

**MINUTES OF MEETING OF  
SOUTH FULTON DEVELOPMENT AUTHORITY**

October 1, 2024

PRELIMINARY – Dinner was held from 5:30 pm to 6:00 pm. A meeting binder was distributed to all Board members.

I. CALL TO ORDER

Chairperson Mercedes Miller called the meeting to order at 6:07 pm.

The meeting was called to order at the meeting at the time, on the day, and at the place set forth as follows:

Time: 6:07 pm

Date: September 3, 2024

Place: 6385 Old National Highway, Suite 210, South Fulton, GA 30349

II. ROLL CALL

The following directors, constituting a quorum of the Board, were present at the meeting:

Present: Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, John De’Laigle, Stacey Williams, September Cooper, Nathan Lewis, and Dana Tucker Davis

III. ADDITIONS/ DELETIONS/ APPROVAL OF THE AGENDA

The agenda was presented by Chairperson Miller.

Dana Tucker-Davis -- Deletion: Approval of August 7, 2024, meeting minutes. They are not ready but should be by the next meeting.

James Reese— Addition: New Business: Economic Development holiday sponsorship

**Motion:** Motion to approve October 1, 2024, meeting agenda with new additions and deletions was made by Phyllis Minter, Seconded by James Reese. Hand vote: YES: Unanimous - Kimberly Mays, Mercedes Miller, Dana Tucker Davis, Phyllis Minter, James Reese and Nathan Lewis. NO – none. **Motion PASSES.**

IV. APPROVAL OF MINUTES

Motion: Motion to approve September 3, 2024, meeting minutes was made by James Reese, Seconded by Phyllis Minter. Hand vote: YES: Unanimous -

Kimberly Mays, Mercedes Miller, Dana Tucker Davis, and Nathan Lewis. NO – none. Motion PASSES

V. CITIZENS COMMENTS

No comments.

VI. PRESENTATIONS

A. Economic Development Updates

Exec. Dir. Jones -- This month, the Economic Development Department took part in the Georgia Economic Development Association (GEDA) Annual Conference in Savannah, GA. Representatives from the Old National Advisory Board, the Red Oak Advisory Board, and the South Fulton Development Authority attended, actively participating in discussions around economic growth, small business support, and community-driven initiatives to benefit South Fulton.

Additionally, our department supported the grand opening of a Chick-fil-A in District 3. The owner, a South Fulton native, generously gave out 300 meal cards to all teachers and staff at the three area schools.

Looking ahead, our department has partnered with Sizemore, an urban design consulting firm, and will hold three community meetings in October across the three focus areas: District 4, the Red Oak Historical District, and the Old National District. These meetings will allow for valuable community input on future developments.

James Reese—How is urban design different from Retail Strategies?

Exec. Dir. Jones – Urban design is the actual physical look and feel of things and the retail strategy is a study to look at what is already in place and see what restaurants, entertainment, and retail will be attainable in our current state and what we need to do to get other retailers.

VII. COMMITTEE REPORTS

A. Vision Ad Hoc Committee

- a. Kimberly Mays – we have our last interview this Friday and will be able to give more updates and recommendations at the next meeting.

B. Activities Committee

- a. Stacey Williams – we have decided to do an ARPA grant, and the layout/plan is in the packet to pay for façade improvements. One business per district will be awarded the grant.

Exec. Dir. Jones – the activities committee will bring the application recommendations to the next meeting.



Dana Tucker-Davis—just want to clarify that the activities committee will be vetting the applications and bringing that to the board?

Stacey Williams – Yes, we don't want to waste the board's time with the applications that we know will not stand.

C. Civic Engagement

- a. September Cooper – we have no updates at this time.

D. Finance Committee

- a. Treasurer Nathan Lewis – the August balance is \$602, 439.97. We will schedule a committee meeting once we receive the updated statement.

VIII. NEW BUSINESS

A. Joint Development Authority Meeting Date Discussion

Exec. Dir. Jones -- The City Council postponed

B. Economic Development Holiday Sponsorship

James Reese—This is a Christmas tree lighting partnership with the city and have school children singing.

Chairwoman Miller—The City already has multiple Christmas events. Artie, what do you think?

Exec. Dir. Jones—Is this something that we are starting brand new?

James Reese—Yes, I know the City already has multiple events for Christmas but there is not something citywide.

Chairwoman Miller—I think this is a wonderful idea but don't know if we will have enough time to plan it since it's already October.

Dana Tucker-Davis—Is there already a central tree that we are lighting?

James Reese—No, we would be funding the entire project.

Dana Tucker-Davis – Is this tree going up for the event and coming down?

James Reese—It would stay up for the entire season.

Phyllis Minter – The conversation was that the city has multiple events, but nothing centralized so we were thinking to do something at Wolf Creek Amphitheater.

September Cooper-- I think this will be a god event that the civic engagement committee can do for next year.

IX. OLD BUSINESS

A. Nomination and election of SFDA Vice Chairman

Dana Tucker-Davis nominated James Reese for Vice Chair.

**Motion to vote James Reese as the new Vice Chair**– Motioned by September Cooper, Seconded by Phyllis Minter. Hand vote: YES: Unanimous- Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, Stacey Williams, Nathan Lewis, Dana Tucker-Davis, and September Cooper. NO – None. **Motion PASSES.**

**Motion to go into executive session** – Vice Chairman James Reese Seconded by September Cooper. Hand vote: YES: Phyllis Minter, Mercedes Miller, Stacey Williams, Nathan Lewis, September Cooper, Kimberly Mays, James Reese, and Dana Tucker-Davis. NO – None. --. Motion PASSES.

X. EXECUTIVE SESSION (REAL ESTATE/PERSONNEL/LITIGATION)

A. MANSA

XI. ADJOURNMENT – Chairperson Miller requested a motion to adjourn the meeting.

**Motion:** Motion to adjourn the meeting was made by board member September Cooper, Seconded by Vice Chairman James Reese. Hand vote: YES - Kimberly Mays, Phyllis Minter, September Cooper, Nathan Lewis, James Reese, Mercedes Miller, Stacey Williams, and Dana Tucker Davis. NO-None. **Motion PASSES.**

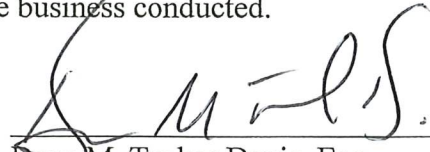
The meeting adjourned at 9:16pm.

Next Meeting: Wednesday, November 6, 2024, at 6 pm at 6385 Old National Highway, Suite 210, South Fulton, GA 30349.

\* \* \*

**CERTIFICATE OF SECRETARY**

I certify that I am the duly elected Secretary of the Board of Directors for the South Fulton Development Authority and that these minutes, consisting of seven (7) pages, are the minutes of the meeting of the Board of Directors held on October 1, 2024. To the best of my knowledge these minutes are a true and accurate representation of the business conducted.

  
\_\_\_\_\_  
Dana M. Tucker Davis, Esq.  
Board Secretary



## **South Fulton Development Authority**

Tuesday, October 1, 2024 – 6:00 pm  
Economic Development Office  
6385 Old National Highway, Suite 210  
South Fulton, GA 30349

### **Join Zoom Meeting**

<https://us06web.zoom.us/j/87844655967?pwd=iZSkH40brW4VxawvYlbNaU3NRWZK9T.1>

### **AGENDA**

- I. **Call Meeting to Order**
- II. **Roll Call**
- III. **Additions/Deletions/Approval of the Agenda**
- IV. **Approval of Minutes -**
  - A. Wednesday, August 7, 2024
  - B. Tuesday, September 3, 2024
- V. **Citizen Comments - (limited to 2 minutes each)**

### **Presentations**

- A. Economic Development Update – Artie Jones

### **VI. Committee Reports**

- A. Vision Ad Hoc Committee – Website Development
- B. Activities Committee -
- C. Civic Engagement Committee
- D. Finance Committee

### **VII. New Business**

- A. Joint Development Authority Meeting Date (Discussion)
- B.

### **VIII. Old Business**

- A. Nomination and Election of SFDA Vice - Chairman
- B.

### **VIII. Executive Session (Real Estate/Personnel/Litigation)**

- A.

B.

X. **Adjournment**

**Next Meeting:** *Wednesday, November 6, 2024*  
**Location:** *TBD*  
**Time:** 6 pm (5:30pm for dinner)

# Minutes



## Divider Sheet



## South Fulton Development Authority

**Agenda Item Name:** Review and Approval of Minutes

**Date:** October 1, 2024

**Category:** Minutes

**Department:** Economic Development

**Presenter(s):** Chairman Mercedes Miller

### Background

The SFDA Chairman will request that the board review the minutes from the previous meeting(s).

**Financial Impact:** n/a

**Action requested:** The SFDA board is asked to review, adjust, and / or approve the minutes from Wednesday, August 7<sup>th</sup> and Tuesday, September 3<sup>rd</sup>. There should be a separate motion for each item.

**MINUTES OF MEETING OF  
SOUTH FULTON DEVELOPMENT AUTHORITY**

September 3, 2024

PRELIMINARY – Dinner was held from 5:30 pm to 6:00 pm. A meeting binder was distributed to all Board members.

I. CALL TO ORDER

Chairperson Mercedes Miller called the meeting to order at 6:07 pm.

The meeting was called to order at the meeting at the time, on the day, and at the place set forth as follows:

Time: 6:07 pm

Date: September 3, 2024

Place: 6385 Old National Highway, Suite 210, South Fulton, GA 30349

II. ROLL CALL

The following directors, constituting a quorum of the Board, were present at the meeting:

Present: Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, John De’Laigle, Stacey Williams, September Cooper, Nathan Lewis, and Dana Tucker Davis

III. ADDITIONS/ DELETIONS/ APPROVAL OF THE AGENDA

The agenda was presented by Chairperson Miller.

Additions:

Exec. Dir. Jones – Executive Session Item C. Discussion of Project Donnees

**Motion:** Motion to approve September 3, 2024, meeting agenda with new additions was made by Stacy Williams, Seconded by September Cooper. Hand vote: YES: Unanimous - Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, Dana Tucker Davis, September Cooper, Stacy Williams, John De’Laigle, and Nathan Lewis. NO – none. **Motion PASSES.**

IV. MINUTES

Exec. Dir. Jones – August minutes will be available at the next meeting

V. CITIZENS COMMENTS

J.B. Trell resident since 2009, District 3

Kyle Smith—Gardens at Camp Creek

VI. PRESENTATIONS

A. Economic Development Updates

VII. COMMITTEE REPORTS

A. Vision Ad Hoc Committee

- a. Kimberly Mays -- received three proposals and heard a presentation from Nicole with Elocin Marketing just before the Development Authority Meeting and will have more information to report in October.

B. Activities Committee

- a. Stacey Williams – met via the phone to review the ARPA application and ways to utilize the funds

C. Civic Engagement

D. Finance Committee

- a. Treasurer Nathan Lewis – has the current account information in the DA packets.
- b. Exec. Dir. Jones – The accounts haven't updated to show that the Development Authority has reimbursed the Economic Development Department but it should be reflected next month.

VIII. NEW BUSINESS

A. Joint Development Authority Meeting – October 2024

**Motion:** Motion to approve having a joint development authority meeting with city council on October 1, 2024, was made by Vice Chair John De'Laigle, Seconded by James Reese. Hand vote: YES: Unanimous - Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, Dana Tucker Davis, September Cooper, Stacy Williams, John De'Laigle, and Nathan Lewis. NO – none. **Motion PASSES.**



## IX. OLD BUSINESS

### A. Election of Officers (Clarification)

Isaac Yilma -- John will step down from his Vice Chair position once he relocates. According to the by laws he can only miss so many meetings and be zoomed in to a certain number of meetings. So, it would make the most sense for him to step down although he can remain a member of the board.

Chair Mercedes Miller – The person replacing John as the Vice Chair will only serve the remainder of John's term.

Vice Chair John De'Laigle – nominated James Reese to take his place

Secretary Dana Tucker Davis – I think we should hold off on voting until the October meeting.

**Motion to vote on a new vice chair in the October 2024 meeting**— Board Member James Reese, Seconded by John De'Laigle. Hand vote: YES: Unanimous- Kimberly Mays, Phyllis Minter, James Reese, Mercedes Miller, John De'Laigle, Stacey Williams, Nathan Lewis, Dana Tucker-Davis, and September Cooper. NO – None. **Motion PASSES.**

### B. City of South Fulton and South Fulton Development Authority Intergovernmental Agreement (IGA)

**Motion to approve the IGA** – Vice Chair John De'Laigle Seconded by James Reese. Hand vote: YES: Phyllis Minter, Mercedes Miller, Stacey Williams, Nathan Lewis, September Cooper, Kimberly Mays, John De'Laigle, James Reese, and Dana Tucker-Davis. NO – None. --. Motion PASSES.

**Motion to go into executive session** – Board Member September Cooper Seconded by James Reese. Hand vote: YES: Phyllis Minter, Mercedes Miller, Stacey Williams, Nathan Lewis, September Cooper, Kimberly Mays, John De'Laigle, James Reese, and Dana Tucker-Davis. NO – None. --. Motion PASSES.

## X. EXECUTIVE SESSION (REAL ESTATE/PERSONNEL/LITIGATION)

### A. MANSA

### B. Gardens at Camp Creek

### C. Discussion of Project Donnees

XI. ADJOURNMENT – Chairperson Miller requested a motion to adjourn the meeting.

**Motion:** Motion to adjourn the meeting was made by Board member Kimberly Mays, Seconded by Board member September Cooper. Hand vote: YES - Kimberly Mays, Phyllis Minter, September Cooper, Nathan Lewis, James Reese, Mercedes Miller, John De”Laigle, Stacey Williams, and Dana Tucker Davis. NO-None. **Motion PASSES.**

**The meeting adjourned at 8:20 pm.**

Next Meeting: October 1, 2024, at 6 pm at 6385 Old National Highway, Suite 210, South Fulton, GA 30349.

\* \* \*

#### **CERTIFICATE OF SECRETARY**

I certify that I am the duly elected Secretary of the Board of Directors for the South Fulton Development Authority and that these minutes, consisting of seven (7) pages, are the minutes of the meeting of the Board of Directors held on August 2, 2023. To the best of my knowledge these minutes are a true and accurate representation of the business conducted.

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Dana M. Tucker Davis, Esq.

Board Secretary

# Citizen Comments



## Divider Sheet



## South Fulton Development Authority

**Agenda Item Name:** Citizen comments

**Date:** October 1, 2024

**Category:** Public participation

**Department:** Economic Development

**Presenter(s):** Chairman Mercedes Miller

### **Background**

The SFDA board of directors encourages the community to be involved in the development and redevelopment of the city. During citizen comments the community is allowed to communicate to the SFDA board.

**Financial Impact:** n/a

**Action requested:** No SFDA board action is required.

# South Fulton Development Authority

## Public Comment Sign Up

[illegible]

# **Presentations**



# **Divider Sheet**

# Economic Development





# Sizemore Group

JOIN US FOR A

## COMMUNITY MEETING

Shaping the future with the  
SIZEMORE GROUP URBAN  
PLANNING & DESIGN

**Date and Time:**  
Thursday, October 10th  
6:00 PM - 7:30 PM

**Crestwood Event & Conference Center**  
6524 Old National Hwy Bldg B-101  
South Fulton, GA 30349

**WHAT TO EXPECT**

Together, we'll explore ways to improve the redevelopment areas and gather feedback to ensure we meet the needs and goals of the Old National District.

JOIN US FOR A

## COMMUNITY MEETING

SHAPING THE FUTURE  
WITH THE SIZEMORE GROUP  
URBAN PLANNING & DESIGN

**TUESDAY  
OCTOBER 15, 2024  
6:00 PM-7:30 PM**

**RED OAK DISTRICT  
AND DISTRICT 3**

SOUTH OAK HIGH SCHOOL  
7580 SPRINGBOX DR., STE 100  
SOUTH FULTON, GA 30215

JOIN US FOR A

## COMMUNITY MEETING

SHAPING THE FUTURE WITH  
THE SIZEMORE GROUP URBAN  
PLANNING & DESIGN

**DISTRICT 4**

**THURSDAY, OCTOBER 29, 2024  
6:00 PM-7:30 PM**

**ELEGANT OCCASIONS  
EVENT CENTER**  
7580 SPRINGBOX DR., STE 100  
SOUTH FULTON, GA 30215

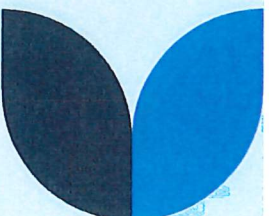




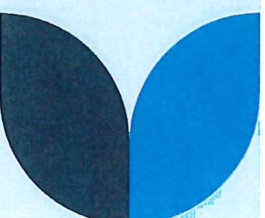
# GEDA 2024

Attended by:

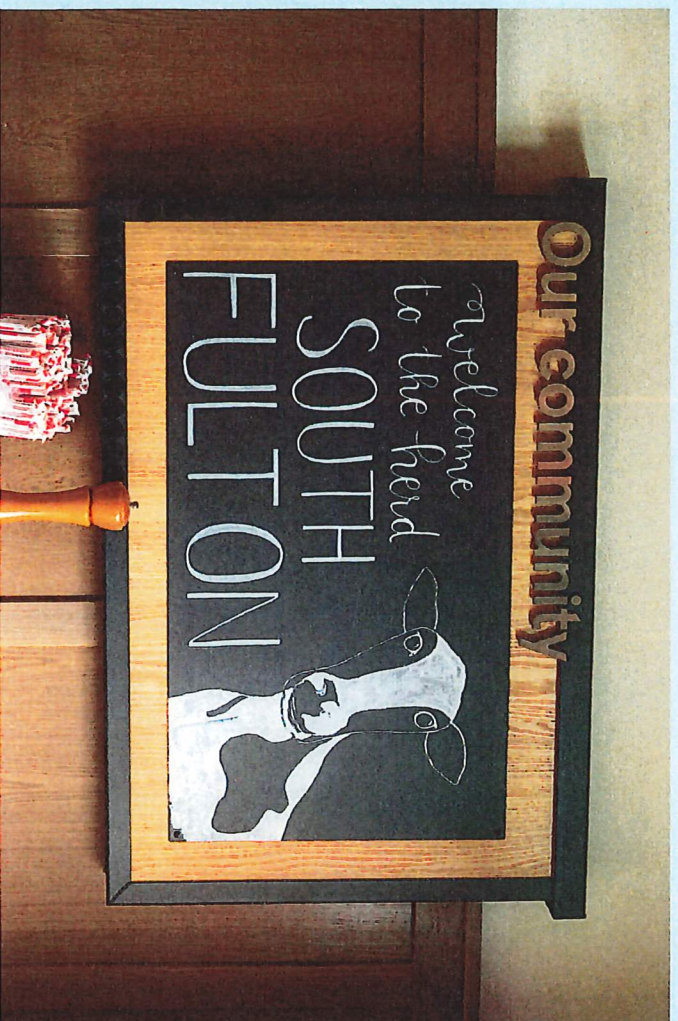
- 3 Red Oak Board Members
- 3 OND Board Members
- 5 SFDA Members
- 1 DDA Members








# Chick-Fil-A Grand Opening – 9/25



5395 Thompson Road, South Fulton, GA, 30213



# Old National District



**SOUTH TAYLOR**

**SESSION #2: STRATEGIZE YOUR BUSINESS SUCCESS**

**THURSDAY**  
October 3, 2024  
5:30 PM to 7:30 PM

6385 Old National Hwy  
Suite 210  
South Fulton, GA 30349

**FREE EVENT!**

**REGISTER AT [OLDNATIONALDISTRICT.US](http://OLDNATIONALDISTRICT.US)**



**OLD NATIONAL GROWS FARMERS MARKET**

## FALL INTO WELLNESS

Join the last market of 2024!

- Savor the Flavors from the Slurpy Vegan food truck - a tasty twist on healthy eating!
- Shop Fitness: Autumn Sweat Session - join us at 11:30am for the ultimate outdoor fitness experience!
- Craft & Create at Tropical Expressions DIY Pumpkin Succulent Workshop.
- Shop Wellness vendors and get our seasonal produce at the GreenWalle Mobile Market.

**Saturday, October 5th**  
11:00 am - 3:00 pm

**Til County Station**  
7494 Old National Hwy.  
South Fulton, GA 30296

**Pet & Kid-Friendly Event!**






# Committee Reports



## Divider Sheet

## South Fulton Development Authority

**Agenda Item Name:** Committee Reports

**Date:** October 1, 2024

**Category:** SFDA Committees

**Department:** Economic Development

**Presenter(s):** Chairman Mercedes Miller

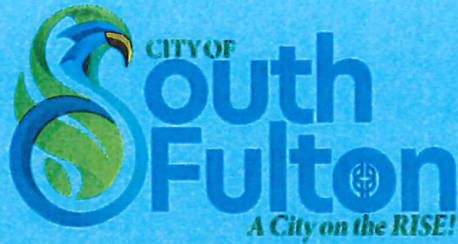
### **Background**

The SFDA board of directors is comprised of several subcommittees: vision, activities, civic engagement, and finance. Each of these committees will have the opportunity to report to the SFDA board of directors those activities underway within each respective group.

### **Financial Impact:**

**Action requested:** SFDA board action may or may not be necessary.





## SOUTH FULTON DEVELOPMENT AUTHORITY

### FAÇADE GRANT PROGRAM

*The South Fulton Development Authority has launched a Façade Grant Program, designed to encourage the renovation and renewal of commercial structures within eligible census tracts. With funding through the American Rescue Plan Act (ARPA), the South Fulton Development Authority will provide funding to property and small business owners impacted by the financial challenges of the COVID-19 pandemic. This grant is to assist those in need of building exterior improvements as an effort to strengthen pride of ownership and create a conducive environment for business growth and expansion.*

*Applications and supporting documents can be submitted in person or mail. Deliver/Mail to: Attn: South Fulton Development Authority Economic Development Office, 6385 Old National Highway, Ste. 210, South Fulton, GA 30349.*

*Applicants are encouraged to keep a copy of the application for their records. Due to anticipated responses, staff will not provide feedback regarding the status of submission. Applications will be reviewed in the order received. The businesses selected to move forward in the process will be contacted therefore, provide as much documentation to support your request for assistance.*

*Please note: Incomplete applications will not be considered for funding.*

#### ELIGIBLE IMPROVEMENTS

|   |   |
|---|---|
| Signage & Lighting                              | Window & Door upgrade and replacement               |
| Front and/or alternate entrance of the building | Façade Painting                                     |
| Awnings   | Other aesthetic & functional hardscape improvements |



## ELIGIBILITY REQUIREMENTS

*NOTE: Prior to completing the grant application, please contact the Economic Development Department to verify that your project address falls within an eligible census tract.*

*\*Owners of existing businesses within the City of South Fulton eligible census tracts, are able to apply for funding through the Façade Grant Program. Tenants are eligible as well to apply for assistance with written permission of the property owner.*

*\*Copy of current business license*

*\*Copy of Certificate of Organization or business document issued by the State of Georgia*

*\*Self-contracted projects require an itemized list of materials with a labor cap of \$20.00 per hour. Contractors must submit a detailed proposal which includes the cost estimation.*

*Grants are limited to one (1) per business/store front mailing address during any twenty-four (24) month period. Grants up to \$8,572 are available for eligible businesses.*

## ARCHITECTURAL REVIEW REQUIREMENTS

*All projects must be reviewed and approved by the Economic Development Department and comply with all City planning & building codes to take advantage of this program. The design guidelines are to be utilized by the Review Board in evaluating each application for assistance, which have been established by the Economic Development Department.*

### What must I do to participate in the Façade Grant Program?

Determine if the project will require a permit (Information is available through the Permitting Department: [permits@cityofsouthfultonga.gov](mailto:permits@cityofsouthfultonga.gov), 470-809-7200)

Review by the City Planner may be required depending on the project scope ([planning@cityofsouthfultonga.gov](mailto:planning@cityofsouthfultonga.gov))

Complete the Façade Grant application and submit it to the Economic Development Office. If you are a tenant, ensure that the property owner's signature is provided on the application. (Note: A minimum of three (3) cost estimates must be submitted for the project)

The Development Authority will review the applications and notify you of its decision. If your project is approved, you will receive a "Checklist for Payment of Grant Award Form".

To maintain grant eligibility, the façade work must not commence prior to the Economic Development Department notifying you of the grant award in writing. Once the façade improvements are completed, you must submit all appropriate documentation: invoices, cancelled checks, etc. to the Economic Development Director.

*The South Fulton Development Authority will review the finalized documents for the project and once all inspections have been completed, the grant can then be disbursed to the awarded applicant.*

## ARE THERE ANY RESTRICTIONS?

*Due to the limitation of funding, the City of South Fulton reserves the right to reject any project that is determined to be inappropriate or doesn't meet the standards of the grant program.*

- *Properties with existing violations of zoning or sign ordinances are ineligible.*
- *Properties with past due city taxes and/or fees are ineligible.*

## TIMELINE OF GRANT AWARDING NOTICE

*Note: The Façade Grants will be awarded on a first come, first serve basis.*

- *Applications will be accepted during the first month of each quarter.*
- *Applications will be evaluated and ranked during the second month of each quarter.*
- *The grant will be awarded within the third month of each quarter.*

### TO APPLY:

**Applications are available via the Economic Development website ([xxxx.com](http://xxxx.com))**

**AND**

**At the Economic Development Office**

**6385 Old National Hwy, Ste. 210**

**South Fulton, GA 30349**

**Monday-Friday, 9:00am-4:00pm**

**Contact Email:**

**[naylah.daniels@cityofsouthfultonga.gov](mailto:naylah.daniels@cityofsouthfultonga.gov)**





## South Fulton Development Authority

### *Checklist for Façade Grant Award Payment*

Name of Façade Grant Project: \_\_\_\_\_

Grant award payments will be made as reimbursements for documented project expenses. To proceed with receiving reimbursement for those expenses, the business owner must provide the following:

- a) \_\_\_\_\_ Documentation of the project being completed, including the invoices, cancelled checks, final bill containing the total of expenses
- b) \_\_\_\_\_ A copy of the building permit (if required) and a copy of building inspectors final report
- c) \_\_\_\_\_ A site visit to confirm the project completion and its compliance with the initial approved plans
- d) \_\_\_\_\_ The business owner's written commitment to maintain the project improvements for a minimum of five (5) years
- e) \_\_\_\_\_ A W-9 form to be submitted to the COSF Economic Development office for payment of reimbursement

*By my signature below, I hereby certify my commitment to maintaining the project improvements funded by this façade grant for a minimum of five (5) years.*

I submit this statement and the required documentation for reimbursement on this date: \_\_\_\_\_

Business Owner's Signature

COSF ED Representative



Date Received: \_\_\_\_\_  
Design Review: \_\_\_\_\_  
COSF ED Approval: \_\_\_\_\_  
Paid: \_\_\_\_\_

## South Fulton Development Authority Façade Grant Application

Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Project Address (only complete if different from business address): \_\_\_\_\_

Business Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Description of Work:

Cost Estimate: \_\_\_\_\_ Grant Amount: \_\_\_\_\_

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

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Applicant\*\* (Circle one):    Owner            Renter

**\*\* If renting, provide owner's name, phone number and signature authorizing the proposed façade grant improvements considered in this application.**

Owner's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Owner's Signature of Approval

Date

### Check List

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | Scope of work documentation & specifications of façade improvements    |
| <input type="checkbox"/> | Cost & time estimates of work  |
| <input type="checkbox"/> | Proposed colors and/or paint samples (if applicable)                   |
| <input type="checkbox"/> | Attached before & after photographs of the property & its improvements |
| <input type="checkbox"/> | 4 copies of the completed application with photos provided             |

Review Committee Recommendation:  
\_\_\_\_\_ Approve \_\_\_\_\_ Disapprove

Work Start Date: \_\_\_\_\_

Work Completion Date: \_\_\_\_\_



# New Business



# Divider Sheet

## **South Fulton Development Authority**

**Agenda Item Name:** Joint Development Authority Meeting

**Date:** October 1, 2024

**Category:** New Business

**Department:** Economic Development

**Presenter(s):** Executive Director Artie Jones

### **Background**

The SFDA board of directors had planned on having a quarterly Joint Development Authority meeting in the month of October to avoid having a Joint meeting in the month of December. Due to managements request the Joint Development Authority meeting has been postponed. It is unknown of when the next Joint Development Authority meeting will be held.

### **Financial Impact:**

**Action requested:** No action is required by the SFDA board.

# Old Business



# Divider Sheet

## **South Fulton Development Authority**

**Agenda Item Name:** Nomination and election of SFDA Vice Chair

**Date:** October 1, 2024

**Category:** Old Business

**Department:** Economic Development

**Presenter(s):** Chair Mercedes Miller

### **Background**

The current SFDA chairman is relocating out of the area. For the unexpired term of the current SFDA chairman, a new vice-chairman should be nominated, elected, and appointed by the SFDA board of directors.

**Financial Impact:** n/a

**Action requested:** The SFDA board should nominate and appoint a new vice-chairman for the unexpired term of the current vice-chairman which ends September 30, 2025.

# Executive Session



# Divider Sheet



## South Fulton Development Authority

**Agenda Item Name:** Merril Project

**Date:** October 1, 2024

**Category:** Executive Session

**Department:** Economic Development

**Presenter(s):** Edmund Wall and Artie Jones

### **Background**

Mixed use development proposed for South Fulton Parkway and Cedar Grove. Project is in need of financial assistance to support water / sewer hookups with the City of Atlanta and Fulton County, as well as assistance with proposed structured parking for the development.

**Financial Impact:** \$2.5 to \$4.5 million

**Action requested:** The SFDA board is asked if they feel incentives are justified, and if they are how much should be considered.





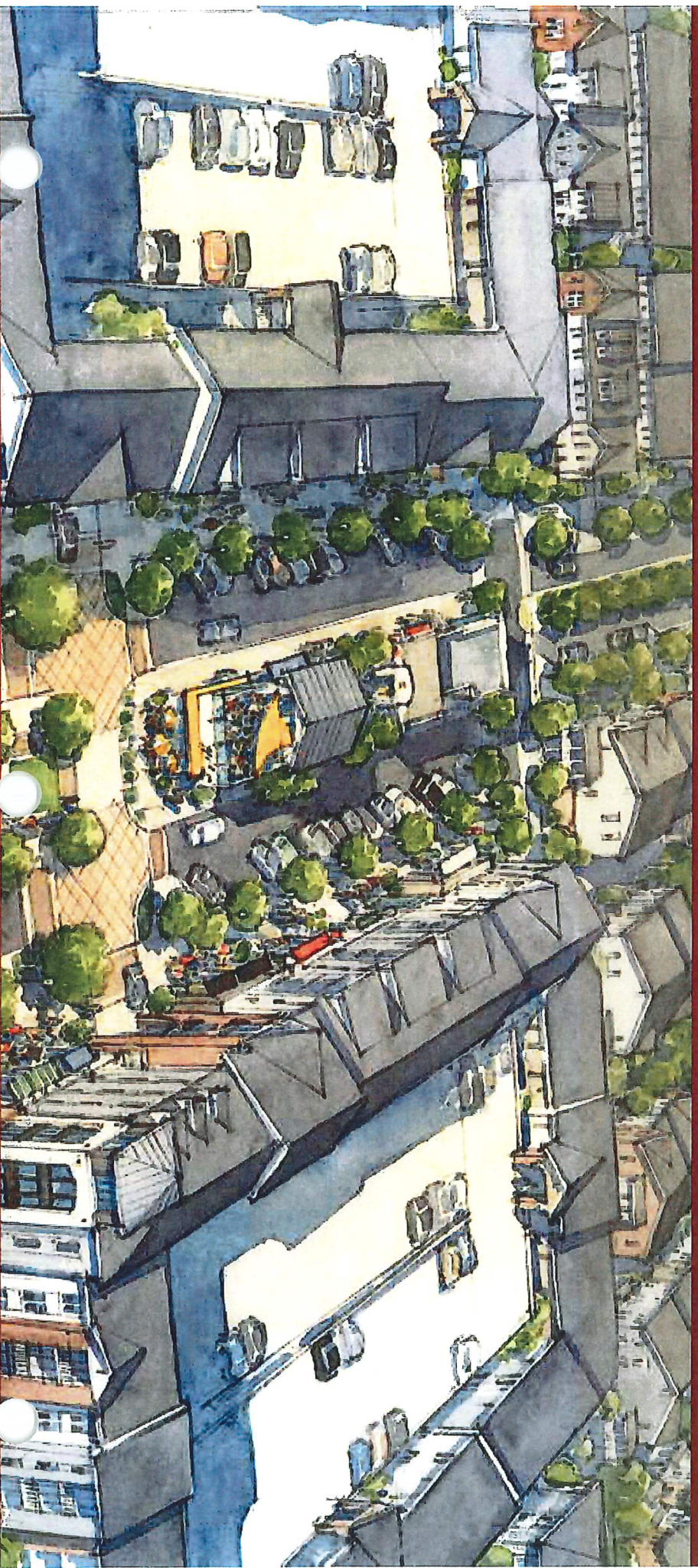
# CEDAR GROVE VILLAGE

Mixed Use Development at the southeast intersection of  
South Fulton Parkway and Cedar Grove Road in the City of South Fulton.

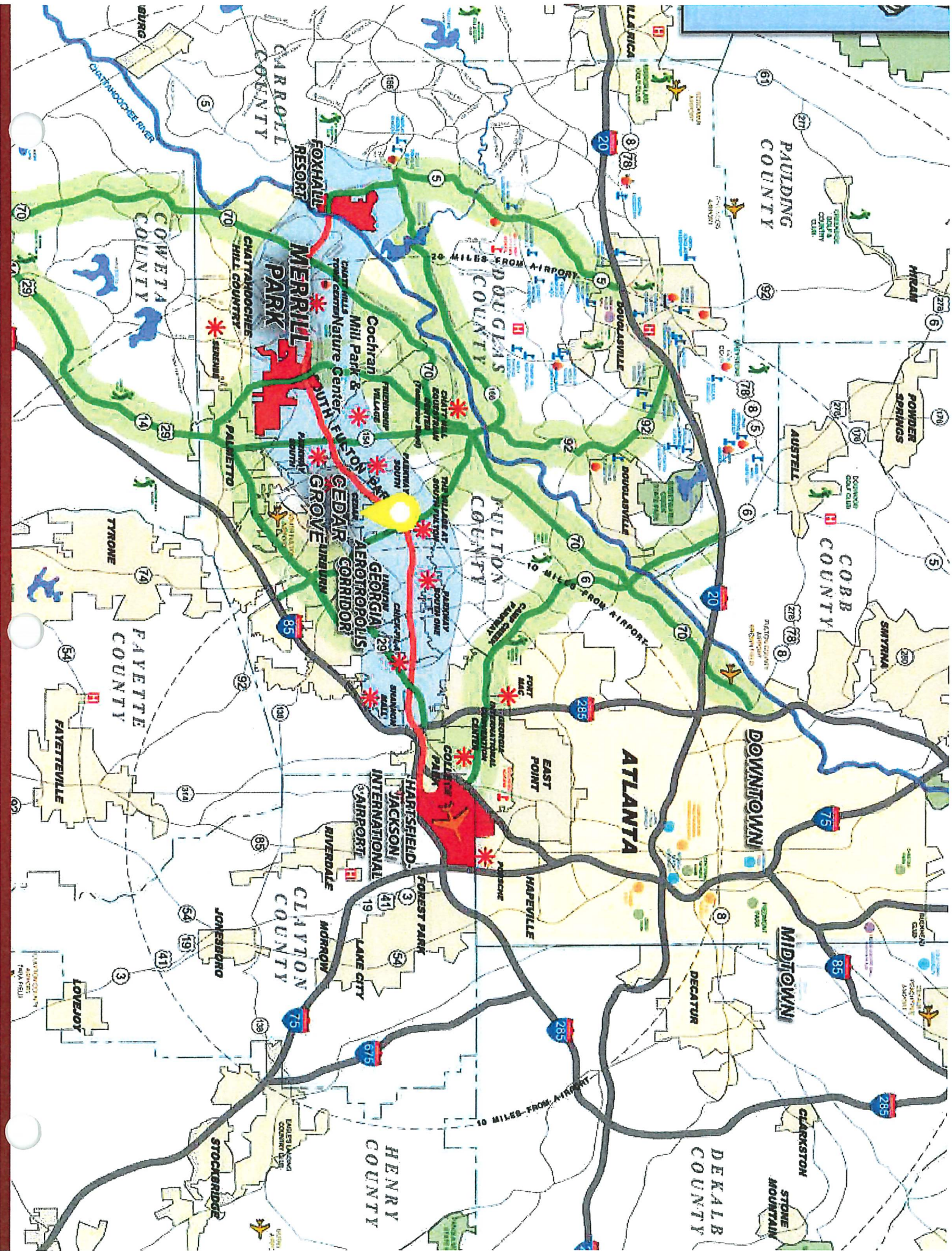


Cedar Grove Village is a \$300 million 65 acre mixed use development located in the City of South Fulton at the intersection of S. Fulton Parkway and Cedar Grove Road. The new urbanism project will include multiple restaurants, entertainment facilities, retail, townhouses, apartments, and single-family detached housing, surrounding a large community park.

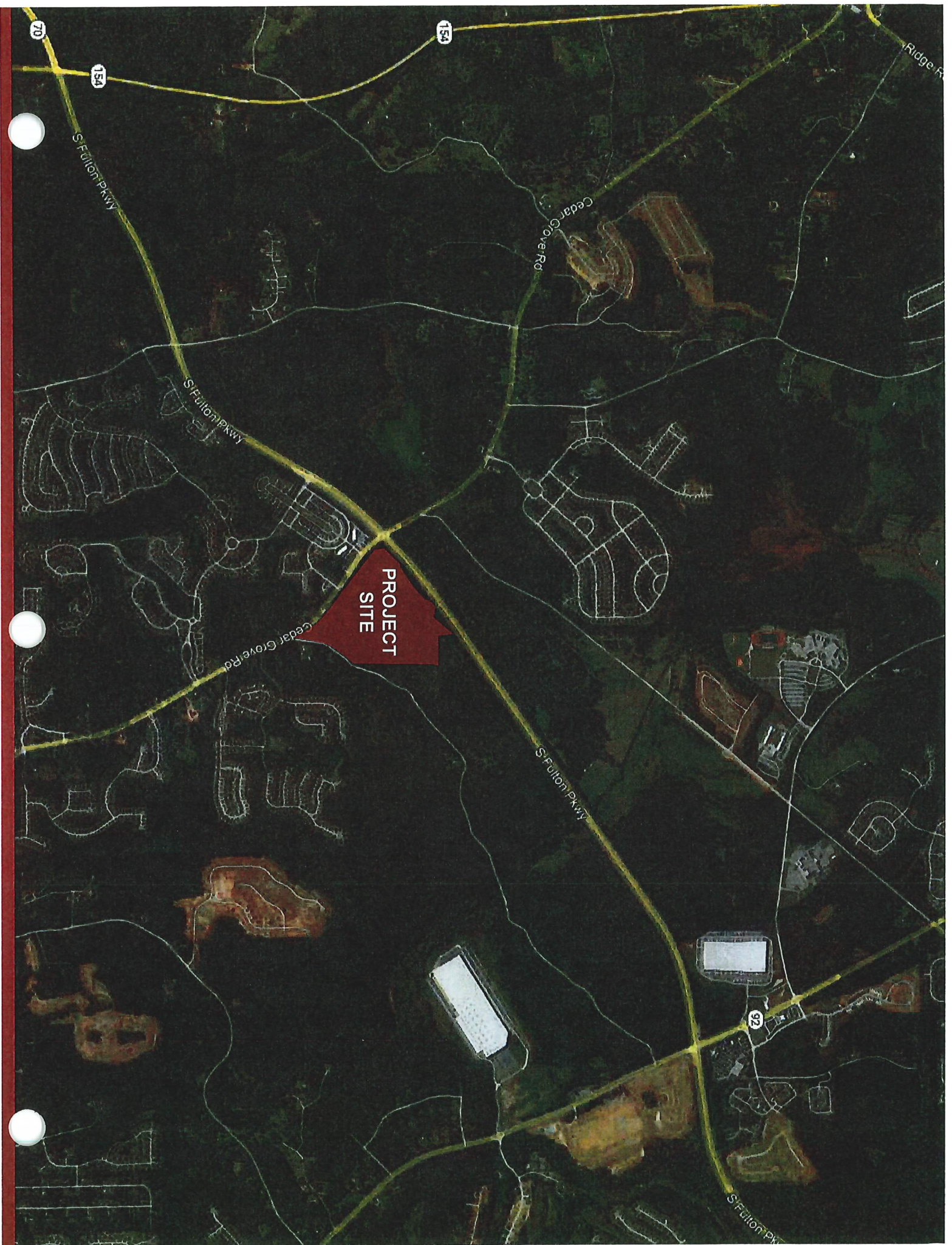
|   |
|---|
| 360 Townhomes & Single Family Residences  |
| 430 Multi Family Residences               |
| 35,000 SF of Mixed Use & Commercial Space |



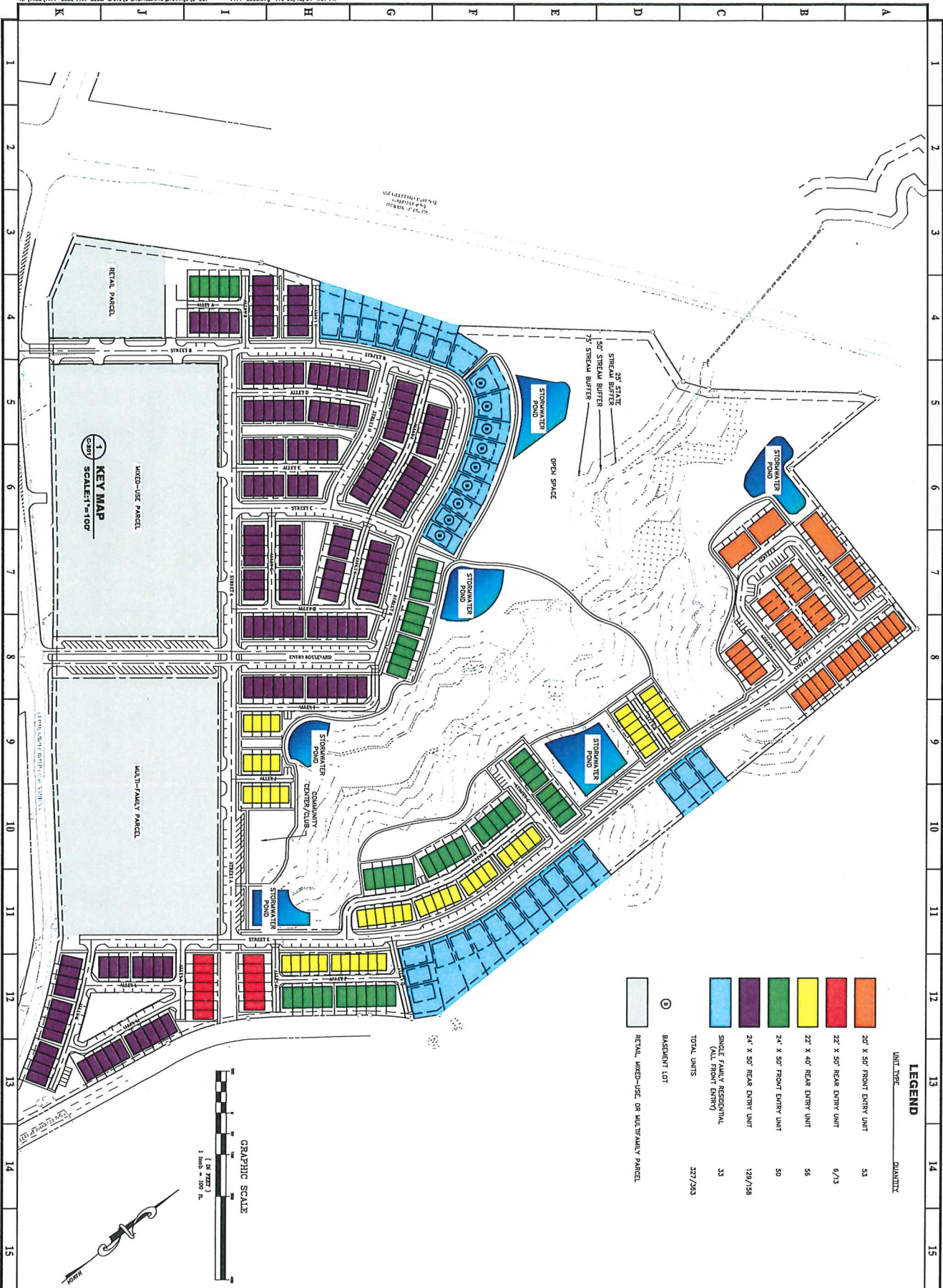










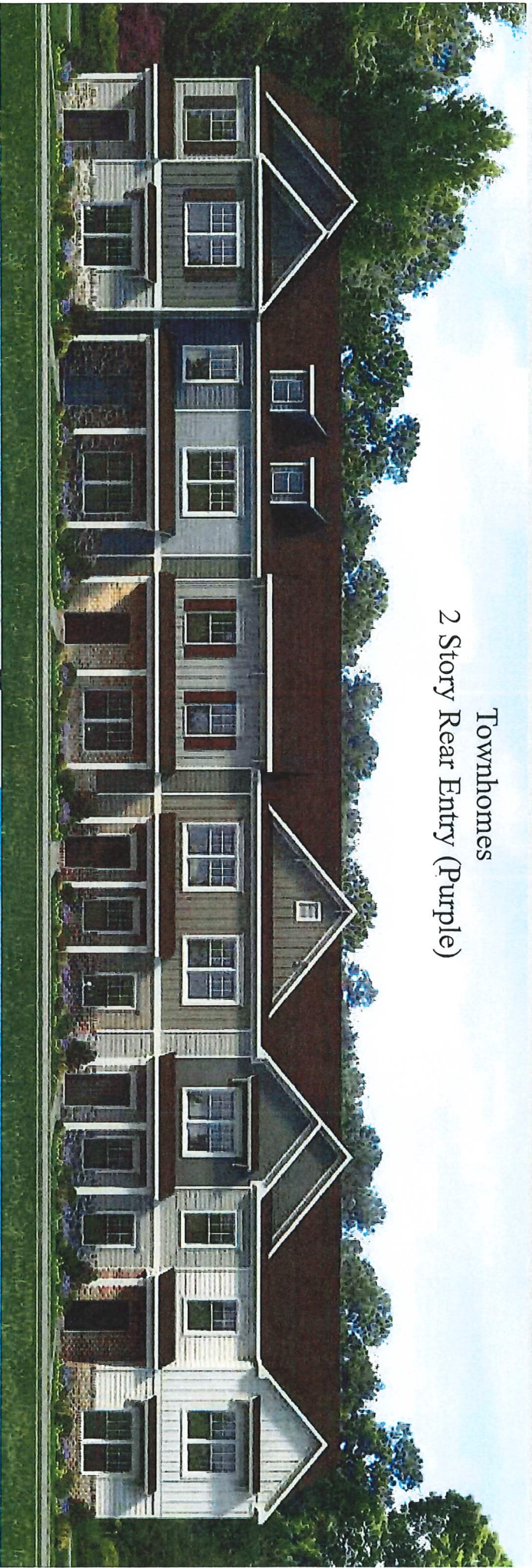


|   |  |  |  |  |  |                                |  |  |  |   |  |
|---|--|--|--|--|--|--------------------------------|--|--|--|---|--|
| <b>DRAWING DATE</b><br>09/13/2024<br><b>DRAWN BY</b><br>RMM<br><b>DESIGNED BY</b><br>RMM<br><b>CHECKED BY</b><br>RLK<br><b>PROJECT NUMBER</b><br>1477-0002<br><b>DRAWING NUMBER</b><br><b>C-201</b> |  | <b>DRAWING TITLE</b><br><br><h2 style="text-align: center;">OVERALL LAYOUT PLAN</h2> |  | <p>© 2014 PRIME ENGINEERING, INC. Scales, as stated herein, are valid on the original drawing; the dimensions of which are 24 by 36 inches. These scales, noted herein, are hereby changed by the ratio of the overall sheet dimensions of the plot to corresponding dimensions of the original drawing. This drawing is the property of PRIME ENGINEERING, INCORPORATED and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein and is not to be used on any other project. It is to be returned upon request.</p> |  | <b>SEAL</b><br><br><b>DATE</b> |  | <b>PROJECT:</b><br>CEDAR GROVE<br>PRELIMINARY LAYOUT<br><br><b>PREPARED FOR:</b><br>WHM CHATTAHOOCHEE HILLS INVESTMENTS, LLC |  | <b>PRIME ENGINEERING INCORPORATED</b><br><br>1715 NORTHSIDE PARKWAY NW<br>BUILDING 100, SUITE 200<br>ATLANTA, GEORGIA 30317<br>404-423-7100 |  |
|---|--|--|--|--|--|--------------------------------|--|--|--|---|--|



## Townhomes

2 Story Rear Entry (Purple)



2 Story Front Entry (Green)

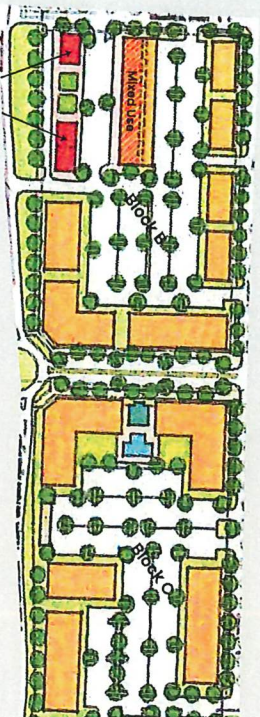


3 Story Rear Entry (Yellow)



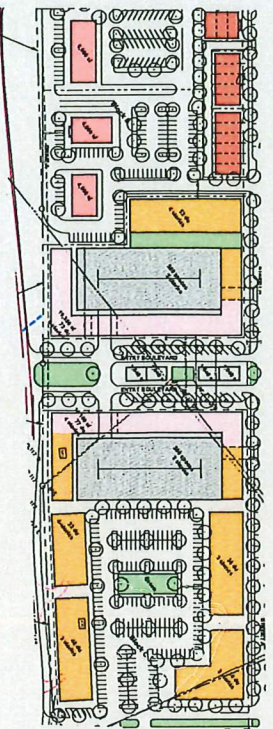


## Conceptual Design A (with surface parking)



Surface parking is ~\$5,000/space  
 2 story structured parking is ~\$15,000/space  
 Pre-cast structured parking is ~\$30,000/space

## Conceptual Design B (with 2 story structured parking)



Each 2 story parking deck has 208 spaces.  
 Each parking deck would cost an additional  
 \$2,080,000 above the cost of surface parking.



Andre Dickens  
MAYOR

CITY OF ATLANTA  
DEPARTMENT OF WATERSHED MANAGEMENT  
72 MARIETTA STREET NW  
ATLANTA, GEORGIA 30303

Kishia L. Powell  
COMMISSIONER

December 22, 2023

Felipe Hayes  
Prime Engineering  
3715 Northside Pkwy.  
Building 300, Suite 200  
Atlanta, GA 30327

RE: Letter of Availability - Water (Cedar Grove Village Center)

Dear Felipe:

Our records indicate that there are no available water mains that are serviced by the City of Atlanta available to service your site on Cedar Grove Rd. However, service could be provided with a main extension from the 8 inch water main located BOC along the north side of Cedar Grove Rd. near Lynmark Way, or an extension of the 12 inch water main located BOC along the north side of Cedar Grove Rd. nearest Jones Rd. to the furthest end of the site.

Please note that the conclusions reached in this letter are based upon the City's best available information regarding the location and condition of the utilities. However, actual site conditions may vary and will require independent site verification. The City makes no representation or warranties as to the accuracy of information provided.

Should additional information be needed, please contact Jarrell Thornton at 404-546-3249

Sincerely,

RahShad Coles  
Engineering Aid Sr., Department of Watershed Management





WHAT'S YOUR PRIME GOAL?

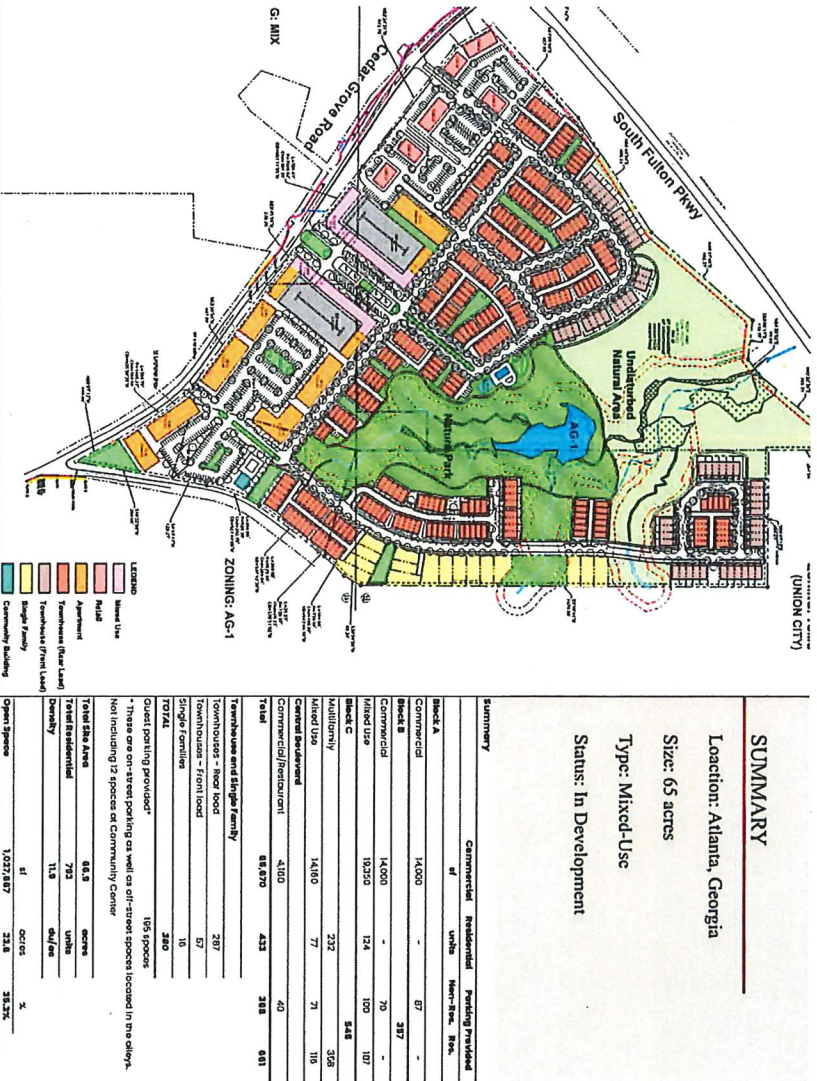
June 27, 2024

Mr. Harrison Merrill  
Address

Re: Cedar Grove Development Sewer Basin

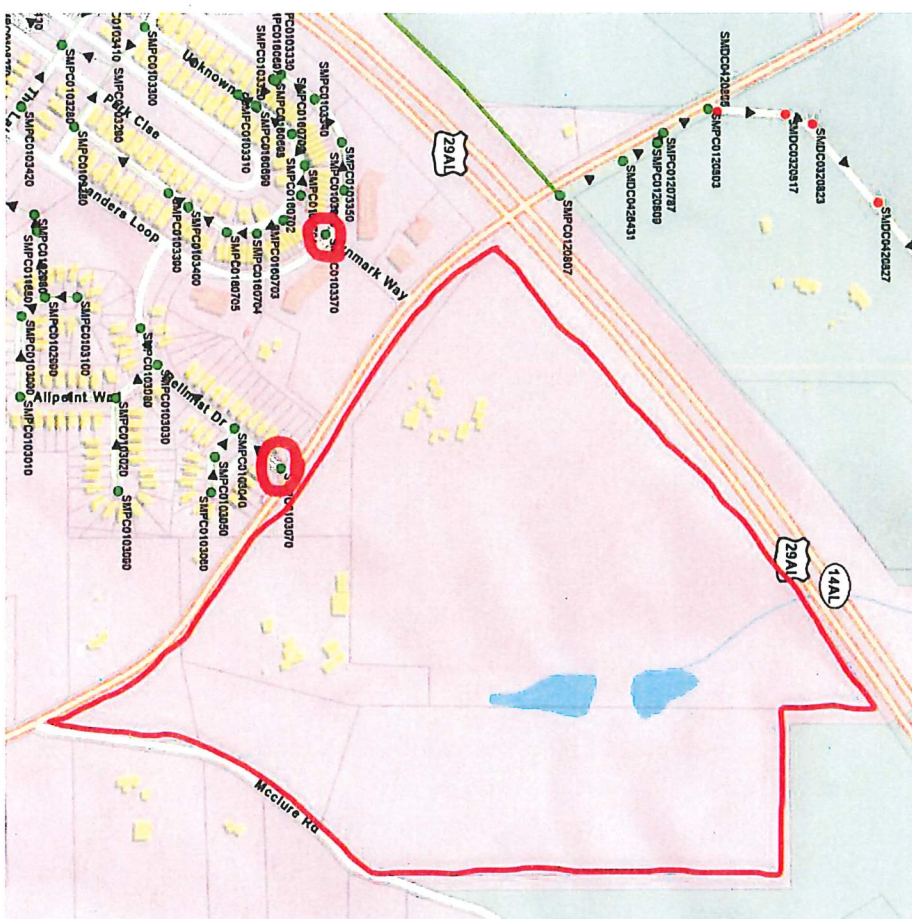
Dear Mr. Merrill:

Prime reviewed the proposed Cedar Grove Development located at the southeast corner of the intersection of South Fulton Parkway and Cedar Grove Road. This development is approximately 65-acres of mixed-use consisting of proposed uses in the image shown below.



Currently public sanitary sewer is not available to service the site.





This site is a master planned development with a maximum elevation of 968 along South Fulton Parkway east of its intersection with Cedar Grove Road. The lowest point on the site is the rear of the development along McClure Road at an elevation of 900. Master planned developments are developed as a single project when it comes to the grading and site work to balance the site and not have to haul off or haul in dirt. This helps to keep the sitework cost down.



When looking at the proposed grades of the development the front half of the project along Cedar Grove Road (the commercial portion) could be discharged to the existing 8-inch lines on the west side of Cedar Grove Road if capacity is available in that system. A capacity analysis would need to be performed.

This site is being mass graded to help balance the earth work numbers to have no haul in/haul off. There are also site constraints with the existing wetlands and stream in the middle of the site that have resulted in the residential portions of the site being lowered to tie into the existing grades and limit the impacts on the wetlands and stream.

For example, the lowest point of the proposed site is on the far east side of the development with the lowest townhome being set at elevation 900. This elevation is approximately 30 feet lower than the closest available sewer manhole mentioned above. The proposed 12-inch trunk line that will run parallel to the existing creek to the north and tie into the existing 18-inch Fulton County trunk line in Jones Road will be required to provide public sewer for the residential portion of the site.



The total basin area that can utilize the proposed 12-inch gravity sanitary sewer trunk line is 167.3 acres as shown in the red lined area in the image below.





For this development it makes economic sense to install a new gravity trunk line. Not only will it provide the best means to serve sewer to the entire development, but it will also provide sewer service to other undeveloped property adjacent to the site. Based on the figure above, not only will the sewer serve this property (67.5 acres), but also could provide sewer service to another 102.3 acres (See hatched areas on Figure above).

Sincerely,



Kalyn Keeney, P.E.  
Prime Engineering, Inc.  
Department Head – Civil Site  
E: kkeeney@prime-eng.com  
P: (404) 425-7145

**PRIME**  
ENGINEERING  
INCORPORATED  
CEDAR GROVE MASTER PLAN  
Water and Sewer Main Extensions  
Probable Construction Costs

| ITEM<br>No.                       | DESCRIPTION                                    | ESTIMATED<br>QUANTITY | UNIT OF<br>MEASURE | UNIT<br>PRICE | TOTAL<br>PRICE |
|-----------------------------------|--|-----------------------|--------------------|---------------|----------------|
| <b>SITE PREPARATION</b>           |  |                       |                    |               |                |
| 1.                                | Mobilization and Demobilization                | 1                     | LS                 | \$20,000.00   | \$20,000.00    |
| 2.                                | Cleaning, Demolition & Grubbing                | 2.00                  | AC                 | \$50,000.00   | \$100,000.00   |
| <b>WATER AND SEWER EXTENSIONS</b> |  |                       |                    |               |                |
| 3.                                | 12" DIP Water Main                             | 2,815.0               | LF                 | \$215.00      | \$605,225.00   |
| 4.                                | 8" DIP Water Line                              | 638.0                 | LF                 | \$195.00      | \$124,410.00   |
| 5.                                | 6" DIP Water Line                              | 60.0                  | LF                 | \$150.00      | \$9,000.00     |
| 6.                                | Jack and Bore - Steel 20 in Dia (Water)        | 320.0                 | LF                 | \$350.00      | \$112,000.00   |
| 7.                                | Fire Hydrant Assembly (@ 500')                 | 8.0                   | EA                 | \$8,000.00    | \$64,000.00    |
| 8.                                | 12" x 6" Tee                                   | 6.0                   | EA                 | \$4,000.00    | \$24,000.00    |
| 9.                                | 6" Gate Valve                                  | 6.0                   | EA                 | \$3,700.00    | \$22,200.00    |
| 10.                               | 12" x 12" Tapping Sleeve & Valve Assembly      | 2.0                   | EA                 | \$15,000.00   | \$30,000.00    |
| 11.                               | 12" x 8" Tapping Sleeve & Valve Assembly       | 1.0                   | EA                 | \$10,000.00   | \$10,000.00    |
| 12.                               | Jack and Bore - Steel 20 in Dia (Sewer)        | 420.0                 | LF                 | \$350.00      | \$147,000.00   |
| 13.                               | 8" Sanitary Sewer Line (HDPE)                  | 100.0                 | LF                 | \$175.00      | \$17,500.00    |
| 14.                               | 12" Sanitary Sewer Main (HDPE) (0'-10' Depth)  | 2,600.0               | LF                 | \$200.00      | \$520,000.00   |
| 15.                               | 12" Sanitary Sewer Main (HDPE) (10'-15' Depth) | 1,170.0               | LF                 | \$250.00      | \$292,500.00   |
| 16.                               | 12" Sanitary Sewer Main (HDPE) (15'-20' Depth) | 150.0                 | LF                 | \$300.00      | \$45,000.00    |
| 17.                               | 12" Sanitary Sewer Main (HDPE) (> 25' Depth)   | 350.0                 | LF                 | \$350.00      | \$122,500.00   |
| 18.                               | Sanitary Sewer Manhole (HDPE) (0'-20' Depth)   | 12.0                  | EA                 | \$9,500.00    | \$114,000.00   |
| 19.                               | Sanitary Sewer Manhole (HDPE) (20'-30' Depth)  | 3.0                   | LF                 | \$20,000.00   | \$60,000.00    |

Total Estimated Cost (Construction Only) = \$2,439,335  
 Contractor Overhead and Profit (15%) = \$365,900  
 Contingency (10%) = \$36,590

Total Estimated Construction Cost = \$2,841,825

## South Fulton Development Authority

**Agenda Item Name:** MANSA

**Date:** October 1, 2024

**Category:** Executive Session

**Department:** Economic Development

**Presenter(s):** Isaac Yilman, Esq., Ken Neighbors, Esq., Edmund Wall and Artie Jones

### Background

Butler Butler, Inc. (BBI) purchased 66.4 acres for \$819,935.00 from the SFDA board of Directors on December 10, 2021 and proposed to develop a mixed-use development on Old National Highway. The developer promised the following:

- Employing 10k people
- Building three signature hotels of 20 stories (Hyatt, Hilton, Wynn Resorts as approved franchises)
- Public safety discount of 50% of market rent on MF units
- Construction of an outdoor amphitheater (1000 seats)
- Construction of a walking trail and greenspace
- Construction of a parking deck of 500 – 700 spaces



- Old National Park (Improvements) replace grass with turf, refurbish baseball fields, construct new scoreboards and bleachers
- Constructing underground parking for major buildings
- Construction of 200k SF of office space
- Donating to SFDA annually (\$25k immediately, then \$50k annual for Christmas lights along Old National)
- Completion of feasibility studies, environmental impact assessments, traffic study, and DRI study.

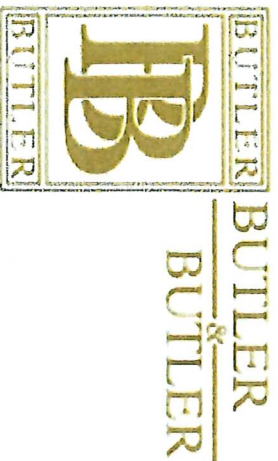
To date none of the above has been completed and / initiated. Please refer to the supporting documentation for additional information and consideration.

**Financial Impact:** to be determined

**Action requested:** No action is required; only SFDA board discussion is warranted at this unless the SFDA board decides otherwise.

# TOWN CENTER AT MANSA PARK

**BUTLER AND BUTLER INVESTMENTS, INC.**  
**BBI DEVELOPMENT GROUP, LLC**  
JEFF BUTLER AND MONTY GARSIDE





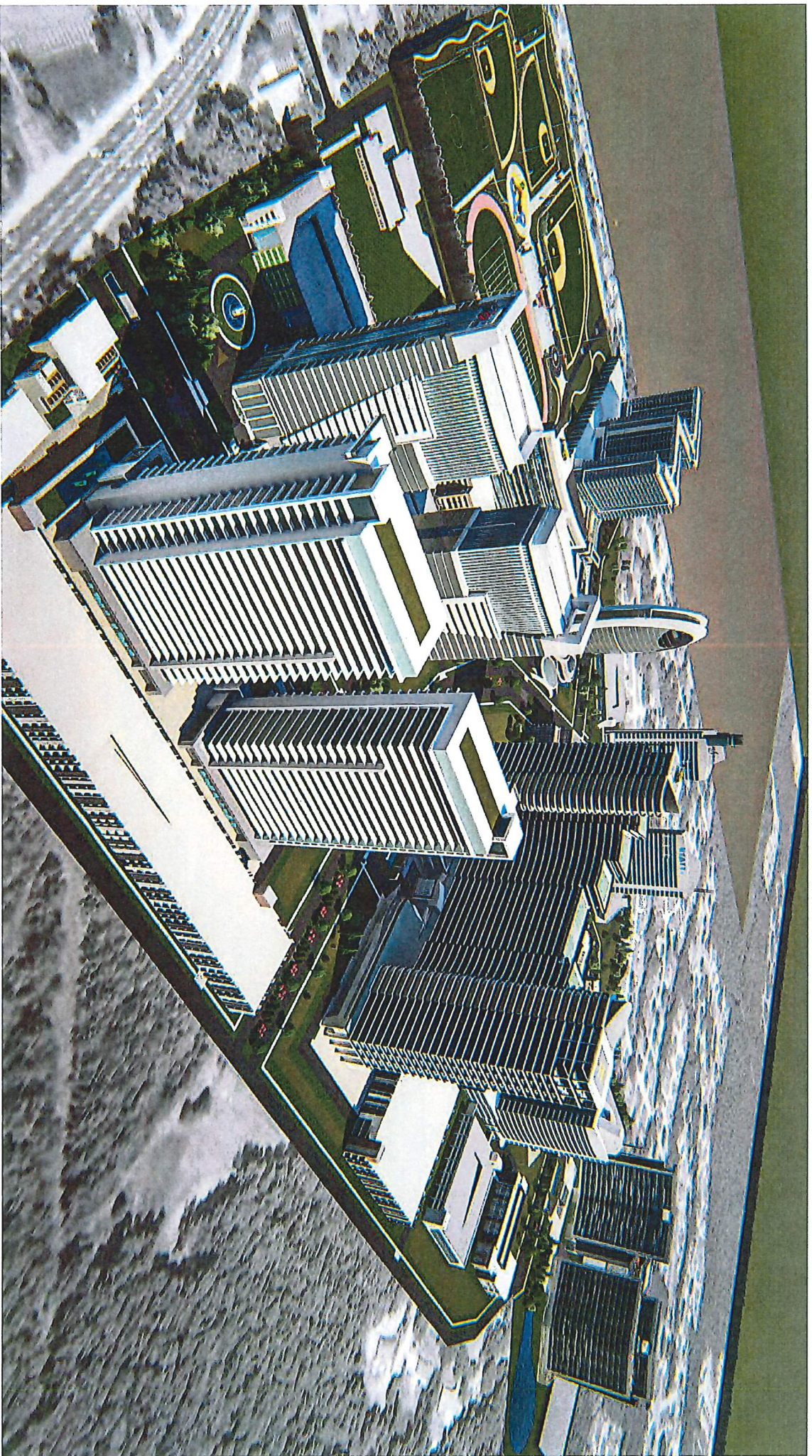
# *ACTION ITEMS*

- 1. RENEGOTIATE PURCHASE AGREEMENT W/ SFDA TO ADJUST TIMETABLE**
- 2. FINALIZE FINANCING (LETTER OF COMMITMENT PENDING) BY 12/31/2024**
- 3. ENGAGE CITY LEADERSHIP REGARDING PARK RENOVATIONS BY 12/31/2024**
- 4. ORDER STUDIES (TRAFFIC, NOISE, ENVIRONMENTAL, ETC.) BY 1/31/2025**
- 5. COMPLETE REZONING APPLICATION BY 3/31/2025**

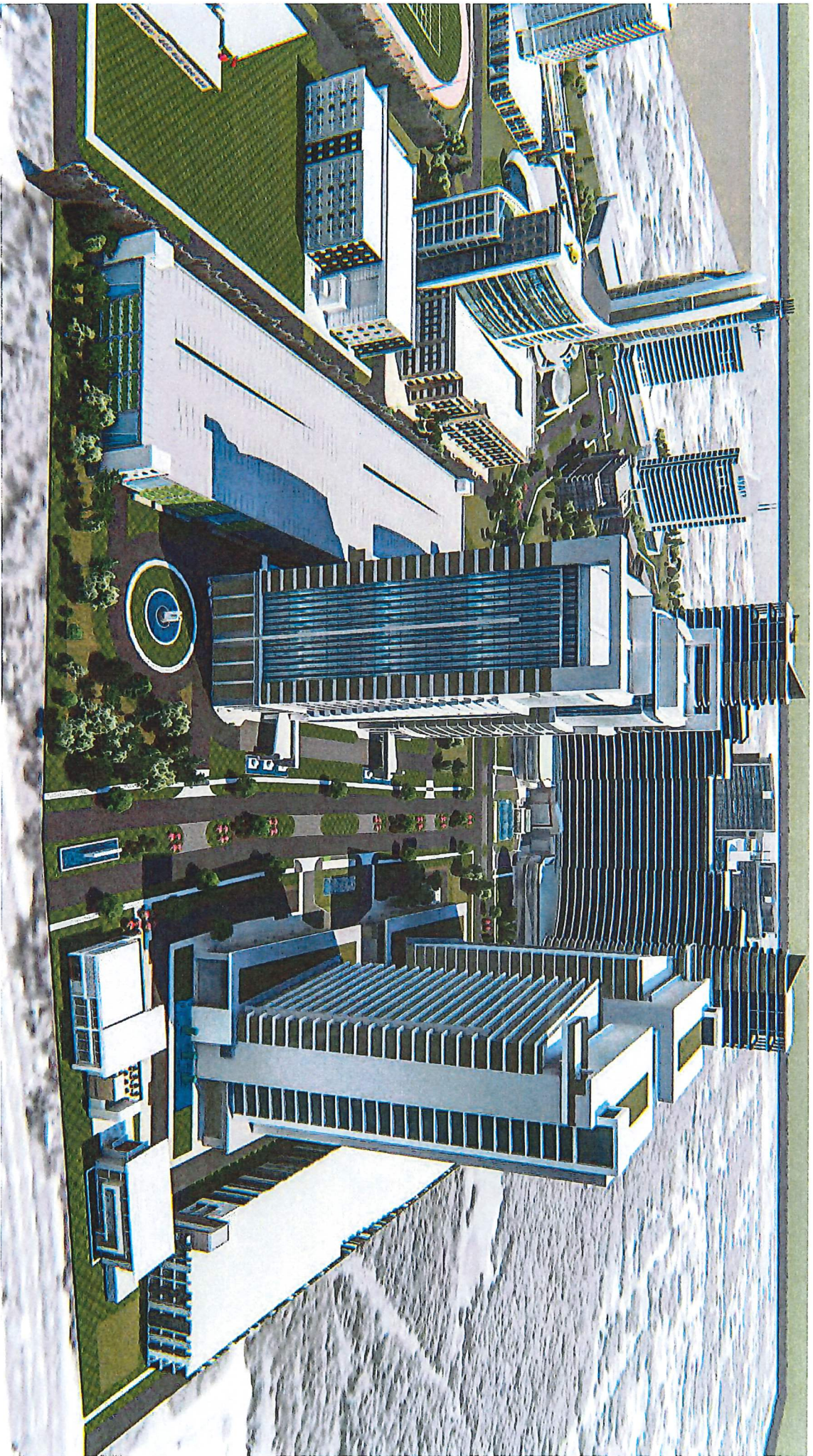




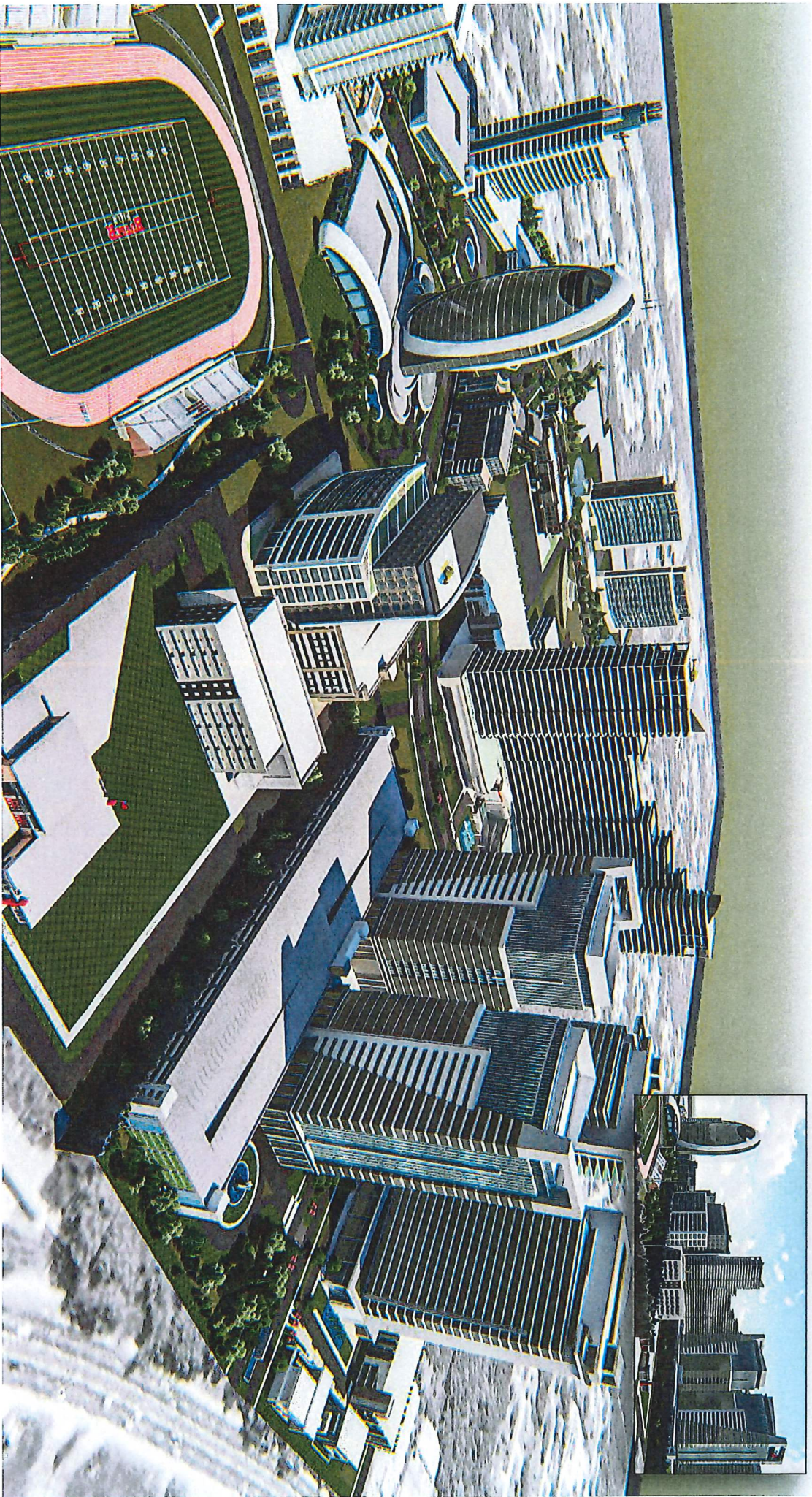




















## SUSTAINABILITY PARTNERS

### MISSION & VISION

Our mission is to convert essential infrastructure into a sustainable utility.

Our vision is permanently reliable and sustainable essential infrastructure for communities across America.

### SERVICES

- Infrastructure as a Service
- Capital Recovery Service
- Debt Recovery Service
- Emergency Recovery Service
- Electric Vehicle as a Service

## FIRM PROFILE



Financial Collaboration



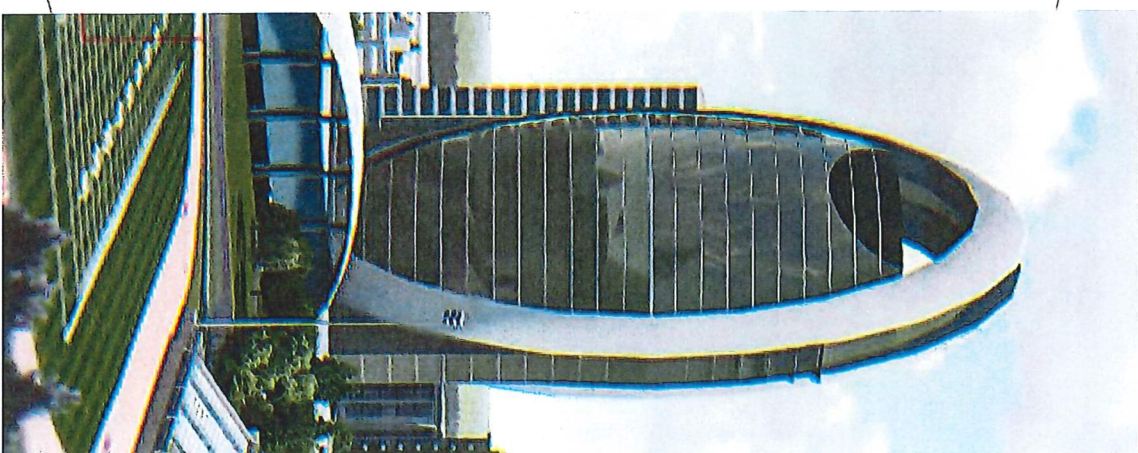
Legal Collaboration



Project Collaboration & Risk Mitigation



Ongoing Collaboration as Long-Term Partners



# PRE-DEVELOPMENT FUNDING PARTNER

## BLACK PEARL INVESTMENTS

### Via Email

September 20, 2024

Black Pearl Holding Co.

Mr. Jeffrey Lee Lynn Butler Sr.  
Butler & Butler Investments Inc.  
201 Sand Creek Rd, Suite H.D.E.F  
Brentwood, CA 94513  
O: 925-706-2100  
C: 925-783-8049

[info@blackpearlinvestments.com](mailto:info@blackpearlinvestments.com)  
<https://blackpearlinvestments.com>

470 2nd Avenue, #10D  
New York, NY 10016  
T: (646) 481-3801  
M: (619) 379-0103  
John Richard Chantengco MBA  
President/Managing Director  
NY DOS Lic. 10357205101  
Certified Commercial Investment Member 05391384

Re: Town Center @ Mansa Park Comfort Letter  
South Fulton, Georgia

### Letter of Committed Investment Undertaking

Dear Mr. Butler:

Please accept this letter as my firm's intent to enter into a formal commitment agreement whereby, Black Pearl Holding Co. herein referred to as "Capital Advisor" agrees to undertake the official process of underwriting the project with "Keystone Development Holdings LLC" herein referred to as "Head Underwriter" for the mutual benefit of Butler & Butler Investments Inc. herein referred to as "Company/Borrower," specializing in real estate development. The Borrower and Investor together shall be referred to as "Parties", or individually as "Party".

Black Pearl Holding Co., a New York City-based family office and its subsidiary, Black Pearl Investments, a capital advisory, and emerging, alternative investment management firm is focused on structured finance and private placements in the non-investment grade related marketplace (SEC Reg D 506c). Capital Advisor seeks to generate attractive risk-adjusted returns through a broad array of strategies including core-plus/fix income, value-add/promoted structures, and opportunistic/seed rice situations. Its funds are major providers of credit for small and middle market enterprises and leverages its funds with banks for institutional or investment grade mandates.

Black Pearl Investments provides comprehensive due diligence and execution capabilities to ensure a sophisticated approach to securing mandate capital, having arranged over Five Billion US Dollars (\$5,000,000,000+ USD) of executed alternative investments, consulting, and assignments in real estate, infrastructure, public-private investments, operating businesses, and renewable energy since 2009.

The Company agrees to allow BPI to start with the underwriting process on behalf of the entire project in seeking to arrange a capital stake, advisory debt/ equity third party investments structures in focusing on a minimum project investment of Twenty Million US Dollars (\$20,000,000 USD) to be used for the initial planning development project cost to being contemplated by the Company/Borrower in seeking to complete a master approved development plan which may involve selling of certain land parcels.

## BLACK PEARL INVESTMENTS

BBI Comfort Letter  
Town Center  
Page 2

### Indicative Terms

Investment Principal:

\$20,000,000 USD

Investment Structure:

Senior Preferred/Structured Note/Ground Property Lease

Interest Rate:

8% return plus equity participation kicker

Origination Fee:

2%

Capital Advisory Fee:

As mutually agreed by Parties at offer of investment

Processing:

45-60 days from completion of DD

### Due Diligence

Capital Advisor has performed a preliminary review of the Project's information as requested ("RECL"). will underwrite the market value property of the proposed collateral utilizing a national appraisal firm, ("BPI"), will then present Sponsor with a Final Offer indicating the amount the Investor is willing to invest (capital stake) based on the development project loans offered terms herein. Upon engagement of counsel, a closing checklist, detailing all items, documents, and deliverables necessary to close will be provided. The investment closing shall be subject to full investment documentation and subject to complete and acceptable due diligence including, but not be limited to the following:

### Purpose

It is understood and agreed by Borrower that proceeds from the \$20,000,000 USD funding shall be utilized primarily for the purpose of planning and redevelopment of the real estate project. Balance of funds to be directed toward the joint development of the Project as outlined and approved by the Parties.

### Binding Commitment

Investor's commitment is binding and represents Capital Advisor's efforts in securing the investment on behalf of Company as described herein.

### Good Faith

Parties agree to formalize the definitive agreement in good faith and execute their responsibilities and duties in accordance with the highest standards for quality and efficiency.



# PRE-DEVELOPMENT FUNDING PARTNER

## BLACK PEARL INVESTMENTS

BBI Comfort Letter  
Town Center  
Page 3

### Warranties

Capital Advisor and Company each represents and warrants that (a) each has the full right and authority to enter into this Agreement; (b) Neither Capital Advisor nor Company has not and shall not grant any third party any right which may conflict or interfere with the rights granted hereunder.

### EXHIBITS:

Please carefully review each of the following exhibits, incorporated herein by reference:

EXHIBIT A-Summary of third party & acceptance fee

EXHIBIT B-Wiring Instructions

Deposit/Processing Fee:

Borrower is responsible for all third-party reports and legal fees associated with the preparation and of legal closing documents. Upon execution and returned of this committed Undertaking Term Sheet the Borrower/Principals agrees to pay a Processing fee of \$50,000.00 payable to BPI to be credit back at closing.

Please do not hesitate to contact me should you have any questions +1(646) 481-3801 or [info@blackpearlinvestments.com](mailto:info@blackpearlinvestments.com).

Respectfully,

BLACK PEARL HOLDING CO/  
BLACK PEARL INVESTMENTS

KEYSTONE DEVELOPMENT HOLDINGS LLC

J.R. Chantengco  
President/Managing Director

J.R. Chantengco  
Founder/Managing Member

## BLACK PEARL INVESTMENTS

### EXHIBIT (A) NOTICE OF DISCLOSURE OF THIRD PARTY & ACCEPTANCE FEES

#### UPON ACCEPTANCE:

\$50,000.00 (This will be a non-refundable credited process initial fee which shall be credit back at closing that will be deemed necessary to start the loan process).

#### THIRD PARTY REPORT ADVISORY:

BPI/KOH will also need to have the applicable acquire all existing & required reports and pay third party costs and incur processing closing fee.

#### EXHIBIT (B)

#### WIRING INSTRUCTIONS

#### BENEFICIARY ACCOUNT: WIRING INSTRUCTIONS

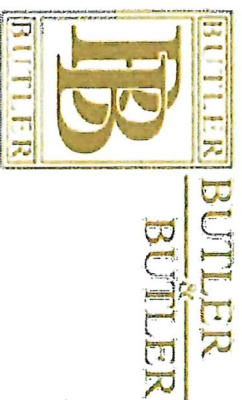
ATT: J.R. Chantengco, Managing Member.  
Business Account : Black Pearl Investments I LLC  
Bank Account : XXXXXXXXXX  
Bank Routing ABA #: CHASUS33  
Bank Name: JP Morgan Chase bank  
Bank Address: 386 Park Avenue South New York, NY 10016-9185  
Bank Phone: 1-212 548-3964

All Parties Read and accepted this 20th day of September 2024:



*THANK YOU*

**BUTLER AND BUTLER INVESTMENTS, INC.**  
**BBI DEVELOPMENT GROUP, LLC**  
JEFF BUTLER AND MONTY GARSIDE





1 **STATE OF GEORGIA**  
2 **COUNTY OF FULTON**  
3 **CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY – RES. NO. 2020-001**  
4

5 **A RESOLUTION BY THE CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY**  
6 **AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH**  
7 **BBI DEVELOPMENT LLC FOR MIXED USE DEVELOPMENT ON OLD NATIONAL**  
8 **HIGHWAY AND FOR OTHER LAWFUL PURPOSES**  
9

10 **WHEREAS**, the City of South Fulton Development Authority ("SFDA") is a  
11 municipal development authority duly organized and existing under the laws of the State  
12 of Georgia;  
13

14 **WHEREAS**, the SFDA desires to promote economic development, jobs, growth and  
15 prosperity along Old National Highway within the City of South Fulton;

16 **WHEREAS**, the SFDA desires to authorize the SFDA Chairman, Secretary-  
17 Treasurer and Attorney, through this Resolution, to execute the agreement and  
18 accompanying documentation between the SFDA and BBI Development, LLC within  
19 respect to a mixed-use retail project along Old National Highway; and

20 **WHEREAS**, this Resolution is in the best interests of the health and general  
21 welfare of the City, its residents and general public.

22 **THE SOUTH FULTON, GEORGIA, DEVELOPMENT AUTHORITY HEREBY**  
23 **RESOLVES** as follows:  
24

25 **Section 1.** The SFDA hereby authorizes the SFDA Chairman, Secretary-Treasurer  
26 and Attorney to execute, insubstantial form, the agreement attached hereto between the  
27 SFDA and BBI Development, LLC within respect to a mixed-use retail project along Old  
28 National Highway. Said SFDA officers are further authorized to facilitate and execute  
29 paperwork incidental to and not inconsistent with said agreement, which shall include  
30 closing and conveyance documentation.  
31

32 \*\*\*\*\*

33 **Section 2.** It is hereby declared to be the intention of the SFDA that: (a) All sections,  
34 paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their  
35 enactment, believed by the SFDA to be fully valid, enforceable and constitutional.

36 (b) To the greatest extent allowed by law, each and every section, paragraph, sentence,  
37 clause or phrase of this Resolution is severable from every other section, paragraph,  
38 sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause

39 or phrase of this Resolution is mutually dependent upon any other section, paragraph,  
40 sentence, clause or phrase of this Resolution.

41 (c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution  
42 shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise  
43 unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is  
44 the express intent of the SFDA that such invalidity, unconstitutionality or unenforceability  
45 shall, to the greatest extent allowed by law, not render invalid, unconstitutional or  
46 otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs  
47 or sections of the Resolution.

48 **Section 3.** The city attorney and city clerk are authorized to make non-substantive  
49 editing and renumbering revisions to this Resolution for proofing, codification, and  
50 supplementation purposes. The final version of all resolutions shall be filed with the city  
51 clerk.

52 **Section 4.** The effective date of this Resolution shall be the date of adoption, unless  
53 provided otherwise by state and/or federal law.  
54  
55



56 The foregoing RESOLUTION No. 2020-001, adopted on July 20, 2020 was offered by  
57 Director Grooms, who moved its approval. The motion was seconded by Director Pierson,  
58 and being put to a vote, the result was as follows:  
59

|   | AYE           | NAY     |
|---|---------------|---------|
| 60                                      |               |         |
| 61                                      |               |         |
| 62 Mark Baker, Chairman                 | <u>X</u>      | <u></u> |
| 63 Jamal Grooms, Vice-Chairman          | <u>X</u>      | <u></u> |
| 64 Arnold Jiggetts, Secretary-Treasurer | <u>X</u>      | <u></u> |
| 65 Stacy Blakley, Director              | <u>X</u>      | <u></u> |
| 66 Alicia Ivey, Director                | <u>Absent</u> | <u></u> |
| 67 Mercedes Miller, Director            | <u>X</u>      | <u></u> |
| 68 Andrew Pierson, Director             | <u>X</u>      | <u></u> |
| 69 Derek Pollard, Director              | <u>X</u>      | <u></u> |
| 70 Ric Ross, Director                   | <u>X</u>      | <u></u> |
| 71                                      |               |         |
| 72                                      |               |         |

73 THIS RESOLUTION adopted this 20<sup>th</sup> day of July 2020.

74  
75 CITY OF SOUTH FULTON, GEORGIA, DEVELOPMENT AUTHORITY.  
76

77  
78   
79  
80 MARK BAKER, CHAIRMAN  
81

82  
83 ATTEST:

84  
85   
86  
87 ARNOLD JIGGETTS, SECRETARY-TREASURER  
88

89 APPROVED AS TO FORM:

90  
91   
92  
93 EMILIA C. WALKER, SFDA ATTORNEY

Confidential Information:

# **BBI resolution, PSA, settlement statement & appraisal**





**PURCHASE AND SALE AGREEMENT BETWEEN**  
**CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY AND**  
**BBI DEVELOPMENT, LLC FOR CONSTRUCTION OF A MIXED-USE**  
**DEVELOPMENT ALONG OLD NATIONAL HIGHWAY**

This agreement (referred to herein as "Agreement") is made and entered into by and between the CITY OF SOUTH FULTON DEVELOPMENT AUTHORITY (referred to herein as "SFDA") and BBI DEVELOPMENT, LLC, a Georgia limited liability company (referred to herein as "Purchaser") (collectively referred to herein as the "Parties.") This Agreement shall become effective, following its approval by SFDA, on the first date thereafter upon which it has been executed by both the Purchaser and SFDA Chairman, as evidenced by the signature pages of this Agreement.

WITNESSETH:

**WHEREAS**, SFDA owns certain real property located in the City of South Fulton, Fulton County, Georgia (referred to herein as the "City"), identified as Fulton County Tax Parcels No. 13-0101-LL042-4 and No. 13-0101-LL040-8, tracts collectively consisting of approximately 66.4 acres of land, both tracts located along Old National Highway and referred to herein collectively as the "Property" and being more particularly described in Exhibit A attached hereto and hereby made a part hereof, together with all and singular the privileges, easements and appurtenances pertaining to such Property;

**WHEREAS**, SFDA wishes to sell the Property to Purchaser and Purchaser wishes to purchase the Property from SFDA for the purpose of developing a hotel and mixed-use development project at the Property ("Project");

**WHEREAS**, the parties anticipate that, once completed and operational, the Project will employ no less than 10,000 people each year;

**WHEREAS**, SFDA has determined that it would be in the best interest of the City and SFDA to commission, authorize and support the development of the Project in order to further serve the public purposes of (among other things) (i) maximizing the economic benefit and revenues to the City, (ii) promoting job growth and job creation and (iii) maximizing the utilization and economic impact of the Old National Corridor and surrounding areas.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are all hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1. Purchase and Sale. Subject to the terms and conditions set forth herein, SFDA agrees to sell and convey the Property unto Purchaser and Purchaser agrees to purchase the Property from SFDA.

SFDA 

Purchaser 

2. Purchase Price. The purchase price of the Property shall be Eight Hundred Nineteen Thousand, Nine Hundred and Thirty-Five Dollars (\$819,935.00), the ("Purchase Price"). At the closing of the purchase and sale hereunder (hereinafter referred to as the "Closing") the Purchase Price (less a credit for the Earnest Money, as hereinafter defined, and as adjusted for any prorations pursuant to this Agreement) shall be paid, either (i) by cashier's or certified check, drawn to the order of SFDA and issued or certified, as the case may be or (ii) by transfer of immediately available funds into a bank and an account designated by SFDA.

3. Required Project Development. The Parties acknowledge and agree that SFDA has reduced the Purchase Price of the Property in consideration of the development below ("Required Development") that Purchaser has agreed to construct on the Property. The below Required Development shall be constructed by Purchaser at Purchaser's sole cost and expense, as follows:

a. Hotels.

1. Approved Franchises. Purchaser agrees to construct and own three hotels of approximately twenty stories on the Property. Purchaser may reduce the number of hotels required under this paragraph to be constructed on property, contingent upon:

i. Purchaser failing to get approval from any applicable government authority to construct three (3) hotels on the Property, in which case, the maximum number approved shall be constructed;

ii. A recommendation by ARC to construct a fewer number of hotels on the Property; or

iii. SFDA's consent.

The hotels shall be constructed under franchise agreements entered into by Purchaser with Hyatt Corporation, Hilton Hotels, and/or Wynn Resorts, Ltd. (referred to collectively as "Approved Franchises"). Purchaser shall provide SFDA with copies of all franchise applications it submits to any hotel corporation, within ten business days of such submission. Purchaser shall secure SFDA's written consent, which shall not be unreasonably withheld, prior to constructing the hotels with a hotel corporation outside of the Approved Franchises. Any requested alternative hotel corporation shall have equivalent size, reputation and standards as the Approved Franchises.

2. Local Preference. Purchaser shall offer a local preference, where practical, to small businesses, federal and/or state recognized Disadvantaged Business Enterprises and contractors, vendors and employees who are South Fulton business owners and residents, for purposes of Project construction and

SFDA 

Purchaser 



employment at the hotels on the Property, for at least a period of twenty years from the date of the Project Completion Deadline.

3. *Height Approval.* The Parties understand and agree that the Property is within close proximity to the Atlanta Hartsfield Jackson International Airport, and that certain height approvals may be required by local governing authorities. Purchaser may reduce the stories of the building to comply with all applicable government height requirements.
  4. *Motel Restriction.* Under no circumstances shall Purchaser construct a motel, extended stay and/or inn on the property, nor shall Purchaser permit or authorize any person to construct a motel, extended stay and/or inn on the property.
- b. *Residential Housing* - Purchaser shall construct a three hundred and twenty (320) unit apartment building ("Residential Housing") on the northeast side of the Property near Pleasant Hill Road. The Residential Housing shall contain a minimum of eight floors, but may be reduced to the minimum extent necessary to comply with applicable permitting. The units in the Residential Housing shall range in size from one (1000) thousand to two thousand (2000) square feet. The rental rates shall range between Two Thousand to Three Thousand Five Hundred Dollars (\$2000 - \$3500) per month for at least the first five years of occupancy. Purchaser shall reserve at least twenty percent (20%) of the available units for affordable housing at a rate to be defined by the City.
- i. *Public Safety Discount.* Purchaser shall offer at least three (3) affordable housing units to City police officers and at least two (2) affordable housing units to city fire department personnel, at fifty percent (50%) market value rental cost for a period of five years from the commencement date of occupancy at the Residential Housing.
- c. *Outdoor Amphitheater* - Purchaser shall construct on the Property an outdoor amphitheater with a minimum capacity of one thousand (1000) seats ("Outdoor Amphitheater") for activities such as small concerts and community events.
1. SFDA shall have the authority to display advertisements for SFDA and/or City events for fourteen (14) days each month on all digital advertising displays on the Property within five hundred (500) feet of the Outdoor Amphitheater, for a period of fifteen (15) years from the Project Completion Deadline.

SFDA



Purchaser



- d. *Walking Trail and Green Space* – Purchaser shall construct a walking trail that will encircle the entire Property. The walking trail shall include covered walkways connecting, at a minimum, the Outdoor Amphitheater, hotels, and the Old National Park (“Old National Park”) owned by the City. Purchaser shall also develop and maintain at least two (2) acres of greenspace on the Property for at least a period of twenty years from the date of the Project Completion Deadline.
- e. *Parking Deck* – Purchaser shall construct a five hundred to seven hundred (500-700) space above ground parking structure on the southwest corner of the Old National Park property, for shared use by patrons of Old National Park and the Property.
- f. *Park Improvements* – Purchaser shall make the following improvements (improvements under this subsection (f) collectively referred to as “Park Improvements”) to Old National Park:
1. Replace grass with all-season synthetic field turf
  2. Refurbish pitching mounds/rubbers, bases and dugouts
  3. Install new scoreboards and bleachers for each field
- The Park Improvements shall be commenced and completed by Purchaser within 6 months of closing.
- g. *Overall Parking* – Purchaser shall construct an underground parking structure for each building on the property based upon jurisdictional requirements for square footage and occupancy. Unless required otherwise by law, Purchaser shall apply an industry standard formula for calculating the number of parking spaces per occupant.
- h. *Office Space*. Purchaser shall construct and develop on the Property at least two hundred thousand (200,000) square feet of commercial office space.
- i. *Holiday Fund*. Purchaser shall pay the sum of Twenty-five Thousand Dollars (\$25,000) to SFDA by May 1, 2021, which sum shall be separate from the Purchase Price and used for the purpose of the SFDA to coordinate with the City and any other applicable authorities for the display of holiday lights along Old National Highway (“Old National Holiday Display”). Purchaser shall thereafter pay to the SFDA on May 1 annually, from May 1, 2022 through May 1, 2032, a base amount of Fifty Thousand Dollars (\$50,000), with such base amount to increase by ten percent

SFDA

Purchaser



annually thereafter through May 1, 2032, to be used by SFDA towards the Old National Holiday Display. Purchaser further agrees to do a holiday themed tree lighting and skating event at the Property, at Purchaser's sole cost and expense, at least once annually starting during or the year following the Project Completion Date, through 2032. The SFDA shall retain the balance of any funds not used in connection and/or relation to the Old National Holiday Display to be used towards a future year's Old National Holiday Display. Such retention shall not reduce the annual amount to be contributed by Purchaser.

4. Permitting and Alternative Development. The parties acknowledge and agree that construction on the Property is subject to certain permitting, authorizations and/or approvals (collectively referred to as "Permitting") which may be required by applicable local, state and federal entities, such as the City, Federal Aviation Administration, and Department of Transportation. Purchaser agrees to timely comply with the processes required to receive such Permitting approvals so that construction and development may timely progress as set forth under this Agreement. Purchaser shall be obligated, at Purchaser's sole cost and expense, to construct development of equally comparable cost and size, at SFDA's approval, which shall not be unreasonably withheld, for any Required Development not approved for construction by an applicable governing jurisdiction.

5. Required Studies. Purchaser shall cause for the following studies ("Required Studies") to be conducted, at Purchaser's sole cost and expense, prior to commencing construction on the Property:

- a. Feasibility study (to include details on product mix)
- b. Environmental Impact Assessment
- c. Traffic and Transportation study; and
- d. DRI study

Absent SFDA's written consent, Purchaser shall not engage in any construction on the Property in a manner which is advised against: 1) in any Study and/or 2) by the Atlanta Regional Commission ("ARC"). Purchaser shall request ARC's advisement on all Required Studies, and shall cooperate with ARC in facilitation of the same. Purchaser shall provide copies of the Required Studies to SFDA within ten (10) days of any such studies' completion.

6. Earnest Money and Escrow. Within three (3) business days after the Effective Date of this Agreement, Purchaser will deliver to an SFDA approved agent ("Title Company" or "Escrow Agent") the sum of Ten Thousand Dollars (\$10,000.00) as an escrow deposit (the "Earnest Money"). The Deposits shall be held in escrow by the Title Company in an interest-bearing account at a financial institution insured by the Federal Deposit Insurance Corporation.

SFDA 

Purchaser 

The term Deposits shall include all interest accrued thereon. In the event the transaction provided for herein is not consummated because of inability or failure of or refusal by SFDA to convey Property to Purchaser in accordance with the terms and conditions provided herein or because of other default of SFDA, then Purchaser, as its sole remedy, may terminate this Agreement and the Earnest Money shall be refunded immediately to Purchaser. In the event the sale of the Property is consummated, the Earnest Money shall be applied to the Purchase Price. In the event that the sale of the Property is not consummated because of default of Purchaser, then SFDA as its sole remedy shall be entitled to receive and retain the Earnest Money, the parties hereto acknowledging that it is impossible to estimate more precisely the damages which might be suffered by SFDA upon Purchaser's default.

7. Inspection.

a. Purchaser, its agents, employees, independent contractors and representatives, shall have the right at any time and from time to time prior to Closing to enter the Property for the purpose of conducting tests and examinations, surveying and otherwise examining the physical and topographical nature of the Property. Notwithstanding any provision herein to the contrary, if Purchaser notifies SFDA and SFDA Attorney at any time during the period which ends on the ninetieth (90<sup>th</sup>) day following the Effective Date (such period is hereinafter referred to as the "Inspection Period") that the results of Purchaser's inspection and examination of the Property have not been satisfactory, in the sole and absolute discretion of Purchaser, the Earnest Money shall be immediately delivered by SFDA Attorney to Purchaser, and, except as may be otherwise provided herein to the contrary, this Agreement shall terminate and no party shall have any further rights, duties or obligations hereunder. Purchaser's failure to so notify SFDA and SFDA Attorney of its decision to terminate this Agreement on or before the expiration of the Inspection Period shall constitute a waiver by Purchaser of its right of termination under this section.

b. SFDA has not made and does not make any representations or warranties, either express or implied (including without limitation, any warranty of suitability, habitability, marketability, merchantability or fitness for a specific purpose), all of which are hereby waived as against SFDA, as to (i) the condition or state of repair of the Property; (ii) the compliance or non-compliance of the Property with any applicable laws, regulations or ordinances (including, without limitation, any applicable zoning, building or development codes); (iii) the value, expense of operation, or income potential of the Property; (iv) any other fact or condition which has or might affect the Property or the condition, state of repair, compliance, value, expense of operation or income potential of the Property or any portion thereof; (v) whether the Property contains asbestos or harmful or toxic substances or pertaining to the extent, location or nature of same; or (vi) the ability to develop or construct improvements on the Property or any portion thereof. Except as otherwise specifically provided herein or in any document delivered by SFDA at Closing, the Property will be conveyed to Purchaser in "AS-IS, WHERE IS, WITH ALL FAULTS" condition, and upon consummation of this transaction, Purchaser will have fully satisfied itself with respect to the condition of the Property.

c. If Purchaser's inspection of the Property causes any damage thereto, Purchaser shall return the Property to its condition existing immediately prior to such inspection. Purchaser

SFDA 

Purchaser 



shall be liable for all damage or injury to person or property resulting from any such inspection occasioned by the acts of Purchaser, its employees, agents or representatives, and for the imposition of any mechanics' or materialmen's liens on the Property resulting from acts performed by or on behalf of Purchaser, and Purchaser shall indemnify and hold harmless SFDA from any liability resulting therefrom. This indemnification by Purchaser shall survive the Closing or any termination of this Agreement, as applicable.

8. Title, Closing and Closing Date.

a. The consummation of the purchase and sale of the Property under this Agreement (the "Closing") shall be held on or before the date which is thirty (30) days after the expiration of the Inspection Period (as such may have been extended pursuant to this Agreement, at an exact date (the "Closing Date") and time designated by Purchaser to SFDA (subject to Paragraph 6(b) below) at any location which may be designated by Purchaser within the metropolitan Atlanta area. Purchaser will give SFDA not less than five (5) business days' notice of such designation.

b. At Closing, Purchaser shall pay the Purchase Price as provided in this Agreement, less a credit for the Earnest Money, which shall be paid to SFDA by SFDA Attorney. Additionally, Purchaser shall pay SFDA's attorney's fees in coordinating, drafting and facilitating this Agreement, which costs shall not exceed Ten Thousand Dollars.

c. At Closing, SFDA shall execute and deliver to Purchaser:

i. A quit claim deed conveying SFDA's title and interest in the Property to Purchaser.

ii. Duplicate Georgia Real Estate Transfer Tax Declarations in the form required by Georgia law; and

iii. An owner's affidavit in form reasonably acceptable to Purchaser's title insurer to cause a Standard ALTA Owner's Policy of Title Insurance Form B-1992, if requested at least 5 days in advance of Closing.

d. SFDA and Purchaser shall each execute a closing statement reflecting the closing disbursements and other financial aspects of the transaction and such other documents as may be necessary or appropriate to consummate the transaction contemplated by this Agreement.

e. At Closing, Purchaser shall pay closing costs, the State of Georgia transfer tax, if applicable, all recording fees, the cost of examining and insuring title to the Property and all of Purchaser's due diligence costs and ad valorem taxes for the year of sale.

9. Extension of Initial Closing Date. In the event that the consummation of the purchase and sale of the Property under this Agreement does not occur by the 30<sup>th</sup> day after the expiration of the Inspection Period, SFDA shall provide a written notice of closing extension to

SFDA 

Purchaser 

Purchaser granting an extension of no more than thirty (30) days, provided however, the closing date may only be extended an additional two times (herein called the "Extended Closing Date").

10. Brokerage Commission. Each party represents and warrants that they have not engaged any broker, agent or finder in connection with this transaction and each party covenants and agrees to indemnify and hold the other party harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including but not limited to attorney's fees and expenses and court costs) that may be incurred because of any claim for any fee, commission or similar compensation with respect to this transaction, made by any broker, agent or finder claiming to have been engaged by the appropriate party, whether or not such claim is meritorious.

11. Notices. All notices required or permitted to be given hereunder shall be in writing, signed by the party giving such notice or its attorney at law, and shall be effective on the third business day after the same has been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the party to whom such notice is sent or when personally delivered or by courier, as the case may be, at the respective addresses set forth below:

If to SFDA, to:

Mark Baker, SFDA Chairman  
City of South Fulton  
5440 Fulton Industrial Blvd., SW  
Atlanta, GA 30336

With a copy to:

Emilia Walker, Esq.  
Fincher Denmark LLC  
100 Hartsfield Centre Pkwy, Ste. 400  
Atlanta, GA 30354

If to the Purchaser, to:

Regal Legal Services, LLC  
c/o L. Monty Garside, Esq.  
3015 R.N. Martin Street  
East Point, GA 30344

With a copy to:

Butler and Butler Investments  
c/o Jeffrey L.L. Butler, Sr.  
201 Sand Creek Rd.  
Suites H, D, and E  
Brentwood, CA 94513

SFDA 

Purchaser 



12. Recapture and Reconveyance of Property (this entire section being the "Reconveyance Rights")

a. In light of the Purchase Price agreed upon by SFDA in consideration of Purchaser's promises and obligations herein, upon the occurrence of any material breach by Purchaser of this Agreement, SFDA, in its sole discretion, shall be entitled to demand by written notice ("Recapture Notice") that the Purchaser reconvey the Property to SFDA, at no cost to SFDA. Purchaser shall cause for such reconveyance to be finalized on or before the ninetieth (90<sup>th</sup>) calendar day following the delivery of the Recapture Notice. Purchaser shall reconvey the Property to SFDA by quit claim deed, with any and all improvements thereon. A material breach shall include, but shall not be limited to:

1. Failure to Commence Project The SFDA shall be entitled to demand the reconveyance of the Property to SFDA upon the failure of development to commence on the Property (i.e. commencement of land disturbance) on or before the date which is twenty-four (24) months after the date of Closing (such date, as the same may be extended as provided for immediately herein below, the "Commencement Deadline"). For purposes hereof, "commencement of construction" or words of similar meaning are defined as when (i) Purchaser has submitted its development plan with its application for a disturbance permit to the applicable governmental authorities prior to the Commencement Deadline; (ii) Purchaser has been granted disturbance permit; and (iii) Purchaser has begun land disturbing activities such as grading, clearing, grubbing, and construction of building foundation.

2. Failure to Reach Project Completion Once Purchaser commences construction, Purchaser shall diligently prosecute the Project to completion, and shall use commercially reasonable efforts to substantially complete (or cause the substantial completion of) the Project, including, but not limited to, the receipt of a Certificate of Occupancy, no later than thirty-six (36) months after the Commencement Deadline (the "Project Completion Deadline"). For purposes hereof, "substantially completed" or words of similar meaning are defined as when the Required Development is constructed by Purchaser in accordance with this Agreement. In the event Purchaser does not complete the Project by this date, then SFDA may, at its option and in its sole discretion, exercise the Reconveyance Rights as outlined in this section.

b. Tolling. In addition, and notwithstanding any other provision of this paragraph, the Commencement Deadline and/or Project Completion Deadline may be tolled at no cost to Purchaser during the following force majeure and Permitting events which reasonably delay Purchaser, at no fault of Purchaser, from proceeding as required under this Agreement: government permitting delays, war, strikes, fires, floods, acts of God, state or federal declared emergency or national health crisis impacting the Property, governmental restrictions, or power failures. Purchaser shall provide SFDA with written notice of any events requiring tolling under this paragraph, within twenty (20) days of any such event. Such notice shall include the nature of the event and anticipated length of delay.

SFDA 

Purchaser 



c. Extensions. SFDA shall make every reasonable good faith effort to allow such development to commence on or before the Commencement Deadline, and may, at SFDA's sole discretion, grant to Purchaser an extension of the Commencement Deadline and/or Project Completion Deadline by written notification for an additional period, as warranted under the circumstances for the extension, at no cost to Purchaser. However, any additional extension of the Commencement Deadline and/or Project Completion Deadline shall only be granted at SFDA's sole discretion, and upon the payment of an amount equal to Five Hundred Dollars (\$500.00) per day to SFDA by Purchaser as consideration for said extension (the "Extension Fee"), prior to sending the Recapture Notice to Purchaser. The Extension Fee shall be non-refundable.

13. Absent written consent from the SFDA, Purchaser shall not transfer and/or reconvey any of Purchaser's interest in the Property to any third party until all of Purchaser's obligations to the SFDA under the Agreement are completed.

14. Miscellaneous.

a. Entire Agreement. This Agreement embodies the entire agreement between the parties and cannot be waived or amended except by written agreement. Purchaser has made a full and thorough examination and investigation of the Property before entering into this Agreement and, in entering into this Agreement, Purchaser has not been induced by and has not relied upon any information, representations, warranties or statements, whether oral or written or express or implied, made by SFDA or by any broker or any other person representing or purporting to represent SFDA, which are not expressly set forth in this Agreement.

b. Time of Essence. Time is of the essence of this Agreement.

c. Successors and Assigns. This Agreement shall be binding upon SFDA and Purchaser and their respective successors, successors-in-title, heirs, future purchasers and assigns. In the event SFDA assigns its interest in the Agreement to an entity in which SFDA maintains, controls or manages, SFDA shall similarly be entitled to assign all of its right, title and interest in and to this Agreement to such entity, provided such entity assumes all obligations of SFDA hereunder. Additionally, Purchaser shall not enter into any agreement with any respective successor, successor-in-title, future purchasers and/or assign, without such agreement expressly obligating such third party(s) to all of Purchaser's obligations, duties and responsibilities under this Agreement.

d. Applicable Law. This Agreement and all rights, duties and responsibilities hereunder shall be interpreted and construed in accordance with the laws of the State of Georgia. Purchaser agrees that service of process for the purposes of any lawsuit under this Agreement may be made upon Purchaser and/or Purchaser's last registered agent recorded with the Georgia Secretary of State. SFDA shall be entitled to attorney's fees for any breach of this Agreement by Purchaser which results in litigation and to which Purchaser is thereafter found by the court to be in breach of the Agreement. If for any reason Purchaser is legally serviced with any lawsuit and does not acknowledge or fully participate in such action, that the Court may award SFDA specific

SFDA 

Purchaser 



performance, reconveyance of the Property by quit claim deed, attorney's fees and all other relief by the Court deemed just and proper.

e. Time Periods. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall automatically be extended through the close of business on the next regularly scheduled business day.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.


g. Assignment. This Agreement may not be assigned by Purchaser without prior written consent of the SFDA, which may not be unreasonably withheld. Notwithstanding the foregoing, Purchaser may assign this Agreement to an entity in which Purchaser or its principal owns a majority interest without obtaining the prior written consent of the SFDA.

**[Signatures Appear on Following Pages]**

SFDA



Purchaser



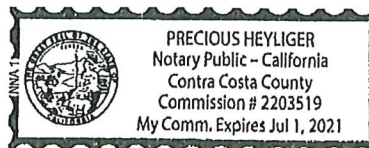
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement, by and through their duly authorized representatives appearing below, as of the date and year first above written.

BBI DEVELOPMENT, LLC:

 Date: 7/29/2020  
Jeffrey L. Butler, Sr., Owner

Sworn to and subscribed before me  
this 29 day of July, 2020.

  
NOTARY PUBLIC



(Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of CONTRA COSTA

On 7 / 29 /2019 before me, Precious Heyliger Notary Public  
(insert name and title of the officer)

personally appeared Jeffrey L. Butler, Sr.  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature P. Heyliger (Seal)




SOUTH FULTON DEVELOPMENT AUTHORITY



Date: 4 AUG 2020

By: Mark Baker, Chairman

Attest:



By: Arnold Jiggetts, Secretary-Treasurer

Approval as to Form:



Emilia C. Walker, SFDA Attorney



EXHIBIT A

SUBJECT PROPERTY LEGAL DESCRIPTION

"TRACT III

ALL THAT 'TRACT' or parcel of land lying and being in Land Lot 101 of the 13<sup>th</sup> District of Fulton County, Georgia and being more particularly described as follows:

TRACT #1

BEGINNING at the point formed by the intersection of the eastern right-of-way line of Old National Highway (a 100 foot wide right-of-way) and the western line of Land Lot 101; thence leaving said true POINT OF BEGINNING and running along said western line of Land Lot 101, North 00°21'01" East, 495.24 feet to a stone found; thence leaving said western line of Land Lot 101 and running, South 88°33'14" East, 112.00 feet to a ½" rebar found; thence, South 89°33'17" East, 212.88 feet to a ½" square rod found; thence South 89°07'42" East, 366.89 feet to a ½" rebar found; thence South 89°10'19" East, 339.64 feet to a point; thence, South 00°26'13" West, 924.75 feet to a point along the northern right-of-way line of Sheriff Road (a variable width right-of-way); thence running along said northern right-of-way line of Sheriff Road, North 83°30'14" West, 66.04 feet to a point; thence North 89°42'42" West, 410.78 feet to a point; thence, North 00°49'41" East, 15.13 feet to a point; thence, North 88°42'03" West, 536.55 feet to a concrete monument found along said eastern right-of-way line of Old National Highway; thence running along said eastern right-of-way line of Old National Highway North 45°53'14" West, 36.68 feet to a concrete monument found; thence running 358.83 feet along an arc of a curve to the left having a radius of 2914.79 feet and being scribed by a chord bearing North 06°50'10" West, 358.60 feet to a point; and thence, North 10°21'46" West, 31.15 feet to a point and the true POINT OF BEGINNING.

Said tract contains 22.5368 acres (981,704 square feet), as shown in a survey prepared for Fulton County, Georgia, a Political Subdivision of the State of Georgia, by Charles D. McCann & Associates, Inc., R.L.S. # 2245, dated June 1, 1999.

TRACT #2

To find the point of beginning commence at the point formed by the intersection of the eastern right-of-way line of Old National Highway (a 100 foot wide right-of-way) and the western line of Land Lot 101; thence running along said eastern right-of-way line of Old National Highway, South 10°21'46" East, 31.15 feet to a point; thence running 358.83 feet along an arc of a curve to the right, having a radius of 2914.79 feet and being scribed by a chord bearing South 06°50'10" East, 358.60 feet to a concrete monument found; thence South 45°53'14" East, 36.68 feet to a concrete monument found along the

northern right-of-way line of Sheriff Road (a variable width right-of-way); thence running along said northern right-of-way line of Sheriff Road, South 88°42'03" East, 536.55 feet to a point; thence, South 00°49'41" West, 15.13 feet to a point; thence South 89°42'42" West, 410.78 feet to a point; thence, South 83°30'14" East, 66.04 feet to a point and the true POINT OF BEGINNING; thence leaving said northern right-of-way line of Sheriff Road and running North 00°26'13" East, 924.75 feet to a point; thence running South 89°10'19" East, 468.02 feet to a stone found; thence running South 00°26'13" West, 925.03 feet to a fence post found along said northern right-of-way line of Sheriff Road; thence running South 89°04'52" West, 118.19 feet to a point; thence running South 88°12'15" West, 100.34 feet to a point; thence running South 88°54'02" West, 63.05 feet to a point; thence running North 88°06'26" West, 98.33 feet to a point; and thence running North 83°30'14" West, 88.76 feet to a point and the true POINT OF BEGINNING.

Said tract contains 10.000 acres (435,600 square feet), as shown in a survey prepared for Fulton County, Georgia, a Political Subdivision of the State of Georgia, by Charles D. McCann & Associates, Inc., R.L.S. # 2245, dated June 1, 1999.

#### TRACT IV

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 101 of the 13<sup>th</sup> District, Fulton County, Georgia and being more particularly described as follows:

Beginning at a point on the Southerly right-of-way of Pleasant Hill Road 868.4 feet East of the West land lot line of Land Lot 101 as measured along said right-of-way; running thence South 01 degree 11 minutes East a distance of 983.9 feet to a point; running thence South 88 degrees 47 minutes West a distance of 170.8 feet to a point; running thence South 01 degree 11 minutes East a distance of 467.0 feet to a point; running thence North 88 degrees 47 minutes East a distance of 1057.0 feet to a point; running thence South 89 degrees 25 minutes East a distance of 668.4 feet to a point; running thence North 23 degrees 23 minutes West a distance of 145.0 feet to a point; running thence North 31 degrees 13 minutes West a distance of 344.6 feet to a point; running thence North 41 degrees 31 minutes West a distance of 218.3 feet to a point; running thence North 53 degrees 49 minutes West a distance of 910.0 feet to a point; thence running North 23 degrees 20 minutes West a distance of 336.3 feet to a point on the Southerly right-of-way of Pleasant Hill Road; thence continuing along said right-of-way South 89 degrees 38 minutes West a distance of 327.8 feet to a point which is the point of beginning."

(The above being the same parcels described as "Tract III" and "Tract IV" in that certain Quit Claim Deed between Fulton County, Georgia, a political subdivision of the State of Georgia, as Grantor, and the City of South Fulton, a municipal corporation of the State of Georgia, as Grantee, dated May 31, 2018, and recorded on June 4, 2018, in the office of the Fulton County Superior Court Clerk at Deed Book 58853, Page 390.)



**WFG National Title Insurance Company**  
**RESIDENTIAL MORTGAGE SURVEY AFFIDAVIT**

Subject Property (Street Address): 0 Old National Highway, Atlanta, GA 30349

Owned by: City of South Fulton Development Authority

Now, therefore, the Owner(s), for the purpose of inducing WFG National Title Insurance Company to remove exceptions from the lender's title insurance policy to be issued in this transaction, on oath depose(s) and say(s) as follows:

I/We have owned the property now being sold ~~or mortgaged by me/us~~ since June 2020, and my/our enjoyment thereof has been peaceable and undisturbed and the title to said property has never been disputed or questioned to my/our knowledge, nor do I/we know of any facts by reason of which the title to, or possession of, said property might be disputed or questioned, or by reason of which any claim to property might be asserted adversely to me/us, and more particularly:

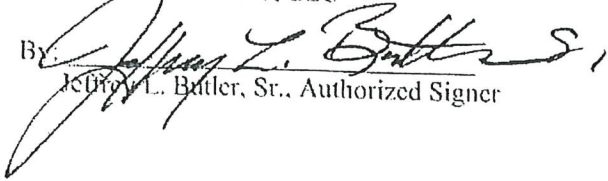
1. No party other than the Owner(s) is/are in known possession of all or any portion of the premises above described under any unrecorded leases, tenancy at will or otherwise. I/We have not leased, contracted or granted an option to other parties, subject to RES-2019-057.
2. The Owner(s) during the time of ownership of the premises above described has/have conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises. The Owner(s) has/have no knowledge of encroachments on the premises above described by any adjoining land owners nor has/have the undersigned encroached upon any property of adjoining land owners. The Owner(s) has/have no knowledge of such adverse rights of way, continuous driveway usage, oil pipeline or other rights of passage to others over the premises above described, with the exception of any recorded easements, utility or otherwise. The Owner(s) has/have no knowledge of any discontinued highways, abandoned roads, lanes, cemetery or family burial grounds, springs, streams, rivers, ponds, or lakes bordering or running through said premises, other than those which may be recorded or shown in the title search. The Undersigned acknowledge that blanket easements exist on title.
3. The Owner(s), at present, and for a period of 180 days past, has/have caused no construction erection, alteration or repairs of any structures or improvements on the premises above cited to be done, nor has/have contracted for any materials to be delivered to the premises for which charges remain unpaid.
4. The Undersigned has/have no knowledge of any taxes or special assessments which are not shown as existing liens by the public records other than as shown in the title insurance binder and/or attorney's title opinion.
5. The Undersigned has/have no knowledge of violation of any covenants, restrictions, agreements, conditions or zoning ordinances affecting the premises. I/We have obtained all required Building Permits and Town/City Approvals for past construction, remodeling, et cetera, subject to RES-2019-057.
6. With knowledge of and excluding RES-2019-057 (Exhibit A).

City of South Fulton Development Authority

By: \_\_\_\_\_  
Mark Baker, Authorized Signer

In order to induce WFG National Title Insurance Company to remove exceptions from the Lender's Title Insurance Policy only, the undersigned (Borrower(s) of subject property) on oath depose and say(s) that I/we have read the contents of the above, have reviewed the property, and know of no facts which would contradict the contents of said Affidavit.

BBI DEVELOPMENT, LLC

By:   
Jeffrey L. Butler, Sr., Authorized Signer

STATE OF GEORGIA  
COUNTY OF FULTON

Sworn to and subscribed before me this 10<sup>th</sup> - 2<sup>nd</sup> 5<sup>th</sup> day of July November December, 2021 by Mark Baker, Authorized Signer of City of South Fulton Development Authority.

       Personally Known  
       Produced Identification  
Type and # of ID                                 

\_\_\_\_\_  
Signature Notary

\_\_\_\_\_  
Name of Notary Typed, Stamped, or Printed  
Notary Public, State of Georgia



**Regal Legal Services, LLC**

3015 R N Martin Street  
East Point, GA 30344

T: (404) 941-8979, F: (404) 941-8979

**RECEIPT FOR ESCROW ACCOUNT**

DATE: ~~July 2~~ November 5 December 10, 2021  
FILE#: 20-GA-73  
SELLER: City of South Fulton Development Authority  
BUYER: BBI DEVELOPMENT, LLC  
PROPERTY: 0 Old National Highway, Atlanta, GA 30349

Regal Legal Services, LLC acknowledges receipt of a check from **BBI DEVELOPMENT, LLC** in the amount of \$10,000.00.

These funds will be deposited in an escrow account in accordance with the terms of a certain Agreement of Sale between the parties above captioned.

The sole duty of the escrow agent shall be to hold the "ESCROW" in safe custody and incur no liability except for gross negligence or misappropriation of these funds.

In the event that a dispute occurs between the parties or final settlement cannot be consummated for any reason, Regal Legal Services, LLC shall be under no obligation to determine the facts, except as required by law.

Accordingly, this Company may deposit said "ESCROW" with a Court of competent jurisdiction and thereupon have no further duties or obligations with respect to either party except as required by law.

It is further understood that this Company shall be held harmless by Borrower from any and all costs incident to court proceedings or to the extent company is not in violation of this receipt of Escrow Account of the law.

Signatures below acknowledge receipt of a copy of this letter and acceptance of the terms and conditions hereto.

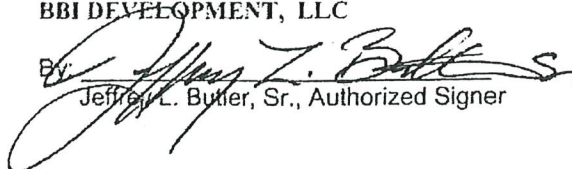
Regal Legal Services, LLC

By: \_\_\_\_\_  
Jacinda Walker, Attorney

BORROWER:

**BBI DEVELOPMENT, LLC**

Date:

By:   
Jeffrey L. Butler, Sr., Authorized Signer

SELLER:

**City of South Fulton Development Authority** Date:

By: \_\_\_\_\_  
Mark Baker, Authorized Signer



# A. Settlement Statement (HUD-1)

OMB Approval No 2502-0265

|  |                                |                                  |   |                                  |  |
|--|--------------------------------|----------------------------------|---|----------------------------------|--|
| <b>B. Type of Loan</b>   |                                |                                  |   |                                  |  |
| 1 <input type="checkbox"/> FHA   | 2 <input type="checkbox"/> RHS | 3 <input type="checkbox"/> Other | 4 <input type="checkbox"/> VA   | 5 <input type="checkbox"/> Other | 6 <input type="checkbox"/> Other   |
| C. Note: This form is to be used to give you a statement of actual to the amount costs. Amounts paid to and by the settlement agent are shown below. Items marked "X" were paid outside the closing, they are shown here for information purposes and are not included in the table. |                                |                                  | 7 <input type="checkbox"/> Other  |                                  |  |
| D. Name & Address of Borrower<br>BBI DEVELOPMENT, LLC<br>0 Old National Highway<br>Atlanta, GA 30349   |                                |                                  | E. Name & Address of Seller<br>City of South Fulton Development<br>Authority<br>0 Old National Highway<br>Atlanta, GA 30349 |                                  | F. Name & Address of Lender  |
| G. Property Location<br>0 Old National Highway, Atlanta, GA 30349<br>0 Old National Highway, Atlanta, GA 30349   |                                |                                  | H. Settlement Agent<br>Regal Legal Services, LLC<br>Place of Settlement:<br>3015 R N Martin Street East Point, GA<br>30344  |                                  | I. Settlement Date:<br>12/10/2021<br>Funding Date:<br>12/10/2021<br>Disbursement Date:<br>12/10/2021 |

|   |              |   |              |
|---|--------------|---|--------------|
| <b>J. Summary of Borrower's Transaction</b>   |              | <b>K. Summary of Seller's Transaction</b>   |              |
| 100. Gross Amount Due from Borrower   |              | 400. Gross Amount Due to Seller   |              |
| 101. Contract sales price   | \$819,935.00 | 401. Contract sales price   | \$819,935.00 |
| 102. Personal property  |              | 402. Personal property  |              |
| 103. Settlement charges to borrower (line 1400)   | \$113,952.00 | 403.  |              |
| 104.  |              | 404.  |              |
| 105.  |              | 405.  |              |
| Adjustment for items paid by seller in advance  |              | Adjustment for items paid by seller in advance  |              |
| 106. City/Town Taxes  |              | 406. City/Town Taxes  |              |
| 107. County Taxes   |              | 407. County Taxes   |              |
| 108. Assessments  |              | 408. Assessments  |              |
| 109.  |              | 409.  |              |
| 110.  |              | 410.  |              |
| 111.  |              | 411.  |              |
| 112.  |              | 412.  |              |
| 120. Gross Amount Due from Borrower   | \$933,887.00 | 420. Gross Amount Due to Seller   | \$819,935.00 |
| 200. Amount Paid by or in Behalf of Borrower  |              | 500. Reductions in Amount Due to Seller   |              |
| 201. Deposit  | \$10,000.00  | 501. Excess deposit (see instructions)  |              |
| 202. Principal amount of new loan(s)  |              | 502. Settlement charges to seller (line 1400)   | \$325.00     |
| 203. Existing loan(s) taken subject to  |              | 503. Existing loan(s) taken subject to  |              |
| 204.  |              | 504. Payoff of First Mortgage   |              |
| 205.  |              | 505. Payoff of Second Mortgage  |              |
| 206.  |              | 506.  |              |
| 207.  |              | 507.  |              |
| 208.  |              | 508.  |              |
| 209.  |              | 509.  |              |
| Adjustments for items unpaid by seller  |              | Adjustments for items unpaid by seller  |              |
| 210. City/Town Taxes  |              | 510. City/Town Taxes  |              |
| 211. County Taxes   |              | 511. County Taxes   |              |
| 212. Assessments  |              | 512. Assessments  |              |
| 213.  |              | 513.  |              |
| 214.  |              | 514.  |              |
| 215.  |              | 515.  |              |
| 216.  |              | 516.  |              |
| 217.  |              | 517.  |              |
| 218.  |              | 518.  |              |
| 219.  |              | 519.  |              |
| 220. Total Paid by/for Borrower   | \$10,000.00  | 520. Total Reduction Amount Due Seller  | \$325.00     |
| 300. Cash at Settlement from/to Borrower  |              | 600. Cash at Settlement to/from Seller  |              |
| 301. Gross amount due from borrower (line 120)  | \$933,887.00 | 601. Gross amount due to seller (line 420)  | \$819,935.00 |
| 302. Less amounts paid by/for borrower (line 220)                                       | \$10,000.00  | 602. Less reductions in amounts due seller (line 520)                                 | \$325.00     |
| 303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower | \$923,887.00 | 603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller | \$819,610.00 |

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.



# 1. Settlement Charges

| 700. Total Real Estate Broker Fees  |                | Paid From Borrower's Funds at Settlement | Paid From Seller's Funds at Settlement |
|---|----------------|--|--|
| Division of commission (line 700) as follows:   |                |  |  |
| 701. \$   |                |  |  |
| 702. \$   |                |  |  |
| 703. Commission paid at settlement  |                |  |  |
| 704.  |                |  |  |
| 800. Items Payable in Connection with Loan  |                |  |  |
| 801. Origination charge   | (from GFE #1)  |  |  |
| 802. Your credit or charge (initial) for the spread interest rate chosen  | (from GFE #2)  |  |  |
| 803. Your adjusted origination charges  | (from GFE #3)  |  |  |
| 804. Appraisal fee  | (from GFE #3)  |  |  |
| 805. Credit report  | (from GFE #3)  |  |  |
| 806. Tax service  | (from GFE #3)  |  |  |
| 807. Flood certification  | (from GFE #3)  |  |  |
| 808.  |                |  |  |
| 809.  |                |  |  |
| 810.  |                |  |  |
| 811.  |                |  |  |
| 900. Items Required by Lender to be Paid in Advance   |                |  |  |
| 901. Daily interest charges from 12/10/2021 to 01/01/2022   | (from GFE #10) |  |  |
| 902. Mortgage insurance premium   | (from GFE #3)  |  |  |
| 903. Homeowner's insurance  | (from GFE #11) |  |  |
| 904.  |                |  |  |
| 1000. Reserves Deposited with Lender  |                |  |  |
| 1001. Initial deposit for your escrow account   | (from GFE #9)  |  |  |
| 1002. Homeowner's insurance   |                |  |  |
| 1003. Mortgage insurance  |                |  |  |
| 1004. Property taxes  |                |  |  |
| 1005.   |                |  |  |
| 1006.   |                |  |  |
| 1007. Aggregate Adjustment \$0.00   |                |  |  |
| 1100. Title Charges   |                |  |  |
| 1101. Title services and lender's title insurance   | (from GFE #4)  | \$41,775.00                              |  |
| 1102. Settlement or closing fee to Regal Legal Services, LLC \$10,500.00  |                |  |  |
| 1103. Owner's title insurance to WFG National Title Insurance Company   | (from GFE #5)  | \$3,392.00                               |  |
| 1104. Lender's title insurance to WFG National Title Insurance Company  |                |  |  |
| 1105. Lender's title policy limit \$  |                |  |  |
| 1106. Owner's title policy limit \$819,935.00   |                |  |  |
| 1107. Agent's portion of the total title insurance premium to Regal Legal Services, LLC \$2,367.40                  |                |  |  |
| 1108. Underwriter's portion of the total title insurance premium to WFG National Title Insurance Company \$1,014.60 |                |  |  |
| 1109. Title - Search (Commercial) (Update X6) to Regal Legal Services, LLC \$9,500.00                               |                |  |  |
| 1110. Title - Doc Prep Fees to Regal Legal Services, LLC \$7,500.00   |                |  |  |
| 1111. Title - Post Closing Fee to Regal Legal Services, LLC \$2,500.00  |                |  |  |
| 1112. Title - Courier Fee to Regal Legal Services, LLC \$250.00   |                |  |  |
| 1113. Title - Escrow Disbursement Fee to Regal Legal Services, LLC \$700.00   |                |  |  |
| 1114. Seller - Title Policy to WFG National Title Insurance Company   |                | \$1,425.00                               |  |
| 1115. Redraw & Doc Prep Fee v 6 to Regal Legal Services, LLC \$10,750.00  |                |  |  |
| 1116. e-recording handling to Regal Legal Services, LLC \$75.00   |                |  |  |
| 1200. Government Recording and Transfer Charges   |                |  |  |
| 1201. Government recording charges  | (from GFE #7)  | \$50.00                                  |  |
| 1202. Deed \$50.00 Mortgage \$ Release \$ to Fulton County Recording Office   |                |  |  |
| 1203. Transfer taxes  | (from GFE #8)  | \$920.00                                 |  |
| 1204. City/County tax/stamps Deed \$ Mortgage \$  |                |  |  |
| 1205. State tax/stamps Deed \$920.00 Mortgage \$ to Fulton County Recording Office                                  |                |  |  |
| 1206.   |                |  |  |
| 1300. Additional Settlement Charges   |                |  |  |
| 1301. Required services that you can shop for   | (from GFE #6)  |  |  |
| 1302.   |                |  |  |
| 1303.   |                |  |  |
| 1304. Title - Seller Post Closing Fees to Regal Legal Services, LLC   |                |  | \$250.00                               |
| 1305. Title - Seller Courier / Wire Fees to Regal Legal Services, LLC   |                |  | \$75.00                                |
| 1306. Certificate of Title (Commercial Specialist) to Regal Legal Services, LLC                                     |                | \$3,000.00                               |  |
| 1307. Attorney Fees (City of South Fulton) to Fincher Denmark, LLC  |                | \$20,000.00                              |  |
| 1308. Phase I Environmental Impact Assessment to VJ Environmental and Construction LLC                              |                | \$7,500.00                               |  |
| 1309. Leonard Garside (BBI Counsel) to Leonard Garside II   |                | \$20,000.00                              |  |
| 1310. Property Appraisal Update to M. H. Biggers & Associates   |                | \$1,000.00                               |  |
| 1311. Invoice to PALE MORNING DOVE, LLC   |                | \$15,000.00                              |  |
| 1312.   |                |  |  |
| 1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)                                   |                | \$113,952.00                             | \$325.00                               |

See signature addendum

Signature Addendum

BBI DEVELOPMENT, LLC, a Georgia Limited Liability Company

City of South Fulton Development Authority

By

Jeffrey H. Miller, Sr., Authorized Signer

Date

Mark Baker, Authorized Signer

Date

The HUD-1 settlement statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement

Settlement Agent

Date



# Settlement Statement

## Your Order Summary

|                     |  |                  |   |              |  |
|---------------------|--|------------------|---|--------------|--|
| FILE #              | 20-GA-73                                       | PROPERTY ADDRESS | See Addendum                                  | TITLE BY     | Regal Legal Services, LLC                      |
| PREPARED            | 12/10/2021                                     | BUYER            | BDI DEVELOPMENT, LLC                          | COMP ADDRESS | 3015 R N Martin Street<br>East Point, GA 30344 |
| SETTLEMENT          | 12/10/2021                                     | SELLER           | City of South Fulton<br>Development Authority | OUR PHONE #  | (404) 941-8979                                 |
| DISBURSEMENT        | 12/10/2021                                     | LENDER           |   | ATTORNEY     | Jacinda Roche Walker                           |
| SETTLEMENT LOCATION | 3015 R N Martin Street<br>East Point, GA 30344 |                  |   |              |  |

## Charges

| SELLER DEBIT | SELLER CREDIT | PRIMARY CHARGES & CREDITS  | BUYER DEBIT  | BUYER CREDIT |
|--------------|---------------|--|--------------|--------------|
|              | \$819,935.00  | Sales Price of Property  | \$819,935.00 |              |
|              |               | Deposit  |              | \$10,000.00  |
| SELLER DEBIT | SELLER CREDIT | GOVERNMENT RECORDING AND TRANSFER CHARGES  | BUYER DEBIT  | BUYER CREDIT |
|              |               | Government recording charges   | \$50.00      |              |
|              |               | Transfer taxes   | \$820.00     |              |
| SELLER DEBIT | SELLER CREDIT | TITLE CHARGES  | BUYER DEBIT  | BUYER CREDIT |
|              |               | Title services and lender's title insurance                                      | \$19,500.00  |              |
|              |               | Settlement or closing fee to Regal Legal Services, LLC                           | \$10,500.00  |              |
|              |               | Owner's title insurance to WFG National Title Insurance Company                  | \$3,382.00   |              |
|              |               | --Title - Search (Commercial) (Update X6) to Regal Legal Services, LLC           |              |              |
|              |               | --Title - Doc Prep Fees to Regal Legal Services, LLC \$7,500.00                  |              |              |
|              |               | --Title - Post Closing Fee to Regal Legal Services, LLC \$2,500.00               |              |              |
|              |               | Title - Courier Fee to Regal Legal Services, LLC                                 | \$250.00     |              |
|              |               | Title - Escrow Disbursement Fee to Regal Legal Services, LLC                     | \$700.00     |              |
|              |               | Seller - Title Policy to WFG National Title Insurance Company                    | \$1,425.00   |              |
|              |               | Redraw & Doc Prep Fee x 6 to Regal Legal Services, LLC                           | \$10,750.00  |              |
|              |               | e-recording handling to Regal Legal Services, LLC                                | \$75.00      |              |
| SELLER DEBIT | SELLER CREDIT | MISCELLANEOUS CHARGES  | BUYER DEBIT  | BUYER CREDIT |
| \$250.00     |               | Title - Seller Post Closing Fees to Regal Legal Services, LLC                    |              |              |
| \$75.00      |               | Title - Seller Courier / Wire Fees to Regal Legal Services, LLC                  |              |              |
|              |               | Certificate of Title (Commercial Specialist) to Regal Legal Services, LLC        | \$3,000.00   |              |
|              |               | Attorney Fees (City of South Fulton) to Fincher Denmark, LLC                     | \$20,000.00  |              |
|              |               | Phase I Environmental Impact Assessment to VJ Environmental and Construction LLC | \$7,500.00   |              |
|              |               | Leonard Garside (BDI Counsel) to Leonard Garside II                              | \$20,000.00  |              |
|              |               | Property Appraisal Update to M. H. Biggers & Associates                          | \$1,000.00   |              |
|              |               | Invoice to PALE MORNING DOVE, LLC  | \$15,000.00  |              |

| SELLER DEBIT | SELLER CREDIT | TOTALS |
|--------------|---------------|--------|
| \$325.00     | \$819,935.00  |        |

| BUYER DEBIT  | BUYER CREDIT |
|--------------|--------------|
| \$933,887.00 | \$10,000.00  |

CASH FROM BUYER \$923,887.00

CASH TO SELLER \$819,610.00

## Acknowledgement

We/I have carefully reviewed this settlement statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of this settlement statement.

We/I authorize Regal Legal Services, LLC to cause the funds to be disbursed in accordance with this statement.

### Buyer

B&I DEVELOPMENT, LLC, a Georgia Limited Liability Company

By: Jeffrey L. Butler Sr.  
Jeffrey L. Butler, Sr., Authorized Signer

12/10/2021  
Date

### Seller

City of South Fulton Development Authority

By: \_\_\_\_\_  
Mark Baker, Authorized Signer

\_\_\_\_\_  
Date

Settlement Agency

Settlement Agent

\_\_\_\_\_  
Date

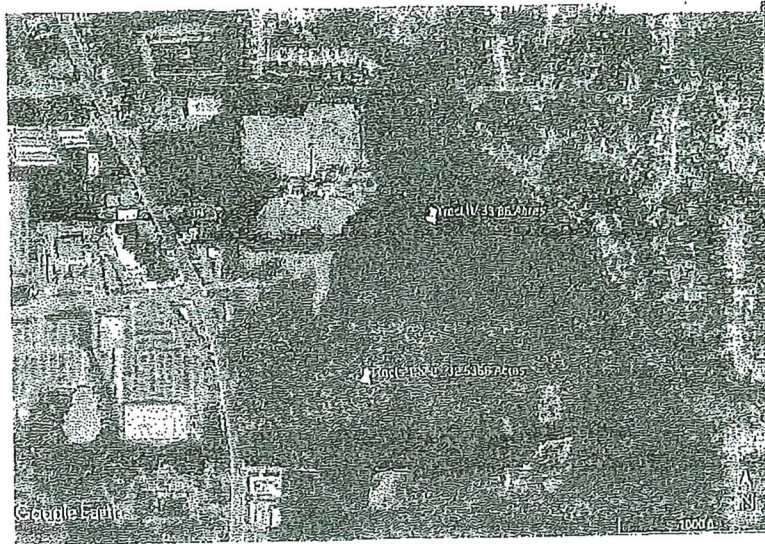


Exhibit - E

Appraisal and Executive Summary of Project.



REGAL LEGAL SERVICES, LLC  
3015 RN Martin Street  
East Point, GA 30344  
404-941-8979 (Phone)



RESTRICTED REAL ESTATE APPRAISAL OF  
OLD NATIONAL/TUCKER MEMORIAL PARK  
SOUTH FULTON, GA

DATE OF VALUATION: 10 March 2021

APPRAISED BY:  
M. H. BIGGERS & ASSOCIATES  
MICHAEL H. BIGGERS  
275 N MILL PKWY  
STOCKBRIDGE, GA 30281  
770-954-0011

---



## RESTRICTED APPRAISAL REPORT

### Purpose

The purpose of this report is to estimate the market value, "as is", of a 66.4 +/- acre site, mostly vacant and located along the north right of way of Sheriff Rd, South Fulton, GA, and was formerly known as the Old National Park. The appraisal is intended for use by City of South Fulton/South Fulton Development Authority in establishing an estimate of Fair Market Value.

### Format

Restricted. The undersigned appraiser, Michael H. Biggers, previously appraised this property for the client on 26 February 2020. This appraisal references the original document.

### Function of the Appraisal

The appraisal is for internal use by City of South Fulton/South Fulton Development Authority prior to rendering a decision relative to a marketing or redevelopment.

### Intended Client and Intended User of the Appraisal

City of South Fulton/South Fulton Development Authority. The report has been prepared according to the appraisal policies and guidelines of the client and the appropriate regulatory agencies. Any other use or user is prohibited.

### Effective Date of the Appraisal and Date of the Report

The effective date of the appraisal is 10 March 2021.

### Identification of the Subject Property

The subject property is a 66.4 +/- acre tract, and was formerly used as a municipal park known as Old National/Tucker Memorial Park. The subject of this report is the undeveloped, wooded, acreage of the park, and does not include the athletic fields. There are no improvements or paving on this portion of the property, and the acreage is mostly mature woodland. The subject is located along the east right of way of Old National, and the north right of way of Sheriff Road, and is accessed via interior park roads. The northern portion of the subject, (Tract IV on the attached deeds) has approximately 380' of frontage along Pleasant Hill Rd, west of the intersection with Surrey Trail. This location is the eastern and southwestern portion of Old National/Tucker Memorial Park, and is a largely undeveloped area. The subject is identified on the attached deeds as Tract III & Tract IV. The exact acreage is not determined and appears to vary from 64 acres to 66 acres, more or less. An exact survey on the entire acreage is recommended.

### History of the Subject

The subject property had been owned by Fulton County since 1994. On May 5, 2018, Fulton County transferred the subject to The City of South Fulton. On 20 July 2020, the City of South Fulton transferred the property to the South Fulton Development Authority via quit claim. This is considered to be a related party transaction. The property is currently offered for sale at an undisclosed price.

### Property rights being appraised

All and singular in fee simple. The Fee Simple Estate is defined as "Absolute ownership unencumbered by any other interest or estate subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat", (The Dictionary of Real Estate Appraisal, 6th Edition)

### Definition of Market Value

#### IV. SALES COMPARISON APPROACH

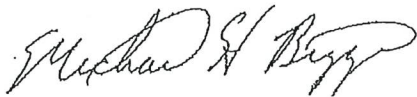
In the grid below, recent sales of vacant land tracts are presented. These represent recent market activity in the market area, considered to be Fulton and Clayton Counties.

| <u>Last Sale Date</u> | <u>Owner Name</u>        | <u>Parcel ID</u> | <u>Acres</u> | <u>Last Sale Price</u> | <u>Price/Acre</u> |
|-----------------------|--------------------------|------------------|--------------|------------------------|-------------------|
| 10/2/2019             | Landlife LLC             | 14F0069 LL0111   | 59.2         | \$2,257,000.00         | \$38,125.00       |
| 12/15/2020            | Boulevard Associates LLC | 09F360201300863  | 52           | \$2,350,984.00         | \$45,211.23       |
| 2/13/2020             | Greater Victory          | 130188 LL0487    | 13.19        | \$225,000.00           | \$17,058.38       |
|                       |                          |                  |              | Avg Price Per Acre     | \$33,464.87       |

Based upon these sales, the value of the subject property remains at:

$$66.4 \text{ Acres} \times \$33,500/\text{Ac} = \$2,224,400$$

Two million, two hundred twenty four thousand, four hundred dollars



Michael H. Biggers, GA Cert Gen RE #732



## STATEMENT OF LIMITING CONDITIONS

1. The appraisal is made "as is".
2. Unless otherwise noted, all existing liens and/or encumbrances, if any, have been disregarded, and the property has been appraised as though free and clear and under responsible ownership and competent management. Typical financing as may be customarily secured for the type of property under analysis has been considered, as has a favorable mortgage position, if any.
3. The appraiser did not search validity of title nor does he assume responsibility of correction which a survey of the property may reveal.
4. The information contained herein is not guaranteed but it was gathered from reliable sources which are believed to be accurate.
5. No responsibility is assumed for matters legal in character.
6. Sketches are accurate only for purposes of approximation.
7. This report is not to be reproduced in part or as a whole without written consent of the appraiser.
8. The conclusions expressed herein assume competent and aggressive management and/or marketing of the subject property.
9. The contents of this Appraisal are for limited private use only. If this report becomes the property of any party, other than the addressee or the person who has paid the fee connected herewith, permission must be obtained from the original addressee for reproduction or additional copies, and additional fees will be charged for any further consultation, reappraisal, or review of the property.
10. Information regarding the location or existence of public utilities has been obtained through a verbal inquiry to the appropriate utility, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capabilities of public utility systems.
11. Disclosure of the contents of this Appraisal report is governed by the by-laws and regulations of the Appraisal Foundation. Neither all nor any part of the contents of the Appraisal report shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.
12. Opinions of value contained herein are estimates and there are no guarantees, either written or implied, that the property would sell for the expressed estimates of value.
13. The appraiser is not obligated to give testimony of any kind nor appear in any court as a result of having completed this Appraisal, unless arrangements to that effect were made prior to the initiation of the appraisal assignment.
14. The property history has been provided by conversations with various individuals involved with the chain of title, and, if available, various documents such as contracts, deeds, leases, and closing statements.
15. A legal description of the property was obtained by the appraiser and it is assumed that the physical characteristics of the property, with regard to metes and bounds, road frontages, are essentially as described in this legal description.

## APPRAISER'S QUALIFICATIONS

|                         |   |
|-------------------------|---|
| NAME                    | Michael H. Biggers  |
| ADDRESS                 | 275 N Mill Pkwy<br>South Fulton. GA   |
| PHONE/E-MAIL            | 770-954-0011/FAX 770-898-0295<br>mhbiggers@bellsouth.net  |
| EDUCATION               | BA - The University of Georgia<br>Various Appraisal Classes and Seminars  |
| LICENSES/AFFILIATIONS   | Certified General Real Estate Appraiser<br>#00732, State of Georgia<br><br>Member, Atlanta Board of Realtors  |
| PROFESSIONAL EXPERIENCE | 1988-Present: M. H. Biggers Appraisals<br>Independent Fee Appraisals.<br><br>1986-1988: First Federal of Warner Robins<br>Staff Appraiser<br><br>1984-1986 Biggers Auction Co.<br>Staff Appraiser   |
| APPRAISAL CLIENTS       | Government: FSA, Rural Development,<br>GA DOT, County Governments<br>USDA<br><br>Bank/Lending: SunTrust, BankOzK, Wells<br>Fargo, Various Community<br>Banks<br><br>Private: Various residential, commercial, and<br>agricultural appraisals for sales,<br>purchases, & estates |

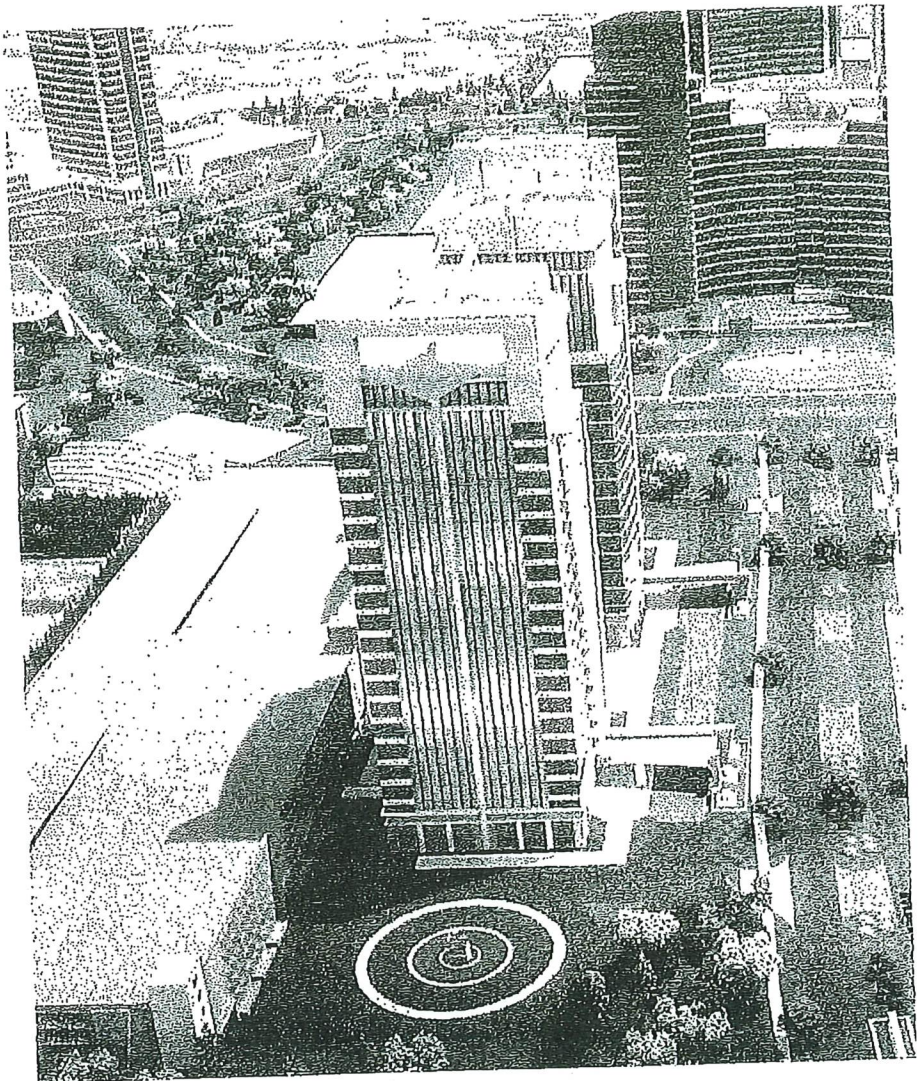




# Town Center At Mansa Park

COMING SOON!

3 Million Vertical Square Feet  
of Metro Atlanta's Premier  
Live-Work-Play Experience



## FORWARD TO THE FUTURE

Focused on building a  
Green, Net-Zero, Smart-  
Tech City Center.

### HOTELS

Each building will host 50,000 sq. ft.  
of convention center space.

### RETAIL TOWER

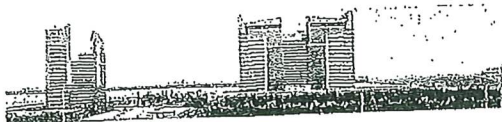
Totals 600,000 sq. ft. of space in 20  
stories.

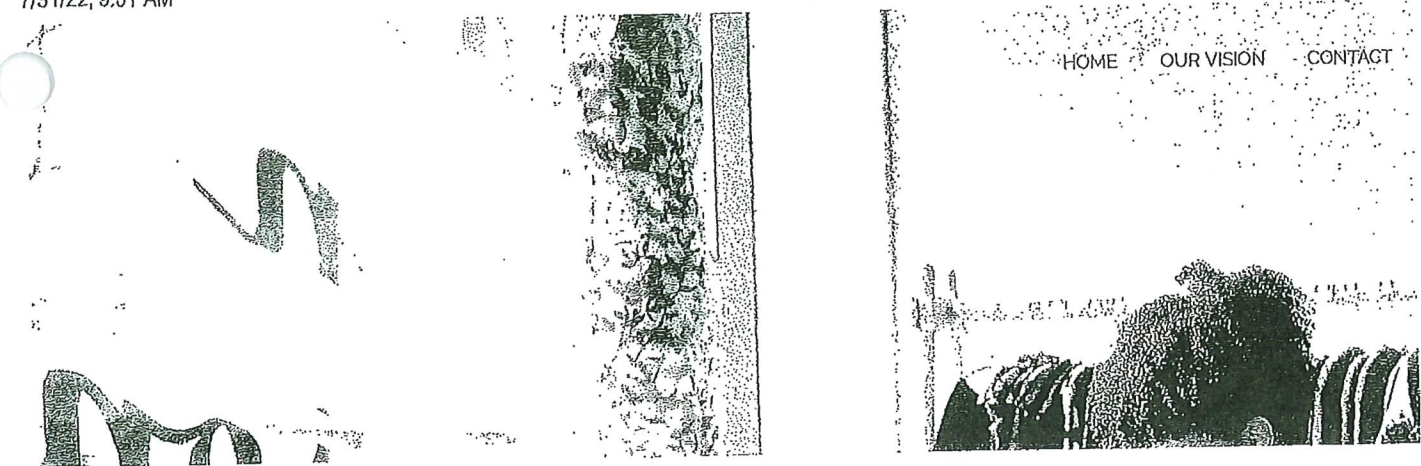
### OFFICE BUILDINGS

600,000 sq. ft of Class A space.

### CONDO COMPLEX & TOWER

With dedicated retail space targeted  
for resident needs.





HOME OUR VISION CONTACT

## CONTACT US

For any general inquiries, please fill in the following contact form:

First Name \*

Message \*

Last Name \*

Email \*

Subject \*

Submit

BACK TO TOP



3/15/22, 11:21 AM

Gmail - BBI Development, LLC Operating Agreement & Acquisition of Old National Park

Exhibit - F

LaRay Benton <laraybenton@gmail.com>

## BBI Development, LLC Operating Agreement & Acquisition of Old National Park

1 message

LaRay Benton <laraybenton@gmail.com>

Fri, Mar 18, 2022 at 3:45 PM

To: Kevin Cates <khaomusic@gmail.com>, Monty Garside <esq\_management@yahoo.com>, Jacinda Walker <jacinda@regallegalllc.com>, Regal Legal <closings@regallegalllc.com>, Jeffrey Butler - Old National Park Development Site - ATL <jeffsrbbi@yahoo.com>, info@regallegalllc.com

Good Afternoon,

To be straightforward and to the point I aware that WE closed on the Old National Site and that Jefferey L. L. Butler, Sr.; Jefferey L. L. Butler, Jr.; Leonard Monty Garside, II; and Tialer Maxwell have and/or are working to compete, circumvent, and/or otherwise unlawfully exclude LaRay J. Benton, Kevin Cates, and/or the Passamaquoddy Tribe from participating in this real estate transaction going forward.

Additionally, to date, Leonard Monty Garside, Esq.; Jacinda Walker, Esq., and Regal Legal, LLC., in their professional and corporate capacities, are also aiding and abetting in the known reckless, egregious, catamount and irreparable violation of any and all said contracts, Georgia law, and the Georgia Rules of Professional Conduct.

As such, in order to amicably settle the instant Breach of Contract as attached, I humbly request a virtual meeting of all Members of BBI Development, LLC by Close of Business (COB) on next Wednesday, March 23, 2022, with hopes to amicably settle this Issue prior to litigation.

Please call me at 864-357-4545 with any questions, comments, and/or concerns...


Sincerely,

LaRay J. Benton, CEO  
LJB Enterprises, LLC.

"What shall we then say to these things? If God be for us, who can be against us?"

- ROMANS 8:31.

2 attachments

 OLD NATIONAL PARK - UNCASHED 100K BAD CHECK FROM JEFF BUTLER.pdf  
502K

 FULLY EXECUTED BBI DEVELOPMENT, LLC OPERATING AGREEMENT.pdf  
5699K

August 1, 2022

**FROM:**

LARAY J. BENTON  
1900 Saint Georges Way  
Mitchellville, MD 20721

**TO:**

VINCENT HYMAN, CITY ATTORNEY  
CITY OF SOUTH FULTON, GEORGIA  
5440 Fulton Industrial Blvd.  
South Fulton, GA 30336

DR. MARK BAKER, CHAIRMAN  
DEVELOPMENT AUTHORITY  
CITY OF SOUTH FULTON, GEORGIA  
5440 Fulton Industrial Blvd.  
South Fulton, GA 30336

MARISSA JACKSON, PLANNER  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
AND REGULATORY AFFAIRS  
CITY OF SOUTH FULTON, GEORGIA  
5440 Fulton Industrial Blvd.  
South Fulton, GA 30336

YASMINE S. MURRAY, ESQ., GENERAL COUNCIL  
H.J. RUSSELL & CO.  
171 17th Street, NW  
Suite 1600  
Atlanta, GA 30363

C.J. MOODY  
CD MOODY CONSTRUCTION COMPANY  
6017 Redan Road  
Lithonia, Georgia 30058

ATIF ZAHOOR  
WELLS FARGO BANK  
1532 W. EL CAMINO BLVD.  
SACRAMENTO, CA 95833

---

ANTE-LITEM NOTICE TO THE CITY OF SOUTH FULTON, GA; PIEPER O'BRIEN HERR  
ARCHITECTS; CD MOODY CONSTRUCTION COMPANY; H.J. RUSSELL & CO.,  
AND WELLS FARGO BANK REGARDING ACQUISITION & DEVELOPMENT OF  
MANSA PARK / OLD NATIONAL PARK BY BBI DEVELOPMENT, LLC

---

NOW COMES Mr. LaRay J. Benton and LJB Enterprises, LLC ("Plaintiffs" and/or "  
Petitioners" and/or "Appellants"), persons and/or entities having specific ownership and/or  
interest in real property located at or about real property purchased by the BBI Development, LLC  
company on his behalf located at or about 2400 Pleasant Hill Rd SW, Atlanta, GA 30349, Parcel IDs #13  
0101LL0424 and #13 0101LL0408. See Exhibits A-E.



This letter is to communicate that on or about March 2022, and continuing to date, Defendants JEFFERY L. BUTLER, BBI DEVELOPMENT, LLC, REGAL LEGAL SERVICES, LLC, LEONARD M. GARSIDE, II, ESQ., JACINDA WALKER, ESQ., JEFFERY L. BUTLER, JR., and TAILER MAXWELL, and all of their companies, businesses, equities, joint ventures, agents, employees, representatives, consultants, and heirs negligently breached multiple terms of their contractual duties, duty of care, and fiduciary duties owed to the Plaintiff, but specifically in regards to him and his companies' contractual owner as a member of BBI Development, LLC (the "Company"), causing Plaintiffs irreparable harm, loss, damages, and defamation, and tortious interference with business.

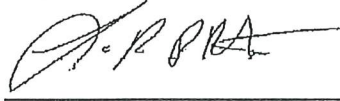
Defendants knowingly, egregiously, and in bad faith, conspired and aided and abetted each other in depriving the Plaintiff of his valuable consideration as a controlling member of the BBI Development, LLC entity, causing Plaintiff irreparable harm, loss, damages, and defamation, and tortious interference with business. See Exhibits A-E.

Plaintiffs currently have ongoing civil lawsuits against all Defendants filed in the State of Maryland pursuant to Case No. CAL22-21577, and more counts are pending. See Writ of Summons attached. As such, not knowing how broad the Defendants' ongoing acts of circumvention, neglect, breach of contracts, breach of duties, and other causes of actions and/or torts have been aided and/or abetted by either the City of South Fulton, Pieper O'Brien Herr Architects, CD Moody Construction Company, H.J. Russell & Co., and Wells Fargo Bank, among others, Plaintiffs hereby gives notice to all as well as all staff, personnel, engineers, representatives, consultants, and/or all appointed persons related thereto, for the claims set forth herein and in the attached exhibits as required by Georgia law, but pursuant to O.C.G.A. 36-33-5 specifically.

Plaintiffs have indicated Mr. LaRay J. Benton, 864-357-4545, [laraybenton@gmail.com](mailto:laraybenton@gmail.com), as the formal spokesman and/or representative to discuss this matter with the City of South Fulton, Pieper O'Brien Herr Architects, CD Moody Construction Company, H.J. Russell & Co., and Wells Fargo Bank, among others. Please immediately reach out to Mr. Benton in order to promptly address these matters in order to avoid any further legal actions.

I DO SOLEMNLY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE  
CONTENTSOFTHE FOREGOING NOTICE ARE TRUE AND CORRECT TO THE BEST OF  
MY KNOWLEDGE.

Respectfully submitted,



Date: 8/01/2022

LARAY J. BENTON  
LJB ENTERPRISES, LLC  
1900 Saint Georges Way  
Mitchellville, MD 20721  
864-357-4545 | laraybenton@gmail.com



Confidential Information:

## Butler Background Information



Recording Date: 09/14/1994  
Document Number: 94-226555  
Document Type: GRANT DEED

**16: Deed Record for SAN DIEGO County**

**Buyer Information**

Name: BUTLER, JEFFREY  
Address: 9805 CASPI GARDENS DR UNIT 4 SANTEE, CA 92071-1888  
County/FIPS: SAN DIEGO

**Seller Information**

Name: KATZMAN RICHARD L  
Address:

**Property Information**

Address: 1685 MELROSE AVE UNIT A CHULA VISTA, CA 91911-5963  
County/FIPS: SAN DIEGO  
Data Source: A

**Legal Information**

Assessor's Parcel Number: 6240606347  
Recording Date: 10/24/1989  
Document Number: 577023  
Document Type: QUIT CLAIM

**Sale Information**

Sale Price: \$10000

**Mortgage Information**

Transaction Type: RESALE

Motor Vehicle Registrations - 0 records found  
Boats - 0 records found  
Aircraft - 0 records found  
Bankruptcy Information - 2 records found  
1: CALIFORNIA NORTHERN - OAKLAND

**Petitioner Information**

Name: BUTLER, JEFFREY LEE LYNN SR

Address: 4501 THOROUGHbred CT ANTIOCH, CA 94531-9316

SSN:

Type: INDIVIDUAL - INDIVIDUAL

**Bankruptcy Information**

Case Number: 2140368  
Court: CALIFORNIA NORTHERN - OAKLAND  
Filing Date: 03/17/2021  
Filing Type: CHAPTER 13  
Meeting Date:  
Meeting Time: 0900

**Status Information**

Status: CLOSED  
Status: DISMISSED  
Status Date: 01/10/2022  
Status Date: 10/28/2021

**Attorney Information**

**Attorney 1**

Name:

LAW OFFICES OF DANIEL S VAUGHAN  
Address: 1485 CIVIC CT STE 1330 CONCORD, CA 94520-5922

**Attorney 2**



Name: VAUGHAN, DANIEL S

Address: 1485 CIVIC CT STE 1330 CONCORD, CA 94520-5922

**2: CALIFORNIA NORTHERN - OAKLAND**

**Petitioner Information**

Name: BUTLER, JEFFREY LEELYNN

Address: 1112 TEAL CT BRENTWOOD, CA 94513-6577

SSN:

Type: INDIVIDUAL - INDIVIDUAL

**Bankruptcy Information**

Case Number: 0743790

Court: CALIFORNIA NORTHERN - OAKLAND

Filing Date: 11/07/2007

Filing Type: CHAPTER 13

Meeting Date:

Meeting Time: 0100

**Status Information**

Status: CLOSED

Status: DISMISSED

Status Date: 01/14/2008

Status Date: 12/19/2007

**Attorney Information**

Name: SE, PRO

**Judgments/Liens - 19 records found**

**1: CA Judgments and Liens Filings**

**Debtor Information**

**Debtor 1**

Name: BUTLER, JEFFREY L SR

SSN: 560-47-XXXX

Address: 4501 THOROUGHbred CT  
ANTIOCH, CA 94531-9316  
CONTRA COSTA COUNTY

**Debtor 2**

Name: BUTLER, HELEN R SR

SSN: 560-45-XXXX

Address: 4501 THOROUGHbred CT  
ANTIOCH, CA 94531-9316  
CONTRA COSTA COUNTY

**Creditor Information**

Name: INTERNAL REVENUE SERVICE

**Filing Information**

Jurisdiction: CA

Amount: \$22,995

Filing Date: 12/2/2021

**Filing 1**

Number: 2021032939700

Type: FEDERAL TAX LIEN

Agency: CONTRA COSTA COUNTY COURT

Agency City: MARTINEZ

Agency State: CA

Agency County: CONTRA COSTA

**2: CA Judgments and Liens Filings**

**Debtor Information**

Name: BUTLER, JEFFREY L SR

SSN:

Address: 4501 THOROUGHbred CT  
ANTIOCH, CA 94531-9316  
CONTRA COSTA COUNTY

**Creditor Information**

Name: STATE OF CALIFORNIA

**Filing Information**

Jurisdiction: CA

Amount: \$28,060

Filing Date: 4/7/2021

**Filing 1**

Number: 2021010517800

Type: STATE TAX LIEN

Agency: CONTRA COSTA COUNTY COURT

Agency City: MARTINEZ

Agency State: CA

Agency County: CONTRA COSTA

**3: CA Judgments and Liens Filings**

**Debtor Information**

Name: BUTLER, JEFFREY L SR

SSN:

Address: 4464 LONE TREE WAY  
ANTIOCH, CA 94531-7413  
CONTRA COSTA COUNTY

**Creditor Information**

Name: INTERNAL REVENUE SERVICE

**Filing Information**

Jurisdiction: CA

Amount: \$123,578

Filing Date: 11/27/2017

**Filing 1**

Number: 2017022237500

Type: FEDERAL TAX LIEN

Agency: CONTRA COSTA COUNTY COURT (RD)

Agency State: CA

Agency County: CONTRA COSTA

**4: CA Judgments and Liens Filings**

**Debtor Information**

Name: BUTLER, JEFFREY L SR

SSN:

Address: 1908 TABLE MOUNTAIN WAY  
ANTIOCH, CA 94531-9144  
CONTRA COSTA COUNTY

**Creditor Information**

Name: INTERNAL REVENUE SERVICE

**Filing Information**

Jurisdiction: CA

Amount: \$68,129

Filing Date: 9/25/2017

**Filing 1**

Number: 2017017470100

Type: FEDERAL TAX LIEN

Agency: CONTRA COSTA COUNTY COURT (RD)

Agency State: CA



Agency County: CONTRA COSTA

5: CA Judgments and Liens Filings

Debtor Information

Name: BUTLER, JEFFREY L

SSN: 560-47-XXXX

Address: 4501 THOROUGHbred CT  
ANTIOCH, CA 94531-9316  
CONTRA COSTA COUNTY

Creditor Information

Name: EMPLOYMENT DEVELOPMENT DEPARTMENT

Address: PO BOX 826880  
SACRAMENTO, CA 94280-0001  
SACRAMENTO COUNTY

Filing Information

Jurisdiction: CA

Original Filing Number: 167559963455

Filing Date: 12/7/2016

6: CA Judgments and Liens Filings

Debtor Information

Name: BUTLER, JEFFREY L

SSN:

Address: 4501 THOROUGHbred CT  
ANTIOCH, CA 94531-9316  
CONTRA COSTA COUNTY

Creditor Information

Name: STATE OF CALIFORNIA

Filing Information

Jurisdiction: CA

Amount: \$74,371

Filing Date: 12/1/2016

Filing 1

Number: 2016026087800

Type: STATE TAX LIEN

Agency: CONTRA COSTA COUNTY COURT (RD)

Agency State: CA

Agency County: CONTRA COSTA

7: CA Judgments and Liens Filings

Debtor Information

Name: BUTLER, JEFFREY

SSN: 560-47-XXXX

Address: 4501 THOROUGHbred CT  
ANTIOCH, CA 94531-9316  
CONTRA COSTA COUNTY

Creditor Information

Name: MIKES AUTO BODY

Filing Information

Jurisdiction: CA

Amount: \$2,169

Filing Date: 10/21/2016

Eviction N

Filing 1

Number: PSPSC160512

Type: SMALL CLAIMS JUDGMENT

Agency: PITTSBURG - CONTRA COSTA MUNICIPAL

Agency State: CA  
Agency County: CONTRA COSTA

8: CA Judgments and Liens Filings

Debtor Information

Debtor 1

Name: BUTLER, JEFFREY LEE LYNN

SSN:

Address: 1908 TABLE MOUNTAIN WAY  
ANTIOCH, CA 94531-9144  
CONTRA COSTA COUNTY

Debtor 2

Name: LYNN BUTLER, JEFFREY LEE

SSN: 560-47-XXXX

Address: 1908 TABLE MOUNTAIN WAY  
ANTIOCH, CA 94531-9144  
CONTRA COSTA COUNTY

Debtor 3

Name: BUTLER, JEFFREY JR

Address: 1908 TABLE MOUNTAIN WAY  
ANTIOCH, CA 94531-9144  
CONTRA COSTA COUNTY

Debtor 4

Name: LYNNBUTLER, JEFFREY LEE

SSN:

Address: 1908 TABLE MOUNTAIN WAY  
ANTIOCH, CA 94531-9144  
CONTRA COSTA COUNTY

Creditor Information

Name: STATE OF CALIFORNIA

Filing Information

Jurisdiction: CA

Amount: \$22,063

Original Filing Number: 2015000082000

Filing Date: 1/5/2015

Release Date: 12/22/2016

Filing 1

Number: 2016027804200

Type: STATE TAX LIEN RELEASE

Agency: CONTRA COSTA COUNTY COURT (RD)

Agency State: CA

Agency County: CONTRA COSTA

Filing 2

Number: 2015000082000

Type: STATE TAX LIEN

Agency: CONTRA COSTA COUNTY COURT (RD)

Agency State: CA

Agency County: CONTRA COSTA

9: CA Judgments and Liens Filings

Debtor Information

Debtor 1

Name: BUTLER, JEFFREY L

SSN: 560-47-XXXX

Address: 2219 BUCHANAN RD STE 5



ANTIOCH, CA 94509-4200  
CONTRA COSTA COUNTY

**Debtor 2**

**Name:** BUTLER, HELEN R

**SSN:** 560-45-XXXX

**Address:** 2219 BUCHANAN RD STE 5  
ANTIOCH, CA 94509-4200  
CONTRA COSTA COUNTY

**Debtor 3**

**Company Name:** BUTLER & BUTLER INVESTMENTS

**Address:** 2219 BUCHANAN RD STE 5  
ANTIOCH, CA 94509-4200  
CONTRA COSTA COUNTY

**Creditor Information**

**Name:** EMPLOYMENT DEVELOPMENT DEPARTMENT

**Address:** PO BOX 826880  
SACRAMENTO, CA 94280-0001  
SACRAMENTO COUNTY

**Filing Information**

**Jurisdiction:** CA

**Original Filing Number:** 127303344239

**Original Filing Type:** STATE TAX LIEN

**Filing Date:** 2/22/2012

**Filing Status:** UNLAPSED

**Filing 1**

**Number:** 1273174303

**Type:** TERMINATION

**Agency State:** CA

**Filing 2**

**Number:** 1273174182

**Type:** TERMINATION

**Agency State:** CA

**10: CA Judgments and Liens Filings**

**Debtor Information**

**Debtor 1**

**Name:** BUTLER, JEFFREY

**SSN:**

**Address:** 2219 BUCHANAN RD STE 5  
ANTIOCH, CA 94509-4200  
CONTRA COSTA COUNTY

**Debtor 2**

**Name:** BUTLER, HELEN

**SSN:**

**Address:** 2219 BUCHANAN RD STE 5  
ANTIOCH, CA 94509-4200  
CONTRA COSTA COUNTY

**Debtor 3**

**Company Name:** BUTLER AND BUTLER INVESTMENTS

**Address:** 2219 BUCHANAN RD STE 5  
ANTIOCH, CA 94509-4200  
CONTRA COSTA COUNTY

**Creditor Information**

**Name:** STATE OF CALIFORNIA

**Filing Information**

**Jurisdiction:** CA

**Amount:** \$55

**Filing Date:** 5/23/2011

**Filing 1**

Number: 2011010272400  
 Type: STATE TAX LIEN  
 Agency: CONTRA COSTA COUNTY COURT (RD)  
 Agency State: CA  
 Agency County: CONTRA COSTA

**11: CA Judgments and Liens Filings**

**Debtor Information**

**Debtor 1**

Name: BUTLER, JEFFREY L

SSN: 560-47-XXXX

Address: 4815 CACHE PEAK DR  
 ANTIOCH, CA 94531-8384  
 CONTRA COSTA COUNTY

**Debtor 2**

Name: BUTLER, HELEN R

SSN: 560-45-XXXX

Address: 4815 CACHE PEAK DR  
 ANTIOCH, CA 94531-8384  
 CONTRA COSTA COUNTY

**Debtor 3**

Company Name: BUTLER AND BUTLER INVESTMENTS

Address: 2219 BUCHANAN RD STE 4  
 ANTIOCH, CA 94509-4200  
 CONTRA COSTA COUNTY

**Creditor Information**

Name: PACIFIC BELL DIRECTORY

**Filing Information**

Jurisdiction: CA

Amount: \$10,240

Filing Date: 5/16/2008

Eviction N

**Filing 1**

Number: MSL0801674

Type: CIVIL JUDGMENT

Agency: CONTRA COSTA SUPERIOR (MARTINEZ) CT

Agency State: CA

Agency County: CONTRA COSTA

**12: CA Judgments and Liens Filings**

**Debtor Information**

**Debtor 1**

Name: BUTLER, JEFF

SSN: 560-47-XXXX

Address: 1100 HASTINGS CT  
 ANTIOCH, CA 94509-6545  
 CONTRA COSTA COUNTY

**Debtor 2**

Name: BUTLER, HELEN

SSN: 560-45-XXXX

Address: 1100 HASTINGS CT  
 ANTIOCH, CA 94509-6545  
 CONTRA COSTA COUNTY

**Creditor Information**

Name: COUNTY OF CONTRA COSTA

**Filing Information**



Jurisdiction: CA  
Amount: \$124  
Filing Date: 6/6/2003

Filing 1

Number: 2003026731800  
Type: COUNTY TAX LIEN  
Agency: CONTRA COSTA COUNTY COURT (RD)  
Agency State: CA  
Agency County: CONTRA COSTA

13: CA Judgments and Liens Filings

Debtor Information

Debtor 1

Name: BUTLER, JEFF

SSN: 560-47-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

Debtor 2

Name: BUTLER, HELEN

SSN: 560-45-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

Creditor Information

Name: COUNTY OF CONTRA COSTA

Filing Information

Jurisdiction: CA  
Amount: \$95  
Filing Date: 6/6/2003

Filing 1

Number: 2003026731900  
Type: COUNTY TAX LIEN  
Agency: CONTRA COSTA COUNTY COURT (RD)  
Agency State: CA  
Agency County: CONTRA COSTA

14: CA Judgments and Liens Filings

Debtor Information

Debtor 1

Name: BUTLER, JEFF

SSN: 560-47-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

Debtor 2

Name: BUTLER, HELEN

SSN: 560-45-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

Creditor Information

Name: COUNTY OF CONTRA COSTA

Filing Information

Jurisdiction: CA  
Amount: \$124  
Original Filing Number: 2003267318

Filing Date: 6/6/2003  
Release Date: 11/24/2003

**Filing 1**

Number: 2003057034700  
Type: COUNTY TAX LIEN RELEASE  
Agency: CONTRA COSTA COUNTY COURT (RD)  
Agency State: CA  
Agency County: CONTRA COSTA

**15: CA Judgments and Liens Filings**

**Debtor Information**

**Debtor 1**

Name: BUTLER, JEFF

SSN: 560-47-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

**Debtor 2**

Name: BUTLER, HELEN

SSN: 560-45-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

**Creditor Information**

Name: COUNTY OF CONTRA COSTA

**Filing Information**

Jurisdiction: CA

Amount: \$95

Original Filing Number: 2003267319

Filing Date: 6/6/2003

Release Date: 11/24/2003

**Filing 1**

Number: 2003057034800  
Type: COUNTY TAX LIEN RELEASE  
Book: 2  
Agency: CONTRA COSTA COUNTY COURT (RD)  
Agency State: CA  
Agency County: CONTRA COSTA

**16: CA Judgments and Liens Filings**

**Debtor Information**

**Debtor 1**

Name: BUTLER, JEFF

SSN: 560-47-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

**Debtor 2**

Name: BUTLER, HELEN

SSN: 560-45-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

**Creditor Information**

Name: IRS

**Filing Information**

Jurisdiction: CA



Amount: \$21,616  
Filing Date: 2/15/2002

**Filing 1**

Number: 2002005426400  
Type: FEDERAL TAX LIEN  
Agency: CONTRA COSTA COUNTY COURT (RD)  
Agency State: CA  
Agency County: CONTRA COSTA

**17: CA Judgments and Liens Filings**

**Debtor Information**

**Debtor 1**

Name: BUTLER, JEFF

SSN: 560-47-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

**Debtor 2**

Name: BUTLER, HELEN

SSN: 560-45-XXXX

Address: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
CONTRA COSTA COUNTY

**Creditor Information**

Name: IRS

**Filing Information**

Jurisdiction: CA  
Amount: \$21,616  
Original Filing Number: 20020054264  
Filing Date: 2/15/2002  
Release Date: 7/28/2003

**Filing 1**

Number: 2003036326200  
Type: FEDERAL TAX LIEN RELEASE  
Agency: CONTRA COSTA COUNTY COURT (RD)  
Agency State: CA  
Agency County: CONTRA COSTA

**18: CA Judgments and Liens Filings**

**Debtor Information**

Name: BUTLER, JEFFREY

SSN: 560-47-XXXX

Address: 9804 CASPI GARDENS DR 4  
SANTEE, CA 92071-1872  
SAN DIEGO COUNTY

**Creditor Information**

Name: STATE OF CALIFORNIA

**Filing Information**

Jurisdiction: CA  
Amount: \$3,209  
Filing Date: 2/8/1993

**Filing 1**

Number: 930081000  
Type: STATE TAX LIEN  
Book: 14177  
Page: 1791  
Agency: SAN DIEGO COUNTY/RECORDER OF DEEDS  
Agency State: CA

Agency County: SAN DIEGO

19: CA Judgments and Liens Filings

Debtor Information

Debtor 1

Name: BUTLER, JEFFREY L

SSN: 560-47-XXXX

Address: 2529 WORDEN ST  
SAN DIEGO, CA 92110-5829  
SAN DIEGO COUNTY

Debtor 2

Name: BUTLER, HELEN R

SSN: 560-45-XXXX

Address: 2529 WORDEN ST  
SAN DIEGO, CA 92110-5829  
SAN DIEGO COUNTY

Creditor Information

Name: IRS

Filing Information

Jurisdiction: CA

Amount: \$7,753

Filing Date: 12/31/1992

Filing 1

Number: 920846220

Type: FEDERAL TAX LIEN

Book: 14091

Page: 1381

Agency: SAN DIEGO COUNTY/RECORDER OF DEEDS

Agency State: CA

Agency County: SAN DIEGO

UCC Liens - 1 records found

1:CA UCC LIEN FILING

Debtor Information

Debtor 1

Name: BUTLER, JEFFREY L

SSN: 560-47-XXXX

Address: 2219 BUCHANAN RD STE 5  
ANTIOCH, CA USA 94509-4200

Debtor 2

Name:

BUTLER & BUTLER INVESTMENTS

Address: 2219 BUCHANAN RD STE 5  
ANTIOCH, CA USA 94509-4200

Debtor 3

Name: BUTLER, HELEN R

SSN: 560-45-XXXX

Address: 2219 BUCHANAN RD STE 5  
ANTIOCH, CA USA 94509-4200

Secured Party Information

Name:

EMPLOYMENT DEVELOPMENT DEPARTMENT

Address: PO BOX 826880  
SACRAMENTO, CA US 94280-0001

Filing Status

Description: ACTIVE

Filing Information

Filing Jurisdiction: CALIFORNIA

Original Filing Number: 127303344239

Original Filing Type: STATE TAX LIEN



Original Filing Date: 2/22/2012

**Filing 1**

Type: TERMINATION  
 Pages: 1  
 Description: ACTIVE  
 Number: 1273174303  
 Date: 6/14/2012  
 Expiration Date: 2/22/2022

**Filing 2**

Type: TERMINATION  
 Pages: 1  
 Description: ACTIVE  
 Number: 1273174182  
 Date: 6/14/2012  
 Expiration Date: 2/22/2022

**Filing 3**

Description: ACTIVE  
 Expiration Date: 2/22/2022

Fictitious Businesses - 1 records found

1: Fictitious Businesses

**Business Information**

Name: BUTLER & BUTLER INVESTMENTS  
 Office Address: 3377 DEER VALLEY RD  
 ANTIOCH, CA 94531-6664  
 Mailing Address: 3377 DEER VALLEY RD  
 ANTIOCH, CA 94531-6664  
 Jurisdiction: CA  
 Phone: None Listed  
 Filing Date: 04/02/1998  
 Business Description: INVESTMENT MANAGEMENT  
 SIC: 628202

**Contact Information**

Name: JEFFREY BUTLER  
 Address: 3377 DEER VALLEY RD  
 ANTIOCH, CA 94531-6664  
 Phone: (925) 706-2100  
 Contact Type: CONTACT

Notice Of Defaults - 10 records found

1: Notice Of Defaults

**Default Information**

Site Address: 4815 CACHE PEAK DR  
 ANTIOCH, CA 94531-8384  
 Site Address 2: 4815 CACHE PEAK DR  
 ANTIOCH, CA 94531-8384  
 Recording Date: 05/14/2021  
 Document Type: NOTICE OF SHERIFF SALE

**Defendants**

**Defendant 1**

SSN: 560-47-XXXX  
 Name: BUTLER, JEFF

**Defendant 2**

SSN: 560-45-XXXX  
 Name: BUTLER, HELEN

2: Notice Of Defaults

**Default Information**

Site Address: 4815 CACHE PEAK DR  
 ANTIOCH, CA 94531-8384  
 Site Address 2: 4815 CACHE PEAK DR  
 ANTIOCH, CA 94531-8384  
 Recording Date: 03/18/2021

Document Type: NOTICE OF SHERIFF SALE

**Defendants**

**Defendant 1**

SSN: 560-47-XXXX

Name: BUTLER, JEFF

**Defendant 2**

SSN: 560-45-XXXX

Name: BUTLER, HELEN

**3: Notice Of Defaults**

**Default Information**

Site Address: 4815 CACHE PEAK DR  
ANTIOCH, CA 94531-8384

Site Address 2: 4815 CACHE PEAK DR  
ANTIOCH, CA 94531-8384

Recording Date: 02/18/2021

Document Type: NOTICE OF SHERIFF SALE

**Defendants**

**Defendant 1**

SSN: 560-47-XXXX

Name: BUTLER, JEFF

**Defendant 2**

SSN: 560-45-XXXX

Name: BUTLER, HELEN

**4: Notice Of Defaults**

**Default Information**

Site Address: 4815 CACHE PEAK DR  
ANTIOCH, CA 94531-8384

Site Address 2: 4815 CACHE PEAK DR  
ANTIOCH, CA 94531-8384

Recording Date: 02/12/2021

Document Type: NOTICE OF SHERIFF SALE

**Defendants**

**Defendant 1**

SSN: 560-47-XXXX

Name: BUTLER, JEFF

**Defendant 2**

SSN: 560-45-XXXX

Name: BUTLER, HELEN

**5: Notice Of Defaults**

**Default Information**

Site Address: 4815 CACHE PEAK DR  
ANTIOCH, CA 94531-8384

Site Address 2: 4815 CACHE PEAK DR  
ANTIOCH, CA 94531-8384

Recording Date: 02/11/2021

Document Type: NOTICE OF TRUSTEES SALE

**Defendants**

**Defendant 1**

SSN: 560-47-XXXX

Name: BUTLER, JEFF

**Defendant 2**

SSN: 560-45-XXXX

Name: BUTLER, HELEN



6: Notice Of Defaults

Default Information

Site Address: 4815 CACHE PEAK DR  
ANTIOCH, CA 94531-8384  
Site Address 2: 4815 CACHE PEAK DR  
ANTIOCH, CA 94531-8384  
Recording Date: 07/29/2020  
Document Type: NOTICE OF DEFAULT

Defendants

Defendant 1

SSN: 560-47-XXXX  
Name: BUTLER, JEFF

Defendant 2

SSN: 560-45-XXXX  
Name: BUTLER, HELEN

7: Notice Of Defaults

Default Information

Site Address: 1112 TEAL CT  
BRENTWOOD, CA 94513-6577  
Site Address 2: 1112 TEAL CT  
BRENTWOOD, CA 94513-6577  
Recording Date: 10/23/2007  
Document Type: NOTICE OF TRUSTEES SALE

Defendants

Defendant 1

SSN: 560-47-XXXX  
Name: BUTLER, JEFFREY

Defendant 2

SSN: 560-45-XXXX  
Name: BUTLER, HELEN

8: Notice Of Defaults

Default Information

Site Address: 1112 TEAL CT  
BRENTWOOD, CA 94513-6577  
Site Address 2: 1112 TEAL CT  
BRENTWOOD, CA 94513-6577  
Recording Date: 07/12/2007  
Document Type: NOTICE OF DEFAULT

Defendants

Defendant 1

SSN: 560-47-XXXX  
Name: BUTLER, JEFFREY

Defendant 2

SSN: 560-45-XXXX  
Name: BUTLER, HELEN

9: Notice Of Defaults

Default Information

Site Address: 4815 CACHE PEAK DR  
ANTIOCH, CA 94531-8384  
Site Address 2: 1100 HASTINGS CT  
ANTIOCH, CA 94509-6545  
Recording Date: 06/08/2006  
Document Type: NOTICE OF DEFAULT

**Defendants****Defendant 1**

**SSN:** 560-47-XXXX  
**Name:** BUTLER, JEFF

**Defendant 2**

**SSN:** 560-45-XXXX  
**Name:** BUTLER, HELEN

**10: Notice Of Defaults****Default Information**

**Site Address:** 4815 CACHE PEAK DR  
 ANTIOCH, CA 94531-8384  
**Recording Date:** 01/11/2006  
**Document Type:** NOTICE OF DEFAULT

**Defendants****Defendant 1**

**SSN:** 560-47-XXXX  
**Name:** BUTLER, JEFF

**Defendant 2**

**SSN:** 560-45-XXXX  
**Name:** BUTLER, HELEN

**Potential Relatives - 9 records found**

1st Degree: 9

| No. | Full Name  | Address/Phone  |
|-----|--|--|
| 1.  | BUTLER, HELEN ROSALIND   | 4501 THOROUGHbred CT<br>ANTIOCH, CA 94531-9316   |
|     | <ul style="list-style-type: none"> <li>• AKA DESOUZA, HELEN ROSALIND</li> <li>• AKA BUTLER, HELE</li> <li>• AKA BUTTLER, HELEN R</li> <li>• AKA DESOUZA, HELEN</li> <li>• AKA BUTLER, HELEN R</li> <li>• AKA DEFOUZA, HELLEN R</li> <li>• AKA BUTLER JEFF, LHELEN R</li> </ul> | 1908 TABLE MOUNTAIN WAY<br>ANTIOCH, CA 94531-9144<br><br>2219 BUCHANAN RD STE 5<br>ANTIOCH, CA 94509-4200<br><br>4464 LONE TREE WAY UNIT 620<br>ANTIOCH, CA 94531-7413<br>778-4231<br><br>4815 CACHE PEAK DR<br>ANTIOCH, CA 94531-8384<br>(916) 617-6862 |
| 2.  | BUTLER, JEFFREY LEELINN  | 136 PELICAN LOOP<br>PITTSBURG, CA 94565-2004   |
|     | <ul style="list-style-type: none"> <li>• AKA BUTLER, JEFF</li> <li>• AKA BUTLER, JEFFREYL</li> <li>• AKA LYNNBUTLER, JEFFREY LEE</li> </ul>  | 2003 VILLA DR APT 306<br>BAY POINT, CA 94565-7946<br><br>1908 TABLE MOUNTAIN WAY<br>ANTIOCH, CA 94531-9144<br><br>4249 NOBEL DR APT 32<br>SAN DIEGO, CA 92122-1118<br><br>4464 LONE TREE WAY APT 620   |