CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1 *Council Member Rob Turner- District 2*

Council Member Jazzmin Cobble – District 3 *Council Member George Turner- District 4*

Council Member Diane Adoma – District 5

CITY COUNCIL MEETING AGENDA

July 3, 2018
9:00 a.m..
3120 Stonecrest Blvd. Suite 190
Stonecrest, Georgia

I. **CALL TO ORDER:** Mayor Jason Lary

II. **ROLL CALL:** Brenda James, Interim City Clerk

III. **INVOCATION:**

IV. **PLEDGE OF ALLEGIANCE:**

V. **ADOPTION OF THE CITY COUNCIL AGENDA:**

VI. **PRESENTATIONS:**

VII. **PUBLIC COMMENTS:**

VIII. **MINUTES:** Approval of Minutes of the City Council Meeting of June 18, 2018

IX. **AGENDA ITEMS:**

1. Ordinance for the Letter of Credit Agreement for Stonecrest Center, LLC Ashley Capital

2. Special Land Use Permit SLUP 18-003

X. **CITY MANAGER COMMENTS:**

XI. **CITY ATTORNEY COMMENTS:**

XII. **MAYOR AND COUNCIL COMMENTS:**

XIII. ADJOURNMENT:

XIV. EXECUTIVE SESSION:

WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION, 3) REAL ESTATE

CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1 *Council Member Rob Turner- District 2*

Council Member Jazzmin Cobble – District 3 *Council Member George Turner- District 4*

Council Member Diane Adoma – District 5

CITY COUNCIL MEETING MINUTES

June 18, 2018
7:00 p.m.
3120 Stonecrest Blvd. Suite 190
Stonecrest, Georgia

I. **CALL TO ORDER:** Mayor Jason Lary

II. **ROLL CALL:** All Present

III. **INVOCATION**: Council Member Rob Turner

IV. **PLEDGE OF ALLEGIANCE:**

V. **ADOPTION OF THE CITY COUNCIL AGENDA:**

Council Member Adoma made a motion to adopt the agenda with Council Member Rob Turner providing the second. **The motion carried unanimously,**

VI. **PRESENTATIONS:**

Proclamation

Whereas, Lambert Chiropractic and Wellness Center, P.C. opened its doors 13 years ago under the leadership of Dr. Secora Lambert with the challenge of educating the community on detrimental lifestyles, proper hydration, physical activity, stress management, sleeping habits, and chiropractic care; and

Whereas Lambert Chiropractic and Wellness Center, P.C. has been recognized as one of the best small businesses in Stonecrest because of its staff's focus on a holistic approach to health, fitness, and wellness; and

Whereas Lambert Chiropractic and Wellness Center, P.C. has been named a winner of The 2018 American Small Business Championship by SCORE, the nation's largest network of volunteer, expert business mentors; and

Whereas Lambert Chiropractic and Wellness Center, P.C. was one of only two winners from Georgia and one of 102 national winners of The 2018 American Small Business Championship by SCORE; and

Whereas Lambert Chiropractic and Wellness Center, P.C. is also eligible to win one of three additional $15,000 grand prizes by being named SCORE's Grand Champion.

Therefore, be it proclaimed that the Mayor and City Council congratulate and support Dr. Secora Lambert and the staff of Lambert Chiropractic and Wellness Center, P.C. and I hereby recognize Monday, June 18, 2018, as

Lambert Chiropractic and Wellness Center, P.C. Day in Stonecrest

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Stonecrest, Georgia to be affixed this 18th day of June 2018

Jason Lary, Mayor

VII. PUBLIC HEARINGS:

1. Industrial Parking Modifications TMOD 18-002

   Nicole Dozer, Director of Planning and Development gave a presentation regarding the Industrial Parking Modification, TMOD 18-002.

   Council Member George Turner made a motion to open the Public Hearing for the Industrial Parking Modifications TMOD 18-002 with Council Member Adoma providing the second. **The motion carried unanimously.**

   Spoke in Favor
   No One

Spoke Against:
Attorney Bernard Knight spoke for the client. He present to Council a Preservation of Constitution Rights by Kelly Land Company and made a Power Point presentation.
Attorney David Kirk, Troutman Sanders
Mayor Lary extended the time for 10 minutes for both sides.
Michelle Battle
Jeanna Mangum
Dave Marcus
Daryl Patterson
Keith Drisker
Dano Kelly

No one did not come forward to speak in favor.

Council Member George Turner made the motion to close the Public Hearing with Council Member Adoma providing the second. **The motion carried unanimously.**

There was much discussion between Mayor and Council and this was the first read only.

2. Special Land Use Permit SLUP 18-003

Nicole Dozier, Planning and Development Director gave a presentation regarding the Special Land Use Permit SLUP 18-003.

Council Member Adoma made a motion to open the Public Hearing for the Special Land Use Permit SLUP 18-003 with Council Member Rob Turner providing the second. **The motion carried unanimously.**

Spoke in Favor:
Faye Coffield

Spoke Against:
No One

Council Member George Turner made the motion to close the Public Hearing for the Special Land Use Permit SLUP 18-003 with Council Member Rob Turner providing the second. **The motion carried unanimously.**

Council Member George Turner made a motion to approve the Special Land Use permit SLUP 18-003 with Council Member Adoma providing the second. **The motion carried unanimously.**

VIII. PUBLIC COMMENTS:

Faye Coffield spoke on Airbnb's.

IX. MINUTES: Approval of Minutes of the Special Called Meeting of May 3, 2018 and City Council Meeting of June 6, 2018

Council Member George Turner made a motion to approve the minutes of May 3, 2018 with Council Member Rob Turner providing the second. Council Member Adoma said she would like me to add the date to the 1:52 time in the minutes. The City Clerk reminded her those minutes were verbatim. **The motion carried unanimously.**

Council Member Adoma made a motion to approve the minutes of June 6, 2018 with Council Member George Turner providing the second. **The motion carried unanimously.**

X. AGENDA ITEMS:

3. Resolution Amending the 2018 Planning and Zoning Calendar

   Council Member Adoma made a motion to approve the Resolution Amending the 2018 Planning and Zoning Calendar with Council Member Cobble providing the second. There was discussion of November 6th being election day and the meeting should be changed to November 7th.

   Council Member Adoma made a substitute motion to approve the Resolution changing the meeting from November 6th to November 7th with Council Rob Turner providing the second. **The motion carried unanimously.**

   Council Cobble made a motion to accept the substitute motion with Council Member Rob Turner providing the motion **The motion carried unanimously.**

4. Ordinance to Amend Section 2.15(A) of Article II to Allow the Passage of an Ordinance related to Zoning and Land Use on the First Read.

   Council Member Rob Turner made a motion to adopt the Ordinance to Amend Section 2.15(A) of Article II to Allow the Passage of an Ordinance related to Zoning and Land Use to pass on the First Read. Council Member George Turner provided the second. **The motion carried unanimously.**

5. Internal Auditor

Mayor Lary made a motion to reappoint Joel Thibodeaux the Internal Auditor for the City of Stonecrest with Council Member Clanton providing the second. **The motion carried unanimously.**

6. Ordinance for the Letter of Credit Agreement for Stonecrest Center, LLC Ashley Capital.

   First Read Only

7. Ordinance Adopting the City of Stonecrest Travel Policy and Procedures

   This was the first reading and the item was sent back to Work Session.

8. An Ordinance Adopting Chapter 14- Land Development

   Council Member George Turner made a motion to approve the Ordinance Adopting Chapter 14 – Land Development with Council Member Adoma providing the second. **The motion carried unanimously.**

9. Intergovernmental Agreement with DeKalb County for Tax Billing and Collections

   Council Member Adoma made a motion to approve the Intergovernnmental Agreement with DeKalb County for Tax Billing and Collection with Council Member George Turner providing the second. **The motion carried unanimously.**

XI. CITY MANAGER COMMENTS:

City Manager, Michael Harris said staff has been working on the Airbnb's and have issued some citations. He also spoke on the completion of the Audit and work being done on the CAFR. He said a contract has been signed with LD Square to work with the Development Authority.

XII. CITY ATTORNEY COMMENTS:

City Attorney Emily M. Preston said there is a need for a brief Executive Session.

XIII. MAYOR AND COUNCIL COMMENTS:

Council Member Cobble said there was a fantastic Comp Plan Meeting and staff did a great job, 169-170 rolling carts were exchanged on Saturday and there will be another one held at the Lou Walker Center.

Council Member Rob Turner announced his quarterly townhall meeting on June 28th at the Lou Walker Center from 6:30pm to 8:00p.m.

Council Member Clanton had no comments.

Council Member George Turner announced Comprehensive Plan Meeting will be held at Big Miller Groove on Saturday and a survey can be taken online.

Council Member Adoma said they recently formed a partnership with DeKalb Realtors Association, taken a full tour of District 5, have a Grant Writing Team, the Farm to Table Concept, Comprehensive Plan Meeting at New Birth on June 28th at 6:00pm, July 17th a Townhall Meeting at the Library, Developers Meeting in July and in October there will be a Fall Kids Health Festival and would like the entire Mayor and Council to attend. July 24th runoff election.

George Turner made a motion to move into Executive Session for litigation with Council Member Adoma providing the second. **The motion carried unanimously.**

XIV. EXECUTIVE SESSION:

Council Member Adoma made a motion to come out of Executive Session and reconvene back into the regular meeting with Council Member Rob Turner providing the second. **The motion carried unanimously.**

XV. ADJOURNMENT:

Council Member Cobble made a motion to adjourn the meeting with Council Member Rob Turner providing the second. **The motion carried at 9:25p.m.**

WHEN AN EXECUTIVE SESSION IS REQUIRED, ONE WILL BE CALLED FOR THE FOLLOWING ISSUES: 1) PERSONNEL, 2) LITIGATION, 3) REAL ESTATE

THE CITY OF
STONECREST
GEORGIA

CITY COUNCIL AGENDA ITEM

SUBJECT: Ordinance to enter into a Financial Agreement with IBERIABANK for Letter of Credit Agreement for Stonecrest Center, LLC Ashley Capital

(X)	ORDINANCE	( )	POLICY	( )	STATUS REPORT
( )	DISCUSSION ONLY	( )	RESOLUTION	()	OTHER

Date Submitted: 06/13//2018 Council Meeting: 07/03/2018

SUBMITTED BY: City Manager

PURPOSE: This is to establish our Irrevocable Letter of Credit in the amount of $300.000.00 available at IBERIBANK. The Letter of Credit is for the lease of City Hall at 3120 Stonecrest Blvd. With Ashley Capital. First reading was on June 18, 2018

HISTORY:

FACTS AND ISSUES:

OPTIONS:

RECOMMENDED ACTION: Approval of the Ordinance

STATE OF GEORGIA
COUNTY OF DEKALB
CITY OF STONECREST ORDINANCE 2018-__________

AN ORDINANCE OF THE CITY OF STONECREST, GEORGIA, TO AUTHORIZE THE CITY OF STONECREST TO ENTER INTO A FINANCIAL ACCOMMODATION AGREEMENT WITH IBERIABANK NOT TO EXCEED $300,000 FOR THE DELIVERY OF A LETTER OF CREDIT TO STONECREST CENTER, LLC PURSUANT TO SECTION 3.C. OF THAT OFFICE LEASE DATED JULY 3, 2017 BY AND BETWEEN STONECREST CENTER, LLC, AS LANDLORD AND THE CITY OF STONECREST, AS TENANT; TO AUTHORIZE THE MAYOR TO EXECUTE AND DELIVER THE DOCUMENTS ON BEHALF OF THE CITY OF STONECREST EVIDENCING THE IBERIABANK FINANCIAL ACCOMMODATION IN SUCH FORM APPROVED BY THE MAYOR AND CITY ATTORNEY

WHEREAS, the City of Stonecrest, Georgia Mayor and City Council are authorized by the City Charter to appropriate and borrow money for the payment of debts of the City; and

WHEREAS, pursuant to Section 2.10(b)(6) of the City Charter, this action of authorizing the borrowing of money requires this Ordinance to have the force of law.

THEREFORE, the Mayor and City Council of the City of Stonecrest, Georgia, hereby ordain as follows:

Section 1: The Mayor and City Council of the City of Stonecrest, Georgia, hereby adopt an ordinance authorizing the City to enter into an agreement for a financial accommodation not to exceed $300,000 with IberiaBank for the delivery of a Letter of Credit to Stonecrest Center, LLC pursuant to Section 3.C. of that Office Lease dated July 3, 2017 by and between Stonecrest Center, LLC, as landlord, and the City of Stonecrest, as tenant, substantially in the form attached to this Ordinance; and to further authorize the Mayor to execute and deliver on behalf of the City such documents evidencing the IberiaBank financial accommodation with such revisions approved by the Mayor and City Attorney, subject to the limitation on the amount of authorized indebtedness. The indebtedness of the City to Iberia Bank for issuing said Letter of Credit shall be subject to the full, faith and credit of the City only.

Section 2:

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are hereby expressly repealed.

5. The within ordinance shall become effective upon its adoption.

SO ORDAINED AND EFFECTIVE this the ____ day of _______, 2018.

Approved:

____
Jason Lary, Sr., Mayor

As to form:

____
City Attorney

Attest:

____
Brenda James, City Clerk

IRREVOCABLE LETTER OF CREDIT NO. 6251

June 13, 2018

BENEFICIARY:	**Stonecrest Center, LLC/Ashley Capital** **Attention: Sarah K Newman** **9810 S Dorchester Avenue** **Chicago, Illinois 60628** **770.761.5852**
APPLICANT:	**The City of Stonecrest, Georgia** **3120 Stonecrest Boulevard** **Lithonia, Georgia 30038**
AMOUNT:	**$300,000.00 USD** **EXPIRATION DATE: June 13, 2019**

Ladies and Gentlemen:

We hereby establish our Irrevocable Letter of Credit No. **6251** in your favor for the account of **The City of Stonecrest, Georgia** in an amount of **$300,000.00, Three Hundred Thousand and 00/100 U.S. dollars** available at IBERIABANK.

Your drafts will be accepted upon compliance of the following terms:

(a) Each draft must bear on its face the clause "Drawn Under Letter of Credit No. **6251** dated **June 13, 2018** of IBERIABANK.
(b) The original of this Irrevocable Letter of Credit must accompany any draft.
(c) Dated statement purportedly signed by an authorized representative of the Beneficiary, certifying that invoice(s) issued to Applicant is/are unpaid.
(d) Dated copy(ies) of unpaid invoices.

This Letter of Credit shall be valid until **June 13, 2019**. It is automatically extended thereafter, without notification, for successive one year periods on the anniversary date of its expiration unless we notify you in writing by certified mail at least **60** days prior to any such expiration date that we elect not to extend it. If this occurs, you may draw hereunder within the validity of the credit solely by presentation of: 1) your draft at sight representing the amount due you is not exceeding the amount of the credit; and 2) your officially signed statement that you are in receipt of non-extension notice and that the amount drawn represents funds that are due to you.

We hereby agree with the Beneficiary, drawers, endorsers and bonafide holders of all drafts under and in accordance with the terms of this Irrevocable Letter of Credit that they shall be honored on presentation in accordance with the terms of this Irrevocable Letter of Credit. Requests for payments must be directed to IBERIABANK, 1120 Jefferson Terrace Boulevard, Attn: Loan Operations Manager, New Iberia, LA 70560 between the hours of 9:00 a.m. and 4:00 p.m. Central Standard Time on or before **June 13, 2019**. This Irrevocable Letter of Credit is not assignable or transferable.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified or amended by reference to any other document whatsoever.

Partial drawings are allowed hereunder.

Except so far as otherwise expressly stated, this credit is subject to the International Standby Practices, 1998, International Chamber of Commerce Publication No. 590.

Sincerely,

RM Name title.

APPLICATION FOR IRREVOCABLE LETTER OF CREDIT

#6251

June 13, 2018

TO: **IBERIABANK**
1120 Jefferson Terrace Boulevard
New Iberia, Louisiana 70560

The undersigned Applicant hereby requests you (as its Agent) to establish an Irrevocable Letter of Credit substantially as set forth below in such language as you may in your discretion deem appropriate, with variations not materially inconsistent with this application, and forward same directly to the Beneficiary.

In Favor of Beneficiary:	**Stonecrest Center, LLC/Ashley Capital** **Attention: Sarah K Newman** **9810 S Dorchester Avenue** **Chicago, Illinois 60628** **770.761.5852**
For Account of:	**The City of Stonecrest, Georgia** **3120 Stonecrest Boulevard** **Lithonia, Georgia 30038**
Up to the Aggregate Amount of:	**$300,000.00**
Expiring at the Close of Business on:	**June 13, 2019**

Drafts will be accepted upon compliance with the following terms:

(a) Each draft must bear on its face the clause "Drawn under Letter of Credit No. 6251 dated **June 13, 2018** of IBERIABANK."
(b) The original of this Irrevocable Letter of Credit.
(c) Dated statement purportedly signed by an authorized representative of **Stonecrest Center, LLC/Ashley Capital** certifying that invoice(s) issued to **The City of Stonecrest, Georgia** is/are unpaid.
(d) Dated copy(ies) of unpaid invoices.

In consideration of the issuance of the above described Letter of Credit, the undersigned Applicant(s), whether one or more, jointly and severally agree(s) to pay IBERIABANK upon demand, each and every amount, together with interest and costs, which IBERIABANK may disburse and/or for which it may become liable under the said Letter of Credit, and will indemnify and hold IBERIABANK harmless from and against any and all loss, costs, damages and expenses which IBERIABANK may incur or sustain by reason of the issuance of said Letter of Credit. The foregoing obligations of Applicant to IBERIABANK shall be secured by Assignment of Deposit Account.

Partial drawings are permitted.

This letter of credit shall be valid until **June 13, 2019**. It is automatically extended thereafter, **WITHOUT NOTIFICATION**, for successive one year periods on the anniversary date of its expiration unless we notify you in writing by certified mail at least 60 days prior to any such expiration date that we elect not to extend it. If this occurs, you may draw hereunder within the validity of the credit solely by presentation of: 1) your draft at sight representing the amount due you and not exceeding the amount of the credit; and 2) your officially signed statement that you are in receipt of our non-extension notice and that the amount drawn represents funds due to you.

Each undersigned Applicant ("Applicant") acknowledges and agrees that acceptance of this Application by IBERIABANK does not constitute a commitment or agreement by IBERIABANK to issue or open the letter of credit described in this Application and that the opening of the letter of credit is subject to approval by IBERIABANK. The Applicant further acknowledges and agrees that, if this Application is approved by IBERIABANK, the final form of the letter of credit issued hereunder may be subject to such revision and changes as are deemed necessary or appropriate by IBERIABANK, and Applicant consents to such revisions and changes.

By signing below, Applicant agrees that this Application, and if approved by IBERIABANK, the issuance of the letter of credit described in this Application, and Applicant's obligation to reimburse IBERIABANK for each and every amount, together with interest and costs, which IBERIABANK may disburse and/or for which it may become liable under the said letter of credit, will be governed by the **terms and conditions set forth in the *Irrevocable Letter of Credit Terms and Conditions* attached hereto (the "Terms and Conditions")**, which are incorporated herein in their entirety by this reference and which shall supersede the terms and conditions of this Application to the extent that the Terms and Conditions are inconsistent herewith. This Application, together with the Terms and Conditions, shall constitute the entire agreement between the parties hereto and shall not be subject to change or modification except by written agreement signed by the parties hereto. Execution and delivery of this Application by the Applicant is a condition precedent to any opening of the letter of credit described herein.

The City of Stonecrest, Georgia

By: ______________________________

Jason Lary, Sr. – Mayor

TERMS AND CONDITIONS FOR

IRREVOCABLE LETTER OF CREDIT

By submitting an application for a letter of credit (an "Application"), the Applicant agrees with IBERIABANK ("Issuer") that in consideration of the issuance of each letter of credit at the request of Applicant (each a "Credit"), these Terms and Conditions will govern each such Credit.

1. **Reimbursement(s).** Applicant agrees to reimburse Issuer for any payment of funds Issuer makes (i) against a presentation that appears to comply with the terms and conditions of the Credit, or (ii) with the Applicant's authorization to pay or waiver of noncompliance. Reimbursement is due the banking day before Issuer's payment or honor is due, except that if the Credit provides for sight payment, the due date for reimbursement is the day on which Issuer pays. If a Credit provides for presentation of drafts in a currency other than U.S. dollars, Applicant shall, at the Issuer's sole option, make payments to Issuer with respect to such drafts either (a) in such other currency at such place as Issuer may direct, or (b) in U.S. dollars at the rate of exchange determined by the Issuer to be the rate in effect in Lafayette, Louisiana at the time of payment of the draft or, if the Issuer determines that there is no such rate of exchange, Applicant shall pay Issuer an amount sufficient, in the sole judgment of Issuer, to meet Issuer's obligations hereunder.

2. **Fees and Interest.** Applicant agrees to pay Issuer:

(a) On demand, Issuer's then customary commissions and fees and all costs and expenses, including reasonable attorneys' fees, paid or incurred by Issuer in connection with the administration or enforcement of these Terms and Conditions or any Credit, and any adviser, confirmer or other nominated person's fees and costs that are chargeable to or paid by Issuer;

(b) Interest on all sums advanced by Issuer until reimbursement by Applicant, at the Applicable Interest Rate. Unless otherwise defined in the relevant Application, the "Applicable Interest Rate" shall mean, as of the date of each advance, the lesser of the maximum lawful interest rate permitted by applicable law or a per annum rate of 12 percent (12%) fixed.

(c) In the event any change in any law or regulation, or in any interpretation by court or administrative or governmental authority charged with the administration thereof shall either: (i) impose, modify or make applicable any reserve, special deposit, or similar requirement against letters of credit issued by the Issuer; or (ii) impose on Issuer any other condition regarding these Terms and Conditions or any Credit, and as a result, increase the cost to Issuer of issuing or maintaining a Credit, then upon demand by the Issuer, Applicant shall immediately pay to Issuer, such additional amounts as shall, in the judgment of the Issuer, be sufficient to compensate Issuer for such increased cost, together with interest on each such amount from the date demanded until payment in full at the rate provided in subsection (b) above.

3. **Promise to Pay.** Applicant promises to pay to Issuer or on its order, in accordance with the time frames set forth herein or otherwise on demand, the principal amount of each payment of funds of any kind or character made by Issuer in respect to a Credit (each an "Advance" and collectively, "Advances") together with interest thereon from the date of the Advance until the date such amount is repaid in full, and any applicable fees, in accordance with the following:

(a) Payments due from Applicant hereunder shall be made without withholding, deduction or set-off and shall be made free and clear of any taxes other than taxes directly imposed on Issuer. If the due date is not a day on which Issuer is open for business, Applicant may effect payment on the next succeeding day on which Issuer is open for business with interest for the additional calendar day(s) elapsed.

(b) To effect any payment due hereunder, Applicant expressly and irrevocably authorizes Issuer to debit any account that Applicant may have with Issuer or any affiliate of Issuer. Without limiting the foregoing, Applicant expressly and irrevocably authorizes Issuer to effect any payment due hereunder by: (i) making an advance on Applicant's behalf under any line of credit or other credit facility extended to Applicant by Issuer, and Applicant expressly and irrevocably authorizes Issuer to advance funds under the line of credit or other credit facility without further notice or demand for the purpose of effecting any payment due hereunder; or (ii) by debiting any deposit account maintained by Applicant with Issuer, and Applicant hereby expressly and irrevocably authorizes Issuer to debit any such account without notice to or demand on Applicant for effecting any payment due hereunder. Applicant acknowledges and agrees that Issuer may effect any payment due hereunder according to the authorizations set forth in this subsection (b) without regard to whether effecting such a payment will cause any credit line or other credit facility to exceed any applicable limits or any deposit account to be overdrawn, and Applicant acknowledges and agrees that it is responsible for any fees or costs associated with such occurrence.

(c) Without limitation to subsection (b) hereof, in the event Applicant has executed a promissory note payable to the order of Issuer in connection with a Credit, Applicant expressly and irrevocably authorizes Issuer, at Issuer's discretion, to effect any payment due hereunder by making advances under such promissory note, and notwithstanding any provision of these Terms and Conditions to the contrary, such advances shall be repayable and bear interest in accordance with the terms of such promissory note.

(d) Rescission of any payment made to Issuer shall revive the obligation paid.

(e) Issuer's records as to the dates and amounts of payments due and made are presumed correct and complete.

4. **Conditions Precedent.** Issuer's obligation to issue Credits hereunder is subject to the full satisfaction of each and all of the following conditions:

(a) Applicant shall have submitted to Issuer an original Application containing the general terms and conditions of the requested letter of credit and executed by an authorized officer of Applicant, together with such other documents, instruments and agreements required by Issuer. Applicant acknowledges and agrees that the execution and delivery by

Applicant and the acceptance by Issuer of an Application shall not be construed as a commitment or obligation by Issuer to issue a Credit.

(b) Issuer shall have reviewed and approved the form and content, along with any special requirements by beneficiary, of the Credit, and Issuer, in its sole discretion and in accordance with the internal standards and procedures established by Issuer from time to time, shall have approved such Application.

(c) Applicant shall have paid to Issuer any applicable Letter of Credit fee(s) established by Issuer from time to time. Applicant acknowledges and agrees that any Letter of Credit fees received by Issuer shall be deemed fully earned by Issuer and Applicant shall not be entitled to a refund of all or any portion of such fees should Issuer's obligations under the related Credit terminate for any reason.

(d) All representations and warranties of Applicant shall be true and correct, and no Event of Default (as hereinafter defined) shall have occurred and remain uncured, and no event shall have occurred which with the giving of notice or the passage of time would constitute an Event of Default.

5. **Representations and Warranties**. In order to induce Issuer to issue each Credit, Applicant represents and warrants to Issuer that:

(a) Each financial statement of Applicant furnished to Issuer was correct and complete and truly presented the financial condition of Applicant as of the date thereof and, since the date of the last such financial statement, there has been no material adverse change in the financial condition of Applicant;

(b) Each statement and fact provided by Applicant in each and every Application is correct and complete;

(c) Applicant has the power and is duly authorized to agree to these Terms and Conditions and is and will be duly authorized to submit each Application for a Credit and each collateral document referred to herein or in any application for a Credit;

(d) These Terms and Conditions, each Application for a Credit and each document creating or granting a security interest in Collateral (as hereinafter defined), when submitted, will constitute the valid and binding obligations of Applicant, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency or similar laws of general application affecting the enforcement of creditors' rights generally;

(e) There is no litigation or administrative proceeding pending or threatened against Applicant which might, if adversely determined, materially affect Applicant's ability to perform its obligations under these Terms and Conditions;

(f) No default exists, nor has any event, act or omission occurred which, with the giving of notice or the passage of time, would constitute a default under any instrument or agreement evidencing or securing any indebtedness or liability of Applicant to any person or entity;

(g) Applicant has good and marketable title to all of the Collateral (as hereinafter defined), subject to no lien, security interest, mortgage, encumbrance or charge of any kind except as provided herein; and

(h) No transactions underlying a Credit and no Credit itself are prohibited under or will violate the Foreign Assets Control Regulations of the United States Treasury Department, the U.S. Bank Secrecy Act as amended by the U.S. PATRIOT Act and its implementing regulations, or other applicable law, rule or regulation.

6. **Covenants**. Applicant agrees that so long as drawing is available under any Credit, and until Issuer has been reimbursed for all Advances under any Credit and all interest, fees, and other Obligations (as defined hereafter) are completely and fully satisfied, Applicant will:

(a) Timely comply with its duties and responsibilities hereunder and under all security agreements, mortgages or assignments securing the Obligations (as defined hereafter);

(b) Furnish to Issuer such financial information regarding Applicant as Issuer may from time to time reasonably request and shall permit representatives of Issuer to visit and inspect the properties and books and records of Applicant at any reasonable time and as often as may reasonably be desired;

(c) Pay all lawful taxes, assessments and governmental charges upon it or against its properties prior to the date of which penalties attach, unless and to the extent only that the same shall be contested in good faith and by appropriate proceedings;

(d) Not sell, lease, transfer or otherwise dispose of all or a substantial part of its assets (other than sales made in the ordinary course of business);

(e) If Applicant is a corporation or limited liability company, Applicant shall maintain such existence and not merge or consolidate with or into any other entity, unless Applicant is the surviving corporation or limited liability company, as applicable; and

(f) If Applicant is a partnership, Applicant shall not liquidate, terminate or dissolve.

7. **Responsibility of Issuer**.

(a) Delivery to Issuer or any adviser or confirmer of any documents purporting to comply with the requirements of a Credit shall be sufficient evidence of the validity, genuineness and sufficiency thereof and of the good faith and proper performance of drawers and users of the Credit, their agents and assignees, and Issuer and any adviser or confirmer may rely thereon without liability or responsibility with respect thereto, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged.

(b) Issuer is expressly authorized and directed to honor any request for payment made under and in compliance with the terms of a Credit without regard to, and without any duty on the Issuer's part to inquire into, the existence of any disputes or controversies between Applicant, any beneficiary of any Credit or any other person, firm or corporation or the rights, duties or liabilities of any of them.

(c) Issuer is expressly authorized and directed to honor any electronic presentation it receives that conforms to the requirements of the Credit and to treat as valid, genuine and sufficient any properly authenticated electronic record or electronic signature.

(d) Any action taken or omitted by Issuer or any adviser or confirmer in connection with any Credit, any instructions of Applicant or any drafts, documents or merchandise relative thereto shall, if in good faith, be conclusively deemed authorized by Applicant, whether expressly so or not.

(e) If any Credit shall have been requested by Applicant for the accommodation of a third party, any instruction, consent, approval and other action or inaction of such third party with respect to the Credit or transactions thereunder shall be deemed to be the act or omission of Applicant for all purposes hereof, and Issuer shall be entitled to rely thereon.

(f) Issuer and any adviser or confirmer are authorized to accept and receive as documents of insurance under a Credit or instructions of Applicant either insurance policies or certificates of insurance.

8. **Limitation of Liability.**

(a) Without limitation, Issuer shall not be liable to Applicant or any third party for: (i) the use made of any Credit or for any act or omission of any beneficiary thereof; (ii) any delay in giving or failing to give any notice; (iii) any error, neglect or default of any of advisor or confirmer; (iv) the validity, sufficiency or genuineness of any document assigning or purporting to assign a Credit or any benefits thereunder or any act in reliance thereon; (v) the existence of any claim, setoff, defense or other rights which Applicant may have at any time against the Issuer, beneficiary or any other person, whether in connection with a Credit, these Terms and Conditions or any other document or agreement between beneficiary and Applicant executed in connection with a Credit; (vi) any demand, statement or any other document presented under the Credit proving to be forged, fraudulent, invalid, or insufficient in any respect or any statement therein proving to be untrue or inaccurate in any respect whatsoever; (vii) any claim by Applicant or a third party that the presentation by a beneficiary is deficient; (viii) the solvency of any party issuing any documents that may be presented in connection with a draw under a Credit; (ix) the failure of any draft presented under a Credit to bear any reference or adequate reference to the related Credit, or the failure to note the amount of any draft on the reverse side of a Credit; (x) errors in the interpretation of any of the terms of a Credit; (xi) errors, delays, misdeliveries or losses in the transmission of notices and communications by means of S.W.I.F.T., electronic mail, telex, twx, telecopy, telefax or computer generated telecommunications or other documents or items forwarded in connection with a Credit or any relevant draft; or (xii) any loss, damage, cost or expense suffered or incurred due to occurrences or events beyond Issuer's reasonable control.

(b) Without limitation, Issuer shall not be liable to Applicant or any third party for any action or inaction required or permitted under: (i) the Uniform Commercial Code ("UCC") in effect where and when the credit is issued or the International Standby Practices 98 ("ISP"), or, if the ISP is not applicable to a Credit, the Uniform Customs and Practice for Documentary Credits ("UCP") in effect when the Credit is issued; (ii) the law or published practice rules to which the Credit is subject; (iii) an applicable standard practice of banks that regularly issue letters of credit; (iv) an applicable order, ruling or regulation of any court, arbitrator, or government agency; (v) a published statement or interpretation on a matter of applicable standard bank practice; or (vi) an opinion received from Issuer's legal counsel on a matter of law or from an expert engaged by Issuer on a matter of practice.

(c) Applicant hereby knowingly and voluntarily waives any defense to enforcement of Applicant's obligations hereunder that may arise or be created by reason of any of the occurrences or events described in subsections (a) and (b) of this Section 8, and Applicant agrees to pay all monies due hereunder notwithstanding any such occurrence or event.

9. **Issuer Discretion.** Issuer may assume that any beneficiary or other presenter acts in good faith and that any presentation or other demand is nonfraudulent. Issuer need not check the authenticity or authority of any purported beneficiary signature, even if in other transactions the beneficiary is a customer or its signature is otherwise known to Issuer.

10. **Letter of Credit Text.** Applicant is responsible for preparing or approving the text of the Credit as issued and as received by the beneficiary. Issuer's recommendation or drafting of text or use or non-use or refusal to use text submitted by Applicant shall not affect Applicant's ultimate responsibility for the final text and its receipt by the beneficiary. Applicant is responsible for making certain that the Credit is consistent with the underlying obligation, suitable for Applicant's purposes, and received by the beneficiary in time to permit the beneficiary and Applicant to review it and to request any desired amendments. Applicant accepts all risks that the text of the Credit will be interpreted other than as Applicant intended.

11. **Applicant Notification of Objections/Ratification.** Applicant agrees to notify Issuer of any objection Applicant may have to Issuer's issuance or amendment of the Credit, Issuer's acceptance or rejection of a presentation under the Credit, or any other action or inaction taken or proposed to be taken by Issuer under or in connection with these Terms and Conditions or the Credit. Applicant must give Issuer notice of objection by expeditious means within three banking days after Applicant receives notice of the action or inaction Issuer has taken or proposed to take. Applicant's failure to give timely and specific notice of objection shall waive Applicant's objection, authorize Issuer's action or inaction, and absolutely preclude Applicant from raising the objection as a defense or claim against Issuer.

12. **Collateral Security.** As security for the prompt and unconditional payment of all obligations and liabilities of Applicant to Issuer and all of Issuer's claims against Applicant, whether arising or incurred under these Terms and

Conditions or otherwise, whether now existing or hereafter incurred, and whether now or hereafter owing to or acquired in any manner by Issuer ("Obligations"). Applicant hereby grants to issuer a first-priority security interest in Applicant's present and future rights in all of the following property (all of which, together with additions, accessions or substitutions, is hereafter collectively called the "Collateral"):

(a) Applicant's property in Issuer's actual or constructive possession or in transit to Issuer or any adviser or confirmer from or for Applicant, whether for collection or otherwise;

(b) Deposits (general and special) and credits of Applicant with Issuer, and any claims by Applicant against Issuer at any time existing;

(c) Additional property in which Applicant has conveyed a security interest to Issuer or which Applicant agrees to convey upon demand of Issuer; and

(d) Proceeds of any of the foregoing until such time as all the Obligations have been fully discharged.

Applicant agrees to sign and/or deliver to Issuer, upon Issuer's request, such security agreements, mortgages, deeds of trust, assignments, documents, instruments or financing statements as Issuer may require to perfect, register or record a security interest in any item of Collateral or to foreclose upon any such item and to reimburse Issuer for all costs relating thereto.

13. **Events of Default and Remedies.**

(a) Each of the following is an Event of Default under these Terms and Conditions: (i) nonpayment when due of any of the Obligations; (ii) Applicant's failure to comply with or perform any provision of these Terms and Conditions or any security document referred to in Section 12; (iii) Applicant's repudiation of these Terms and Conditions; (iv) Applicant's death, incompetence, dissolution, insolvency, bankruptcy, or other similar condition or proceeding; (v) Any representation made by Applicant, whether in these Terms and Conditions or otherwise, to induce Issuer to issue any Credit, is untrue or incorrect in any material respect.

(b) Upon the occurrence of any Event of Default, all of the Obligations shall, at the Issuer's option and without notice or demand, mature and become immediately due and payable, and Issuer may pursue any remedy available at law or in equity to secure, collect, enforce, or satisfy the Obligations.

(c) To the fullest extent permitted by law, Issuer may set off and apply all deposits (general or special, time or demand, provisional or final) and other credits as to which Issuer is a debtor and Applicant is creditor against all of the Obligations, without notice and without regard to the contingent, absolute, or matured status of such Credits or of the Obligations.

(d) To the extent that Issuer honors a presentation which remains unpaid by Applicant, Issuer may assert its rights of subrogation under applicable law, whether the honor satisfies all or only part of the underlying obligation. Applicant must, on reasonable notice, cooperate with Issuer in its assertion of Applicant's rights against the beneficiary, the beneficiary's rights against Applicant, and any other rights that Issuer may have by subrogation or assignment.

(e) As to the Collateral, Issuer may exercise all remedies available under the Credit, security documents referred to in Section 12, or other applicable law. Issuer may retain possession of the Collateral, or take possession, in which case Applicant must make the Collateral available to the Issuer at any reasonably convenient time and place which Issuer designates. With regard to Collateral governed by UCC Article 9 or equivalent secured transactions law, any sale or other disposition or realization by Issuer shall be deemed commercially reasonable, valid, and final if made or conducted after five (5) days prior written notification and in accordance with the usual practices of commercial bankers liquidating similar collateral at the place the Credit was issued or at the place where the Collateral is located. Applicant shall remain liable to Issuer for any deficiency of the net proceeds in meeting the Obligations. Applicant further agrees to reimburse Issuer for all expenses (including attorney fees) incurred by Issuer in selling or otherwise realizing upon or attempting to sell or realize upon any item of Collateral.

14. **Power of Attorney.** Applicant irrevocably appoints Issuer its attorney in fact to execute, in the name of Applicant, assignments, endorsements or other instruments or documents of any kind or description coming into the possession of Issuer under a Credit or Instructions of Applicant, to execute, file, register or record any document or instrument and to do such other acts as Applicant may be required to do hereunder, upon failure of Applicant to so act.

15. **Indemnity.** Applicant agrees to indemnify Issuer, its directors, officers, employees, attorneys, and agents against claims and liabilities (and related costs, including reasonable attorney's fees, expert witness fees, and other dispute resolution expenses) that arise out of or in connection with these Terms and Conditions or the Credit.

16. **Arbitration.** Issuer and Applicant agree that upon demand of either party, whether made before or after the institution of any legal proceeding, but prior to the rendering of any judgment in that proceeding, all disputes, claims and controversies between them, arising out of or related to these Terms and Conditions or the Credit, (including without limitation contract disputes and tort claims) shall be arbitrated pursuant to the Commercial Rules of the American Arbitration Association. Any arbitration proceeding held pursuant to this arbitration provision shall be conducted in New Orleans, Louisiana, or at any other place selected by mutual agreement of the parties. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. This arbitration provision shall not limit the right of any party during the dispute, claim or controversy to seek, sue, and employ ancillary, provisional or preliminary rights and/or remedies, judicial or otherwise, for the purposes of realizing upon, preserving, protecting, or foreclosing upon the Collateral. Any disputes, claims, or exercise of any right or remedy concerning any Collateral, including any claim to rescind, reform, or otherwise modify any agreement relating to the Collateral, shall also be arbitrated, provided, however, that no arbitrator shall have the power to enjoin or restrain any act of any party.

17. **Waiver of Jury.** TO THE EXTENT THE PREVIOUS SECTION DOES NOT RESTRICT A PARTY'S ABILITY TO EMPLOY JUDICIAL REMEDIES, ISSUER, APPLICANT, CORRESPONDENT AND EACH GUARANTOR

VOLUNTARILY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO A CREDIT, THIS APPLICATION AND/OR ANY DOCUMENT EVIDENCING AND/OR SECURING A CREDIT OR THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO ISSUER'S AGREEMENT TO APPROVE THE ACCOMPANYING APPLICATION, AGREE TO THESE TERMS AND CONDITIONS AND ISSUE CREDITS HEREUNDER.

18. Limitation of Interest and Other Charges. Applicant and Issuer intend to conform strictly to the applicable usury laws now or hereafter in force with respect to these Terms and Conditions. To such end: (i) the aggregate of all interest and other charges constituting interest under such applicable usury laws and contracted for, chargeable or receivable under these Terms and Conditions shall never exceed the maximum amount of interest, nor produce a rate in excess of the maximum contract rate of interest that Issuer is authorized to charge Applicant under applicable usury laws; (ii) if any excess interest is provided for, it shall be deemed a mistake, and the excess shall, at the option of Issuer, either be refunded to Applicant or credited on the unpaid principal balance of Issuer's reimbursement obligation, and these Terms and Conditions shall be automatically reformed to permit only the collection of the maximum legal amount of interest; and (iii) in determining the maximum amount of interest that Issuer may charge to Applicant, all interest shall be amortized, prorated, allocated and spread over the entire term of Applicant's reimbursement obligation (as extended, if applicable) to the full extent permitted by applicable usury laws. Reference herein to usury laws shall include any applicable federal or state usury statutes or laws from time to time in effect.

19. Guarantors. If the Application and/or these Terms and Conditions are signed by any guarantors ("Guarantors") below, each Guarantor agrees as follows:

(a) Each Guarantor, jointly and severally, guarantees payments of all of Applicant's Obligations hereunder in accordance with the terms and conditions hereof.

(b) Each Guarantor agrees that such Guarantor's guarantee of the Applicant's Obligations hereunder is absolute, unconditional and continuing, and no notice of the issuance of any Credit need be given to such Guarantor. Such obligations shall be unconditional irrespective of the genuineness, validity, or enforceability of the Obligations of Applicant under these Terms and Conditions or, to the fullest extent permitted by applicable law, any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or guarantor.

(c) Each Guarantor waives any rights such Guarantor may have under, or any requirement imposed by any statute or regulation that would otherwise require Issuer to proceed first against Applicant or Applicant's assets. Should Issuer seek to enforce the obligations of any Guarantor hereunder, each Guarantor hereby waives any requirement that Issuer first enforce any rights and remedies against Applicant, against any other Guarantor or against any Collateral which may have been given to secure the Applicant's Obligations hereunder.

(d) Each Guarantor's obligations hereunder shall continue to be effective or be reinstated if at any time any payment or deposit by or for the account of Applicant is rescinded or must otherwise be returned by Issuer, including, without limitation, upon the insolvency, bankruptcy or reorganization of Applicant, as if such payment or deposit had not been made.

(e) Each Guarantor authorizes Issuer and any Correspondent, or either of them, without notice to such Guarantor and without affecting such Guarantor's liability hereunder, to rearrange, extend, amend, waive defaults in, compromise or release the Obligations of Applicant, any other Guarantor or any other person (other than such Guarantor), including extensions, amendments, increases or reductions in any Credit; provided, however, without the written consent of such Guarantor, no action referred to above shall have the effect of increasing the amount of Guarantor's obligations hereunder.

20. General Provisions.

(a) Notice of Acceptance. Applicant hereby waives any notice of acceptance by Issuer of this Agreement.

(b) Notice, Presentation, Demand and Protest. Applicant hereby waives any right to notice, presentation, demand of payment or protest.

(c) Document Delivery. Any documents required under this Agreement may be transmitted by digital, electronic or other telecommunications.

(d) Time of the Essence. Time is hereby declared to be of the essence of the Agreement and of every part hereof.

(e) Transferable Credit. If a Credit is transferable, Applicant acknowledges that Issuer may take such actions as Issuer deems necessary or desirable to assure itself that neither the Credit nor any portion thereof is transferred in violation of applicable laws, rules or regulations and, in connection therewith (but not by way of limitation), Applicant authorizes Issuer to include as a condition of the Credit a requirement that the identity of any proposed transferee (whether of all or any portion of the Credit) be disclosed to Issuer, and that Issuer's consent to such transfer to such transferee be obtained before the Credit or any portion thereof is transferred. Issuer's consent to any such transfer shall not, however, constitute a representation or warranty by Issuer to Applicant or any other person that such transfer is, in fact, legally permissible.

(f) Notices. Except as otherwise provided herein, any notice or other communication required or permitted to be given in writing under these Terms and Conditions shall be personally served by messenger, or sent by a certified mail, return receipt requested, to the last address of the receiving party furnished by such party, and shall be deemed given on the date actually received if served by messenger, or on the next business day after deposit with an overnight delivery service, or on the date of receipt as shown on the return receipt if sent by certified mail. Applicant or Issuer may change its address for giving notices or demands hereunder by written notice of such change to the other party in accordance with the provisions hereof.

(g) Entire Agreement; Amendment. These Terms and Conditions together with any Application(s) and any agreements, instruments or documents referred to herein constitute the entire agreement between Issuer and Applicant regarding the subject matter hereof, and all prior and/or contemporaneous communications, verbal or written, between Issuer and Applicant regarding the subject matter hereof shall be of no further effect or evidentiary value. No course of prior dealing between the parties hereto, no usage of trade, and no parole or extrinsic evidence shall be used to supplement or modify any term or condition of these Terms and Conditions. These Terms and Conditions can be amended only by a written agreement executed by duly authorized representative of Issuer and Applicant.

(h) Severability. The invalidity or unenforceability of any provision or portion of these Terms and Conditions or any instrument, document, or agreement executed or made pursuant to or by virtue of these Terms and Conditions, shall not affect the validity or enforceability of any other provision and each provision of these Terms and Conditions shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(i) Headings. All section headings and section numbers have been set forth herein for convenience of reference only, and shall not limit or affect the meaning or interpretation of any section hereof.

(j) Applicant. If these Terms and Conditions are executed by more than one party, "Applicant" shall be deemed to refer to all of the Applicants, and all Obligations of Applicant hereunder shall be joint and several and the liabilities of each shall be absolute and unconditional, regardless of the liability of any other party hereto.

(k) Extensions, Modifications or Amendments to Credits. Applicant agrees that in the event of any extension of the maturity or time for presentation of drafts, acceptances or documents, or any other modification of the terms of a Credit, or in the event of any increase in the amount of a Credit, these Terms and Conditions shall be binding upon Applicant with regard to the Credit so increased or otherwise modified, to drafts, documents and property covered thereby, and to any action taken by Issuer or any adviser or confirmer in accordance with such extension, increase or other modification.

(l) No Waiver. Issuer shall not be deemed to have waived any of its rights hereunder unless Issuer shall have signed a writing evidencing such waiver.

(m) Governing Law. THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF LOUISIANA. Notwithstanding the foregoing to the contrary, the provisions, definitions, interpretations, and practices of the ISP or UCP, as applicable, are incorporated by reference into these Terms and Conditions. To the extent permitted by applicable law, these Terms and Conditions shall prevail in case of conflict with the ISP, UCP or the UCC, as applicable, and the UCP shall prevail in case of conflict between the ISP or UCP and the UCC.

21. **Duration and Effect of Agreement.** These Terms and Conditions shall remain in full force and effect and shall apply with respect to every Credit issued by Issuer at the request of Applicant prior to receipt by either party of notice of termination from the other party. Such notice of termination may be served by either party and shall be effective upon actual receipt except that the provisions of these Terms and Conditions shall continue to apply with respect to any Credit outstanding on the date of such notice of termination. These Terms and Conditions shall be binding upon Applicant, its personal representatives, successors and assigns and shall inure to the benefit of Issuer, its successors and assigns. Issuer may grant participations in these Terms and Conditions and any Credit issued by it to one or more financial institutions.

Applicant:

The City of Stonecrest, Georgia

By: ______________________________

Jason Lary, Sr.

GOVERNMENTAL CERTIFICATE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$300,000.00	06-13-2018		6251	4A / 200	CCC0436	10743	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Entity: THE CITY OF STONECREST, GEORGIA
3120 STONECREST BOULEVARD
LITHONIA , GA 30038

Lender: IBERIABANK
Buckhead Branch
2970 Peachtree Rd. NW, Suite 100
Atlanta, GA 30305

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is THE CITY OF STONECREST, GEORGIA ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of Georgia. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 3120 STONECREST BOULEVARD , LITHONIA , GA 30038. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on **June 13, 2018**, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIAL. The following named person is an Official of THE CITY OF STONECREST, GEORGIA :

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
JASON LARY, SR.	Mayor	Y	X _______________ (Seal)

ACTIONS AUTHORIZED. The authorized person listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in his or her judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

Grant Security. To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as he or she may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, **including agreements requiring disputes with Lender to be submitted to binding arbitration for final resolution and waiving the right to a trial by jury,** as the Official may in his or her discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: **None.**

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Official named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupies the position set opposite his or her respective name. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, I have hereunto set my hand and attest that the signature set opposite the name listed above is his or her genuine signature.

I have read all the provisions of this Certificate, and I personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated June 13, 2018.

THIS CERTIFICATE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS CERTIFICATE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

CERTIFIED TO AND ATTESTED BY:

X ______________________________ (Seal)
Secretary of THE CITY OF STONECREST, GA

NOTE: If the Official signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity's behalf; it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.

ASSIGNMENT OF DEPOSIT ACCOUNT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$300,000.00	06-13-2018		6251	4A / 200	CCC0436	10743	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Grantor: THE CITY OF STONECREST, GEORGIA
3120 STONECREST BOULEVARD
LITHONIA , GA 30038

Lender: IBERIABANK
Buckhead Branch
2970 Peachtree Rd. NW, Suite 100
Atlanta, GA 30305

THIS ASSIGNMENT OF DEPOSIT ACCOUNT dated June 13, 2018, is made and executed between THE CITY OF STONECREST, GEORGIA ("Grantor") and IBERIABANK ("Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and grants to Lender a security interest in the Collateral, including without limitation the deposit account(s) described below, to secure the Indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" means the following described deposit account(s) ("Account"):

Checking Account Number 2000182615B with Lender with an approximate balance of $662,398.13

together with (A) all interest, whether now accrued or hereafter accruing; (B) all additional deposits hereafter made to the Account; (C) any and all proceeds from the Account; and (D) all renewals, replacements and substitutions for any of the foregoing.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Ownership. Grantor is the lawful owner of the Collateral free and clear of all loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Grant Security Interest. Grantor has the full right, power, and authority to enter into this Agreement and to assign the Collateral to Lender.

No Prior Assignment. Grantor has not previously granted a security interest in the Collateral to any other creditor.

No Further Transfer. Grantor shall not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Collateral except as provided in this Agreement.

No Defaults. There are no defaults relating to the Collateral, and there are no offsets or counterclaims to the same. Grantor will strictly and promptly do everything required of Grantor under the terms, conditions, promises, and agreements contained in or relating to the Collateral.

Proceeds. Any and all replacement or renewal certificates, instruments, or other benefits or proceeds related to the Collateral that are received by Grantor shall be held by Grantor in trust for Lender and immediately shall be delivered by Grantor to Lender to be held as part of the Collateral.

Validity; Binding Effect. This Agreement is binding upon Grantor and Grantor's successors and assigns and is legally enforceable in accordance with its terms.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

LENDER'S RIGHTS AND OBLIGATIONS WITH RESPECT TO THE COLLATERAL. While this Agreement is in effect, Lender may retain the rights to possession of the Collateral, together with any and all evidence of the Collateral, such as certificates or passbooks. This Agreement will remain in effect until (a) there no longer is any Indebtedness owing to Lender; (b) all other obligations secured by this Agreement have been fulfilled; and (c) Grantor, in writing, has requested from Lender a release of this Agreement.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

LIMITATIONS ON OBLIGATIONS OF LENDER. Lender shall use ordinary reasonable care in the physical preservation and custody of any certificate or passbook for the Collateral but shall have no other obligation to protect the Collateral or its value. In particular, but without limitation, Lender shall have no responsibility (A) for the collection or protection of any income on the Collateral; (B) for the preservation of rights against issuers of the Collateral or against third persons; (C) for ascertaining any maturities, conversions, exchanges, offers, tenders, or similar matters relating to the Collateral; nor (D) for informing the Grantor about any of the above, whether or not Lender has or is deemed to have knowledge of such matters.

DEFAULT. Default will occur if payment of the Indebtedness in full is not made immediately when due.

RIGHTS AND REMEDIES ON DEFAULT. Upon Default, or at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any rights or remedies that may be available at law, in equity, or otherwise:

Accelerate Indebtedness. Lender may declare all indebtedness of Grantor to Lender immediately due and payable, without notice of any kind to Grantor.

Application of Account Proceeds. Lender may take directly all funds in the Account and apply them to the Indebtedness. If the Account is subject to an early withdrawal penalty, that penalty shall be deducted from the Account before its application to the Indebtedness, whether the Account is with Lender or some other institution. Any excess funds remaining after application of the Account proceeds to the Indebtedness will be paid to Grantor as the interests of Grantor may appear. Grantor agrees, to the extent permitted by law, to pay any deficiency after application of the proceeds of the Account to the Indebtedness. Lender also shall have all the rights of a secured party under the Georgia Uniform Commercial Code, even if the Account is not otherwise subject to such Code concerning security interests, and the parties to this Agreement agree that the provisions of the Code giving rights to a secured party shall nonetheless be a part of this Agreement.

Transfer Title. Lender may effect transfer of title upon sale of all or part of the Collateral. For this purpose, Grantor irrevocably appoints Lender as Grantor's attorney-in-fact to execute endorsements, assignments and instruments in the name of Grantor and each of them (if more than one) as shall be necessary or reasonable.

Other Rights and Remedies. Lender shall have and may exercise any or all of the rights and remedies of a secured creditor under the provisions of the Georgia Uniform Commercial Code, at law, in equity, or otherwise.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Agreement or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Subject to any limits under applicable law, costs and expenses include fifteen percent (15%) of the principal plus accrued interest collected as Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Georgia without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Georgia.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of DEKALB County, State of Georgia.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (1) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (2) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (3) to settle or compromise any and all claims arising under the Collateral, and in the place and stead of Grantor, to execute and deliver its release and settlement for the claim; and (4) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Grantor, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the Indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Account. The word "Account" means the deposit account(s) described in the "Collateral Description" section.

Agreement. The word "Agreement" means this Assignment of Deposit Account, as this Assignment of Deposit Account may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Deposit Account from time to time.

Borrower. The word "Borrower" means THE CITY OF STONECREST, GEORGIA and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Grantor. The word "Grantor" means THE CITY OF STONECREST, GEORGIA .

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means IBERIABANK, its successors and assigns.

Note. The word "Note" means the Note dated June 13, 2018 and executed by THE CITY OF STONECREST, GEORGIA in the principal amount of $300,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS ASSIGNMENT OF DEPOSIT ACCOUNT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED JUNE 13, 2018.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

THE CITY OF STONECREST, GEORGIA

By: ______________________ **(Seal)**
JASON LARY, SR., Mayor of THE CITY OF STONECREST, GEORGIA

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$300,000.00	06-13-2018		6261	4A / 200	CCC0436	10743	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: THE CITY OF STONECREST, GEORGIA
3120 STONECREST BOULEVARD
LITHONIA , GA 30038

Lender: IBERIABANK
Buckhead Branch
2970 Peachtree Rd. NW, Suite 100
Atlanta, GA 30305

LOAN TYPE. This is a Fixed Rate (12.000%) Nondisclosable Revolving Line of Credit Loan to a Government Entity for $300,000.00 due on demand.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☐ Personal, Family, or Household Purposes or Personal Investment.

☒ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: LETTER OF CREDIT .

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $300,000.00 as follows:

Undisbursed Funds:	$300,000.00
Note Principal:	$300,000.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JUNE 13, 2018.

THIS AGREEMENT IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS AGREEMENT IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

BORROWER:

THE CITY OF STONECREST, GEORGIA

By: ______________________________ (Seal)
JASON LARY, SR. , Mayor of THE CITY OF STONECREST, GEORGIA

EXHIBIT G

EARLY TERMINATION COST REIMBURSEMENT AMOUNT

If Tenant exercises its right to terminate this Lease pursuant to Section 3.C. of the Lease, Tenant shall pay to Landlord, simultaneously with its delivery of the termination notice required in Section 3.C., as liquidated damages for Landlord's unamortized costs for brokerage commissions, tenant improvements, and abated Base Rent, the following sums (the "Early Termination Cost Reimbursement Amount") for termination of the Lease during the Calendar Year of Termination:

Calendar Year of Termination	Early Termination Cost Reimbursement Amount
2017	$ -0-
2018	$299,471.38 *
2019	$233,012.45 *
2020	$161,236.80 *
2021	$83,719.11 *
2022	$ -0-

Should Tenant fail to pay Landlord the required Early Termination Cost Reimbursement Amount when due, Landlord may use the proceeds of the Letter of Credit for payment of the required Early Termination Cost Reimbursement Amount.

* Tenant agrees that these amounts will be adjusted by Landlord to reflect Lanlord's actual costs to perform Landlord's Work pursuant to Exhibit "D" attached to this Lease.

THE CITY OF
STONECREST
GEORGIA

CITY COUNCIL AGENDA ITEM

SUBJECT: Special Land Use Permit (SLUP 18-003)

( )	**ORDINANCE**	( )	**POLICY**	( )	**STATUS REPORT**
( )	**DISCUSSION ONLY**	( )	**RESOLUTION**	(X)	**OTHER**

Date Submitted: 05/10/18 **Council Meeting: 07/03/2018**

SUBMITTED BY: Nicole C.E. Dozier, Community Development Department Director

PURPOSE: Special Land Use Permit (SLUP 18-003)

HISTORY: This site is 9.3 acres located at 6757 Covington Hwy. This item was rezoned to MR-2 in May 2018. The applicant is now requesting a Special Land Use Permit to for a 250 unit Senior Housing development. The first reading was June 18, 2018.

FACTS AND ISSUES: Since the site is adjacent to residential property the following conditions are applicable as per the rezoning: access to and from the site shall be limited to Covington Hwy with a deceleration lane as approved by Georgia Department of Transportation. The Applicant agreed to the conditions.

OPTIONS: Approve; Approve with Conditions or Deny

RECOMMENDED ACTION: This petition was heard at the June 5, 2018 Planning Commission hearing and recommended unanimously for approval with conditions.

ATTACHMENTS:

#1 06/05/18 Planning Commission Staff Report

#2 Planning Commission PowerPoint Presentation

#3 Rezoning Application

ATTACHMENT #1

THE CITY OF STONECREST GEORGIA

PLANNING COMMISION STAFF REPORT

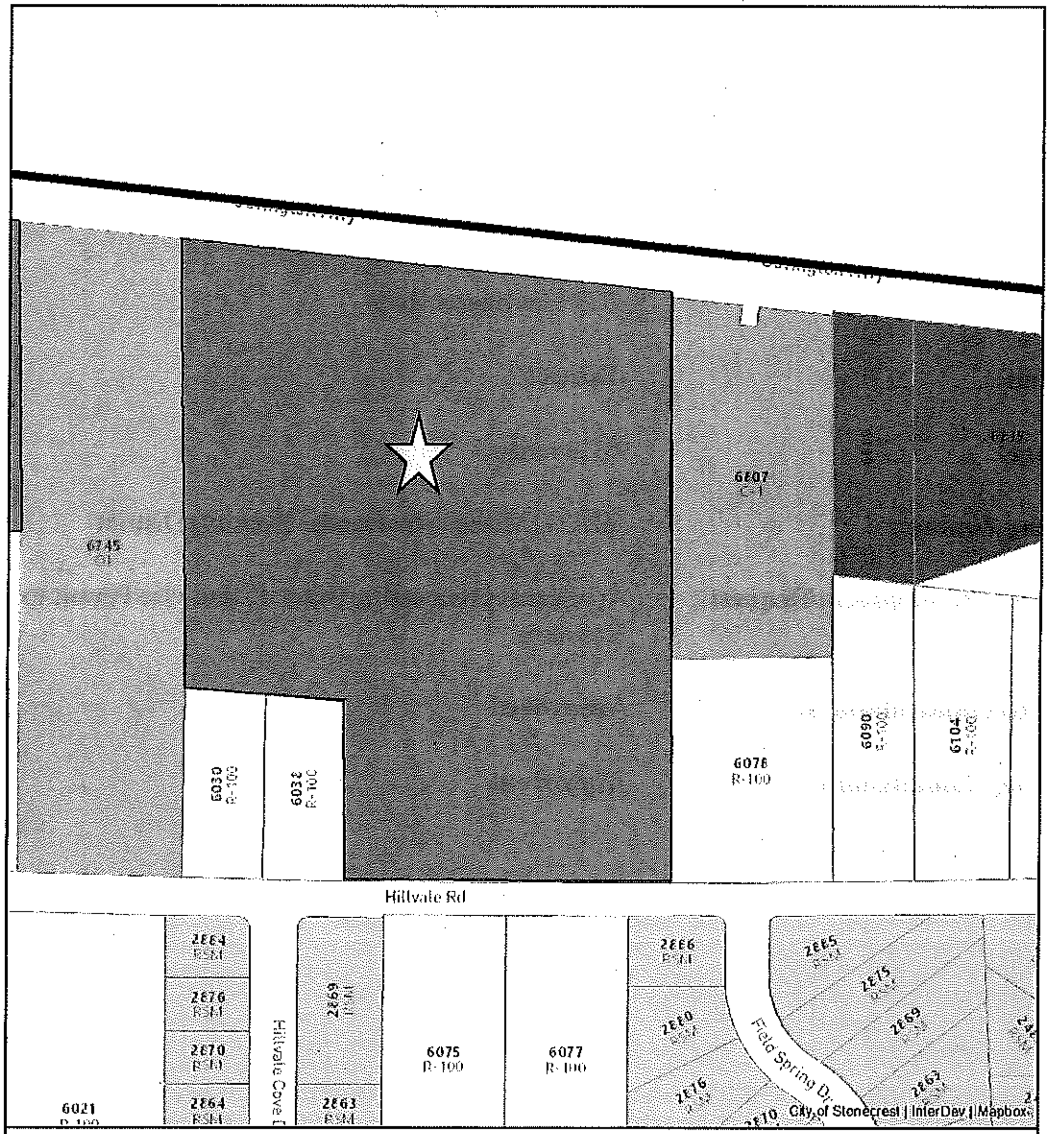
MEETING DATE: June 05, 2018

GENERAL INFORMATION

Petition Number:	SLUP-18-003
Applicant:	Beverly J Searles Foundation
Owner:	6757 Covington Hwy, LLC
Project Location:	6757 Covington Hwy
District:	District 2
Acreage:	9.3 acreage
Existing Zoning:	MR-2 (Medium Residential Density) District
Proposed Development/Request:	Applicant is requesting Special Land Use Permit to construct Senior Housing.
Staff Recommendations:	**Approved**
Planning Commissions	**Approved**

PLANNING COMMISION STAFF REPORT

Zoning Map



ZONING CASE: **SLUP-18-003**

ADDRESS: **6757 Covington Hwy**

CURRENT ZONING: **MR-2**

FUTURE LAND USE: **Neighborhood Center**

☆ Subject Site

0 0.025 0.05 mi

THE CITY OF
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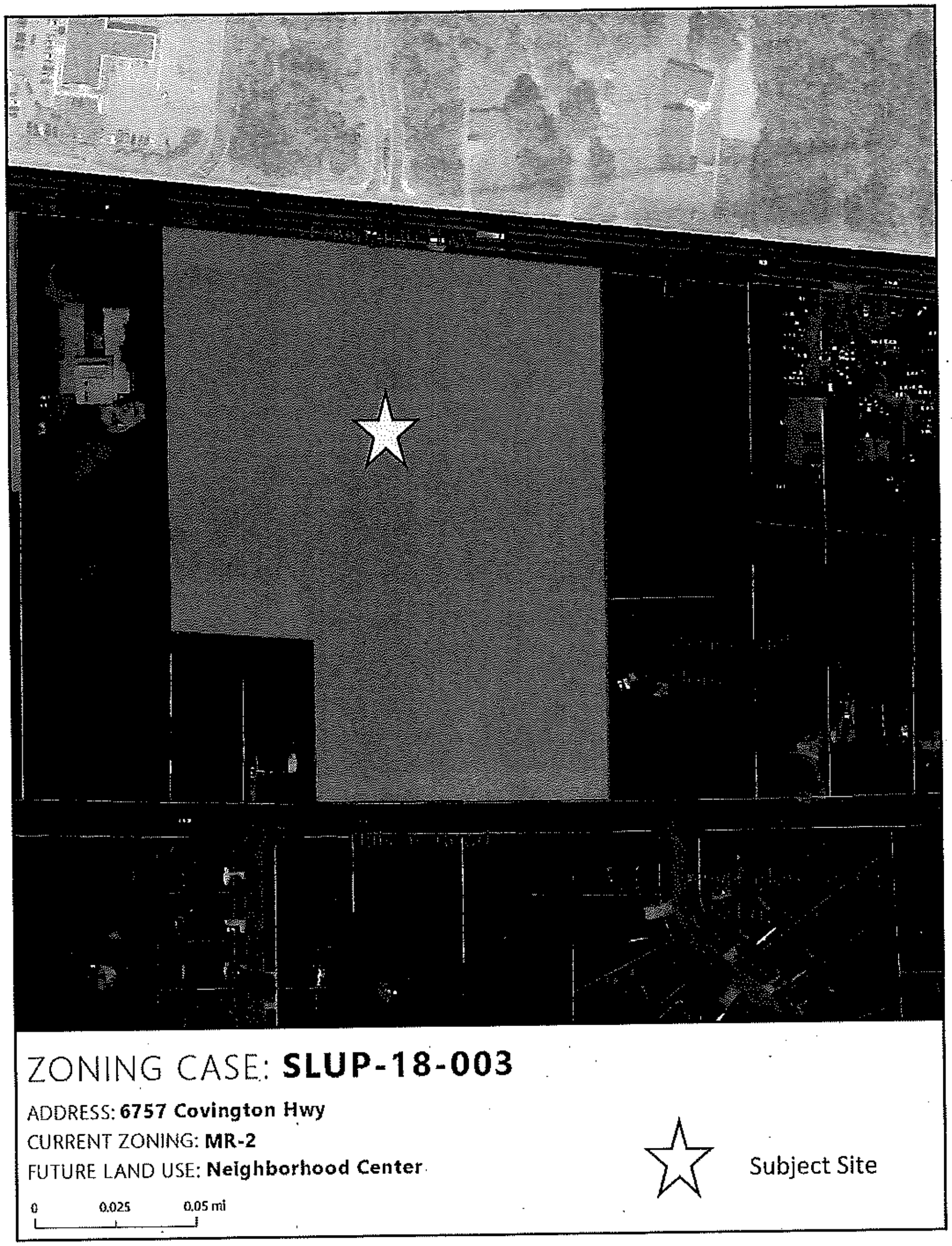
PLANNING COMMISION STAFF REPORT

Aerial Map



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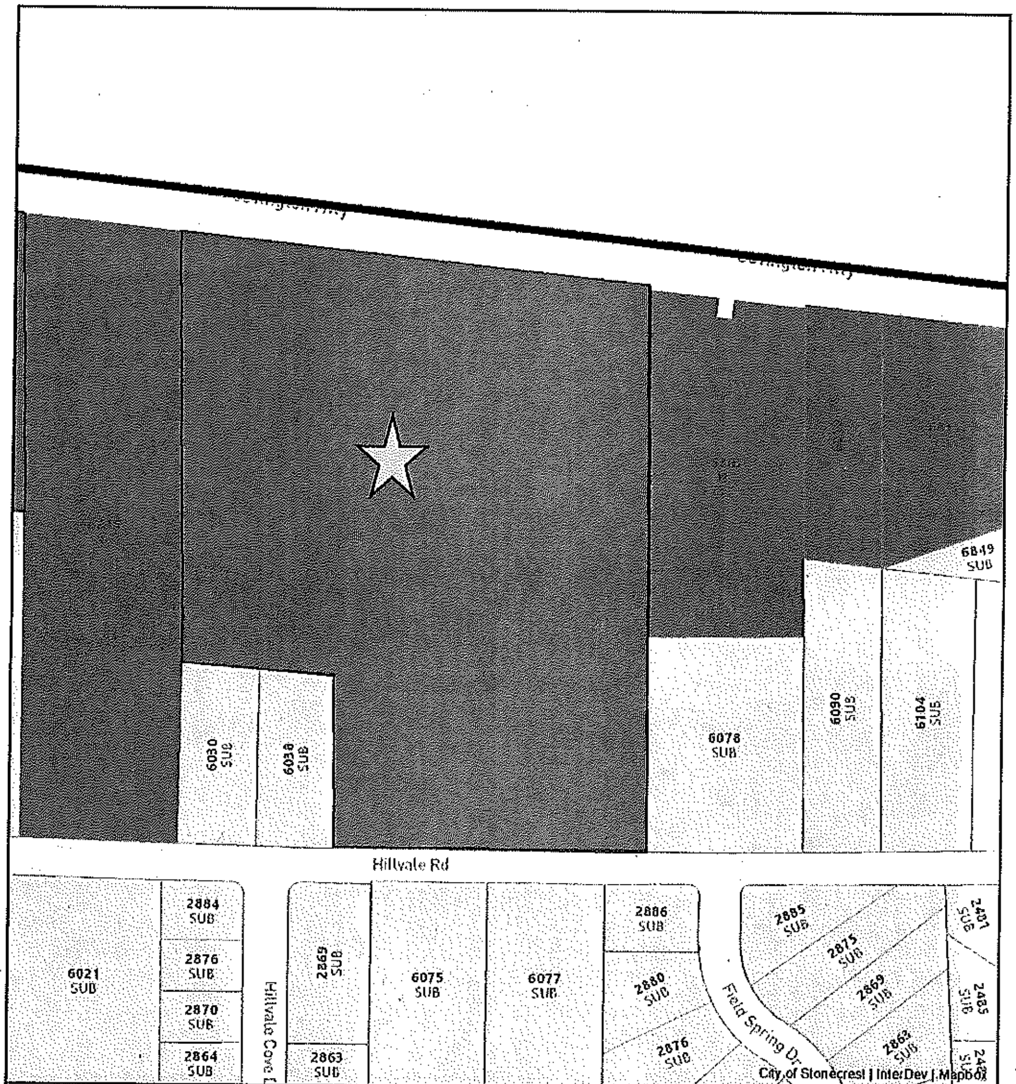
PLANNING COMMISION STAFF REPORT

Future Land Use Map



ZONING CASE: **SLUP-18-003**

ADDRESS: **6757 Covington Hwy**

CURRENT ZONING: **MR-2**

FUTURE LAND USE: **Neighborhood Center**

0 0.025 0.05 mi

☆ Subject Site

THE CITY OF
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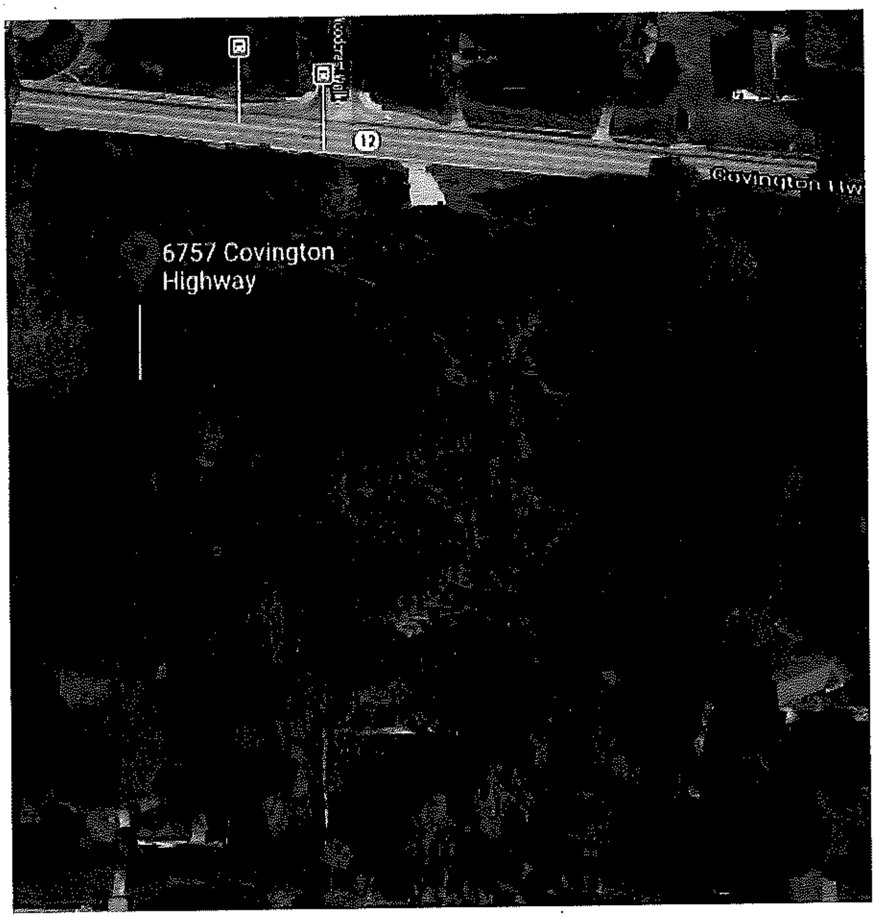
PLANNING COMMISION STAFF REPORT

PROJECT OVERVIEW

The subject property is 9.2-acre parcel with street frontage off Covington Hwy, a four-lane arterial street. The subject property is approximately 1,100' East from the intersection of Covington Highway and DeKalb Medical Parkway, The site currently zoned MR-2 (Medium Residential Density) District and it is the Neighborhood Center Character area identified in the 2035 Comprehensive Plan.



The applicant is requesting a Special Land Use Permit to develop a 250-unit senior housing development. Previously the applicant had the subject property rezoned from C-1 (Local Commerical) to MR-2 on May 2018 per zoning case RZ-18-002. Since the applicant intends to develop the property for senior housing the applicant needed to rezoned the property to a zoning, which would allow the applicant to apply for a Special Land Use Permit.

The applicant is seeking to develop the project within two or three phases. The first phase will be 128 units. The conceptual drawings submitted by the applicant show the proposed building will comprise of brick veneer, fiber cement siding, and fiber cement panels. The property has approximately 600' of frontage on Covington Hwy, while there is approximately 400' of frontage on Hillvale Road.

THE CITY OF
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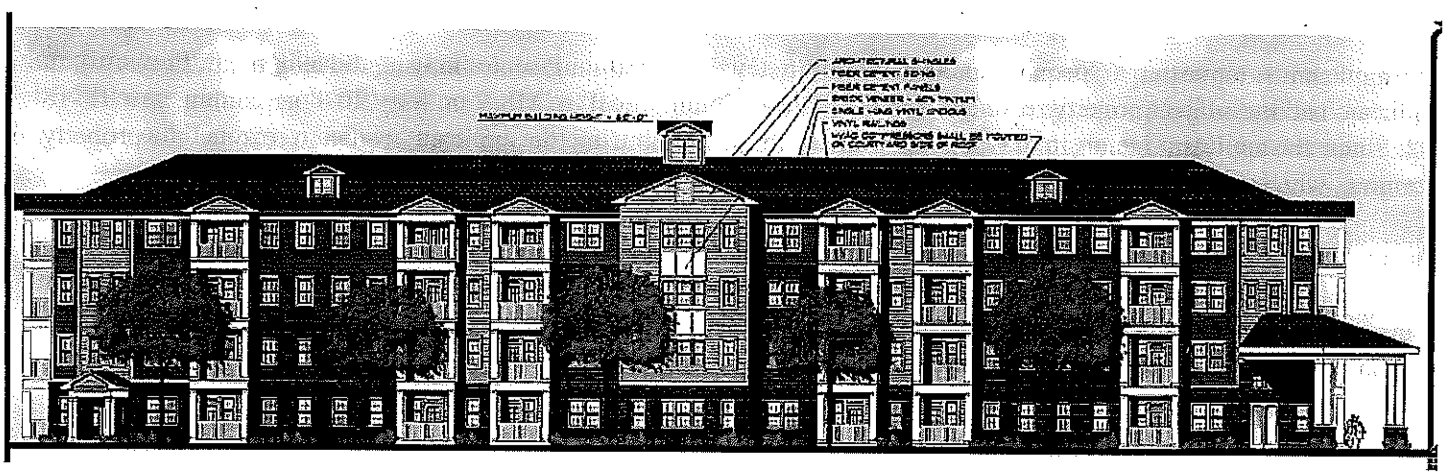
PLANNING COMMISION STAFF REPORT

The site has extensive pine trees and undergrowth vegetation located on the property. The topography is characterized as being mainly flat, moving north and south of the subject property. The surrounding area is characterized as a mixture of commercial and residential. North of the subject property across Covington Hwy in unincorporated DeKalb County is Woodcrest Village apartment complex. Abutting the property to the East is a woman shelter zoned O-I and a single-family residence zoned R-100. Located to the West of the subject property a vacant piece of property zoned C-1 and a single-family residence zoned R-100.

View of subject property from Covington Hwy

Concept Drawing of the Senior Housing



THE CITY OF
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PLANNING COMMISION STAFF REPORT

STANDARDS OF REVIEW

A. Adequacy of the size of the site for the use contemplated and whether or not the adequate land area is available for the proposed use including the provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located.

The approximately 111,652 square feet development on 9.3 acres is adequate enough.

B. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district.

The proposed senior housing development is compatible with other residential development adjacent properties and land uses.

C. Adequacy of public services, public facilities, and utilities to serve the proposed use.

The subject property is located in an established single-family residential neighborhood, it appears that there are adequate public services, public facilities, and utilities to serve the proposed personal care home.

D. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area.

Covington Hwy is a major arterial, the Planning Staff believes little or no impact on the public streets or traffic in the area. Staff note only Covington Hwy is the only point of access to the development.

E. Whether existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use.

Traffic of the vehicles generated by the proposed use will not adversely impact existing land uses along access routes to the sites.

F. Adequacy of ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of a fire or another emergency.

The proposed development will need to obtain permission from GDOT to construct ingress and egress to the subject property. The applicant intends to construct two points of access off Covington Hwy, with one access to be solely used for fire and emergency.

G. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use.

The proposed use may not create an adverse impact upon any adjoining single-family land uses by reason of noise, smoke, odor, dust or vibration,

H. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use.

The proposed use will not create an adverse impact upon any adjoining land use by reason of the hours of operation. The proposed use is age retrieved independent living development.

I. Whether the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use.

The proposed use will not create adverse impacts upon any adjoining land use by reason of the manner of operation. The proposed use is i

J. Whether the proposed use is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located.

The MR-1 (Medium Density Residential) zoning is consistent with the requirement of the zoning district

K. Whether the proposed use is consistent with the policies of the comprehensive plan.

The subject property is in the Neighborhood Center Character area designated by the 2035 Comprehensive Land Use Plan. The proposed use is listed as a primary land use and is consistent with the policies of the character area, The proposed use would not change the character of the area.

L. Whether the proposed use provides for all required buffer zones and transitional buffer zones where required by the regulations of the zoning district in which the use is proposed to be located.

The proposed use provides for all the required buffer and transitional buffer zones

M. Whether there is adequate provision of refuse and service areas.

The adequate refuse area will be provided.

N. Whether the length of time for which the special land use permit is granted should be limited in duration.

Staff believes there is no compelling reason for limiting the duration of the requested Special Land Use Permit.

O. Whether the size, scale, and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale, and massing of adjacent and nearby lots and buildings.

The proposed building is appropriate in relation to the size of the subject property

PLANNING COMMISION STAFF REPORT

P. Whether the proposed use will adversely affect historic buildings, sites, districts, or archaeological resources.

This use will not adversely affect any historic buildings, sites, districts, or archaeological resources.

Q. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit.

Proposed use, satisfies the requirement contained within the supplemental regulations for such special land use permit.

R. Whether the proposed use will create a negative shadow impact on any adjoining lot or building as a result of the proposed building height.

The proposed use will not create a negative shadow impact on any adjoining lot or building as a result of the proposed building height. The proposed development will have 50' transitional buffer between the residential home located to the southeast.

S. Whether the proposed use would be consistent with the needs of the neighborhood or the community as a whole, be compatible with the neighborhood, and would not be in conflict with the overall objective of the comprehensive plan.

The proposed use would be consistent with the needs of the community as a whole, as it appears there are no immediate senior housing within the immediate area. The proposed is not in conflict with the overall objective of the comprehensive plan. Housing policy number six, states the need to increase senior housing options in the city.

THE CITY OF STONECREST GEORGIA

PLANNING COMMISION STAFF REPORT

ANALYSIS

Adjacent & Surrounding Properties	Zoning (Petition Number)	Land Use	Density Non-Residential (SF/Acre) Residential (Units/Acre)
Nearby: North	MR-1 (Medium Residential Density) Apartments	Residential	n/a
Adjacent: South	R-100 (Residential Med lot) Single-Family Home	Residential	n/a
Adjacent: East	C-1(Local Commercial) Vacant Property	Commercial	n/a
Nearby: West	OI (Office-Institutional)	Office	n/a

The surrounding area is characterized as a mixture of commercial and residential zoning tracts with a small portion of residential homes and residential subdivisions located to the South, Southwest, and Southeast. Located to the Southwest are two residential parcels, with one parcel being vacant. Located to the Southeast is one residential home and across Hillvale Road is the Meadow Springs Subdivision. Across Covington Hwy to the North of the property are residential apartments in unincorporated DeKalb County. The adjacent properties located to the West and East are zoned C-1 and OI.

MR-2 (Medium Residential Density) zoning intends to encourage primary residential, planned developments that allow accessory retail, office, institutional and civic uses, as well provide for residential neighborhoods with a mix of single-family and multi-family housing types that maintain the harmony of scale, intensity, and design with surrounding development. Additionally, provide districts that allow appropriate development transition within the edges and transitional area of the Town Center and Regional Center character areas.

The City Stonecrest Future Development Map as shown on page 67 of DeKalb County Comprehensive Plan identifies the subject property as being within Character Area Neighborhood Center. The intent of the Neighborhood Center Character Area is to identify areas that can serve the local neighborhood's needs for goods and services. These areas shall complement the character of neighborhoods and the location of the commercial areas shall reduce automobile travel, promote walkability and increased transit usage Policies for this character area preserves and enhance the integrity and quality of existing residential neighborhoods, while promoting healthy living in neighborhoods by incorporating a pedestrian environment that encourages socialization, walking, biking, and connectivity. The intent of the character area is to consist of a neighborhood focal point with a concentration of activities such as general retail, neighborhood commercial, professional office, higher-density housing, and appropriate public and open space uses that are easily accessible by pedestrians.

The proposed Special Land Use Permit is consistent in use and scale with the surrounding uses. Staff believes SLUP is suitable in view of the use and development of adjacent and nearby properties. Therefore, the proposed SLUP would be in keeping with the policies and intent of the Comprehensive Plan and would be suitable in view of its impacts on the adjacent and nearby property, therefore, the Department of Community Development recommends **APPROVAL of SLUP-18-003**

PLANNING COMMISION STAFF REPORT

PLANNING COMMISSION

Planning Commission recommends approval for petition SLUP-18-003.

ATTACHMENT # 2

THE CITY OF STONECREST GEORGIA

June 5th 2018

Planning Commission
Public Hearing

THE CITY OF

STONECREST

GEORGIA

SLUP-18-003

6757 Covington Hwy, Stonecrest
GA 30038

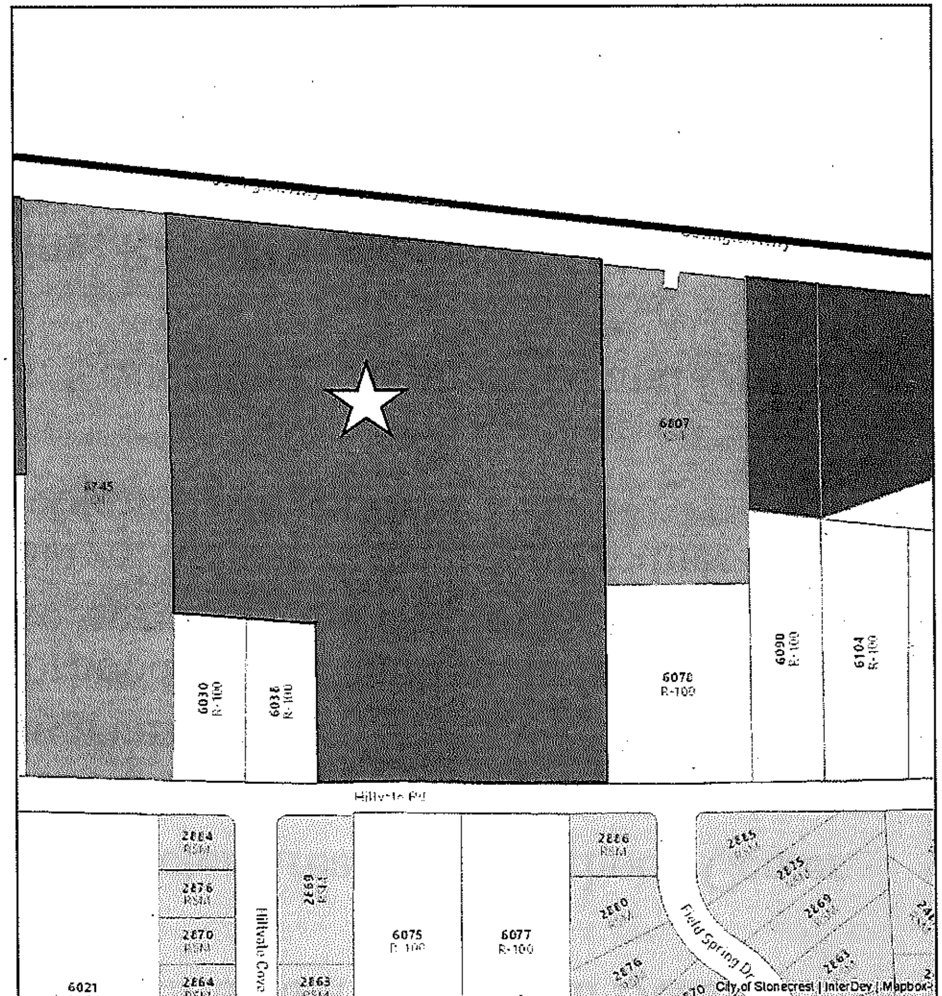
Petition Information

- APPLICANT: Beverly J Searles Foundation
- LOCATION: 6757 Covington Hwy
- ACREAGE: 9.3 acres
- REQUEST: The applicant is requesting a Special Land Use Permit to construct Senior Housing Development.

General Information

- Current zoning: MR-2 (Medium Residential Density) District
- Future Land Use Character Area: Neighborhood Center
- Policies for this area emphasize:
  - Each Neighborhood Center shall include a medium- high density mix of retail, office, services, and employment to serve neighborhoods.
  - Create compact mixed use districts and reduce automobile dependency and travel to obtain basic services
- Surrounding uses: Residential, Commercial and Office.
- Surrounding zoning: R-100 (Residential Medium Lot), Commercial and Office-institutional.

Zoning Map



ZONING CASE: **SLUP-18-003**

ADDRESS: **6757 Covington Hwy**

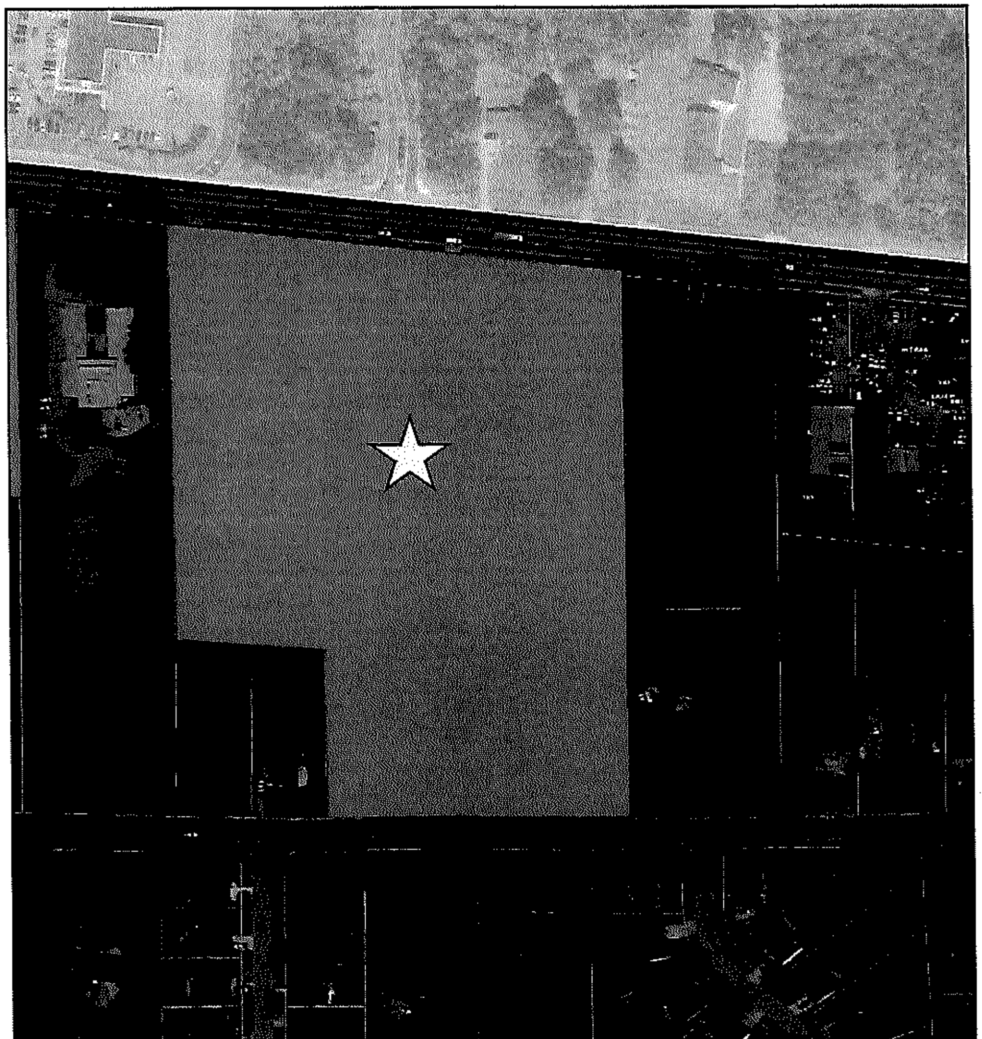
CURRENT ZONING: **MR-2**

FUTURE LAND USE: **Neighborhood Center**

0 0.025 0.05 mi

☆ Subject Site

Aerial Map



ZONING CASE: **SLUP-18-003**

ADDRESS: **6757 Covington Hwy**

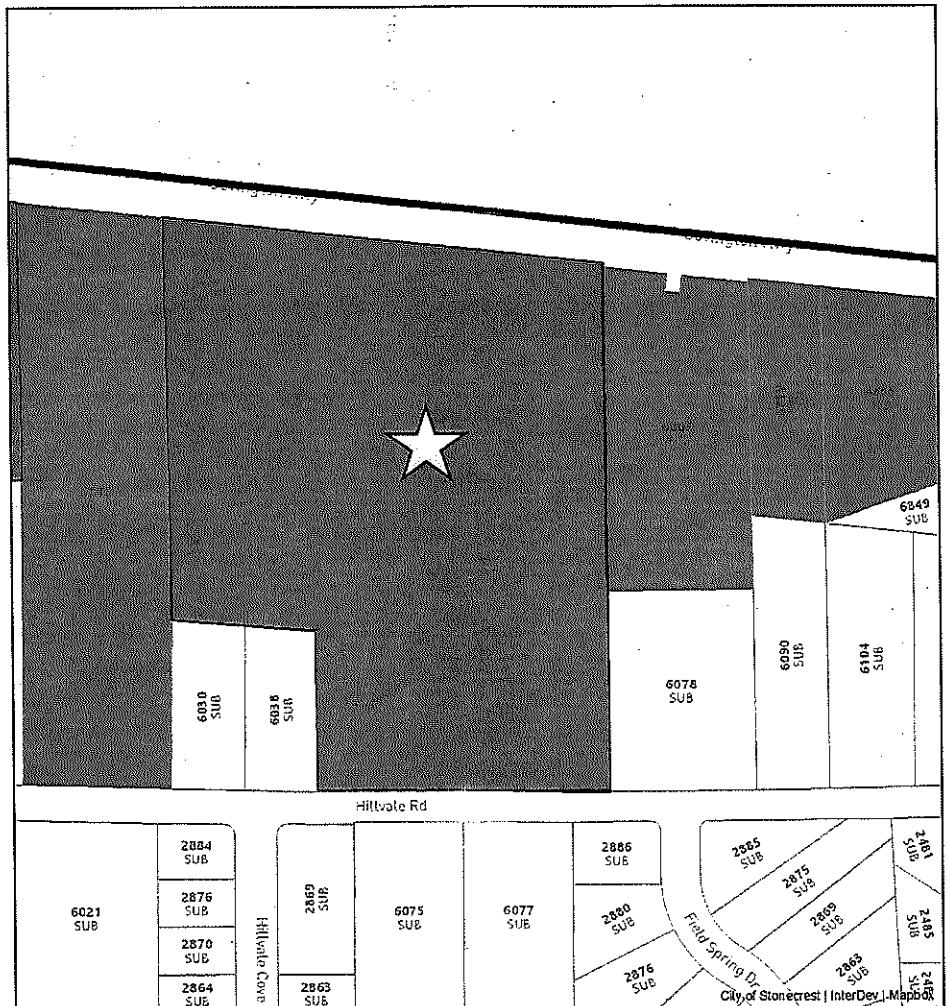
CURRENT ZONING: **MR-2**

FUTURE LAND USE: **Neighborhood Center**

0 0.025 0.05 mi

☆ Subject Site

Future Land Use Map



ZONING CASE: **SLUP-18-003**

ADDRESS: **6757 Covington Hwy**

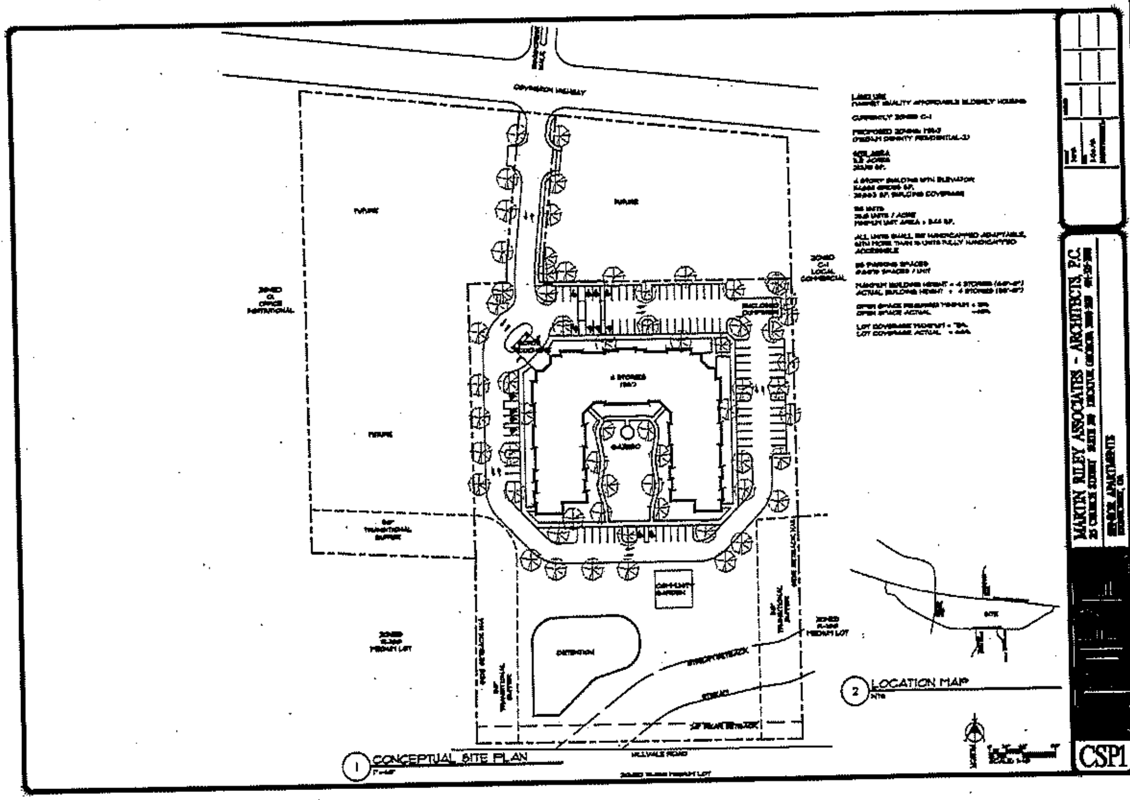
CURRENT ZONING: **MR-2**

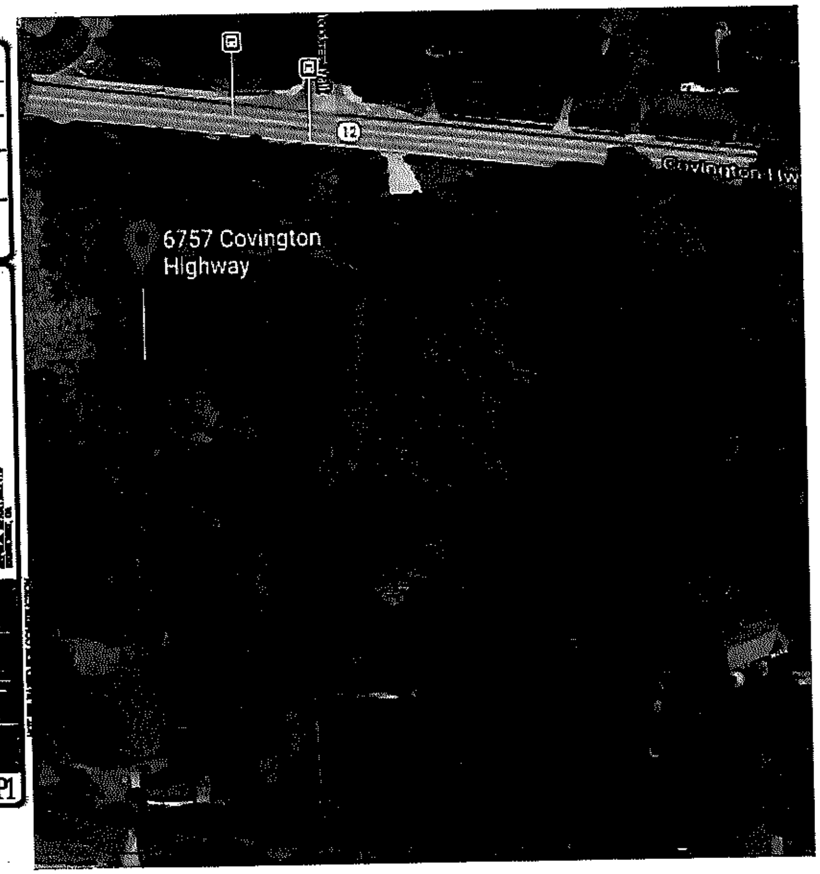
FUTURE LAND USE: **Neighborhood Center**

0 0.025 0.05 mi

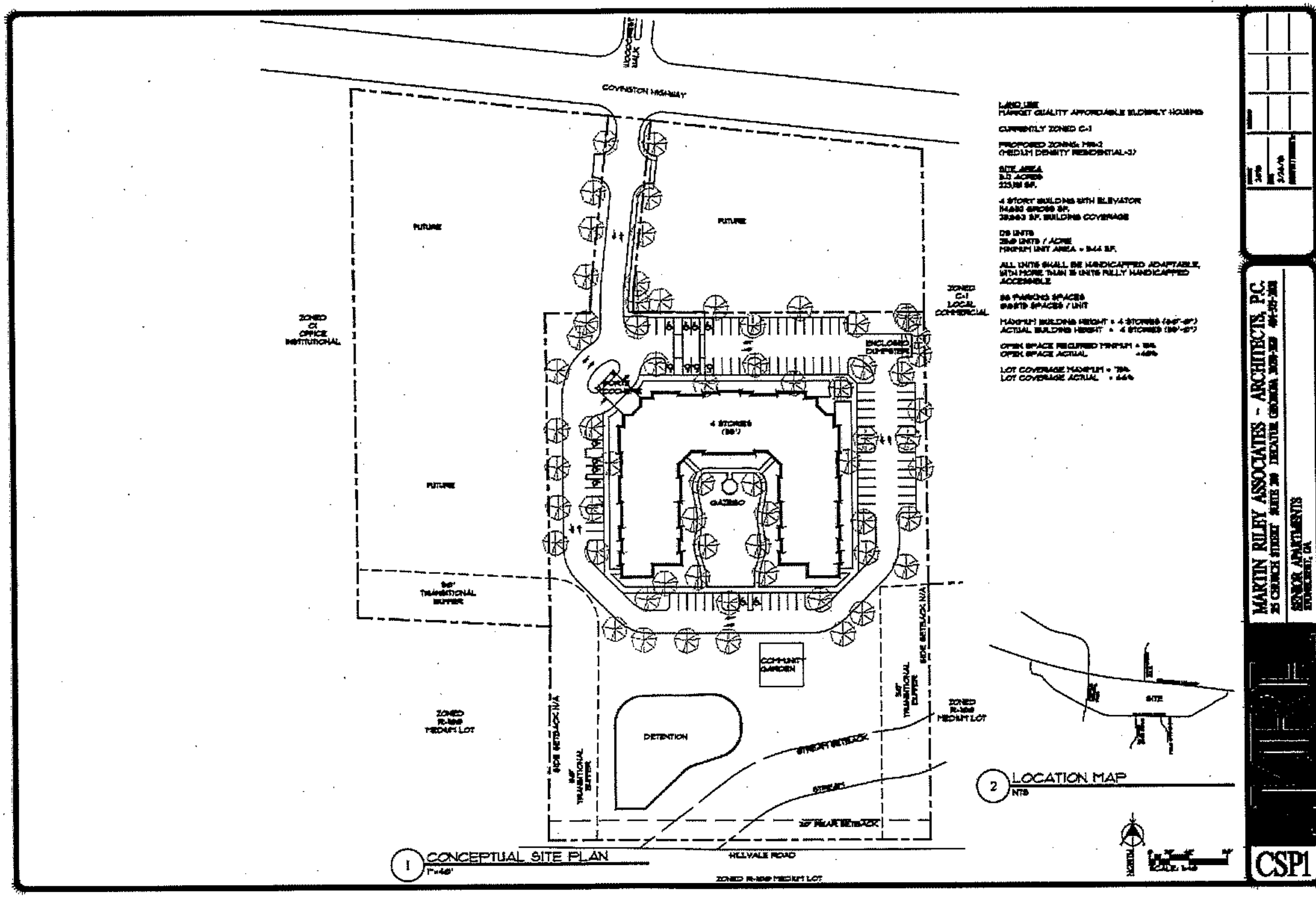
☆ Subject Site

Site Plan of the Proposed Development.

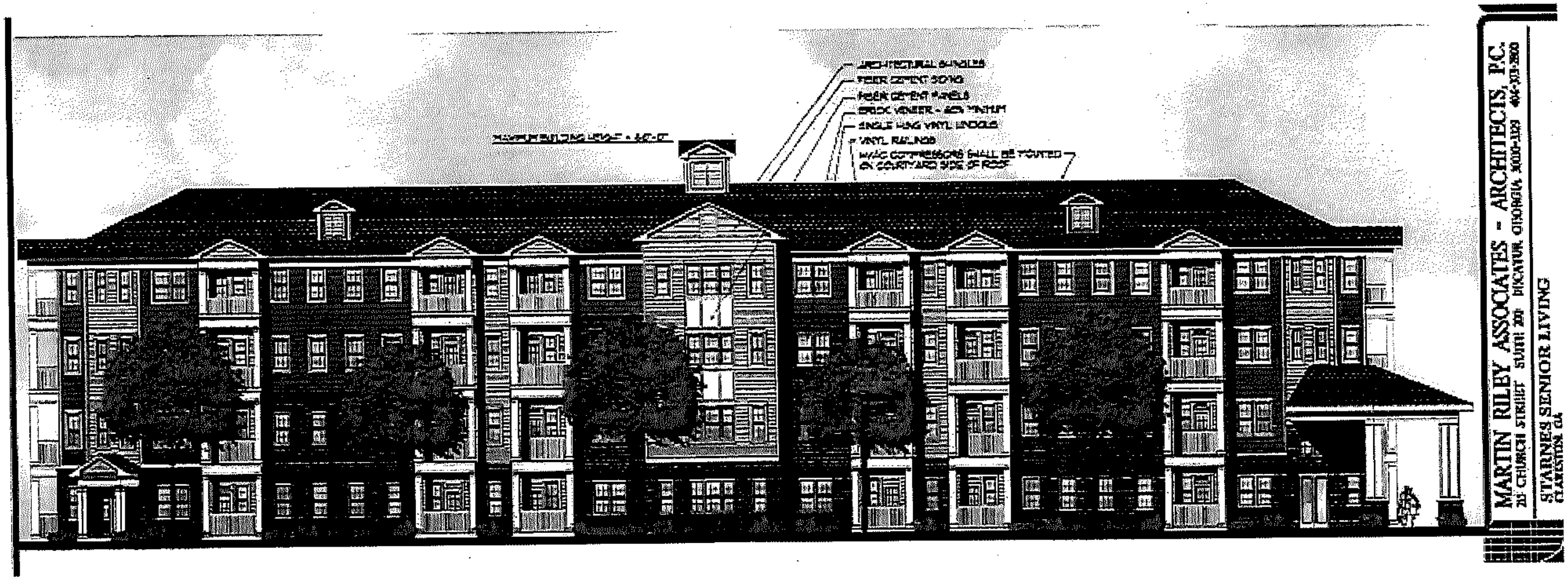




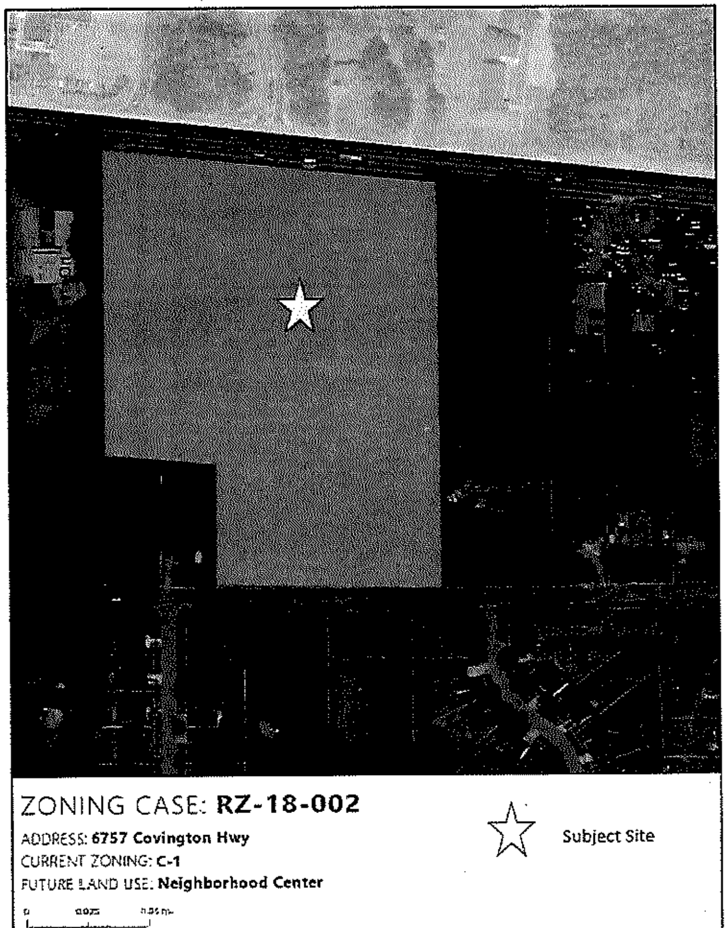
Site Plan Counited



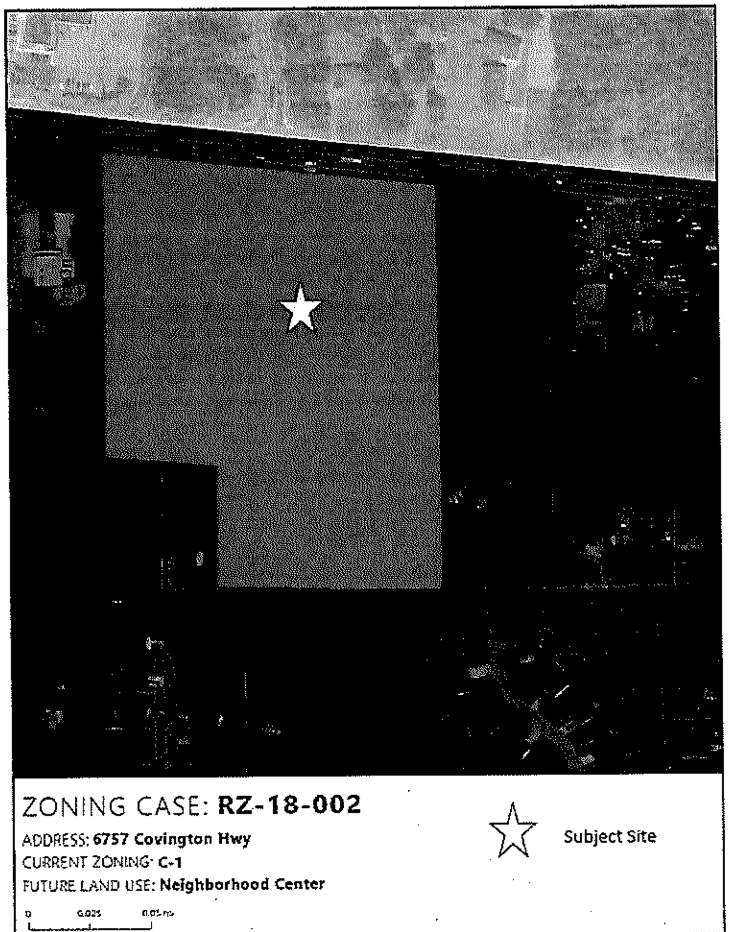
Front Elevation

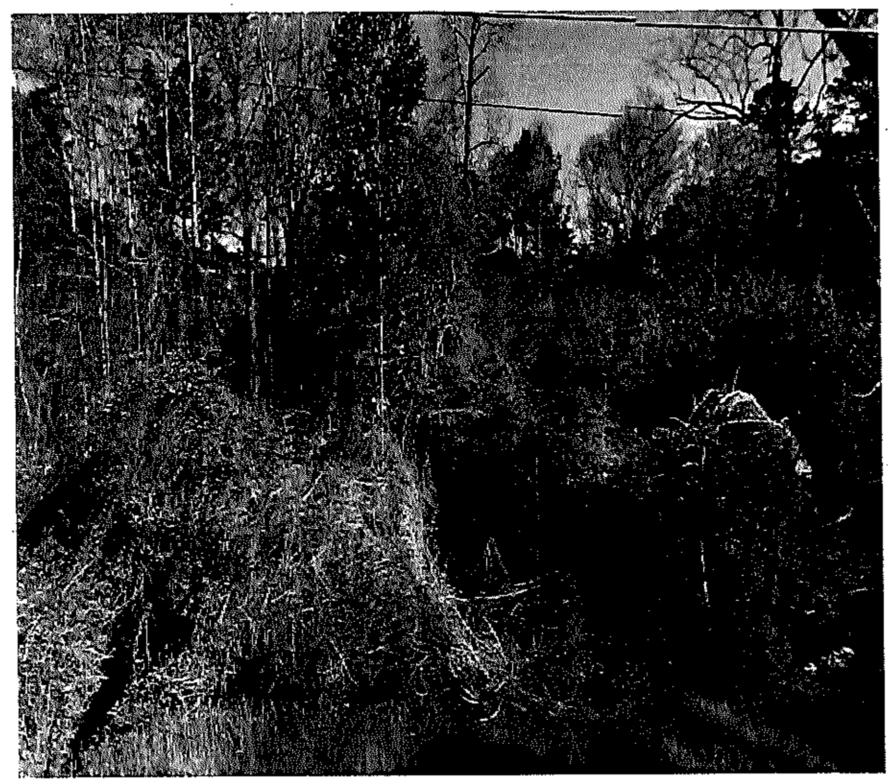


View of the Subject property from Covington Highway

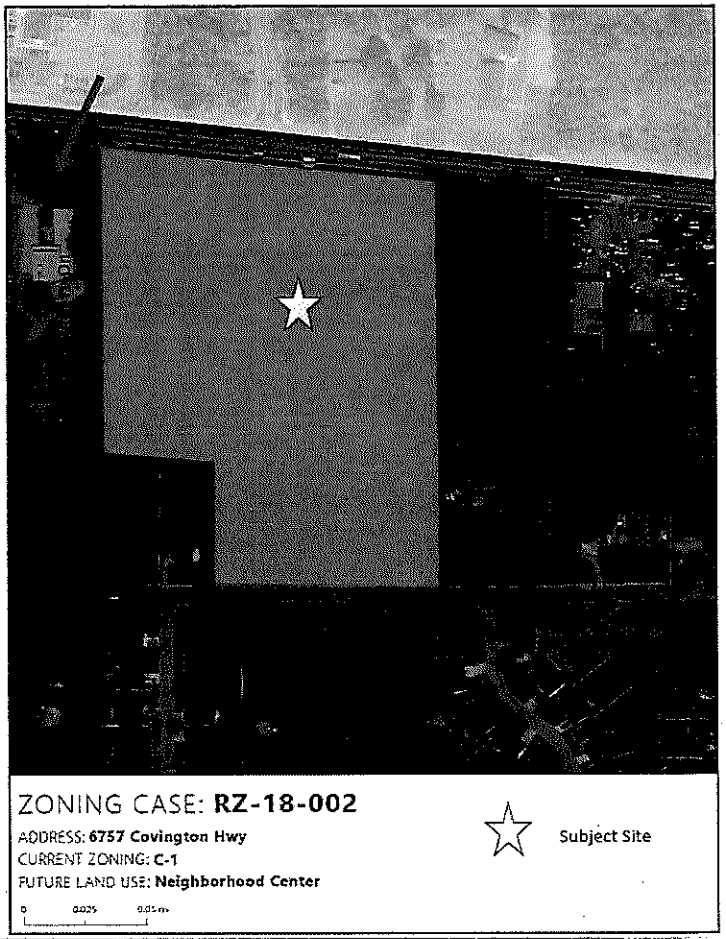


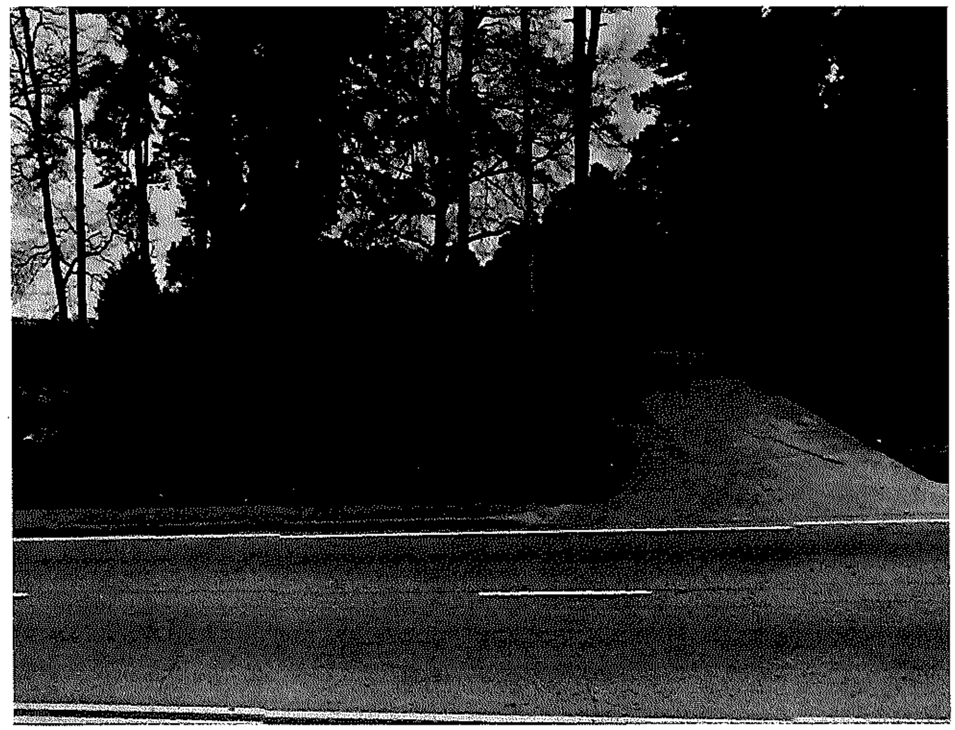
View of Subject Property from Hillvale Road



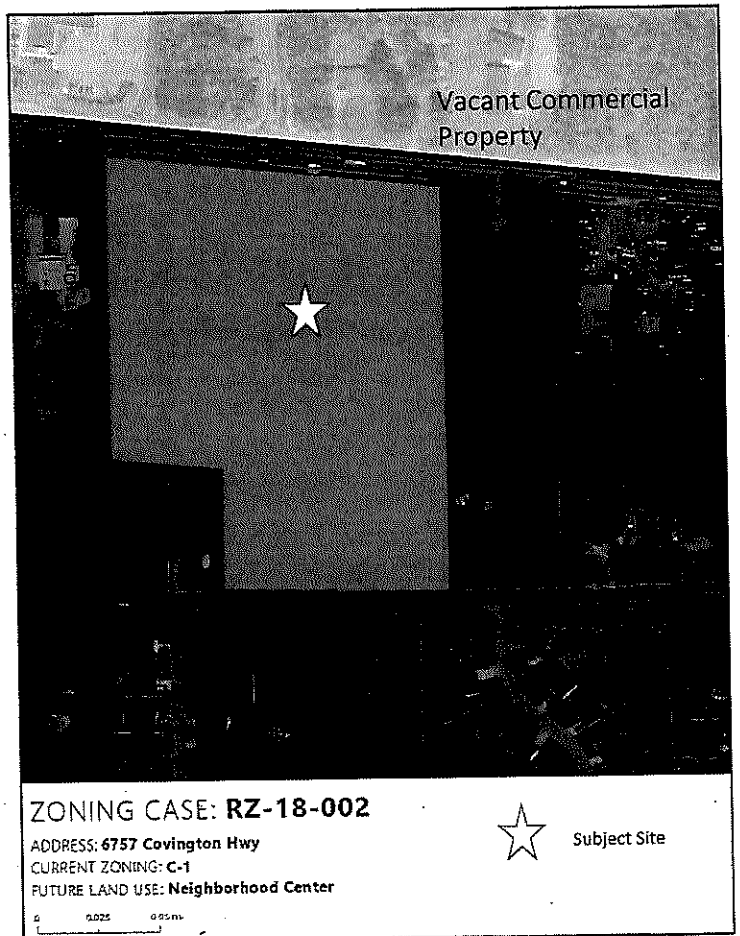


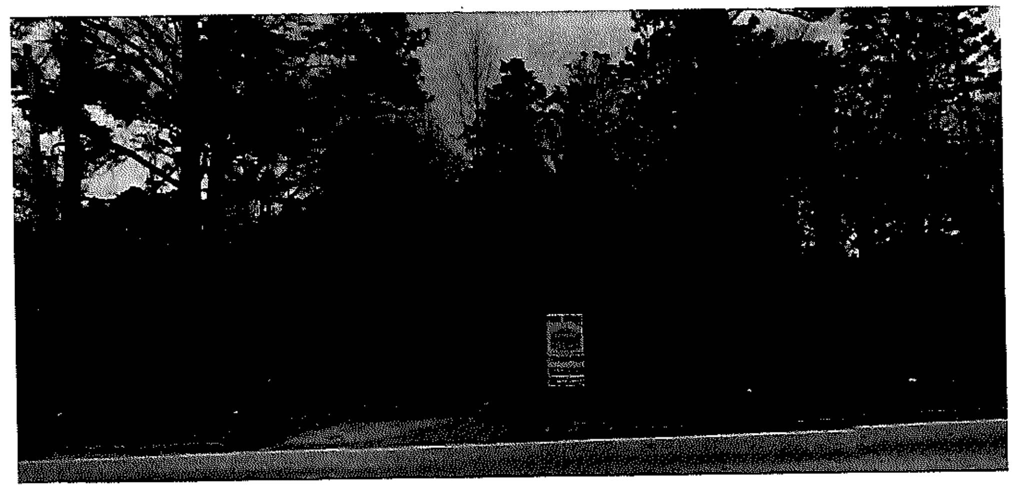
Women Shelter located West of the subject Property off Covington Hwy





Vacant Commercial Property located East of the subject Property off Covington Hwy





Staff Analysis

Staff finds this petition:

- Consistent in use and scale with adjacent and nearby properties.

- Staff believes the Special Land Use Permit is suitable in view of the use and development of adjacent and nearby properties. Therefore, the proposed use would be in keeping with the policies and intent of the Comprehensive Plan and would be suitable in view of its impacts on the adjacent and nearby property.

Staff Recommendation

Based upon the findings and conclusions herein, Staff recommends **APPROVAL** of this request:

THE CITY OF
STONECREST
GEORGIA

June 5th, 2018

Planning Commission
Public Hearing

ATTACHMENT # 3

THE CITY OF STONECREST GEORGIA

RECEIVED APR 2 0 2018

Special Land Use Permit Application

SLUP-18-003

Applicant Information

Name: BEVERLY J. SEARLES	FOUNDATION, INC	
Address: 5030 Nesbit Ferry LN	ATLANTA	GA 30350
Phone: 678-570-1177	Fax: —	Email DAVID.SEARLES@CRT-TRUST.COM

Owner Information

Owner's Name: 6757 COVINGTON HWY, LLC		
Owner's Address: 6622 EAST BROAD STREET, SUITE A, DOUGLASVILLE 30134		
Phone: 770-920-2002	Fax: 770-920-9119	Email WROWE@HRFLEGAL.COM
Property Address: 6757 COVINGTON HIGHWAY	Acreage: 9.3	
Parcel ID: 16-089-02-005		
Current Zoning Classification: C-1		
Proposed Use of Property: MR-2		

Is this development and/or request seeking any incentives or tax abatement through the City of Stonecrest or any entity that can grant such waivers, incentives, and/or abatements? O Yes O No

Property Information

Property Information: 220 UNITS OF AFFORDABLE AGE-RESTRICTED MULTI PLUS SENIOR ADULT DAY CARE, DEVELOPED IN MULTIPLE PHASES OVER SEVERAL YEARS

Affidavit

To the best of my knowledge, this variance application form is correct and complete. If additional materials are determined to be necessary, I understand that I am responsible for filing additional materials as specified by the City of Stonecrest Zoning Ordinance.

Applicant's Name: BEVERLY J. SEARLES FOUNDATION

Applicant's Signature: Date: 4/18 2018

Notary

Sworn to and subscribed before me this 18 Day of April

Notary Public: Victoria B. Curran

Signature: Victoria B. Curran

My Commission Expires: 02/14/2021

VICTORIA B CURRAN
NOTARY PUBLIC
MY COMMISSION EXPIRES FEBRUARY 14, 2021
COBB COUNTY, GEORGIA

☒ Application Fee ☐ Sign Fee ☐ Legal Fee

Fee: $ 350.00 | Payment: ☐ Cash ☒ Check ☐ CC | Date:

☐ Approved ☐ Approved with Conditions ☐ Denied | Date:

08-03-2017

THE CITY OF STONECREST GEORGIA

Property Owner(s)
Notarized Certification

The owner and petitioner acknowledge that this Land Use Petition application form is correct and complete. By completing this form, all owners of the subject property certify authorization of the filing of the application and authorization of an applicant or agent to act on their behalf in the filing of the application including all subsequent application amendments.

Property Owner (If Applicable)			
Signature:			Date:
Address:	City, State:		Zip:
Phone:			
Sworn to and subscribed before me this__________day of______________, 20_____			
Notary Public:			

Property Owner (If Applicable)			
Signature:			Date:
Address:	City, State:		Zip:
Phone:			
Sworn to and subscribed before me this__________day of______________, 20_____			
Notary Public:			

Property Owner (If Applicable)			
Signature:			Date:
Address:	City, State:		Zip:
Phone:			
Sworn to and subscribed before me this__________day of______________, 20_____			
Notary Public:			

Applicant/Petitioner
Notarized Certification

Petitioner states under oath that: (1) he/she is the executor or Attorney-In-Fact under a Power-of- Attorney for the owner (attach a copy of the Power-of-Attorney letter and type name above as "Owner"); (2) he/she has an option to purchase said property (attach a copy of the contract and type name of owner above as "Owner"); (3) he/she has an estate for years which permits the petitioner to apply (attach a copy of lease and type name of owner above as "Owner").

Applicant / Petitioner

Signature: [signature] Date: 4/18/2018

Address: 5030 Nesbit Ferry Ln City, State: Atlanta Zip: 30350

Phone: 678-570-1177

Sworn to and subscribed before me this 18 day of [illegible], 2018

Notary Public: Victoria B. Curran

VICTORIA B CURRAN
MY COMMISSION EXPIRES
NOTARY
PUBLIC
FEBRUARY 14, 2021
COBB COUNTY, GEORGIA

Attorney / Agent

Signature: Date:

Address: City, State: Zip:

Phone:

Sworn to and subscribed before me this__________day of______________, 20_____

Notary Public:

THE CITY OF STONECREST GEORGIA

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☐ No

Applicant / Owner	
	Signature:
	Address:
	Date:

If you answered yes above, please complete the following section:

Date	Government Official	Official Position	Description	Amount

THE CITY OF STONECREST GEORGIA

Campaign Disclosure Statement

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $250.00 or more to a member of the City of Stonecrest City Council or a member of the City of Stonecrest Planning Commission?

☐ Yes ☒ No

Applicant / Owner	
	Signature: [signature]
	Address: 5030 Nesbit Ferry Lane, Atlanta GA 30350
	Date: April 19, 2018

If you answered yes above, please complete the following section:

Date	Government Official	Official Position	Description	Amount

SEARLES FOUNDATION

Beverly J. Searles Foundation, Inc.
Letter of Intent – SLUP-18-003

Introduction to the Applicant

Beverly J. Searles Foundation, Inc. ("Searles Foundation" or "Applicant" below) seeks to develop and strengthen its communities by providing quality affordable housing, excellent resident, and development services to its residents through high standards, extraordinary experiences and concentrated holistic approach to health and wellness program offerings. We are focused on community revitalization and transformation by new construction and redevelopment of obsolete commercial spaces. Our vision statement is

> *A better way to develop communities, creating extraordinary experiences for seniors and veterans at affordable rents and a special focus on fostering healthy lifestyle choices.*

Searles Foundation is a 501(c)(3) nonprofit organization founded in 2007 by Richard Searles and David Searles in honor of their late mother Beverly Jones Searles. David Searles began in 1971 developing commercial, office, multifamily and mixed use in Connecticut, Florida, Georgia and Tennessee. In 1976, Richard Searles starting single-family building homes in Georgia. The Searles Foundation team has been continuously focused on developing age-restricted and senior communities since 1995.

Existing Conditions of 6757 Covington Highway

The subject property was zoned for Neighborhood Commercial at least 10 years ago. The subject and the vacant parcel on the east boundary of the Subject have been vacant and for sale for years. .

Intended Use of 6757 Covington Highway

Searles Foundation intends to utilize a variety of funding sources including Private Activity Bonds to develop a multiple-phase mixed income retirement community that will have a total of 220 to 250 units (an estimated 144 units in phase 1). Tentatively the community will be called "Legacy at Stonecreste". Applicant requests approval for building heights of 55 feet in four (4) story buildings for senior independent living. Exterior materials will be stone, brick and HardiPlank. Applicant commits to use the latest energy-conservation and "green energy" systems and equipment. Since Searles Foundation will own this community for at least 18 years, and we include utilities in the rents, we are vitally concerned about sustainability and efficiency. Decatur-based Martin Riley Associates (MRA) is project architect. MRA is one of the most experienced architects in the Southeast and has received dozens of awards for excellence in design. MRA will design Stonecrest Senior Village with input from the City staff and community leaders. It will be a unique plan that may use concepts from Searles Foundation communities shown below.

Special Land Use Criteria for 6757 Covington Highway

a. Adequacy of the size of the site for the use contemplated and whether or not adequate land area is available for the proposed use including provision of all required yards, open space, off-street parking, and all other applicable requirements of the zoning district in which the use is proposed to be located;

The size of the site is adequate for our intended use as 220 – 240 age-restricted independent living / senior living units.

b. Compatibility of the proposed use with adjacent properties and land uses and with other properties and land uses in the district;

Our intended use will complement and add to the other uses in the district, including banking, restaurant and grocery on the north side of Covington Highway (outside the City).

c. Adequacy of public services, public facilities, and utilities to serve the use contemplated;

Other than DeKalb Watershed Management for sanitary sewer, existing public service and facilities are adequate for our intended use as 220 – 240 age-restricted independent living / senior living units.

d. Adequacy of the public street on which the use is proposed to be located and whether or not there is sufficient traffic-carrying capacity for the use proposed so as not to unduly increase traffic and create congestion in the area;

Covington Highway is adequate for our intended use as 220 – 240 age-restricted independent living / senior living units. Many of our residents will not drive.

d. Whether or not existing land uses located along access routes to the site will be adversely affected by the character of the vehicles or the volume of traffic generated by the proposed use;

Covington Highway is the only point of access. No existing land uses will be adversely affected by our intended use as 220 – 240 age-restricted independent living.

e. Ingress and egress to the subject property and to all proposed buildings, structures, and uses thereon, with particular reference to pedestrian and automotive safety and convenience, traffic flow and control, and access in the event of fire or other emergency;

Our main entrance will be on Covington Highway. We intend to also have a second point of emergency access (fire and EMT, probably a gravel drive with gate).

f. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of noise, smoke, odor, dust, or vibration generated by the proposed use;

No existing land uses will be adversely affected by our intended use as 220 – 240 age-restricted independent living.

g. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the hours of operation of the proposed use;

No existing land uses will be adversely affected by our intended use as 220 – 240 age-restricted independent living.

h. Whether or not the proposed use will create adverse impacts upon any adjoining land use by reason of the manner of operation of the proposed use;

No existing land uses will be adversely affected by our intended use as 220 – 240 age-restricted independent living.

i. Whether or not the proposed plan is otherwise consistent with the requirements of the zoning district classification in which the use is proposed to be located;

Our intended use will complement and add to the other uses in the district, including banking, restaurant and grocery on the north side of Covington Highway (outside the City).

j. Whether or not the proposed use is consistent with the policies of the comprehensive plan;

We believe that as the City of Stonecrest updates its comprehensive plan, our intended use will complement and be consistent with such plan.

k. Whether or not the proposed plan provides for all required buffer zones and transitional buffer zones where required by the regulations of the district in which the use is proposed to be located;

We meet buffer zone requirements.

l. Whether or not there is adequate provision of refuse and service areas;

Like Antioch Manor Estates, Antioch Villas, The View and others, this new community will adequately provide refuse and service areas.

m. Whether the length of time for which the special land use permit is granted should be limited in duration;

We request no time limits.

n. Whether or not the size, scale and massing of proposed buildings are appropriate in relation to the size of the subject property and in relation to the size, scale and massing of adjacent and nearby lots and buildings;

Martin Riley Associates is one of the most experienced and decorated architects for this product in the Southeast. All plans will be appropriate for the subject property.

o. Whether the proposed plan will adversely affect historic buildings, sites, districts, or archaeological resources;

No existing land uses will be adversely affected by our intended use as 220 – 240 age-restricted independent living.

p. Whether the proposed use satisfies the requirements contained within the supplemental regulations for such special land use permit;

Yes, as far as we know.

q. Whether or not the proposed building as a result of its proposed height will create a negative shadow impact on any adjoining lot or building;

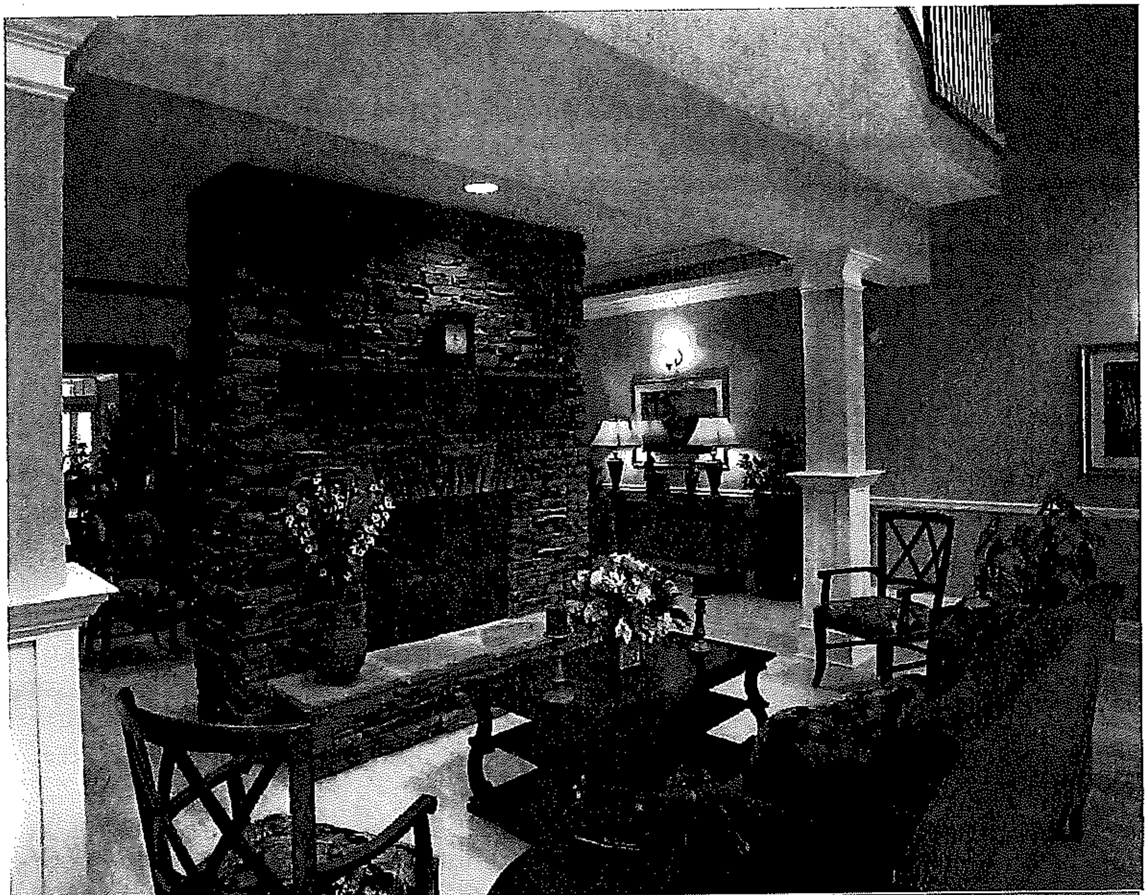
No existing land uses will be adversely affected by our intended use as 220 – 240 age-restricted independent living.

r. Whether the proposed use would result in a disproportionate proliferation of that or similar uses in the subject character area; and

No existing land uses will be adversely affected by our intended use as 220 – 240 age-restricted independent living.

t. Whether the proposed use would be consistent with the needs of the neighborhood or to the community as a whole, be compatible with the neighborhood.

Demand is virtually unlimited for high quality, energy-efficient affordable age-restricted senior living.



Above is Wisteria Gardens of Newnan, affordable seniors housing opened in October 2017.

Above is Myrtle Terraces, Gainesville, GA affordable senior housing.

Housing Tax Credit Communities (existing)

Beverly J. Searles Foundation only develops with Housing Tax Credits.

Community	Open	Total Units / Affordable Units	Plan of Finance & Searles Roles
Live Oak Villas[1] (Midway, Liberty County) DCA #2015-052)	Q4 2017	60 / 59	Equity partner is AEP. Sterling Bank Construction Loan, USDA Perm Loan. BJS Foundation owns the General Partner ("GP"). DCA 9% credits.
Wisteria Gardens Newnan[2] (Newnan) DCA #2014-021	Q4 2017	120 / 97	Equity partner is AEP. Sterling Bank Construction Loan. BJS Foundation owns the GP. DCA 9% credits.
The View[3] (Stone Mountain) DCA #2013-011	Q4 2015	80 / 75	Equity partner is Hudson Capital, BJS Foundation partnership with Housing Authority of DeKalb County (HADC) and its affiliate Housing Development Corporation (HDC). DCA 9% credits.
Myrtle Terraces Phase 1[4] (Gainesville, Hall County) DCA #2012-057	Q1 2014	84 / 76	Equity partner is AEP. Sterling Bank Construction Loan, Community Development Trust Perm Loan. BJS Foundation owns the GP. DCA 9% credits.
Antioch Villas + Gardens[5] (Stone Mountain) DCA #2009-042	Q2 2012	106 / 90	Equity partner is Red Stone Equity Partners. BJS Foundation was co-developer with Mercy Housing and Antioch A.M.E. Construction and perm debt from JP Morgan Chase. DCA 9% credits.
Sweetwater Terraces (Duluth)[6] DCA #2006-502	Q3 2008	165 / 149	Equity partner is PNC Real Estate. Washington Mutual Construction, Chase Bank Perm Loan. CRT was the Developer. BJS Foundation owns GP interest. DCA 4% credits.
Lillie R Campbell House (Atlanta)[7] DCA #2006-510	Q4 2008	96 / 86	Equity partner is AEGON USA Realty Advisors. Washington Mutual Construction, Chase Bank Perm Loan. CRT was the Developer. DCA 4% credits.
Antioch Manor Estates (Stone Mountain) DCA #2003-043	Q3 2005	120 / 96	Equity Partner is AIG SunAmerica. CRT developed with Antioch AME Community Development Corporation. Bank of America construction loan, Chase Bank Perm Loan. DCA 9% credits.

[1] **BJS Live Oak Villas, LP**, a BJS Foundation affiliate, owns 60 Villas for veterans and families on 17.3 acres in Midway, Liberty County, GA. AEP is equity partner.

[2] **BJS Wisteria One, L.P.**, a BJS Foundation affiliate, owns 120 units of mixed income senior housing including apartments and villas called **Wisteria Gardens of Newnan** on 13.329 acres in Newnan, Coweta County. AEP is our equity partner. The land sellers made a separate $1,000,000 charitable contribution of 6.694 acres zoned commercial and senior housing.

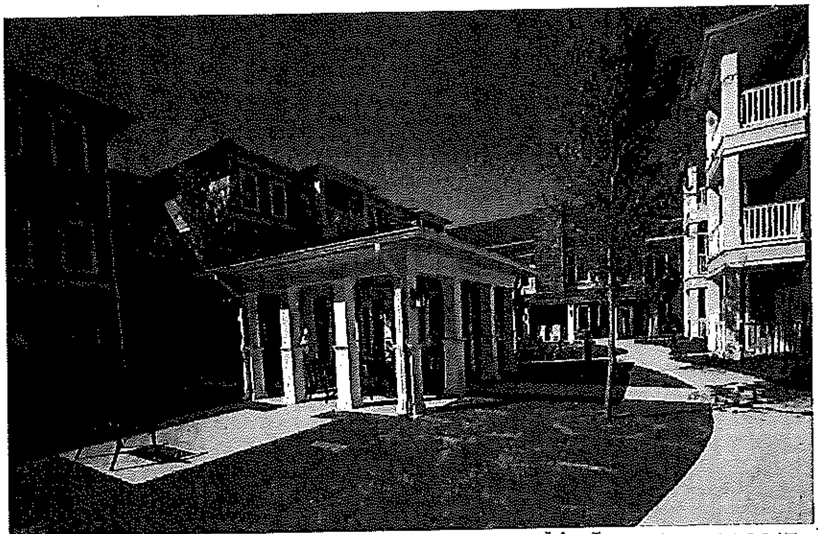
[3] **Mountain View Senior Residences, LP.** owns 80 units of affordable elderly units in Stone Mountain are called "The View". HADC and HDC own 80% of the GP, and a BJS Foundation subsidiary owns 20% of the GP. Financing partners are Bank of America Merrill Lynch, HUD RAD, HOME Loan, Hudson Capital, Direct Tax Credits and Community Development Trust.

[4] **Myrtle Terraces, LP**, a BJS Foundation affiliate, owns 84 mixed income senior apartments on 7.17 acres of land previously owned by Pacolet Milliken Enterprises, Inc. and its predecessors since the 1890's. **Brenau University** College of Health Sciences and BJS Foundation provide services to residents. BJS Foundation owns 8.39 acres for Myrtle Terraces Phase 2.

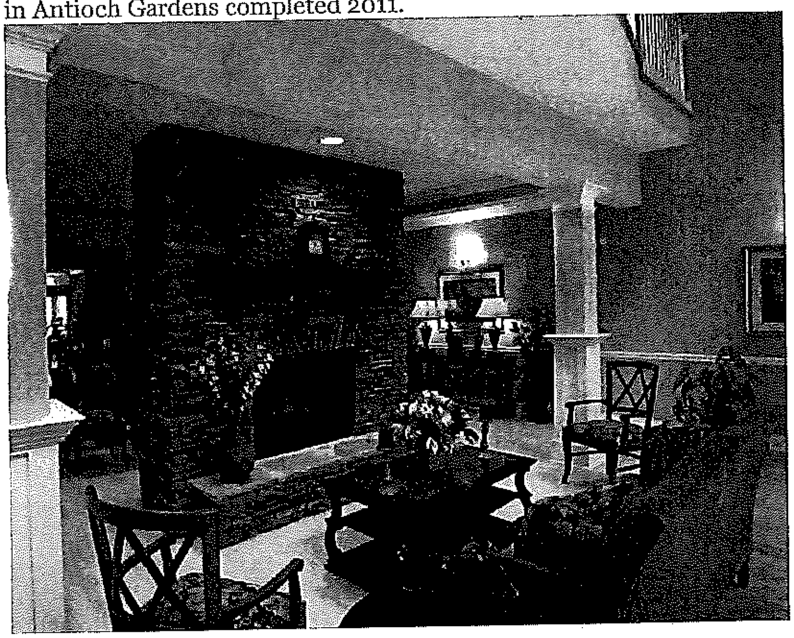
[5] The Searles Team has served **Antioch A.M.E. Church** since 2002. BJS Foundation has no ownership interest. **Antioch Manor Estates, LP** owns 120 units of mixed income senior apartments. **Antioch Villas, LP** owns 106 units of mixed income villas and apartments.

[6] **Belmont Duluth, LP**, a BJS Foundation affiliate, owns 165 units of mixed income senior housing on 4.65 acres in Gwinnett County, GA. PNC Real Estate is the equity partner.

[7] The Searles Team has served **Lillie R. Campbell House** since 2005. BJS Foundation has no ownership interest. **Lillie R. Campbell House, LP** owns 96 units of mixed income senior apartments.



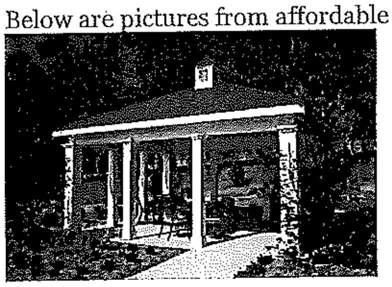
Above is Myrtle Terraces, Gainesville GA, opened in January 2015 2017. Below is one of the common areas in Antioch Gardens completed 2011.

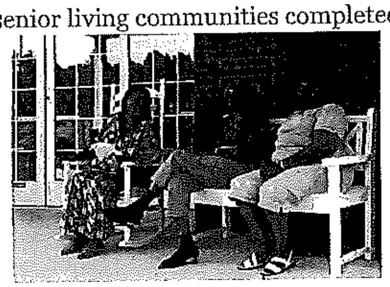


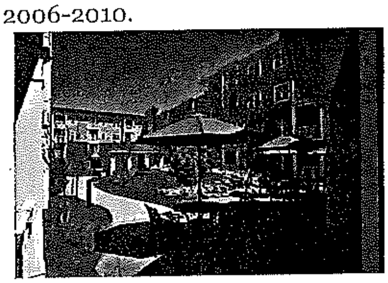
Above is Myrtle Terraces, Gainesville, GA affordable senior housing.

Above is Wisteria Gardens of Newnan, affordable seniors housing opened in October 2017.

Below are pictures from affordable senior living communities completed 2006-2010.







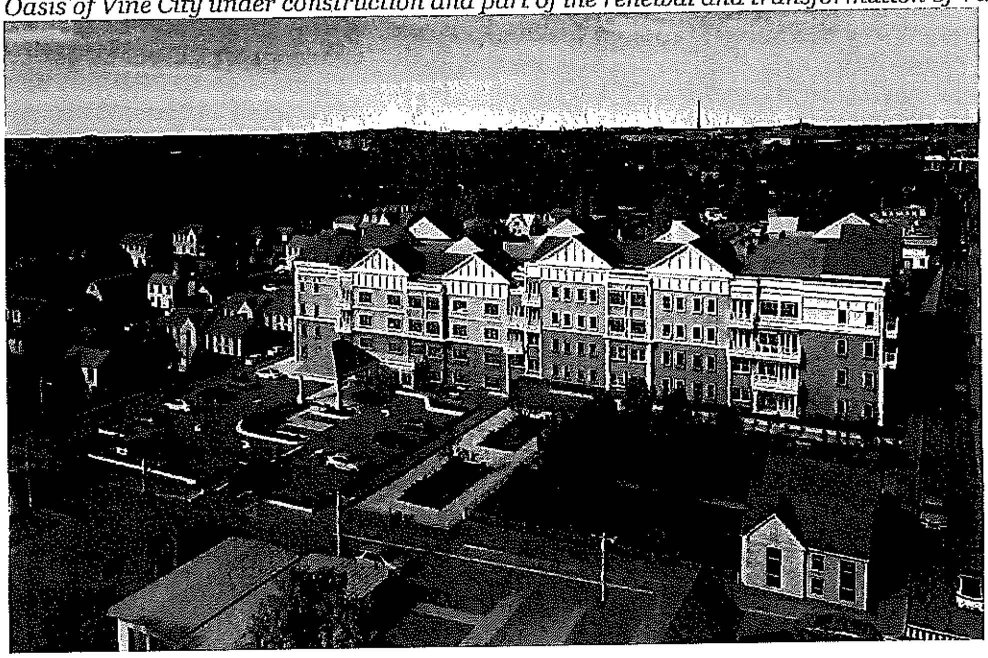
Housing Tax Credit Communities (upcoming 2018-2019)

Community	Timing	Units	Plan of Finance, BJS Foundation Roles
Wisteria Place (Floyd Road, Mableton, Cobb County) DCA #2016-051	Construction started Q4 2017	104 / 83	2016 tax credit allocation from Georgia Department of Community Affairs. Equity partner is AEP; construction loan from Sterling Bank. BJS Foundation owns.
Higher Ground Oasis of Vine City, L.P.[8]	2015-present	105 / 105	Bonds issued on March 1, 2018, by Urban Residential Finance Authority of Atlanta. Bonds purchased by PNC Bank. Housing Tax Credit equity from PNC Real Estate and Cabretta Capital.

[8]The site owned by **Higher Ground Oasis of Vine City, LP** is located across from the Church at 561 Spencer Street NW, Atlanta GA 30314. Oasis of Vine City will have 105 residential units. Total project development costs of $19,423,307 will be funded with URFA-issued bonds, $3,000,000 DCA HOME loan, $1,000,000 Invest Atlanta (Vine City Trust Fund), PNC Real Estate bridge and construction loan, Federal Tax Credit equity, Cabretta Capital - Georgia Tax Credit equity and Community Development Trust long term bondholder. BJS Foundation and a local church own the GP. BJS Foundation is the developer. The church will receive part of the Development Fee and will eventually buy out BJS Foundation for $10.

Starnes Senior Living (Clarkston, GA)	2016-present	128 / 128	4% LIHTC. Partnership with **HADC** and **HDC**. FHA 221(d)(4) proposed Construction-Perm BJS Foundation is Co-Developer and Co-General Partner with **HDC** and **HADC**.
McEachern Village (2236 Old Villa Rica Rd. Powder Springs, Cobb County)	2016-present	128 / 128	4% LIHTC. Development Authority of Cobb County Bond Inducement May 23, 2017. Partnership with **Marietta Housing Authority** and its subsidiary Lemon Street Development Corporation. BJS Foundation and **Lemon Street Development Corporation** are the Developers.

Oasis of Vine City under construction and part of the renewal and transformation of Vine City



Profiles of BJS Foundation Team Members

Philip E. Searles
A native of Atlanta, Philip is our leader for the next generation. After earning a degree in Accounting from the University of Alabama he began his career working at the Reznick Group as an auditor of affordable housing properties, routinely compiling financials from both construction and operating general ledgers. Answering the call to be with his family more, Philip joined the Beverly J. Searles Foundation, a nonprofit housing developer, in 2008. He has become an advocate for providing affordable housing choices for Georgia residents, while encouraging programming that enhances resident's health, wellness and spiritual growth through the Beverly J. Searles Foundation Resident Services. One of his most recent communities was awarded a Charles L. Edson Tax Credit Excellence Award in 2016.

David Russell
David Russell contracts with BJS as a project manager responsible for providing development services. Previously as development officer for Sunrise Senior Living and vice president of CRT Realty & Development, David has been instrumental in the development of 22 senior housing properties with development costs in excess of $250 million as he continues to build his portfolio of experience with BJS Foundation. David's expertise entails the planning, site selection, design, entitlement and construction related processes unique to the senior housing arena. David earned a B.S. in Political Economy at Tulane University and a M.B.A. in Finance from Emory University.

Debbie A. Gallogly
Debbie joined the BJS team in charge of Operations in April 2009 and was awarded the title of Chief Operations Officer in 2011. She joined the BJS Foundation team in Spring 2004. Other work experience

includes work in the non-profit sector. Debbie began work for Wildlife Action, Inc., a nonprofit sportsman group, in 1983 as the head of Public Relations for the National Chapter headquartered in South Carolina, and served as the Environmental Chairperson for a chapter, working with state agencies, state legislature and other sportsmen/environmental groups on state and local issues. She joined the Lancaster County School District as the Volunteer Coordinator in 1997 for a school of 850 students and 60 faculty members in Fort Mill, SC. Debbie's education includes study as a voice major/English major at Francis Marion University, North Greenville College and USC Spartanburg.

Victoria B. Curran

Victoria joined the BJS Foundation team as controller in 2017. A native of Minnesota by way of Tuscaloosa, Alabama, she and her family lived in New York for many years before moving to Atlanta. She is a lover of British mysteries, Cavalier King Charles Spaniels and political intrigue. During her career she has worked for financial institutions, governmental agencies, CPA firms and volunteered with several nonprofits. She has joined the BJS Foundation because of her love of helping other people. A graduate of Miami University of Ohio with a B.S. in Accountancy, she has been a member of the New York Society of Certified Public Accountants and is a member of the Georgia Society of CPAs.

Richard D. Searles

Since August 1995, Rick has been active in the senior housing industry working with several of the country's leading providers of senior housing and assisted living. Rick began working with Sunrise Senior Living, Inc. in its Southeast expansion in 1995. Prior to his senior housing development activities, Rick Searles was the Project Manager for a massive national due diligence contract with Resolution Trust Corporation (RTC), an instrumentality of the United States of America. This assignment was to analyze value and prepare for sale over $1.6 billion of hotels, golf courses, land and other assets. Rick Searles is versed in all senior housing aspects such as design, development consulting, specifics of operations, legislative actions to promote the industry, licensing and permitting issues. Also, he oversees preparation of market feasibility studies, competition analysis, caregiver criteria, projections and business plans.

David S. Searles, Jr.

After service, Harvard Business School and a short time on the Harvard Business School faculty, David Searles began his real estate career in 1971 developing an office in a Connecticut suburb of New York City. Beginning in 1973 he CFO for a large publicly-traded (SEC registered) land development company based in Miami, Florida. In mid-1975, David moved to Atlanta to oversee development and management of a 625-acre golf course planned community in Roswell for the 14 banks that had become land owners. Later as a general partner, developer and owner, David owned and developed apartments and land in Tennessee and Georgia staring in 1977. David and his now retired business partner were general partners for 10 years in a partnership with Federal Deposit Insurance Corporation. David was a Director of Tucker Federal Savings and Loan Association, a $320 million thrift institution, and its parent holding company, Eagle Bancshares, Inc. (now part of PNC Bank). He currently is Manager of Searles Realty Associates, LLC. SRA is a joint venture partner in a $40 million retirement community under construction in west metro Atlanta.

Malcolm Kilpatrick

Malcolm Kilpatrick is co-founder of Chase Properties Associates, LLC, CRT Trust Advisors, Inc. and affiliated companies. He received a B.S. in Business Administration from the University of North Carolina in 1963 and completed advanced training in real estate appraisal from the American Institute of Real Estate Appraisers. Since 1967, Malcolm initially as a commercial mortgage banker and ultimately as a real estate developer and owner has developed, financed, invested in and managed numerous real estate investments for partnerships in which he was a managing partner. Malcolm has personally negotiated and administered complex real estate contracts, acquisitions and closings exceeding $125 million in value. He is particularly experienced in multi-family developments, commercial land and single-family developments.

Jared Young

Jared is currently working with the BJS Foundation to identify new development sites throughout Metro Atlanta and the State of Georgia. He also serves on consultative basis throughout the development process, from entitlement through completion of construction. With a diverse background that started in corporate transformation consulting and then transitioned to land and development services for single and multi-family development, Jared has over 11 years of experience in project execution across real estate, finance, technology, and operations organizations. Jared will assist BJS Foundation in project management services, giving BJS Foundation greater resource flexibility and focus throughout the life of the project.

Searles Team References

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AEP (equity) and Sterling Bank (construction) are financing Wisteria Gardens Newnan, Live Oak Villas of Midway, Lovejoy Place and Wisteria Place Mableton. Sterling Bank, AEP and CDT financed **Myrtle Terraces**.

Jacob Engle
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Jordan Allen
Asset Manager, PNC Real Estate
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Jordan.allen@pnc.com

Guiding Principles

BJS Foundation accomplishes our Vision and Mission goal by providing housing and services to Senior Adults aged 55+ and veterans and families. BJS Foundation is a leader in public-private oriented development and offers best of class practices to create and operate mixed use, mixed income communities integrated within the community. We are Georgia Department of Community Affairs (DCA) approved Owners and Developers. Our guiding principles include the following:

- Develop and invest in affordable, program-enriched housing for seniors, veterans and people with special needs who may not otherwise have access to quality, energy-efficient and safe housing.
- Sponsor and support stable, vibrant, and healthy communities.
- Provide development services, strategic planning, financial and asset management, access to capital markets to the communities.
- Represent the present and future interests of the communities and their residents.
- Residents first in everything we do.
- The best interests of the total organization are prioritized over any single individual's or a group's interests, personalities, or political behaviors.

Service to God

For many Searles Team members, service to God is our highest goal and priority. In a small way we think we can help do God's work through our housing, programming and passion. BJS Foundation, and almost all our subsidiaries and affiliates, include in organizational documents, IRS filings and DCA applications the following underlying statements of our passion, determination and dedication:

- They will still bear fruit in old age, they will stay fresh and green, proclaiming "The Lord is upright; he is my Rock, and there is no wickedness in him. *Psalm 92:14-15*
- You sent a gracious rain, O God, upon your inheritance; you refreshed the land when it was weary. Your people found their home in it; in your goodness, O God, you have made provision for the poor. *Psalm 68:9-10*
- Go and enjoy choice food and sweet drinks, and send some to those who have nothing prepared. This day is holy to our Lord. Do not grieve, for the joy of the Lord is your strength. *Nehemiah 8:10*
- Suppose a brother or sister is without clothes and daily food. If one of you says to them, 'Go in peace; keep warm and well fed,' but does nothing about their physical needs, what good is it? In the same way, faith by itself, if it is not accompanied by action, is dead. *James 2:15-17*
- And if I go and prepare a place for you, I will come back and take you with me that you also may be where I am. *John 14:3*
- I pray that out of his glorious riches he may strengthen you with power through his Spirit in your inner being, so that Christ may dwell in your hearts through faith. And I pray that you, being rooted and established in love, may have power, together with all of God's people, to grasp how wide and long and high and deep is the love of Christ, and to know this love that surpasses knowledge – that you may be filled to the measure of all the fullness of God. *Ephesians 3:16-19*
- Therefore, strengthen your feeble arms and weak knees. Make level paths for your feet, so that the lame may not be disabled, but rather healed. *Hebrews 12:12-13*

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DEP

Beverly J. Searles Foundation, Inc.

5030 Nesbit Ferry Lane, Atlanta GA 30350
E: dsearles@mba1970.hbs.edu

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Invitation to Public Participation Meeting

Thursday, March 29, 2018
7:00 PM
Fairfield Inn & Suites
7850 Stonecrest Square, Lithonia GA 30038

Beverly J. Searles Foundation has filed with the City of Stonecrest a Rezoning Application for a vacant 9.3 acre site with an address of **6757 Covington Highway, Lithonia GA 30058.** This vacant land is located on the south side of Covington Highway diagonally across from Wells Fargo Bank. We are on the same side of the road as Walgreen's, 0.3 miles east of Walgreen's and 0.2 miles east of Sonic Drive-In.

BJS Foundation applied to rezone to MR-2 from C-1. The subject parcel has been planned and zoned for neighborhood retail for at least the past 10 years.

BJS Foundation is a not-for-profit developer and owner of mixed income age-restricted housing in Georgia. Today almost 2,000 people woke up in bedrooms that the founders of BJS Foundation and the Foundation planned, developed and/or own. Most of our residents are aged 70+ plus, but we do have a few "youngsters" in their late 50's and 60's. The nearest communities that our officers helped develop is Antioch Manor. Antioch Gardens and Antioch Villas representing 226 units of age-restricted mixed income housing. As of today in various locations around Atlanta, BJS Foundation has another 439 units of affordable senior living in development and under construction.

Subject to City of Stonecrest approvals and available financing, Beverly J. Searles Foundation plans to create "Stonecrest Senior Living" to eventually offer 200+ units of energy efficient, safe, secure affordable housing restricted to folks aged 62 and up. My mother's name is on the Foundation and we only want the best possible communities.

We would be delighted to answer any questions at the Public Participation Meeting or those send by email or USPS.

God's best,

David S. Searles, Jr.

FORESITE
group

3740 Davinci Court, Suite 100
Peachtree Corners, Georgia 30092
o | 770.368.1399
f | 770.368.1944
w | www.fg-inc.net

RECEIVED
3 | 6 | 18
P | Z Dep

Trip Generation Memo - March 6, 2018:

To: Robert Skrobot
1800 Parkway Place
Suite 700
Marietta, GA 30067

Re: Stonecrest Senior Trip Generation – Lithonia, GA

A development consisting of a Senior Attached Housing with 128 units is proposed along the south side of Covington Hwy near the intersection with Woodcrest Walk. The project trips for the proposed development were calculated using equations contained in the Institute of Transportation Engineers' (ITE) latest *Trip Generation Manual*, 9th Ed, 2012. Table 1 summarizes the trip generation for the proposed development.

Table 1: Trip Generation

Project Land Use	Project Density	Project Trips Total	Project Trips Inbound	Project Trips Outbound	ITE Code	Variable	Equation Used[1]	In/Out Distribution
Senior Adult Housing - Attached	128 DU				220	Dwelling Units		
Daily		402	201	201			$T = 2.98(X) + 21.05$	50% / 50%
AM Peak Hour		25	9	16			$T = 0.20(X) - 0.13$	34% / 66%
PM Peak Hour		32	17	15			$T = 0.24(X) + 1.64$	54% / 46%

Note: [1] Where: T = Trips; X = Density by Variable

The proposed development is anticipated to generate 402 new daily trips (201 inbound and 201 outbound) with the PM peak being the highest with the 25 new trips (9 inbound and 16 outbound) and 25 new AM trips (17 inbound and 15 outbound).

Please contact me or Blake Bredbenner at 770-368-1399 if you have any questions or need additional information. Thank you for your time and consideration.

Sincerely,

FORESITE GROUP, INC.

Sameer S Patharkar
Project Manager

ATWELL

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P|2 Dep

March 6, 2018

City of Stonecrest
Community Development Department
3120 Stonecrest Blvd.
Stonecrest, Georgia 30038

RE: Rezoning Environmental Site Analysis Letter for 6757 Covington Hwy (Stonecrest Senior Living)

To Whom It May Concern:

On behalf of our client, DeKalb County Housing Authority (DCHA), this letter is submitted as part of a rezoning application package for the proposed development named "Stonecrest Senior Living." The property is proposed to be rezoned from C-1 to MR-2, in order to be used as medium-density residential for market-quality affordable senior housing. The following land use and environmental topics have been analyzed as part of the rezoning application.

Conformance to Comprehensive Plan

a) The subject property, located on the south side of Covington Highway and north of Hillvale Road, is a currently vacant lot with an area of approximately 9.3 acres which slopes gently from west to east. The property is covered with shrubs, small trees and grass, with a stream identified on its southeast corner.
b) The property is bordered to the south by single family residential zoned R-100, to the east by an auto sale business zoned C-1, to the west by an office building zoned O-I, and across the street to the north by a church and Kroger shopping center. A site plan for the proposed development is included in this submittal.
c) The DeKalb County Comprehensive Land Use Plan 2035 identifies the vicinity in which the property is located as "Suburban" future land use, with "Neighborhood Center" in close proximity to the north and west. "Suburban" future land use includes the primary uses of townhomes and assisted living facilities, which are similar to the proposed property use of multifamily senior living. The proposed zoning of MR-2 and density of 25 units per acre does not fall within the recommended characteristics of the future land use; however, the proposed land use compliments the mixed-use nature of the surrounding area, which includes current land uses of single family residential, office, commercial, and a place of worship.
d) The 2035 Comprehensive Future Land Use Map is included with this submittal, and the vicinity of the property is marked in red.
e) The proposed rezoning and property development compliments the surrounding area of current land uses. While multifamily residential is not recommended for "Suburban" future land use, the property is in close proximity to "Neighborhood Center" future land use, which allows multifamily residential.

Environmental Impacts of Proposed Project

f) Wetlands – No wetlands are identified on the US Fish and Wildlife Service National Wetlands Inventory website. No wetlands were identified in the field.
g) Floodplain – No floodplains are located onsite according to FEMA map 13089C0159J, dated 5/16/2013. No floodplains were identified in the field.

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i) Proposed open space will preserve the existing stream and stream buffer. The US Fish & Wildlife service identifies the potential presence onsite of a number of aforementioned migrating birds. However, due to the absence of mature trees, it is probable that the proposed development will not have an adverse impact on wildlife.

Thank you for your consideration,

Robert Skrobot, P.E.
Project Manager

1800 Parkway Place, Suite 700, Marietta, GA 30067 Tel: 770.423.0807 Fax: 770.423.1262
www.atwell-group.com

PLOTTED: May 15, 2016 - 2:10pm LOCATION: P:\Clarkston, GA\Prelim\... Plotted By: ... - Copyright 2016

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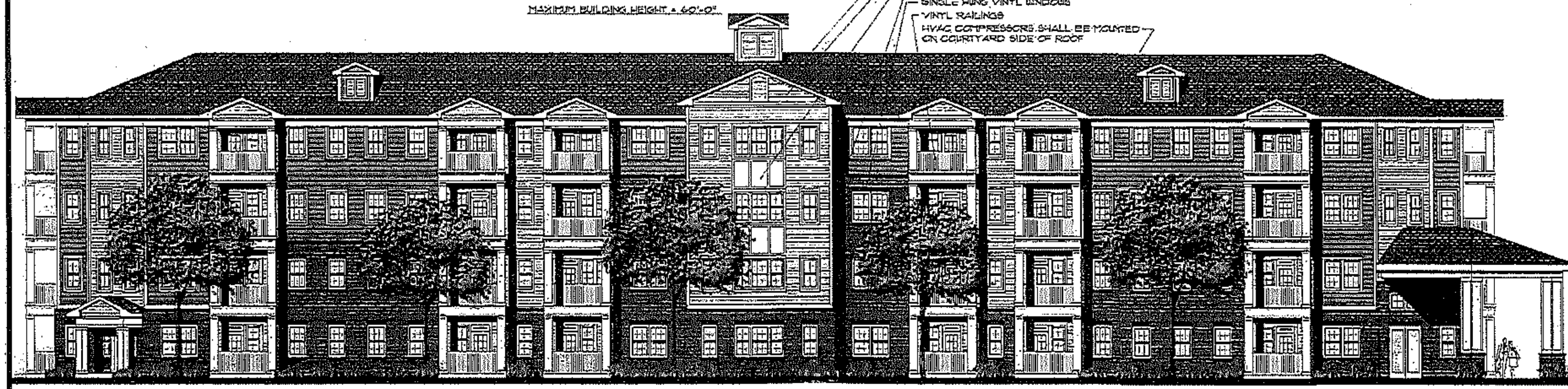


1 CONCEPTUAL ELEVATION
1/8" = 1'-0"   CLARKSTON INDUSTRIAL BLVD

SCALE: 1/8" = 1'-0"

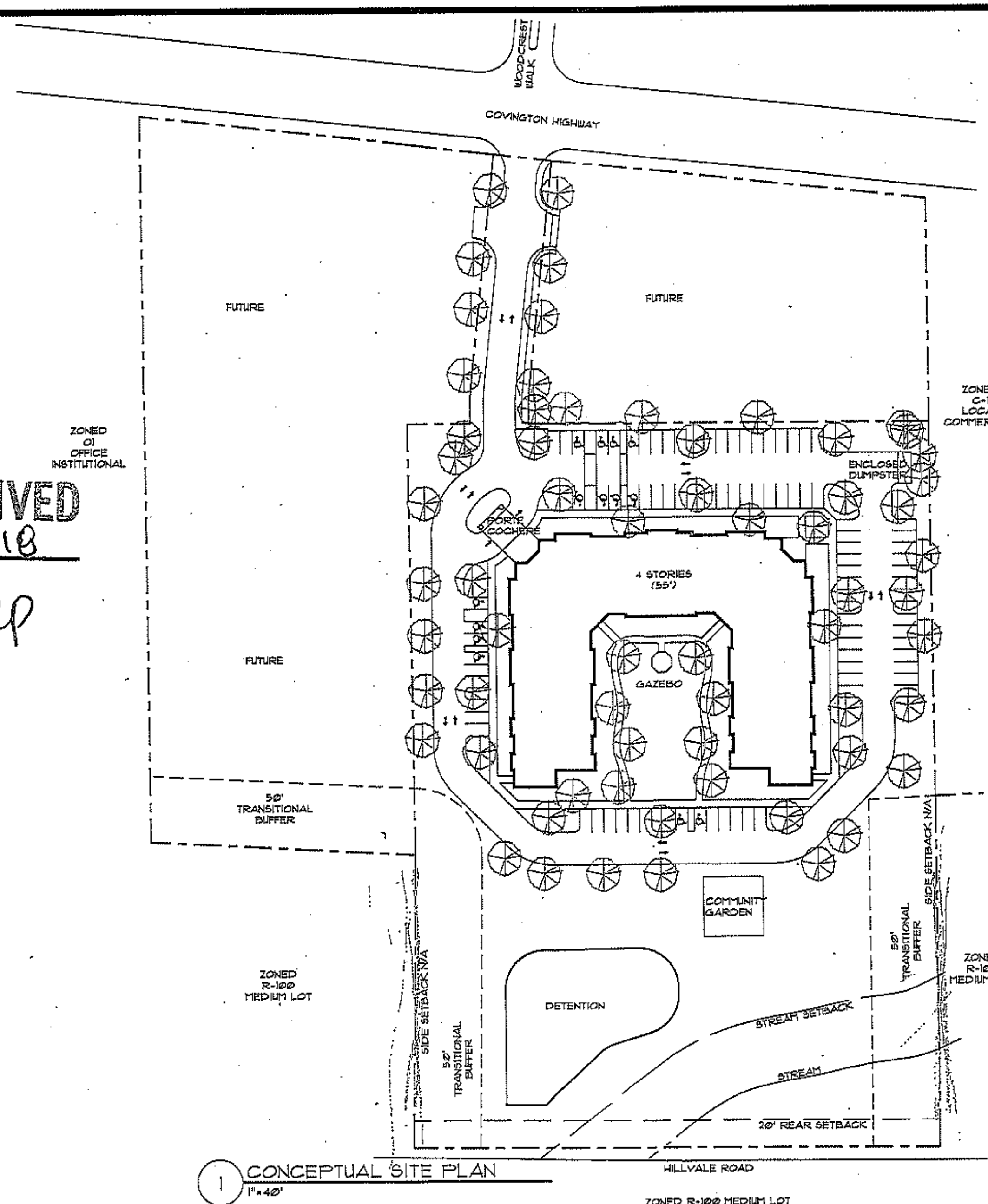
MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
215 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800

STARNES SENIOR LIVING
CLARKSTON, GA

PROJECT	2016-012
DATE	11/15/16
DRAWN BY / CHECKED BY	DET

CE1

NOT RELEASED FOR CONSTRUCTION



1 CONCEPTUAL SITE PLAN
1"=40'

LAND USE
MARKET QUALITY AFFORDABLE ELDERLY HOUSING

CURRENTLY ZONED C-1

PROPOSED ZONING: MR-2
(MEDIUM DENSITY RESIDENTIAL-2)

SITE AREA
5.12 ACRES
223,191 S.F.

4 STORY BUILDING WITH ELEVATOR
114,652 GROSS S.F.
28,663 S.F. BUILDING COVERAGE

128 UNITS
25.0 UNITS / ACRE
MINIMUM UNIT AREA = 544 S.F.

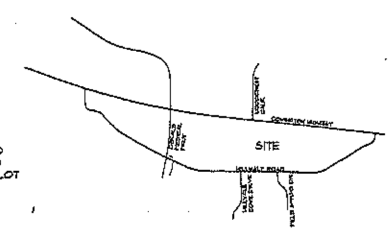
ALL UNITS SHALL BE HANDICAPPED ADAPTABLE, WITH MORE THAN 15 UNITS FULLY HANDICAPPED ACCESSIBLE

88 PARKING SPACES
0.6875 SPACES / UNIT

MAXIMUM BUILDING HEIGHT = 4 STORIES (60'-0")
ACTUAL BUILDING HEIGHT = 4 STORIES (55'-0")

OPEN SPACE REQUIRED MINIMUM = 15%
OPEN SPACE ACTUAL = 40%

LOT COVERAGE MAXIMUM = 75%
LOT COVERAGE ACTUAL = 66%



2 LOCATION MAP
NTS

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PROJECT 2018
DATE 3/26/18

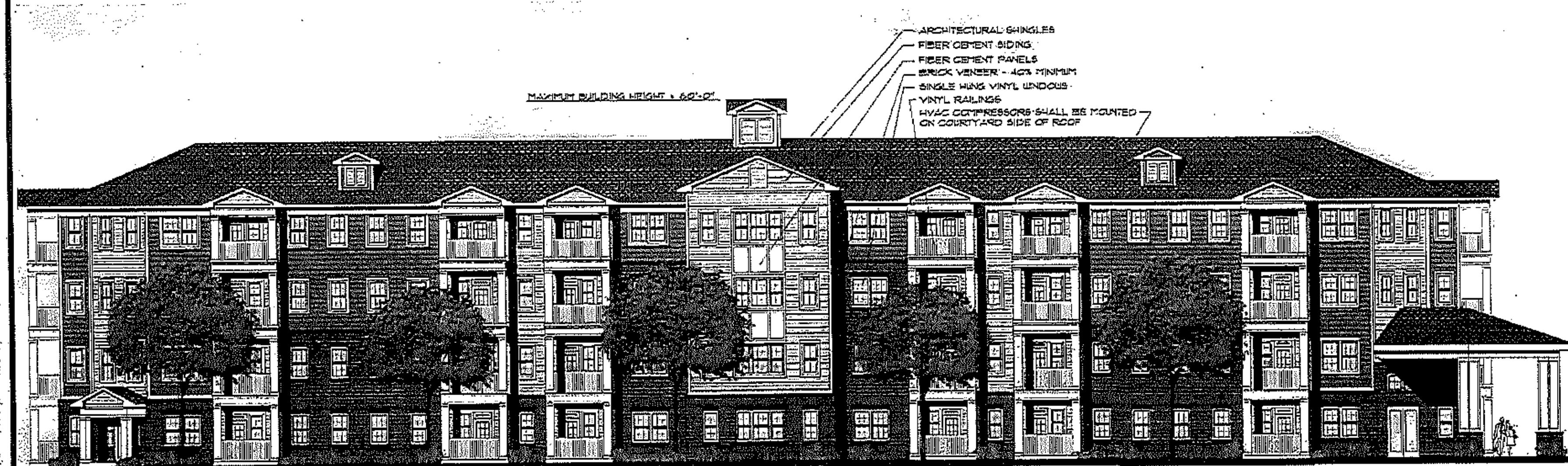
MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
215 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800

SENIOR APARTMENTS
STONECREST, GA

NOT RELEASED FOR CONSTRUCTION

CSP1

RECEIVED
3/6/18



1 CONCEPTUAL ELEVATION
1/8"=1'-0"
CLARKSTON INDUSTRIAL BLVD

SCALE: 1/8" = 1'-0"

MARTIN RILEY ASSOCIATES - ARCHITECTS, P.C.
215 CHURCH STREET SUITE 200 DECATUR GEORGIA 30030-3329 404-373-2800

STARNES SENIOR LIVING
CLARKSTON, GA

2016-012
11/15/16
DET

CE1

NOT RELEASED FOR CONSTRUCTION

STONECREST, CITY OF
3120 STONECREST BLVD.
STONECREST, GA 30038-441

Date: 05/11/2018

Receipt #: 001931

Received: BEVERLY J SEARLES FOUNDATION

Description: SPECIAL LAND USE PERMIT/ZONING

Received By: TTD

100-032-03220-32205	350.00 CR
100-110-11110-11110	350.00 DB

TOTAL RECEIPT AMOUNT: 350.00

Payment Method: CHECK

Check #: 4043

Drawer:

Batch: 04

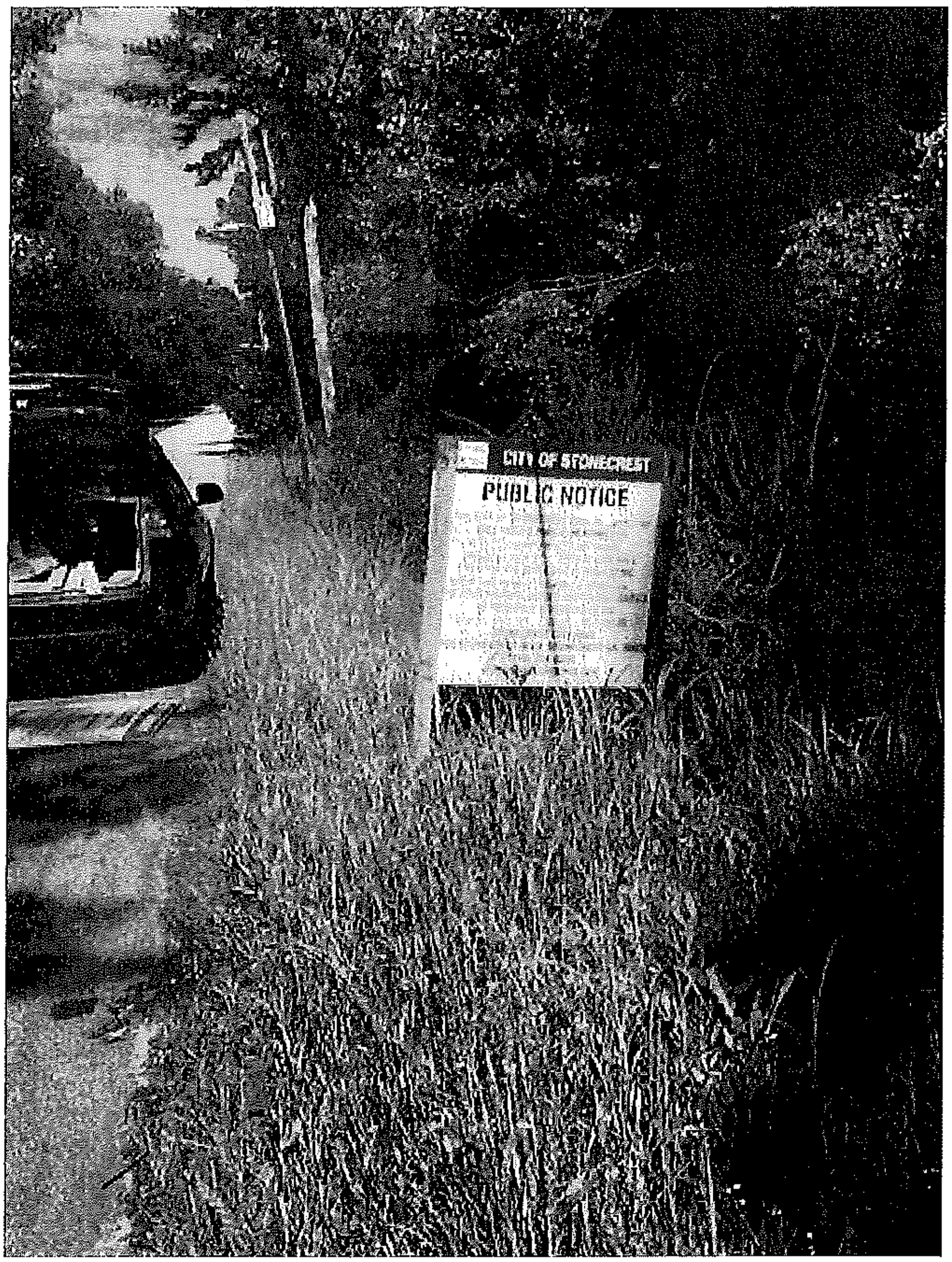
Sequence: 0000

Photos of Public Notices

Cassius <ccoleman@accountantsandcpasllc.com>

Mon 5/21/2018 6:48 PM

To:Chris Wheeler <cwheeler@stonecrestga.gov>;



DeKalb County School District
Development Review Comments

Analysis Date: 5/23/2018

Submitted to: City of Stonecrest

Case #:
Parcel #: 16 029 02 005

Name of Development: 6757 Covington Hwy
Location: Near Covington Hwy and DeKalb Medical

Description: Affordable, Age-Restricted Senior Housing with 220 units

Impact of Development: Because the housing would be age restricted, no impact on school capacity is expected.

Current Condition of Schools	Panola Way ES	Miller Grove MS	Miller Grove HS	Other DCSD Schools	Private Schools	Total
Capacity	955	1,127	1,388			
Portables	0	0	0			
Enrollment (Fcst. Oct. 2018)	894	898	1,354			
Seats Available	61	229	34			
Utilization (%)	93.6%	79.7%	97.6%			
New students from development	0	0	0	0	0	0
New Enrollment	894	898	1,354			
New Seats Available	61	229	34			
New Utilization	93.6%	79.7%	97.6%			

Yield Rates	Attend Home School	Attend other DCSD School	Private School	Total
Elementary	0.000000	0.000000	0.000000	0.000000
Middle	0.000000	0.000000	0.000000	0.000000
High	0.000000	0.000000	0.000000	0.000000
Total	**0.0000**	**0.0000**	**0.0000**	**0.0000**

Student Calculations

Proposed Units	220
Unit Type	MF
Cluster	Miller Grove

Units x Yield	Attend Home School	Attend other DCSD School	Private School	Total
Elementary	0.00	0.00	0.00	0.00
Middle	0.00	0.00	0.00	0.00
High	0.00	0.00	0.00	0.00
Total	**0.00**	**0.00**	**0.00**	**0.00**

Anticipated Students	Attend Home School	Attend other DCSD School	Private School	Total
Panola Way ES	0	0	0	0
Miller Grove MS	0	0	0	0
Miller Grove HS	0	0	0	0
Total	**0**	**0**	**0**	**0**