [REDACTED]
1. All offices and the Conference Room shall be designed to minimize the impact of exterior noise. The interior partition walls at all offices and the Conference Room shall be acoustically insulated to provide a minimum STC of 45. Acoustical ceilings shall be included to reduce reverberation and help “deaden” the spaces.

- [REDACTED]
1. AWI premium quality, plastic laminate finished casework, including consoles and counter work areas, shall be utilized in the Breakroom, Work Area, Teller Stations, Cash Room and Security Area. Solid surface countertops shall be utilized in these areas as well. All cabinetry shall contain zero formaldehyde glues and adhesives. The Teller Stations shall be built-in and have solid surface countertops. The teller station cabinetry shall have locking drawers and matching keys. Plastic laminate cabinetry shall have 3mm PVC edge banding. File cabinets will be part of the FF&E. Shelving shall be part of the casework package, unless a vinyl coated metal shelf.

- [REDACTED]
1. The window treatments shall be blinds. Manual chain operating system has adjustment-free steel ball chain with pulley engineered drive mechanism. Fascia, Fascia with Top and Back Cover.

- [REDACTED]
1. All furniture shall be “turn key”, with all items on the floor plan, or listed in this narrative, included in the FF&E package. The Contractor shall coordinate and provide all data and electrical needs for FF&E package with the DeKalb County Government.

- Conference Room:
 - Conference Room table shall have 2 power modules with plug in, USB and data ports.
 - Twelve (12) Conference Room chairs
 - Conference Room table for twelve (12)
 - 4' x 8' projectable white board with attached tray
 - Projector

- Property Tax Office, Manager's Office and Future Office
 - One (1) 30" x 72" HPL laminate desk and one (1) 24" x 36" return for each office, PVC edge banding to match laminate. Grommets in desk and return.
 - Two (2) mobile file stations for each desk or station.
 - One (1) task chair for each desk or station that meets BIFMA requirement and is fully user adjustable, mesh back and 3 ½" cushion, fully ergonomic.
 - Two (2) guest chairs for each office
- Teller Stations
 - One (1) task chair for each teller station, that shall meet the same performance requirement as the offices.
 - Two (2) mobile file stations for each desk or station.
 - Five (5) additional task chairs shall be provided for the Teller Stations and the Security Area and two (2) mobile file stations shall be provided as well.
- Waiting Area
 - Seventy (70) Waiting Area chairs
 - Wall-saver back legs
 - Clean-out
 - Adjustable glides
 - Contoured back for comfort
 - Arm caps available in finished polypropylene
 - Vinyl seat and Crypton fabric on back
 - Two (2) Bariatric chairs shall be provided
 - Three (3) 42" or larger TV screens
- Breakroom
 - Two (2) 4' diameter HPL laminate Breakroom tables with 3mm PVC edge banding and powder coated x base.
 - Eight (8) Breakroom chairs to be provided. Poly plastic with chrome sled base and plastic glides
 - One (1) Clock by Peter Pepper products or EQ.
 - TV
- Restrooms (Public) (Each)
 - stainless steel framed mirror
 - grab bars (36", 42" and 18")
 - surface mounted automatic paper towel dispenser,
 - surface mounted automatic soap dispenser
 - sanitary napkin disposal
 - trash receptacle
 - surface mounted toilet paper dispenser
 - wall hung lavatory with automatic faucet
 - baby changing stations
 - lavatory pipe guards

- International Building Code, 2012 Edition with 2014, 2015, 2017, and 2018 Georgia Amendments. (IBC 2012)
- American Society of Civil Engineers, Minimum Design Loads for Buildings and Other Structures (ASCE 7-10)

The following design criteria shall meet the current IBC Building Code. The engineer-of-record shall verify and use more stringent criteria if determined to be necessary.

Risk Category: II

Roof and Floor Loading:

Dead Loads: Actual weight of materials used
MEP allowance = 15 psf

Roof Live Load: 20 psf (reducible based on roof pitch & tributary area)

Floor Live Load: 100 psf (Not reducible)

Wind loads

Basic Wind Speed: 115 mph (ultimate)

Exposure: C

Gust Factor: 0.85

Seismic Criteria loads

Spectral Response Accelerations: S_s : 0.197 g
 S_1 : 0.092 g
 S_{DS} : 0.210 g
 S_{D1} : 0.147 g

Site Class: D

Seismic Design Category: C

Importance Factor: 1.0

Snow

Ground Snow Load: 5 psf

Importance Factor: 1.0

The purpose of the following section is to describe the mechanical systems.

A. Indoor Conditions

- Cooling season indoor design conditions will be 73°F (+/- 2°F) and 50 % relative humidity with a maximum of 55%.
- Heating season indoor design conditions will be 68°F (+/- 2°F) and passive humidity control.
- Per 2009 IECC(with Georgia Amendments) a 5° deadband shall be maintained between heating and cooling setpoints.

B. Maximum Noise Criteria

- Mechanical equipment, air distribution, and air terminals will be designed not to exceed above the noise levels below.
 - Offices: NC<35
 - Mech/Elec Rooms NC<35

1. Indoor air shall be filtered, dehumidified and conditioned in accordance with the 2012 International Mechanical Code (with current Georgia Revisions). In addition, ventilation and exhaust shall meet or exceed the requirements of ASHRAE 62.1-2010.
2. The building mechanical systems shall be designed to minimize the infiltration of unconditioned outside air. In addition, spaces that could transmit fumes through the rest of the building will be exhausted and maintained at a negative pressure with respect to the rest of the building.

1. All electrical components will be provided either with the mechanical equipment or as individually purchased items.
2. Electrical components include all control components, Variable Frequency Drive VFD's, starters, manual push buttons, emergency stops, disconnects, etc. Electrically operated equipment shall be connected as recommended by the manufacturer and as required by the National Electric Code. All equipment shall be provided with the correct NEMA rating dependent on the operating environment.
3. Electrical disconnects and starters will either be located directly on the equipment or in close proximity so that the proper lockout procedures can be visually verified by maintenance personnel at each piece of equipment.

1. Multiple small-capacity packaged units with appropriate zoning considerations shall serve the conditioned spaces. A separate zone shall be provided for the secured employee area; a separate zone shall be provided for the public areas, to include for the Security Area, Waiting Area, Teller Stations and the other public areas, accounting for the comfort zone of the number

of customers and employees in those areas at one time. Units will be factory fabricated and will be assembled in the field according to the manufacturers recommended assembly. They will have ducted supply and return.

2. Heating within the units will be provided by integral gas furnaces. Cooling within the units will be provided by packaged Direct Expansion (DX) coils.
3. Outdoor air intake will be handled by a separate refrigerant coil with an integrated hot gas reheat coil for preconditioning outside air before the supply coils. The air handling units will have MERV 13 filters.
4. The units will be located exterior to the building, either on grade or on the roof. This is dependent on the architectural designs of the roof. The layout of the equipment will allow for required service access around each air handling unit for maintenance. Units will be frame mounted with vibration isolation to minimize vibrations transferred to building and flexible connections to minimize vibration transfer into connecting ductwork and piping.

1. Electrical and Telecommunications room that require year-round cooling will be served by a dedicated split system. The unit is independent due to the cooling requirement even in heating season.

1. The Restrooms, Janitor's Closet, and Breakroom will be exhausted using a centralized, ceiling-suspended mounted centrifugal exhaust fan.

1. Ductwork will be galvanized sheet metal installed per SMACNA Standards. Return, exhaust and supply ductwork will be low pressure ductwork. Low pressure ductwork will be sized based on a maximum friction loss of .08" water column loss per 100' of straight ductwork. Concealed duct work will be rectangular ductwork with the exception of round ductwork connecting to diffusers.
2. Smoke detectors will be provided in supply ductwork at air supply units over 2000 CFM. Type B dynamic fire dampers will be provided in all penetrations of fire rated walls. The rating shall match the wall penetrated. Smoke dampers will be provided at the penetration of smoke rated walls, as required.
3. All required duct accessories will be provided as part of the complete system. Manufacturer insulated, flexible ductwork will be used to connect hard ductwork to ceiling mounted diffusers and will have a maximum length of 5'-0".

1. Grilles, Registers, and diffusers will be of heavy gauge steel construction and coated with baked on acrylic paint for a durable finish. Each grille, register, and diffuser will have a manual volume damper located in the ductwork for air balancing purposes, balancing dampers will be provided separately and installed in branch ductwork as required to properly balance the system.

2. Areas with lay-in ceiling will be a 24"x24" louver faced supply diffuser. Return and exhaust grilles will be a 24"x24" egg crate type. Supply diffusers will have a round neck and connected with flexible duct work. Exhaust grilles will have a direct rectangular hard duct connection.

1. Insulation will be installed with proper vapor barrier to prevent infiltration of moisture, preventing the degradation of the resistance to thermal heat transfer between duct and indoor environments. HVAC insulation will meet or exceed the requirements as defined by IECC 2009 w/ GA amendments. Concealed supply and return ductwork will be insulated using blanketed or board type insulation. Insulation will have a factory applied metal jacket and joints and ductwork attachments will be sealed with mastic to protect the vapor barrier. Exhaust ductwork will not be insulated, unless noted otherwise. All insulation will be secured to avoid sagging.

1. After completion of the installation of mechanical systems but prior to occupancy, a third party test and balance company (certified by AABC or NEBB) will test and balance the HVAC.

1. A service pressure regulator will be provided to regulate natural-gas system pressure within the building to 0.5 psig or less. Both underground and above ground piping will be steel pipe with threaded joints.

1. The purpose of the following section is to describe the plumbing systems.

Plumbing system piping to be insulated includes:

1. Domestic Hot Water Piping
2. Domestic Recirculating Hot-Water Piping
3. Sanitary Waste Exposed to Freezing Conditions
4. Storm Water Piping Exposed to Freezing Conditions
5. Roof Drains and Rainwater Leaders.
6. Supplies and Drains for Handicap-Accessible Lavatories and Sinks

1. Domestic water piping to be Type "L" Copper with brazed joints.

1. Sanitary Waste piping will be Hub-and-Spigot Cast Iron, and Vent piping to be PVC. Sanitary and venting will be provided to the appropriate fixtures listed in Plumbing Fixtures. Floor Cleanouts to be provided for maintenance.

1. Storm Piping to be Hub-and-Spigot Cast Iron.

1. Hot water for the facility will be provided by a gas fired, commercial grade atmospheric tank type domestic water heater. Domestic hot water to be stored at 140°F. A thermostatic mixing valve will be utilized to provide 110°F water to fixtures.

1. The following restroom fixtures will be provided:

- Water closets to be floor mounted automatic flush valve with backup manual flush type and will be vitreous china.
- Lavatories to be wall hung vitreous china with automatic sensor valves.
- Breakroom sink to be dual basin, stainless steel top mount type.
- Mop sink to be cast polymer type.
- Drinking fountain to be wall hung, high-low type with water bottle filler in stainless steel.

1. Building Construction Type: IIIB
2. Occupancy: Business B
3. Building Area: Approx. 5,420 sq.ft.

- Georgia State Minimum Standard Fire Prevention Code (International Fire Code), 2012 Edition, with 2014 Georgia State Amendments.
- Georgia State Minimum Standard Building Code (International Building Code), 2012 edition, with 2014 and 2015 Georgia State Amendments.
- State of Georgia Chapter 120-3-3 "Rules of Safety Fire Commissioner, Rules and Regulations – January 1, 2015."
- NFPA 10 - 2013, "Standard for Portable Fire Extinguishers" as amended by 120-3-3.
- NFPA 101, 2012 Edition; "Life Safety Code" as amended by 120-3-3.

1. Per the adopted building code (IBC) and Georgia Amendments (120-3-3), which references the 2012 Life Safety Code (NFPA 101), the building does not require an automatic fire sprinkler system, nor a fire alarm system due to the size of the building, the use of the building and number of occupants in the building. However, a Fire Alarm System has been requested by DeKalb County.
2. City of Chamblee and DeKalb County do not have local ordinances that supersede the above fire sprinkler or fire alarm requirements.

1. Fire extinguishers will be provided throughout the building, as required by IBC and NFPA 10.

1. The section shall provide requirements for the secondary power distribution system, grounding system, lighting and lighting control systems, power systems, telecommunication, and for access controls, security and CCTV systems rough-in. The design shall meet the requirements of NFPA 70 (2017), NFPA 101 (2018) and all state and local codes.

1. The Contractor and electrical sub-contractor shall coordinate with the local power utility company to provide power to the facility. The utility company shall extend primary power to an existing utility company provided pad mounted transformer. The utility company shall provide the pad mounted transformer, transformer grounding and the transformer pad. The Contractor shall be responsible to pay all fees to the power utility company that is associated with this work. The recommended service to the building is 208 Volt, 3-phase, 4-wire. The electrical sub-contractor shall provide the C/T cabinet and meter socket for the utility provided meter. The electrical sub-contractor shall coordinate the meter mounting location and requirements with the local power utility.
2. The electrical sub-contractor shall provide the secondary conduit and conductors from the utility pad mounted transformer to the main Mechanical/Electrical room. All underground conduit shall be direct buried at 30" below finished grade. All underground conduit shall be schedule 40 PVC. The electrical sub-contractor shall trench and backfill as required and repair paved areas to match existing as required. All conduit below roadways shall be concrete encased in a minimum of 3" of reinforced concrete rated for 3000 PSI. The secondary service entrance conductors are permitted to be either copper or aluminum. Provide one 4"C for the power conductors and one spare 4"C with pullstring. Conduits shall be a minimum of 3" from each other. Provide tracer wire at 12" below finished grade. Conduit will transition to RGC before turning up into the main Mechanical/Electrical room.
3. The main enclosed circuit breaker shall be sized to accommodate a minimum of 12 watts per square foot or have a 250A MCB, whichever is greater and will be located in the Mechanical/Electrical Room. A generator with a generator connection sized at 100A will be provided on the exterior of the building near the main Mechanical/Electrical room. The generator shall be sized for the facility load, plus growth of the facility. Generator shall be designed to provide power to key systems, which shall include the IT Room equipment, lights, every other teller workstation, Lobby HVAC, 24 Hour Kiosk Area, and Security Area, including the metal detector. A 100A, 3-pole transfer switch will automatically transition power from the permanent generator to the utility feed fed through the main enclosed circuit breaker. Provide a 250A MLO panel in the main Mechanical/Electrical room to distribute power within the building and site. Provide at minimum 10% spare breakers and 10% space for future provisions in the main distribution panel. All panel busses shall be copper. All 600V cabling except for the service conductors into the building shall be copper only. Provide an external UL 1449, 3rd edition surge protection device on the main electrical distribution panel.
4. Provide supplemental panelboards to feed all loads within the space. Panelboards shall be limited to 42 poles. Supplemental panelboards within view of the circuit breaker that feeds

them shall be main lug only. Panelboards located in rooms not in the same room as the circuit breaker that feeds them shall have a main circuit breaker.

1. Provide a neutral to ground bond within the main enclosed circuit breaker. Provide a main grounding bar in the main electrical room. Bond the main grounding bar to the main enclosed circuit breaker ground bus, structural steel, foundation rebar, domestic cold-water piping, the fire alarm control panel, the telecommunication main ground bar and to a grounding triad. All ground rods shall be copper clad, $\frac{3}{4}$ " x 10' minimum. Ground rods shall be installed a minimum of 10' from the building and 10' from each other. A ground loop is not required for this facility. The minimum size of any bonding conductor is #4 copper. Size all grounding and bonding conductors per NEC Article 250.
2. A lightning protection system is not required for this facility

1. All interior and exterior lighting shall be LED. Provide 2'x2' or 2'x4' recessed volumetric troffers in areas with a lay-in ceiling. Provide suspended industrial type fixtures in areas with exposed ceilings. Provide recessed can lights in gypsum ceilings. Provide wall sconces over all exterior doors. All LEDs shall have a minimum CRI of 85 and 3500K color temperature.
2. Design on average to the following footcandle levels measured at 30" AFF. Lobby, Offices, Open Work Areas, Conference Rooms, Break Rooms and Telecom/Electrical Rooms shall be design between 35-50 footcandle average. Restrooms, Corridors and Storage rooms shall be designed between 15-20 footcandle average.
3. All interior lighting in finished spaces shall be dimmable and controlled by ceiling mounted dual technology manual on/automatic off vacancy sensors and controlled by wall mounted dimmer switches and above ceiling power packs. All interior lighting in unfinished spaces shall be controlled by wall or ceiling mounted dual technology vacancy sensors, except where forbidden by code.
4. Provide emergency battery backup in select fixtures and exit signs as required by NFPA101. Wire all emergency battery backup and exit signs ahead of all local switching.
5. Provide site lighting in the parking lot and sidewalk areas. Parking light lots shall be mounted outside of the paved areas and shall be no higher than 14' AFG. Provide 36" bollard light fixtures along the sidewalk areas into the building. Design parking and sidewalk lighting to an average of 1-3 footcandles. All Exterior lighting shall be controlled by a hand/off/auto contactor with an astronomical timeclock.
6. Provide power to a monumental sign on the site.

1. Provide branch circuits for all mechanical and plumbing equipment dedicated to the building. Provide all disconnects, starters and/or VFDs as required. Provide conduit and conductors for all mechanical and plumbing equipment dedicated to the facility. Minimum conduit size allowed is $\frac{1}{2}$ "C. Minimum conductor size shall be #12 AWG. Conductors 10 AWG and smaller shall be solid conductors, conductors 8 AWG and larger shall be stranded conductors. Provide typed, permanent labels on all receptacles and light switches stating the circuit that feeds that

receptacle or light switch. Provide a typed, panelboard schedule. Provide engraved labels, black with white letters, for all panelboards and disconnect switches, this should include the name of the equipment and the circuit that feeds it.

2. MC Cable is permitted to be used concealed within the walls up to the local junction box above the ceiling. All homerun circuits shall be in EMT conduit. Provide a dedicated neutral for all circuits, sharing of neutral wires across phases is not permitted. Provide an insulated ground wire in all feeder and branch circuits, the use of metal conduit as a grounding conductor is not permitted. Provide GFI receptacles within 6 feet of any source of water. Provide exterior receptacles at each exterior door. Exterior receptacles shall have in-use lexan cover and will be GFI. Provide cover plates for all receptacles, data outlets and light switches, refer to architect for exact color of the cover plates.
3. Provide dedicated circuits to the refrigerator, microwave, dishwasher and garbage disposal as applicable in the breakroom. All rooms shall have a minimum of one duplex receptacle. All offices shall have a minimum of three duplex receptacles. Provide dedicated receptacles to copiers, fax machines, etc. Provide one dedicated double duplex receptacle for every two teller stations. Provide a duplex receptacle at 60" AFF at every TV location. Provide power in the conference room for a large wall mounted TV. Provide a power/data floor box below the conference table. Provide (2) 1-1/4" empty conduit with pullstring from the floor box to a junction box behind the TV and within 6" of the TV receptacle for future data and audio/visual cabling. Provide eight dedicated double duplex receptacles in the server room, two at the server rack location and six on the opposing or adjacent wall for future security, access control and CCTV head end equipment. Provide power to the 24-hour kiosk. All receptacles shall be mounted at 18" AFF, unless indicated otherwise. Provide a dedicated circuit for the fire alarm control panel. This circuit breakers shall be factory painted red and have a locking clip and shall be fed directly from the main electrical distribution panel. Provide a receptacle within 25 feet of all heating, air conditioning and refrigeration mechanical equipment. Provide automatic receptacle controls as required by ASHRAE 90.1 (2013). Provide one dedicated double duplex outlet for every two teller workstations. Provide two duplex receptacles in the Security room. Provide dedicated power for the metal detector and ticket machine. Provide clear labels, with typed black letters indicating panel and circuit number for all receptacles and light switches.

1. Provide rough-in for a future access control system. Provide empty junction boxes with cover plates at 48" AFF on the door handle side at all exterior doors for keypad/card readers. Provide an empty junction box above each door on the side of the door opposite of the door hinge for electric door strikes. Provide 1" empty conduit from each junction box to a single junction box above finished ceiling on the secured side of the door. Provide empty 1" conduit from each above ceiling junction box back to the Telecom/Electrical Room routed above finished ceiling. Provide a dedicated 20A, 120V circuit for door access control power. Extend this circuit to each exterior door and label for use for future access control system. Provide pullstring in all empty conduit.
2. Provide rough-in for a future security system. Coordinate exact requirements with the owner during design. Provide rough-in for motion detectors in all exterior doors, common spaces, corridors, cash rooms and rooms with at least one exterior window and the kiosk room. Provide

rough-in for door contacts at all exterior doors. Provide rough-in for panic buttons at each cashier window and at the security guard station. All conduit shall homerun to the Telecom/Electrical room. Provide pullstring in all empty conduit.

3. Provide rough-in for a future CCTV system by Avigilon. Provide Rough-In for CCTV cameras in the open lobby, teller stations, in view of the interior 24-hour kiosk room, an exterior view of the kiosk, and on the exterior within 6 feet of all exterior doors. All exterior cameras shall be mounted at 96" AFF. All conduit shall homerun to the Telecom/Electrical room. Provide pullstring in all empty conduit. Provide a dedicated duplex receptacle and a telecom outlet rough-in in the Manager's office for CCTV Monitors.

1. Provide a turnkey telecommunications system with connectivity equal to or greater than current county and state 2018 network speeds. The electrical contractor shall coordinate with the local telecom utility. The contractor shall provide (2) 4" schedule 40 PVC conduits with (3) 1-1/4" innerduct in one of the 4" conduits from the Telecom/Electrical room to a closed bottom handhole located in the utility right-of-way. All underground conduit shall be direct buried at 18" below finished grade. The electrical contractor shall trench and backfill as required and repair paved areas to match existing as required. All conduit below roadways shall be concrete encased in a minimum of 3" of reinforced concrete rated for 3000 PSI. Provide temporary firestopping inside the conduits within the Telecom room. Provide pullstring in all empty conduit and innerduct. Conduits shall be a minimum of 3" from each other. Provide tracer wire at 6" below finished grade. Conduit will transition to RGC before turning up into the main electrical room.
2. The conduits shall turn up into the corner of the Telecom room nearest to the server rack and shall terminate a minimum of 4" AFF. Provide plywood on three sides of the Telecom/Electrical room. The plywood shall be mounted a minimum of 12" from the side walls and 8" AFF. The fire-retardant plywood should be painted with fire-resistant gray paint, do not paint over the plywood stamp. Provide a 19" mini wall mounted rack for servers with a minimum of 18 rack units. Bond the rack to the TMGB. Provide horizontal and vertical cable management within the rack. Provide sufficient CAT 6, 48-port patch panels for all data drops, plus 20% spare. Provide 1 RU of horizontal cable management between all patch panels. Provide a minimum of 50% space in the data rack to account for future owner provided data switches. Terminate jacks per local and state government requirements.
3. All horizontal cables shall be CAT 6 copper cables with a blue jacket. Provide a minimum of 12" slack of cabling at each end of the run. Label all outlets and cabling at each end of the run. The minimum size conduit for horizontal telecommunications cabling is 3/4" C. Provide single gang data outlets with two RJ-45 jacks in the following locations: At each teller station (minimum of 3), conference rooms (minimum of 2), property tax office (minimum of 2), Secure Cash Room (minimum of 3), office spaces (minimum of 2), common work areas (minimum of 2), Security Guard station (minimum of 2), breakroom (minimum of 2), and at each copier, fax machine, telephone and computer location. All outlets shall be mounted at 18" AFF and be located within 12" of a duplex power receptacle. Provide single gang outlet with cover plate at each TV location, mount at 60" AFF and be located within 12" of the TV power receptacle. Provide 3/4" conduit from the top of all outlet boxes to 6" above the ceiling. Provide J-hooks back to the

Telecom Room. Provide (4) 4" sleeves from the corridor into the Telecom Room. Provide a 20" x 4" x 1/2" Telecommunications main ground bar (TMGB) with pre-drilled holes on 2" standoffs within the Telecom Room. Provide a 1/0 cu ground in 1/2" conduit bonded to the main electrical ground bar located in the Mechanical/Electrical room. Provide a bond from the server equipment rack to the TMGB.

4. Provide a dedicated Ductless Split System for the Telecom Room.
5. Provide empty 1"C with pullstring from the Telecom room to the exterior monumental sign.

EXCEPTIONS TO SPECIFICATIONS

Notwithstanding the preceding specifications, the following exceptions and clarifications shall control. Building will be a one-story building with approximately 5,420 gross sf according to the site plan and floor plans included in this Schedule I (as modified during design phase, as approved by DeKalb County Tax Commission) and will include the following scope criteria:

- Emergency generator to power lighting, work stations, server room and other core electrical needs will be included; generator is not expected to run the HVAC.
- Solid surface countertops will be included with high grade laminate millwork for cabinets with specs to be provided to Tax Commissioner for review and approval. Heavy duty hardware is included. No AWI certifications are included.
- AISC steel certification is excluded for the fabricator and erector.
- A dedicated outside air unit is excluded. The air will be not be pretreated before it reaches the rooftop units. Five thermostats have been included to provide control of the units, with mini split installed.
- DDC controls are not included, the facility can be adequately serviced with standard control units.
- Ceramic floor tile and wall tile will be used in the bathrooms. The wall tile will be 5' high on the wet walls.
- Carpet tile is included for the staff area, offices, teller stations, conference room and work area. LVT is included for the cash room, storage room, breakroom. The entry vestibule will have walk off mats.
- The IT room, mechanical room, and janitor's closet will be sealed concrete.
- Porcelain tile shall be used in all customer accessible area floors, including the secured vestibule and exit vestibule, security and the transaction machine room.
- FRP to be installed 4' up all customer accessible area walls.
- A Tyvek vapor barrier is included behind the brick and stucco.
- Stained oak interior doors are included.
- Main public exit and the transaction machine room shall have standard storefront glass doors. Storefront glass is included in the entry area surrounding the security officer to give him visibility of the entrance vestibule, exit vestibule, and lobby areas. The entry vestibule includes automatic doors. Entry and exit vestibules to have handicap openers per code. All doors accessible by the public must have handicap openers, except emergency exits.
- Flush exterior hollow metal doors are included.
- No site lighting is included. The County will lease poles, pole bases, and conduit from Georgia Power. Exterior bldg. lighting will meet code.
- A fire sprinkler system is not included, unless required by City code.
- A motorized projector screen, and projector, is included.
- TVs and mounts are included.
- There is an allowance of \$35,000 for all signage, to include digital signage.
- Parking bollards are included. Bollards in front of the building are included to prevent cars running thru the front glass.
- No chain link fence other than the dumpster gate is included.
- FF&E, Data cabling and AV is included.
- All new landscaping all around the exterior of the building, around power transformer as well. Remove trees that are dead, hazardous or unsightly on the property. Any landscaping that protrudes from adjacent properties must be cut back. Irrigation is included.
- A dumpster drain is not included, unless required by City code.

- Rough in and wiring will be provided for the following systems: intrusion, access control, AV, CCTV, and Data, with DeKalb County transferring the CCTV, DeKalb County to install access controls and security cameras from the current Dresden location.
- Scope will include new door strikes and mag locks.
- Scope will include new security/fire system with 15 panic buttons, including at each customer service station, security station, cash room, and each office.
- Access control hardware is not included and shall be relocated from the current location.
- A public address system is not included.
- Bullet resistant transaction windows are included at each customer service station.
- A steel structure has been included instead of load bearing masonry. This includes steel studs with a brick exterior then stucco.
- Cash room and transaction room walls to be masonry.
- One flagpole will be included.
- Electric hand dryers in bathrooms are included.
- A covered walkway will connect the building entry to the rear parking lot.
- Sound eaters/absorbers in Lobby Area
- Increase the driveway as much as possible
- Moving expenses from Dresden Tag Office to Clairmont location included
- Fence-in the generator and HVAC
- Employee parking in rear with access-controlled entry and exit (2 guard arms)
- Install 8-foot wooden fence around the perimeter of the building all the way up to the detention pond, if code allows
- Remove and replace all sidewalk leading to the front door
- Remove "Norman's" sign and billboard
- Remove concrete slab after demo of rear building and replace with continuous asphalt
- Install locked gate in front driveway to prevent overnight parking from neighbor businesses
- Remove/cut back existing trees on front
- In parking lot remove existing asphalt, repair base, replace with new asphalt and restripe parking lot and provide directional signage, including handicap parking
- Entry way has glass windows all the way around
- UVA has a \$100,000 contingency is included in the budget
- No P&P bond is included.

Schedule II to Exchange Agreement

UVA Building Reports

1. Asbestos Inspection Report, Commercial Property, 3653 Clairmont Road, Chamblee, DeKalb County, Georgia dated January 24, 2020 prepared for Upper Valley Acquisitions, LLC and DeKalb County by Michael G. Short AHERA Inspector Certification #5259, Sailors Engineering Associates, Inc., SEA Job #202-001.
2. Phase I Environmental Site Assessment, Commercial Property, 3653 Clairmont Road, Chamblee, DeKalb County, Georgia dated January 24, 2020 prepared for Upper Valley Acquisitions, LLC and DeKalb County by Steven Liazzari and Michael J. Haller, Sailors Engineering Associates, Inc., SEA Job #202-001.
3. As Built Survey for 3653 Clairmont Road, DeKalb County, GA prepared by Michael Noles, G.R.L.S. No. 2646 for McClung Surveying Services, Inc. dated January 25, 2018