



Planning and Zoning Commission
Meeting Agenda

City Hall: 56 Malone Street,

Fairburn, GA 30213

Tuesday, June 3, 2025

7:00 p.m.

- A. **Call to Order**
- B. **Determination of a Quorum**
- C. **Pledge of Allegiance**
- D. **Approval of the Meeting Agenda**
- E. **Approval of the Meeting Minutes**
- F. **Public Comments**
- G. **Old Business:** None.
- H. **Public Hearings:** None.
- I. **New Business:**
 - 1. **Use Permit (A Step at a Time Early Learning)**
 - Applicant: Jonathan Clark, Community Solutions by Design
 - Property Owner: Tanisha Nellum
 - Location: 277 Northeast Broad Street [Parcel ID: 09F170300661200]
 - Request: To approve the child day care center use permit.
- J. **Other Business**
- K. **Adjournment**



Planning and Zoning Commission
Meeting Minutes

City Hall: 56 Malone Street,
Fairburn, GA 30213
Tuesday, April 1, 2025
7:00 p.m.

Jason Jones, Chair
Michelle James, Vice Chair
Lina Parker
Elizabeth Echols
Tony Smith
Kenneth Williams

Planning Director: Denise Brookins
Planner: Chancellor Felton
City Attorney: Valerie Ross

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- A. Call to Order:** The meeting was called to order by Chairman Jones at 7:00 pm.
- B. Determination of a Quorum:** A quorum was determined, and the meeting proceeded.
- C. Pledge of Allegiance**
- D. Approval of the Meeting Agenda**
1. Commissioner Echols made a motion to approve the agenda. Commissioner Smith seconded.
THE MOTION CARRIED.
- E. Approval of the Meeting Minutes**
1. Commissioner Parker made a motion to approve the February 4, 2025, minutes. Vice Chairwoman James seconded.
THE MOTION CARRIED.
- F. Public Comments:** None.
- G. Old Business:** None.
- H. Public Hearings:** None.
- I. New Business:**
1. **Final Plat (Mini Storage Depot)**
Applicant: Lauren Sconyers, Falcon Design Consultants, LLC
Property Owner: Mini Storage Depot at Fairburn LLC
Location: 156 Jonesboro Road [Parcel ID: 09F170300661283]
Request: To approve the final plat.
 - a. Chairman Jones introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for conditional approval. Vice Chairman Jones opened the floor for the Commission to ask Staff questions.
 - b. The applicant presented to the Commission.

Vice Chairwoman James made a motion to recommend **APPROVAL**. Commissioner Williams seconded.

THE MOTION CARRIED.

2. Final Plat (Portman Meadow Glen)

Applicant: Chris Harrell, Summit Engineering Consultants

Property Owner: White Brookwood LLC; 3 Patas Real Estate Investments LLC

Location: 0 Meadow Glen Circle [Parcel ID: 09F020100121014 and 09F070000271062]

Request: To approve the final plat.

a. Chairman Jones introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for conditional approval. Vice Chairman Jones opened the floor for the Commission to ask Staff questions.

b. The applicant presented to the Commission.

Commissioner Parker made a motion to recommend **APPROVAL**. Vice Chairwoman James seconded.

THE MOTION CARRIED.

3. Concept Plan (Take-5)

Applicant: Emma Gibson, AXIS Infrastructure

Property Owner: Cmsgs Investments LLC

Location: 7914 Senoia Road [Parcel ID: 09F070300270236]

Request: To approve the conceptual plan.

a. Chairman Jones introduced the case. Chancellor Felton presented the case on behalf of Staff. Staff made a recommendation for conditional approval. Vice Chairman Jones opened the floor for the Commission to ask Staff questions.

b. Commissioner Smith asked if a traffic study was done. Mr. Felton stated that the applicant could provide that answer.

c. Chairman Jones asked if car maintenance facilities had distance standards similar to drive-through restaurants. Mr. Felton said no.

d. Vice Chairwoman James asked if the project is two buildings or one. Mr. Felton said one.

c. The applicant presented to the Commission.

d. Commissioner Smith stated that the applicant addressed his traffic concerns.

e. Chairman Jones asked if they knew who the end user would be for their retail component. The applicant stated that Caribou Coffee was a primary contender, but due to the drive-through regulations in the Highway 74 Overlay District, they would not be allowed, so the answer is no, but they are pursuing tenants.

Commissioner Smith motioned to **CONDITIONALLY APPROVE**. Vice Chairwoman James seconded.

THE MOTION CARRIED.

J. Other Business:

1. Chairman Jones gave a shout-out to the Creekside High School Girls Basketball Team.
2. Commissioner Echols gave a shout-out to the Creekside Band.

K. Adjournment

1. Vice Chairwoman James motioned to adjourn the public meeting at 7:19 pm. Commissioner Parker seconded.

THE MOTION CARRIED.



CITY OF FAIRBURN
PLANNING AND ZONING COMMISSION

AGENDA ITEM

To: Planning and Zoning Commission

From: Chancellor Felton, Planner

Date: June 3, 2025

Agenda Item: 277 Northeast Broad Street [Parcel ID: 09F170300661200] – Request to review the allowance of a child day care center.

Agent/Applicant/Petitioner Information

Applicant: Jonathan Clark

Property Owner: Tanisha Nellum

Background

The site is located at 277 Northeast Broad Street on the east corner of the intersection of Northeast Broad Street and Clay Street. The site is currently zoned O&I (Office and Institutional). The site is approximately 0.70 acres.

Discussion

The applicant is proposing to be able to have a child day care center on their site. An accurate, up-to-date, and certified survey is included. They have also included a site plan.

The applicant formed a public participation plan. The applicant notified the property owners who were located within 1,000 feet of the site with a postcard via the United States Postal Service of their intention to request the allowance of a child day care center on their site and to invite the property owners to their public participation meeting.

The applicant produced a public participation report. The applicant held a public participation meeting on April 15, 2025, at 6:00 PM at 60 Valley View Drive. One person was in attendance. No concerns were raised at the meeting.

Use Permit Considerations

- 1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council.**

Staff finds that the proposed use is consistent with the 2040 Comprehensive Plan. The site is in the Town Center Mixed Use Area, and the appropriate use is Child Day Care Center. The appropriate zoning district in the Town Center Mixed Use Area includes O&I.

- 2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed.**

Staff finds that the proposed use is compatible with the surrounding land uses and zoning. The surrounding land uses are Town Center Mixed Use. Child day care centers are an appropriate land use in Town Center Mixed Use. The surrounding zoning districts are DTMU, R-2, R-3, RM-12, RM-36, C-2, and M-1. Child day care centers are a permitted use listed in O&I.

- 3. Whether the proposed use may violate local, state, and/or federal statutes, ordinances, or regulations governing land development.**

The proposed use does not violate any local, state, and/or federal statutes, ordinances, or regulations governing land development. The applicant will be required to comply with all City of Fairburn regulations.

- 4. The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets.**

Vehicular and pedestrian traffic flow should not be affected along Northeast Broad Street or Clay Street. A Traffic Impact Study was not required as the use did not pass the threshold (of 1,000 parking spaces).

- 5. The location and number of off-street parking spaces.**

Off-street parking is located on the site, and there are a total of 21 parking spaces. There is one (1) accessible parking space.

- 6. The amount and location of open space.**

There are open spaces on the northeast and southwest sides of the site where the kids' play area, front yards, and side yard are located, which equals 0.1 acres of open space. The site is a total of 0.70 acres, which equals 14 percent of open space. 30 percent is required.

- 7. Protective screening.**

A new fence will be installed around the play area to the side of the existing structure.



8. Hours and manner of operation.

The child day care center will operate from 6 AM to 6 PM, Monday through Friday.

9. Outdoor lighting.

Outdoor exterior wall lighting will be provided.

10. Ingress and egress to the property.

Ingress and egress to the site from Northeast Broad Street for drop-off and pick-up, and Clay Street for off-street parking.

Staff Recommendations

Staff recommends **APPROVAL** of the use permit with the following condition:

- Applicant must adhere to the supplemental regulations on child day care centers per the Zoning Ordinance (Chapter 80 Zoning, Article IV Administrative Permits and Use Permits, Section 80-208 Child Day Care Center).

Attachments:

- Site Pictures
- Application
- Letter of Intent
- Survey
- Legal Description
- Plans
- Deed
- Sale Agreement
- Noise Study
- Public Participation Report
- Supplemental Regulations

SITE PICTURES



The front of the future child day care center facing Northeast Broad Street



The side of the future child day care center facing Clay street



APPLICATION FOR USE PERMIT

City of Fairburn
Community Development Department
26 W. Campbellton Street
Fairburn, GA 30213

Date Received: _____

USE PERMIT#: _____
(Office Use Only)

APPLICANT INFORMATION

Applicant Name: Jonathan Clark
Address: 555 Marriott Blvd, Suite 315, Nashville TN 37204
Phone: 615-814-035 Cell: _____ Fax: _____
Email Address: jclark@csbd9.com

OWNER INFORMATION (If different from Applicant)

Owner Name: Tanisha Nellum
Address: 277 NE Broad St, Fairburn, GA, 30213
Phone: (678) 519-4062 Cell: _____ Fax: _____
Email Address: astepatatimeearlylearning@gmail.com

PROPERTY INFORMATION

Address: 277 NE Broad St, Fairburn, GA
Parcel ID#: 09F-1703-0066-120-0 Land Lot: 66 District: 13

SECTION 1

USE PERMIT REQUEST

Office use only:
USE PERMIT CASE # _____ ROAD FRONTAGE: _____

Under the provisions of Chapter 80, Article IV of the Zoning Ordinance, application is hereby made to obtain a Use Permit as follows:

CURRENT ZONING: _____

USE PERMIT REQUEST: _____

SECTION II

OWNER/PETITIONER

NOTICE: Part 1 and/or Part 2 below must be signed and notarized when the petition is submitted. Please complete Section IV as follows:

- a) If you are the sole owner of the property and not the petitioner complete Part 1.
- b) If you are the petitioner and not the sole owner of the property complete Part 2.
- c) If you are the sole owner and petitioner complete Part 1.
- d) If there are multiple owners each must complete a separate Part 1 and include it in the application.

Part 1. Owner states under oath that he/she is the owner of the property described in the attached legal description, which is made part of this application.

Tanisha Nellum
TYPE OR PRINT OWNER'S NAME

277 NE Broad Street
ADDRESS

Fairburn, GA 30213
CITY & STATE ZIP CODE

Tanisha Nellum
OWNER'S SIGNATURE

Tanishawalter@mc.com
EMAIL ADDRESS



Sworn to and subscribed before me this the
27th Day of March 2025

Shannon Howell
NOTARY PUBLIC

(404) 312-5341
PHONE NUMBER

PART 2. 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"); or (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").

TYPE OR PRINT PETITIONER'S NAME

ADDRESS

CITY & STATE ZIP CODE

PETITIONER'S SIGNATURE

EMAIL ADDRESS

Sworn to and subscribed before me this the
 _____ Day of _____ 20____

NOTARY PUBLIC

PHONE NUMBER

SECTION V

ATTORNEY / AGENT

Check One: Attorney Agent

TYPE OR PRINT ATTORNEY / AGENT NAME

SIGNATURE OF ATTORNEY / AGENT

ADDRESS

CITY & STATE ZIP CODE

EMAIL ADDRESS

PHONE NUMBER

PETITIONER'S SIGNATURE



USE PERMIT CONSIDERATIONS

Applicant: Jonathan Clark

Analyze the impact of the proposed use permit with the following questions:

1. Whether the proposed use is consistent with the comprehensive land use plan adopted by the City Council? Yes, the proposed use is consistent with the comprehensive land use plan adopted by the City Council.
The proposed use fits within the City of Fairburn Comprehensive Plan 2035.
2. Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed? Yes, this proposed use permit is compatible with the land uses and zoning districts in the vicinity of the property for which the use permit is proposed. This project fits within the allowed zoning development requirements found under Office Institutional Zoning District
3. Whether the proposed use may violate local, state, and/or federal statutes, ordinances or regulations governing land development? The proposed use does not violate an local state and/or federal statutes, ordinances or regulations governing land development
4. The effects of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets? The adjoining streets shall not have traffic flow, vehicular, and pedestrian effected as this project is just the renovation of an existing commercial building. The site area facing the street frontage shall remain the same
5. The location and number of off-street parking spaces? This project requires 1 parking space per employee 21 parking spots are being provided utilizing the existing parking area; 1 parking spot shall be dedicated to ADA parking at the front of the building
6. The amount and location of open spaces? The property is 0.7 acres. 11,941 sqft of impervious area includes the existing building footprint, parking and walkways. The remaining 0.1 acres (1,364 sq ft) shall be open space and playground area
7. Protective screening? Metal chain link fencing to be added for playground areas at left and right side of building
8. Hours and manner of operation? The hours and manner of operations of this project shall be from Monday through Friday during the hours of 6am - 6pm

9. Outdoor lightning? Outdoor exterior wall mounted lighting shall be provided for this project.

10. Ingress and egress to the property? Access to and from the property shall be from NE Broad Street

Attach additional sheets as needed.

PUBLIC PARTICIPATION PLAN

Applicant: Jonathan Clark

1. The following individuals (property owners within 500 feet of the property), homeowner's associations, political jurisdictions, other public agencies, etc., will be notified:

See "277 Northeast Broad Street Public Notification Addresses" attachment for list of property owners to be notified.

2. The individuals and others listed in 1. above will be notified of the requested rezoning/use permit using the following method(s): (e.g., letters, meeting notices, telephone calls, e-mails, etc.)

Letter via Mail

3. Individuals and others listed in 1. above will be allowed to participate in the following manner: (At least one meeting at a convenient time and location is required.)

Attach additional sheets as needed.

277 NE Broad Street Public Notification Addresses

ParcelID	Address	Owner	OwnerAddr1	OwnerAddr2	TotAppr	TotAssess	LandAcres	LUCode	ClassCode	TaxDist	TaxYear
09F170500660093	353 FAIRVIEW DR	DOWNTOWN DEVELOPMENT AUTHORITY OF FAIRBURN	56 MALONE ST	FAIRBURN GA 30213	25500		0.4132	600	E1	25	2022
09F170500660226	300 FAIRVIEW DR	SHEPHERD MARK R & ANNETTE M	300 FAIRVIEW DR	FAIRBURN GA 30213	85400	34160	0.4591	101	R3	25	2022
09F170600670828	259 FAIRVIEW DR	STEPHENSON DAVID M & CHRISTY C	259 FAIRVIEW DR	FAIRBURN GA 30213	97400	38960	0.57	101	R3	25	2022
09F171300660069	66 CLAY ST	CORDIA GEORGIA 2 LLC	736 RIDGE AVE	STONE MOUNTAIN GA 30083	185900	74360	0.385	102	R3	25	2022
09F170600670182	188 WEST BROAD ST	OKPALA CLEMENT	175 NORTH DR	FAYETTEVILLE GA 30214	190200	76080	0.3738	301	C3	25	2022
09F170500660317	320 WEST BROAD ST NW	DOWNTOWN DEVELOPMENT AUTHORITY OF FAIRBURN	56 MALONE ST	FAIRBURN GA 30213	5727100		3.6272	613	E1	25	2022
09F170600670703	152 WEST BROAD ST	ALDAY JAMES B JR & WILLIAMS JEFF A	152 W BROAD ST	FAIRBURN GA 30213	312300	124920	1.4202	101	R3	25	2022
09F170300661200	277 EAST BROAD ST	CAMHAYES REAL ESTATE LLC	P O BOX 890	FAIRBURN GA 30213	542700	217080	0.7031	105	C3	25	2022
09F170400670580	196 FAIRVIEW DR	RUSSELL JEAN M B	196 FAIRVIEW DR	FAIRBURN GA 30213	105400	42160	0.3838	101	R3	25	2022
09F170600670554	219 EAST BROAD ST	BROAD CLAY STREET LLC	2431 ATLANTIC AVE STE 1	MANASQUAN NJ 08736	1078000	431200	0.753	281	C3	25	2022
09F170500660168	268 ROOSEVELT HWY	COOK WILLIAMS PROPERTIES LLC	268 W BROAD ST	FAIRBURN GA 30213	713800	285520	1.2397	361	C3	25	2022
09F170600670216	160 BROAD ST	DEVEREUXS TEA ROOM LLC	113 SHANNON CHASE LANE	FAIRBURN GA 30213	405300	162120	0.3976	101	R3	25	2022
09F170600670133	36 ELDER ST	BUNN JOAN T	36 ELDER ST	FAIRBURN GA 30213	81500	32600	0.3357	101	R3	25	2022
09F171300660036	231 BAY ST	TOMLIN CHARLES H & PATRICIA L	701 ADAMS RD	FAYETTEVILLE GA 30214	267100	106840	0.6644	103	R3	25	2022
09F170600670877	0 EAST BROAD ST # REAR	JOHNSTON ANNIE S	495 RIVERTOWN RD	FAIRBURN GA 30213	1000	400	0.1582	100	R3	25	2022
09F170400670077	76 ELDER ST	FRANCO SAUL GARCIA & VIRGINIA	76 ELDER ST	FAIRBURN GA 30213	110700	44280	0.4454	101	R3	25	2022
09F170600670075	171 JONES AVE	CAMARGO RAMON & MARIA C	171 JONES AVE	FAIRBURN GA 30213	80300	32120	0.3857	101	R3	25	2022
09F171300660184	119 SUMMERWOOD DR	MONZON ELISEO & NGUYEN NANCY	141 HOLCOMB BRIDGE RD APT 315	NORCROSS GA 30071	190000	76000	0.33	102	R3	25	2022
09F170600670919	102 FAYETTEVILLE RD	TUCKER TERRY WHITELEY	102 FAYETTEVILLE RD	FAIRBURN GA 30213	77000	30800	0.3765	101	R3	25	2022
09F171300660283	120 SUMMERWOOD DR	URBAN HOME DEVELOPMENT LLC	5805 STATE BRIDGE RD STE 434	DULUTH GA 30097	210200	84080	0.5196	2C1	C3	25	2022
09F170300521479	160 FAYETTEVILLE RD	FIRST CHRISTIAN CHURCH OF JONESBORO INC	2272 WALT STEPHENS RD	JONESBORO GA 30236	492400		2.56	620	E2	25	2022
09F170600670653	147 EAST BROAD ST	ROBINSON J M	3443 OLD JONESBORO RD	HAPEVILLE GA 30354-1569	66300	26520	0.3078	101	R3	25	2022
09F170300661234	324 BAY ST	ISAAC324 LLC	324 348 BAY ST	FAIRBURN GA 30213	214700	85880	0.8	398	I3	25	2022
09F170400670614	56 ELDER ST	CLARKE KAREN A	56 ELDER ST	FAIRBURN GA 30213	100200	40080	0.5122	101	R3	25	2022
09F171300660119	111 SUMMERWOOD DR	COLBURN ALTON & GWENDOLYN	7795 HOBGOOD RD	FAIRBURN GA 30213	190900	76360	0.4229	102	R3	25	2022
09F170600670679	0 ELDER ST	LEE & LAW L L C	113 SHANNON CHASE LANE	FAIRBURN GA 30213	1700	680	0.0861	300	C3	25	2022
09F170600670117	46 ELDER ST	GARCIA JOSE	8015 CASCADE PALMETTO HWY	PALMETTO GA 30268	77400	30960	0.3013	101	R3	25	2022
09F170600670950	216 W BROAD ST	W & W REALTY CO LLP	P.O. BOX 127	FAIRBURN GA 30213-0127	1476100	590440	3.3283	374	C4	25	2022
09F170600670927	142 BAY ST	WADDELL DONALD JASON	82 FAYETTEVILLE RD	FAIRBURN GA 30213	57700	23080	0.2169	101	R3	25	2022
09F170600670430	171 EAST BROAD ST	STRAWN WILLIAM	171 NE BROAD ST	FAIRBURN GA 30213	132900	53160	0.3151	101	R3	25	2022
09F171300660192	123 SUMMERWOOD DR	FAVER WILLIAM P JR	139 CEDAR RD	BRISTOL TN 37620	184000	73600	0.342	102	R3	25	2022
09F171300660135	103 SPRING CT	JERRY W LEONARD REVOCABLE TRUST THE	3055 FIFESIDE AVE	THE VILLAGE FL 32163	187000	74800	0.3459	102	R3	25	2022
09F170600670521	62 FAYETTEVILLE RD	HERNANDEZ PATRICIA G	62 FAYETTEVILLE RD	FAIRBURN GA 30213	75100	30040	0.2916	101	R3	25	2022
09F170600670661	141 EAST BROAD ST	GARCIA VALENTE & TOMASA CRUZ DE	5055 COCHRAN DR	UNION CITY GA 30291	46700	18680	0.3111	101	R3	25	2022
09F170300660285	205 BAY ST	BYRNE DANIEL F	7788 MARABOU LANE	RIVERDALE GA 30274	189600	75840	0.4591	101	R3	25	2022
09F101100530022	181 CLAY ST	MARTIN NORMAN P	181 CLAY ST	FAIRBURN GA 30213	212300	84920	0.6212	101	R3	25	2022
09F171300660010	243 BAY ST	THOMAS BARRY DWAYNE SR & THOMAS SHACARA C	243 BAY ST NE	FAIRBURN GA 30213	243000	97200	0.5109	103	R3	25	2022
09F170600670190	180 WEST BROAD ST	OKPALA CLEMENT	175 N DR	FAYETTEVILLE GA 30214	322400	128960	0.5227	301	C3	25	2022
09F170500660234	348 WEST BROAD ST	DOWNTOWN DEVELOPMENT AUTH OF FAIRBURN	56 MALONE ST	FAIRBURN GA 30213	385200		0.4304	600	E1	25	2022
09F170300661333	337 BAY ST	WALDROP HOLDINGS LLC	P O BOX 2468	PEACHTREE CITY GA 30269	157500	63000	1.735	332	C3	25	2022
09F171300660291	110 SUMMERWOOD DR	MC LENDON BRANDON	110 SUMMERWOOD DR	FAIRBURN GA 30213	210200	84080	0.6209	2C1	C3	25	2022
09F170600670893	76 FAYETTEVILLE RD	LONGINO DANIEL B	6435 WHITE MILL RD	FAIRBURN GA 30213	68600	27440	1.0261	101	R3	25	2022
09F171300660168	106 SPRING CT	RED HOMES LLC	11604 THACKER DR	CLERMONT FL 34711	210200	84080	0.6092	2C1	C3	25	2022
09F170300661358	356 BROAD ST	FULTON COUNTY BOARD OF EDUCATION	786 CLEVELAND AVE SW	ATLANTA GA 30315-7239	1354800		41.338	600	E1	25	2022
09F170600670778	41 ELDER ST	STAR 2021 SFR2 BORROWER LP	591 W PUTNAM AVE	GREENWICH CT 06830	149500	59800	0.4132	101	R3	25	2022
09F170600670406	151 EAST BROAD ST	CHILDS WILLIAM M	151 EAST BROAD ST	FAIRBURN GA 30213	59900	23960	0.2388	101	R3	25	2022
09F170300661218	50 CLAY ST	BROAD CLAY STREET LLC	2431 ATLANTIC AVE STE 1	MANASQUAN NJ 08736	6314000	2525600	5.28	281	C4	25	2022
09F170300661028	43 CLAY ST	BROAD CLAY STREET LLC	2431 ATLANTIC AVE STE 1	MANASQUAN NJ 08736	462000	184800	0.4389	281	C3	25	2022
09F170600670570	0 EAST BROAD ST	BROAD CLAY STREET LLC	2431 ATLANTIC AVE STE 1	MANASQUAN NJ 08736	21900	8760	0.4936	100	R3	25	2022
09F170600670802	189 FAIRVIEW DR	BANKS CATHY K	4694 BUTNER RD	COLLEGE PARK GA 30349	86700	34680	0.5196	101	R3	25	2022
09F170300660681	191 BAY ST	SANCHEZ LUIS S	191 BAY ST	FAIRBURN GA 30213	115200	46080	0.4098	101	R3	25	2022
09F171300660044	227 BAY ST	JOHNSON BRIAN C & KONDA R	PO BOX 1036	WATKINSVILLE GA 30677	206500	82600	0.4493	102	R3	25	2022
09F170500660150	284 WEST BROAD ST	SEALEY EDMUND E JR	284 NW BROAD ST	FAIRBURN GA 30213	90100	36040	0.6198	101	R3	25	2022
09F170600670935	238 WEST BROAD ST	LEE & LAW L L C	113 SHANNON CHASE LANE	FAIRBURN GA 30213	509800	203920	1.9077	332	C3	25	2022
09F171300660093	101 SUMMERWOOD DR	NPP ENTERPRISES LLC	2296 CARRINGTON DR	ELLENWOOD GA 30294	197900	79160	0.6456	102	R3	25	2022
09F171300660176	100 SPRING CT	NCLE PROPERTIES LLC	P O BOX 8193	ATLANTA GA 31106	196700	78680	0.3746	103	R3	25	2022
09F171300660309	106 SUMMERWOOD DR	WARE CHRISTINE V & JONAS	1039 LENOX VALLEY DR NE	ATLANTA GA 30324	184600	73840	0.3571	102	R3	25	2022
09F170600670901	150 BAY ST	BLAIR DOROTHY ANN ETAL	150 BAY ST	FAIRBURN GA 30213	72800	29120	0.1463	101	R3	25	2022
09F170300660251	154 FAYETTEVILLE RD	FIRST CHRISTIAN CHURCH OF JONESBORO INC	2272 WALT STEPHENS RD	JONESBORO GA 30236	91000		0.4821	622	E2	25	2022
09F170300660376	0 A & W P RR	CSX TRANSPORTATION INC	2175 NORTHLAKE PKWY # S 19	TUCKER GA 30084				700	U3	25	2022
09F170500660077	0 ROOSEVELT HWY	DOWNTOWN DEVELOPMENT AUTHORITY OF FAIRBURN	56 MALONE ST	FAIRBURN GA 30213	32400		0.8264	600	E1	25	2022
09F170600670414	159 EAST BROAD ST	JOANDA PROPERTIES LLC	159 NE BROAD ST	FAIRBURN GA 30213	65600	26240	0.3088	101	R3	25	2022
09F170600670646	209 FAIRVIEW DR	CX HOLDINGS LLC	118 SPRING ST	FAIRBURN GA 30213	74200	29680	0.3822	101	R3	25	2022
09F170400670622	74 VICKERY DR	LEONARD NATHAN O	74 VICKERY DR	FAIRBURN GA 30213	160300	64120	0.7584	101	R3	25	2022
09F170500660184	0 FAIRVIEW DR	FULTON COUNTY BOARD OF EDUCATION	786 CLEVELAND AVE	ATLANTA GA 30315	203700		5.367	612	E1	25	2022
09F171300660127	115 SUMMERWOOD DR	STEED WAYNE C JR	4295 HIDDEN VALLEY DR	COLLEGE PARK GA 30349	178100	71240	0.3444	102	R3	25	2022

09F170300660269	163 BAY ST	COTO DERIS & NINFA	2272 WALT STEPHENS RD	JONESBORO GA 30236	168900		0.47	622	E2	25	2022
09F170300660590	308 BAY ST	POWELL DRILLING INC	326 BOY ST	FAIRBURN GA 30213	399100	159640	2.96	373	I4	25	2022
09F170600670836	38 SOUTH AVE	RABAI INVESTMENTS LLC	38 SOUTH AVE	FAIRBURN GA 30213	132800	53120	0.4758	101	R3	25	2022
09F171300660077	74 CLAY ST	AGA RONY ET AL	4 HTANYA STREET	62481 ISRAEL	210200	84080	0.5723	2C1	C3	25	2022
09F170600670968	160 BAY ST	GURLEY ALEXA ELISABETH	160 BAY ST NE	FAIRBURN GA 30213	98900	39560	0.1902	101	R3	25	2022
09F170600670125	40 ELDER ST	CONNOR DONNA C	40 ELDER ST	FAIRBURN GA 30213	71300	28520	0.2806	101	R3	25	2022
09F170600670448	183 EAST BROAD ST	COX JANE M	183 EAST BROAD ST	FAIRBURN GA 30213	89600	35840	0.5226	101	R3	25	2022
09F171300660200	127 SUMMERWOOD DR	COLBURN DARRELL RAY & HULSEY SHELIA	7815 HOBGOOD RD	FAIRBURN GA 30213	230100	92040	0.52	103	R3	25	2022
09F171300660143	107 SPRING CT	TAN FREDDIE ANDREW CABRADILLA	3981 KENMORE AVE	BALDWIN PARK CA 91706	281300	112520	0.4672	103	R3	25	2022
09F170600670612	92 FAYETTEVILLE RD	ROBERTS GINA	1685 KNOLLWOOD DR APT 626	MOBILE AL 36609	208500	83400	0.9642	101	R3	25	2022
09F171300660028	237 BAY ST	TOMLIN CHARLES H & PATRICIA L	701 ADAMS RD	FAYETTEVILLE GA 30214	255100	102040	0.584	103	R3	25	2022
09F170600670844	50 SOUTH AVE	WHITLOCK JACKIE E & MARTHA J	131 CIRCLE H DR	SHARPSBURG GA 30277	106000	42400	0.5246	101	R3	25	2022
09F170600670208	168 WEST BROAD ST	RJ WHITE ENTERPRISES LLC	168 WEST BROAD ST	FAIRBURN GA 30213	524100	209640	0.5165	301	C3	25	2022
09F171300660085	78 CLAY ST	HARRELL VALERIE	3505 PARK VIEW DR	ATLANTA GA 30337	210200	84080	0.9624	2C1	C3	25	2022
09F170500660242	25 ESTES ST	DOWNTOWN DEVELOPMENT AUTHORITY OF FAIRBURN	56 MALONE ST	FAIRBURN GA 30213	114700		0.8196	600	E1	25	2022
09F170600670976	63 SOUTH AVE	JOANDA PROPERTIES LLC	5445 EDMONDSON LANE	WOODSTOCK GA 30188	82000	32800	0.1902	101	R3	25	2022
09F170500660333	271 FAIRVIEW DR	ROCK DALE L & BETTY J	443 WEST CAMPBELLTON ST	FAIRBURN GA 30213	72300	28920	0.389	101	R3	25	2022
09F170300661424	301 BAY ST	HARRISON TROY LANCE	301 BAY ST	FAIRBURN GA 30213	285100	114040	3.83	101	R4	25	2022
09F171300660150	114 SPRING CT	LOTUS ESTATES & DEVELOPMENTS LLC	9397 WOODSBORO CT	JONESBORO GA 30236	251900	100760	0.7209	2C1	C3	25	2022
09F170300661036	53 CLAY ST	BROAD CLAY STREET LLC	2431 ATLANTIC AVE STE 1	MANASQUAN NJ 08736	462000	184800	0.4844	2B1	C3	25	2022
09F170600670620	82 FAYETTEVILLE RD	WADDELL DONALD JASON	82 FAYETTEVILLE RD	FAIRBURN GA 30213	103600	41440	0.999	101	R3	25	2022
09F170400670606	66 ELDER ST	STEED HELEN STEPHENS	66 ELDER ST	FAIRBURN GA 30213	102800	41120	0.334	101	R3	25	2022
09F170300661226	348 BAY ST	ISAAC324 LLC	324 348 BAY ST	FAIRBURN GA 30213	250000	100000	0.59	396	I3	25	2022
09F170600670810	181 FAIRVIEW DR	HURST W C	181 FAIRVIEW DR	FAIRBURN GA 30213	129900	51960	1.6614	101	R3	25	2022
09F170300660699	179 BAY ST	PHILLIPS JOYCE C	179 BAY ST SE	FAIRBURN GA 30213-1503	123100	49240	0.3658	101	R3	25	2022
09F171300660051	223 BAY ST	BOISSON GREGORY MATHIEU	223 225 BAY ST	FAIRBURN GA 30213	193900	77560	0.3547	102	R3	25	2022
09F170300660491	210 CLAY ST	SEGURA PANTALEON	210 CLAY ST	FAIRBURN GA 30213-1450	195100	78040	1.2166	101	R3	25	2022
09F170600670943	184 EAST BROAD ST	SOUTHERN BELL TEL & TEL CO	P.O. BOX 2211	ATLANTA GA 30301	1333700		2.103	711	U3	25	2022
09F170400670358	202 FAIRVIEW DR	GOPAR AMELIA FRANCO & MONTES LUIS ALBERTO MORALES	202 FAIRVIEW DR	FAIRBURN GA 30213	127700	51080	0.3097	101	R3	25	2022
09F101100530360	191 CLAY ST	MARTINEZ RAUL & MARTINEZ MARIA ELENA ACUNA DE	191 CLAY ST	FAIRBURN GA 30213	137700	55080	0.628	101	R3	25	2022
09F171300660101	105 SUMMERWOOD DR	COLBURN DARRELL RAY & HULSEY SHEILA	7815 HOBGOOD RD	FAIRBURN GA 30213-2673	235000	94000	0.4238	103	R3	25	2022
09F170400670200	91 ELDER ST	FULTON COUNTY BOARD OF EDUCATION	6201 POWERS FERRY RD NW	ATLANTA GA 30339	31281600		6.5	612	E1	25	2022
09F171300660317	100 SUMMERWOOD DR	CAUL AISHA Y	5169 SAINT CLAIRE PL	POWDER SPRINGS GA 30127-53	233700	93480	0.3876	103	R3	25	2022
09F170600670695	161 JONES AVE	HARRISON MARY	438 HILDERBRAND DR	ATLANTA GA 30328	87700	35080	0.5737	101	R3	25	2022
09F170300660293	73 BAY ST	JOHNSON BRIAN C & KONDA R	PO BOX 1036	WATKINSVILLE GA 30677	291400	116560	0.4591	2C1	C3	25	2022
09F101100530030	180 FAYETTEVILLE RD	TRAWICK BUFORD WILLIAM & CYNTHIA LYNN	180 FAYETTEVILLE RD	FAIRBURN GA 30213	103600	41440	0.3214	101	R3	25	2022
09F170600670422	165 EAST BROAD ST	JOANDA PROPERTIES LLC	5445 EDMONDSON LANE	WOODSTOCK GA 30188	67600	27040	0.2565	101	R3	25	2022
09F170400670572	190 FAIRVIEW DR	MADDOX JAMES LAURA	190 FAIRVIEW DR	FAIRBURN GA 30213	81400	32560	0.4178	101	R3	25	2022

A Step At A Time Early Learning Academy

Presents

Zoning Public Notice

Hello Fairburn Community! We are excited to announce the coming of a New Daycare Facility in your community. Please join us at the meeting location below to learn more and share your feedback.

Date: Tuesday April 15, 2025

Time: 6:00pm (EST)

Address: Fairburn Hobgood-Palmer Library, 60 Valley View Dr, Fairburn, GA 30213

For more information, visit the City of Fairburn website and attend the upcoming events:

Planning and Zoning Commission Meeting: May 6, 2025

City Council Meeting: May 12, 2025



COMMUNITY
SOLUTIONS
BY DESIGN



A Step At A Time Early Learning Academy

277 NE Broad Street
Fairburn, GA 30213



DISCLOSURE REPORT

Office use only:

USE PERMIT PETITION #: _____ CITY COUNCIL MEETING DATE: _____

Within the (2) years immediately preceding the filing of this zoning petition have you, as the applicant, owner and/or opponent for the use permit petition, or an attorney or agent of the applicant or opponent for the use permit petition, made any campaign contributions aggregating \$250.00 or more or made gifts having an aggregate value of \$250.00 to a member of City Council.

CIRCLE ONE: YES **NO**

If the answer is *YES*, proceed to sections 1 through 4.
 If the answer is *NO*, complete only section 4.

1. **CIRCLE ONE:** Party to Petition In Opposition to Petition

If party to petition, complete sections 2, 3, and 4 below.
 If in opposition, proceed to sections 3 and 4 below.

2. List all individuals or business entities which have an ownership interest in the property which is the subject of this use permit petition: _____

3. CAMPAIGN CONTRIBUTIONS:

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at \$250.00 or more

4. The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Jonathan Clark

Signature: *Jonathan Clark* Date: 4-11-2025

SITE PLAN CHECKLIST

Site plans for use permit petitions must be folded, drawn to scale, no larger than 30" x 42", and shall, at a minimum, include the following information:

ITEM #	DESCRIPTION	CHECK √
1	An accurate, up-to-date and certified survey of the property	
2	Name, address, phone number, and fax number of the owner, the developer and the designer who prepared the plan.	
3	Vicinity map with North arrow showing the property in relation to the general area	
4	Acreage of subject property	
5	Location of land lot lines and identification of land lots	
6	Existing, proposed new dedicated and future reserved rights-of-way of all streets, roads, and railroads adjacent to and on the subject property; Proposed streets on the subject site	
7	Current zoning of the subject site with required and/or proposed setbacks and adjoining properties	
8	Total are of the site, and the areas of the proposed to be devoted to impervious surfaces	
9	Proposed off-site layout including buildings, drives, parking, walkways, landscaped-areas, tree save area, buffers, easements, utilities and any other features necessary to properly present the development	
10	Layout and minimum lot size of proposed single-family residential lots	
11	Topography on subject site	
12	Required landscape strips, undisturbed buffers, and any other natural areas as required or proposed	
13	Required and proposed parking spaces; Loading and unloading facilities	
14	Wetlands, lakes, streams and other waters on the site and associated buffers including the 100 year flood-plain, if appropriate.	
15	Proposed stormwater management facilities	
16	Architectural elevations to show the intended architectural character of the proposed building and the nature of the materials to be used.	

Office use only:

Application reviewed by: _____

Staff signature: _____ Date: _____

Community Development/
Planning and Zoning

Staff printed name: _____

March 19, 2025

City of Fairburn Planning & Zoning Department

56 Malone Street SW
Fairburn, GA 30213

RE: Letter of Intent for Special Use Permit Application
Property Address: 277 NE Broad Street, Fairburn, GA

To Whom It May Concern,

I am writing to formally submit my **Letter of Intent** in support of my application for a **Special Use Permit** for the property located at **277 NE Broad Street, Fairburn, GA**. The purpose of this request is to obtain approval for the operation of an **Early Childcare Learning Academy**, which will serve families in the Fairburn community by providing high-quality early childhood education and care.

Project Overview: The proposed **Early Childcare Learning Academy** will offer a nurturing, safe, and educational environment for children ranging from infants to preschool-aged students. The facility will provide a structured curriculum that fosters cognitive, social, and emotional development, preparing young learners for kindergarten and beyond.

Justification for Special Use

1. **Community Benefit** – The academy will address the growing need for high-quality childcare and early education services in Fairburn, supporting working families and contributing to workforce development.
2. **Compliance with Zoning Regulations** – The proposed use aligns with the intent of the zoning code and maintains the character of the surrounding area. Any necessary modifications to the property will be completed in compliance with all city codes and ordinances.
3. **Traffic and Safety Considerations** – A designated drop-off and pick-up plan will be implemented to ensure the safe and efficient movement of vehicles. The facility will comply with all parking and accessibility requirements.
4. **Operational Standards** – The academy will adhere to all local, state, and federal licensing requirements for early childhood education facilities, ensuring the highest standards of care and safety.

I appreciate the City of Fairburn’s consideration of this request. I am committed to working closely with city officials, the planning department, and the community to ensure this project is a valuable addition to the city. Please do not hesitate to contact me should you require additional information or clarification regarding this application.

Thank you for your time and consideration. I look forward to your positive response.

Sincerely,

Tanisha Nellum
Chief Operating Officer/Owner

Signed by:

B448EAE83BA748F...

277 NE Broad Street, Fairburn, GA 30213 Letter of Intent

Date: 3/28/2025

Attention to: City of Fairburn

From: Community Solutions By Design

Subject: Fairburn Letter of Intent for Use Permit Application

The requested use of this existing building project encompasses the interior renovation and remodeling of an existing medical office commercial space with 4,300 square feet area footprint of heated space in which will be converted into a functional daycare center for 4 classrooms with a total of 48 children and dedicated staff. Portions of the existing grass area at the side of the property shall provide a new playground area of proper size and safety. The existing building shall receive new electrical/lighting, new HVAC, new plumbing, new windows to match existing, new doors, new furniture, new fire sprinkler, new fire alarm, new finishes and millwork. The hours of operation shall be Monday through Friday from 6am to 6pm.

SURVEY NOTES

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, PLEASE CALL ALL LOCAL UTILITY PROVIDERS.

6. THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000+ FEET, AND AN ANGULAR ERROR OF 02" PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET. LINEAR AND ANGULAR MEASUREMENTS WERE OBTAINED BY USING A TOPCON TOTAL STATION.

BEARINGS SHOWN WERE COMPUTED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.

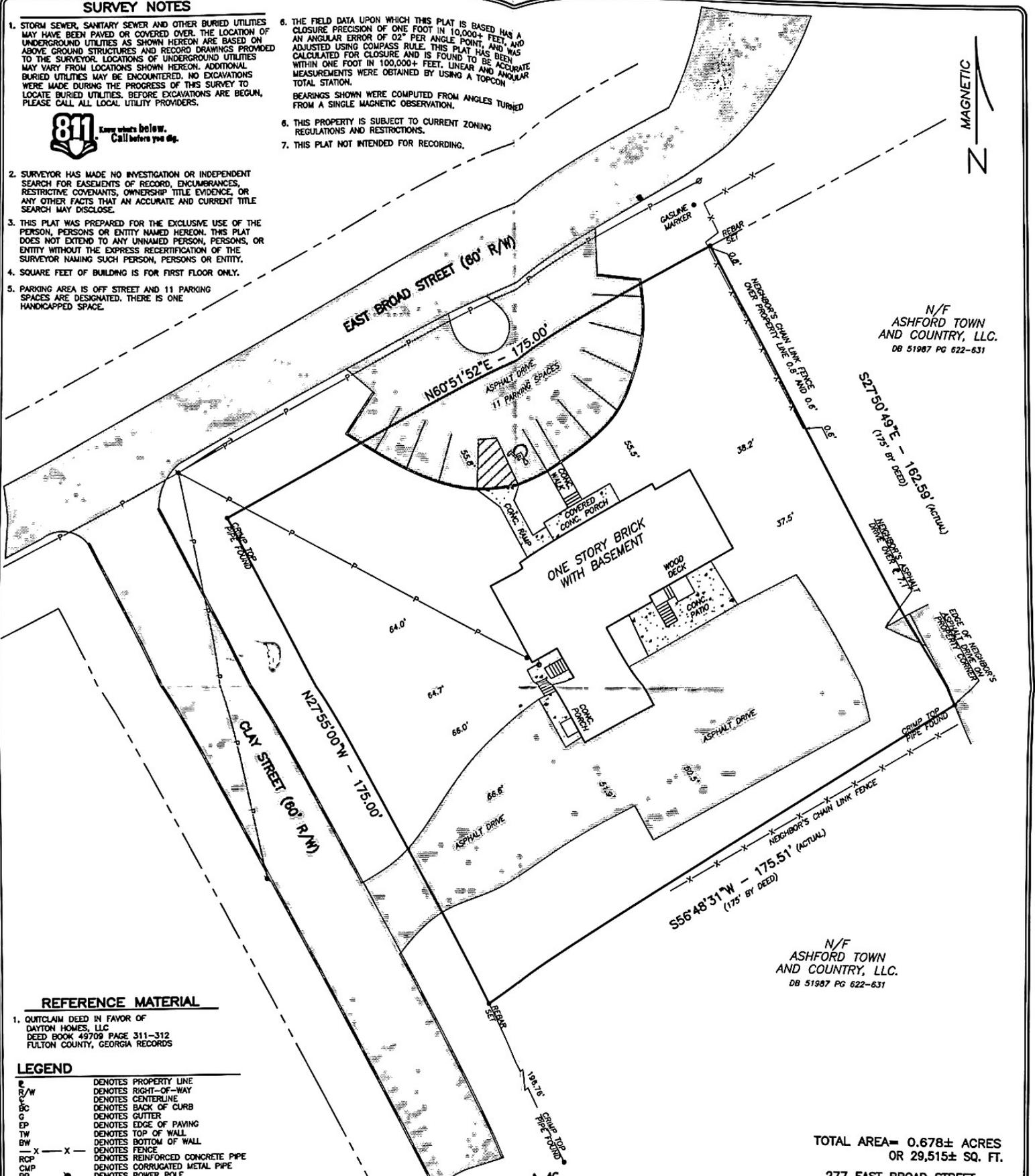
6. THIS PROPERTY IS SUBJECT TO CURRENT ZONING REGULATIONS AND RESTRICTIONS.

7. THIS PLAT NOT INTENDED FOR RECORDING.



Know what's below. Call before you dig.

- 2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.
- 3. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECERTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS OR ENTITY.
- 4. SQUARE FEET OF BUILDING IS FOR FIRST FLOOR ONLY.
- 5. PARKING AREA IS OFF STREET AND 11 PARKING SPACES ARE DESIGNATED. THERE IS ONE HANDICAPPED SPACE.



N/F
ASHFORD TOWN
AND COUNTRY, LLC.
DB 51987 PG 622-631

S27°50'49"E - 162.59' (ACTUAL)
(175' BY DEED)

N/F
ASHFORD TOWN
AND COUNTRY, LLC.
DB 51987 PG 622-631

REFERENCE MATERIAL

- 1. QUITCLAIM DEED IN FAVOR OF DAYTON HOMES, LLC DEED BOOK 49709 PAGE 311-312 FULTON COUNTY, GEORGIA RECORDS

LEGEND

R	DENOTES PROPERTY LINE
R/W	DENOTES RIGHT-OF-WAY
C	DENOTES CENTERLINE
BC	DENOTES BACK OF CURB
G	DENOTES GUTTER
EP	DENOTES EDGE OF PAVING
TW	DENOTES TOP OF WALL
BW	DENOTES BOTTOM OF WALL
X-X	DENOTES FENCE
RCP	DENOTES REINFORCED CONCRETE PIPE
CMP	DENOTES CORRUGATED METAL PIPE
PP	DENOTES POWER POLE
LP	DENOTES LIGHT POLE
GW	DENOTES GUY WIRE
P	DENOTES POWER LINE
PM	DENOTES POWER METER
PB	DENOTES POWER BOX
A/C	DENOTES AIR CONDITION
TB	DENOTES TELEPHONE BOX
GM	DENOTES GAS METER
GV	DENOTES GAS VALVE
GLM	DENOTES GAS LINE MARKER
WM	DENOTES WATER METER
WV	DENOTES WATER VALVE
FH	DENOTES FIRE HYDRANT
MW	DENOTES MONITORING WELL
HW	DENOTES HEADWALL
JB	DENOTES JOINT BOX
DI	DENOTES DROP INLET
S	DENOTES SANITARY SEWER LINE
SSMH	DENOTES SANITARY SEWER MANHOLE
CO	DENOTES CLEAN OUT



No.	Revision	Date

McLUNG SURVEYING SERVICES, INC.
4833 South Cobb Drive Suite 200
Smyrna, Georgia 30080 (770) 434-3383
Certificate of Authorization #LSF000752



This property is not located in a Federal Flood Area as indicated by F.I.R.M. Official Flood Hazard Maps.

Michael R. Noles
Georgia RLS #2848
Member SAMSOG
JOB#238547

TOTAL AREA= 0.678± ACRES
OR 29,515± SQ. FT.

277 EAST BROAD STREET
FAIRBURN, GEORGIA

SURVEY FOR
LATASHA BURGESS

LAND LOT 66
DISTRICT 9TH
FULTON COUNTY
GEORGIA

PLAT PREPARED: 2-4-15
FIELD: 2-3-15 SCALE: 1"=20'

PREP BY

277 NE Broad Street, Fairburn, GA 30213 Letter of Intent

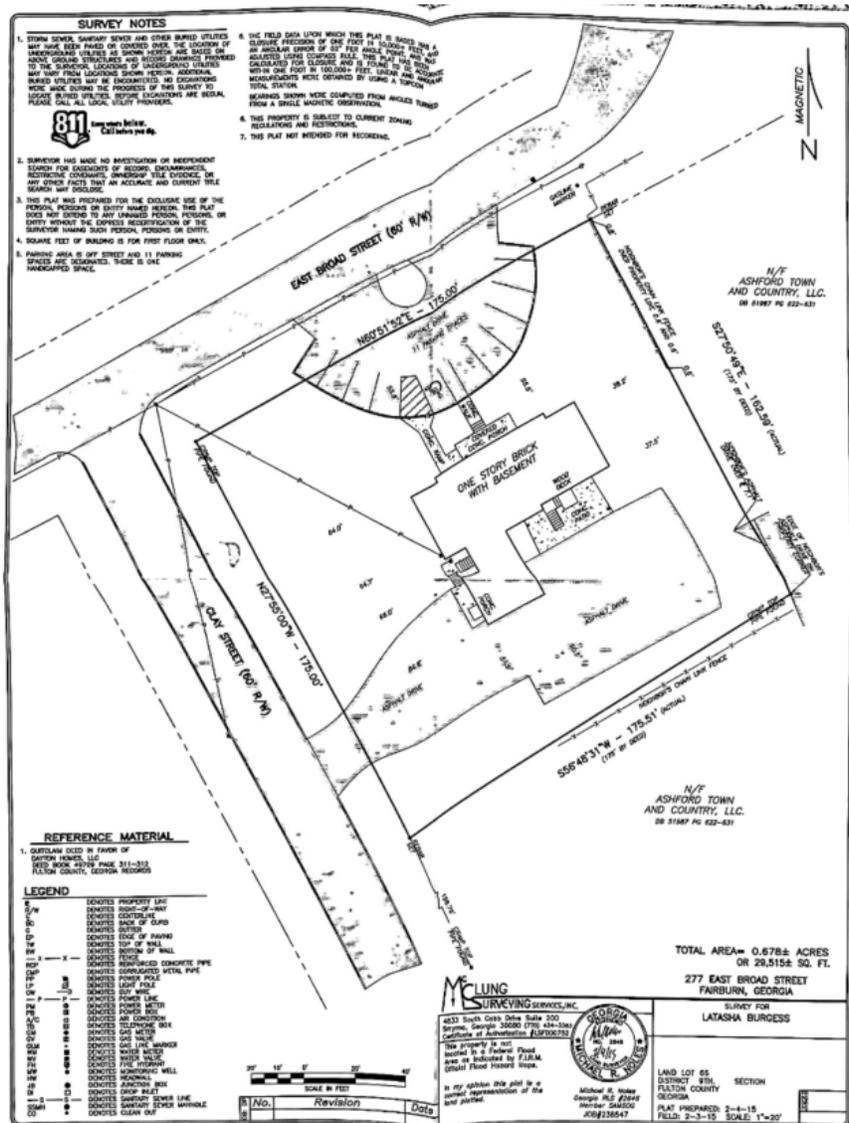
Date: 3/28/2025

Attention to: City of Fairburn

From: Community Solutions By Design

Subject: Fairburn Legal Description for Use Permit Application

A certain tract of land situated in the City of Fairburn, County of Fulton, State of Georgia, having a frontage on the public road of East Broad Street of One-Hundred Seventy-Five (175.0') feet, with One-Hundred Seventy-Five (175.0') feet of frontage on right side at Clay Street, with One Hundred Sixty-Two and Fifty-Nine Hundredths (162.59') feet adjacent to the property owned by Ashford Town and Country, LLC, and One Hundred Seventy-Five and Fifty-One Hundredths (175.51') feet at the rear; the starting point of said tract of land located at the iron pin found on the corner of the lower line and frontage public roads of Clay Street and East Broad Street.





COMMUNITY
SOLUTIONS
BY DESIGN

555 Marriott Drive, Suite 315
Nashville, TN 37115
Telephone: 615-814-0350
info@csolutionsdesign.com
www.csolutiondesign.com

A STEP AT A TIME DAYCARE



OWNER

Tanisha Nellum
A Step At A Time Early
Learning Academy LLC
277 NE Broad St., Fairburn, GA
770.769.3756

ARCHITECT

Jonathan Clark
Community Solutions by Design
555 Marriott Drive, Suite 315
Nashville, TN 37115
615.814.0350

CODE ANALYSIS

LOCATION: FAIRBURN, GA
 SITE ZONING: O & I - OFFICE AND INSTITUTIONAL ZONING

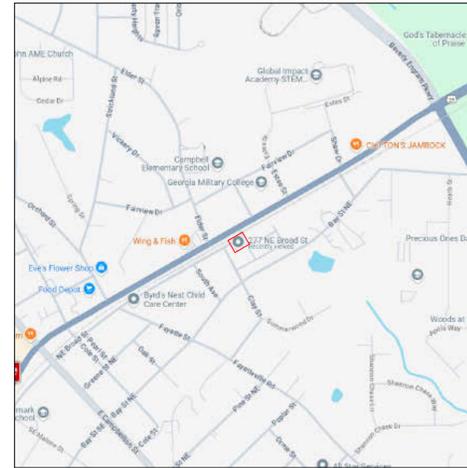
APPLICABLE CODES:
 2018 INTERNATIONAL BUILDING CODE (IBC), with Georgia Amendments (2020)
 2018 INTERNATIONAL FIRE CODE (IFC) (Contact State Fire Marshal Below)
 2018 INTERNATIONAL PLUMBING CODE (IPC) with Georgia Amendments (2020)
 2018 INTERNATIONAL MECHANICAL CODE (IMC), with Georgia Amendments (2020)
 2018 INTERNATIONAL FUEL GAS CODE (IFGC), with Georgia Amendments (2020)
 2023 NATIONAL ELECTRICAL CODE (NEC) (No Georgia Amendments)
 2015 INTERNATIONAL ENERGY CONSERVATION CODE (IECC), with Georgia Supplements and Amendments (2020)

OCCUPANCY CLASSIFICATION: E
 TYPE OF CONSTRUCTION: TYPE VB
 FIRE SPRINKLER SYSTEM: YES
 ALLOWABLE HEIGHT: 40FT
 ACTUAL HEIGHT: 20 FT

PROJECT DESCRIPTION

THE PROPOSED PROJECT IS THE RENOVATION OF AN EXISTING MEDICAL OFFICE INTO A DAYCARE FACILITY. THE TENANT SPACE IS APPROXIMATELY 4,300+ SF WHICH WILL INCLUDE A FIVE RECONFIGURED CLASSROOMS WITH A STUDENT OCCUPANCY OF 51, LOBBY AND RECEPTIONIST AREA BREAKOUT ROOMS, OFFICE, AND LAUNDRY ROOM. THE TENANT WILL ALSO BE MAKING ADJUSTMENTS TO THE LANDSCAPE, CREATING PLAYGROUND WITH AREAS OF 1,364 SF.

AERIAL & VICINITY MAPS



SHEET INDEX

Sheet Number	Sheet Name	Current Revision	Current Revision Date
GENERAL			
CS	COVER SHEET		
G0.01	GENERAL INFORMATION		
G0.02	GENERAL NOTES		
LIFE SAFETY			
LS1.0	LIFE SAFETY PLAN		
ARCHITECTURAL			
A1.00	ARCHITECTURAL SITE PLAN		
A1.01	EXISTING FLOOR PLAN		
A1.02	NEW FLOOR PLAN LEVEL 1		
A1.05	EXISTING REFLECTED CEILING PLAN		
A1.06	PROPOSED REFLECTED CEILING PLAN		
A1.07	ROOF PLAN		
A1.08	ENLARGED PLANS		
A1.09	ENLARGED PLANS		
A1.012	EXISTING FLOOR PLAN BASEMENT LEVEL		
A1.021	NEW LOWER LEVEL FLOOR PLAN		
A2.01	ELEVATIONS		
A2.02	ELEVATIONS		
A3.01	BUILDING SECTIONS		
A3.02	BUILDING SECTIONS		
A3.05	WALL SECTION		
A3.06	WALL SECTION		
A3.07	WALL SECTION		
A4.01	INTERIOR ELEVATIONS		
A4.02	INTERIOR ELEVATIONS		
A5.01	DETAILS		
A5.02	DETAILS		
A6.01	DOOR TYPES, DOOR SCHEDULES AND DETAILS		
A6.02	WINDOW TYPES, WINDOW SCHEDULE AND DETAILS		
A7.01	FINISH PLAN		
A7.02	FINISH PLAN		
A9.01	SPECIFICATIONS		
A9.02	SPECIFICATIONS		
A9.03	SPECIFICATIONS		



555 Marriott Drive, Suite 315
 Nashville, Tennessee 37214
 615.814.0350

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ABBREVIATIONS

AC	ACRE	CONN	CONNECTION	FEC	FIRE EXTINGUISHER CABINET	IN	INCH	OFF	OFFICE	SECT	SECTION	W/O	WITHOUT
ACOUS	ACOUSTICAL	CONSTR	CONSTRUCTION	INCL	INCLUDE	OPNG	OPENING	SF	SQUARE FOOT	WC	WATER CLOSET		
AD	AREA DRAIN	CONT	CONTINUOUS	FHC	FIRE HOSE CABINET	INSUL	INSULATION	SHLF	SHELF	WD	WOOD		
ADJ	ADJUSTABLE	CORR	CORRIDOR	FIN	FINISH	INT	INTERIOR	OZ	OUNCE	WDW	WINDOW		
AGGR	AGGREGATE	CPT	CARPET	FL	FLOOR	JAN	JANITOR	PA	PUBLIC ADDRESS	SHWR	SHOWER	WP	WATERPROOF
ALUM	ALUMINUM	CSMNT	CASEMENT	FLASHING	FLASH	JST	JOIST	PC	PRECAST	SIM	SIMILAR	WR	WATER RESISTANT
AN	ANOD	CTSK	COUNTERSUNK	FLOUR	FLOURESCENT	JT	JOINT	PCF	POUNDS PER CUBIC FOOT	SPEC	SPECIFICATION	WSCOT	WAINSCOT
ANOD	ANODIZED	CW	CURTAINWALL	FOC	FACE OF CONCRETE	KIT	KITCHEN	PERF	PERFORATED	SO	SQUARE	WT	WEIGHT
APPROX	APPROXIMATE	DBL	DOUBLE	FOF	FACE OF FINISH	KO	KNOCKOUT	PL	PLATE	SS	SANITARY SEWER		
ASB	ASBESTOS	DEPT	DEPARTMENT	FOM	FACE OF MASONRY	LAB	LABORATORY	PLAM	PLASTIC LAMINATE	SST	STAINLESS STEEL		
ASPH	APSHALT	DESC	DESCRIPTION	FOS	FACE OF STUDS	LAM	LAMINATE	PLAS	PLASTER	STA	STATION		
ATTEN	ATTENUATION	DET	DETAIL	FRF	FIREPROOF	LAV	LAVATORY	PLMBG	PLUMBING	STC	SOUND TRANSMISSION COEFFICIENT		
BC	BACK OF CURB	DF	DRINKING FOUNTAIN	FRMG	FRAMING	LG	LONG	PLYWD	PLYWOOD	STD	STANDARD		
BD	BOARD	DIA	DIAMETER	FS	FULL SIZE	LH	LEFT HAND	PNL	PANEL	STL	STEEL		
BITUM	BITUMINOUS	DIM	DIMENSION	FT	FOOT OR FEET	LKR	LOCKER	POL	POLISHED	STR	STORAGE		
BLDG	BUILDING	DISP	DISPENSER	FTG	FOOTING	LOC	LOCATION	PR	PAIR	STR	STAIR		
BLK	BLOCK	DN	DOWN	FUR	FURRING	LP	LOW POINT	PREFAB	PREFABRICATED	STRCT	STRUCTURAL		
BLKG	BLOCKING	DR	DOOR	FUT	FUTURE	LT	LIGHT	PROP	PROPERTY	SUSP	SUSPENDED		
BLKT	BLANKET	DS	DOWNSPOUT	GA	GAUGE	LTL	LINTEL	PSI	POUNDS PER SQUARE INCH	SY	SQUARE YARD		
BM	BEAM	DSP	DRY STANDPIPE	GALV	GALVANIZED	MACH	MACHINE	PST	POUNDS PER SQUARE FOOT	SYM	SYMMETRICAL		
BOT	BOTTOM	DWG	DRAWING	GB	GRAB BAR	MAINT	MAINTENANCE	PT	POINT	T&G	TONGUE AND GROOVE		
BRG	BEARING	DWR	DRAWER	GFI	GROUND FAULT INTERRUPTION	MATL	MATERIAL	PTD	PAINTED	TC	TOP OF CURB		
BRK	BRICK	E	EAST	GL	GLASS	MAX	MAXIMUM	PTN	PARTITION	TEL	TELEPHONE		
BSMT	BASEMENT	EA	EACH	GND	GROUND	MECH	MECHANICAL	PVC	POLYVINYL CHLORIDE	TEMP	TEMPORARY		
BUR	BUILT UP ROOFING	EJ	EXPANSION JOINT	GR	GRADE	MEMB	MEMBRANE	QTR	QUARRY TILE	TER	TERRAZZO		
CAB	CABINET	ELEV	ELEVATION	GRTG	GRATING	MET	METAL	MFR	MANUFACTURER	THK	THICK		
CB	CATCH BASIN	ELEC	ELECTRICAL	GYP	GYPSUM	MH	MANHOLE	R	RISER	TP	TOP OF PAVEMENT		
CEM	CEMENT	ELEV	ELEVATOR	HB	HOSE BIB	MIN	MINIMUM	RAD	RADIUS	TRD	TREAD		
CER	CERAMIC	EMER	EMERGENCY	HC	HOLLOW CORE	MIR	MIRROR	RD	ROOF DRAIN	TSTAT	THERMOSTAT		
CFM	CUBIC FEET PER MINUTE	ENCL	ENCLOSURE	HDWD	HARDWOOD	MISC	MISCELLANEOUS	REF	REFERENCE	TV	TELEVISION		
CH	CEILING HEIGHT	EP	ELECTRICAL PANELBOARD	HDWR	HARDWARE	MO	MASONRY OPENING	REF	REFRIGERATOR	TW	TOP OF WALL		
CI	CAST IRON	EQ	EQUAL	HGT	HEIGHT	MTD	MOUNTED	REINF	REINFORCED	TYP	TYPICAL		
CJ	CONTROL JOINT	EQPT	EQUIPMENT	HM	HOLLOW METAL	MUL	MULLION	REQD	REQUIRED	UL	UNDERWRITERS LABORATORIES		
CLG	CEILING	EWC	ELECTRIC WATER COOLER	HNDRL	HANDRAIL	N	NORTH	RESL	RESILIENT	UNF	UNFINISHED		
CLKG	CAULKING	EXIST	EXISTING	HORIZ	HORIZONTAL	N/A	NOT APPLICABLE	RGSTR	REGISTER	UNO	UNLESS OTHERWISE NOTED		
CLO	CLOSET	EXP	EXPANSION	HP	HIGHPOINT	NIC	NOT IN CONTRACT	RL	RAIN LEADER	VCT	VINYL COMPOSITION TILE		
CLR	CLEAR	EXPO	EXPOSED	HR	HOUR	NO	NUMBER	RM	ROOM	VERT	VERTICAL		
CMU	CONCRETE MASONRY UNIT	EXT	EXTERIOR	HTR	HEATER	NOM	NOMINAL	RND	ROUND	VEST	VESTIBULE		
CMW	CASEWORK / MILLWORK	FA	FIRE ALARM	HVAC	HEATING, VENTILATION & AIR CONDITIONING	NTS	NOT TO SCALE	RO	ROUGH OPENING	VTR	VENT THRU ROOF		
CNTR	COUNTER	FB	FLAT BAR	HW	HOTWATER	OA	OVERALL	RQMT	REQUIREMENT	WVC	VINYL WALL COVERING		
CNTR	CENTER	FCO	FLOOR CLEAN OUT	ID	INSIDE DIAMETER (DIM)	OC	ON CENTER	S	SOUTH	W	WEST		
CO	CLEANOUT	FD	FLOOR DRAIN	IF	INSIDE FACE	OBS	OBSCURE	SC	SOLID CORE	WV	WITH		
COL	COLUMN	FDN	FOUNDATION			OD	OUTSIDE DIAMETER (DIAM)	SCHED	SCHEDULE				
CONC	CONCRETE	FE	FIRE EXTINGUISHER										

MATERIALS

	CARPET		CONCRETE
	CERAMIC TILE		EPOXY FLOOR
	CERAMIC TILE		PORCELAIN TILE

FINISH LEGEND
 6" = 1'-0"

SYMBOLS

	INTERIOR ELEVATION KEY Direction of View Sheet Number Elevation Number		DETAIL CALLOUT Drawing Number Sheet Number		ELEVATION MARKER XX'-XX" A.F.F.
	NORTH INDICATOR		ELEVATION KEY Direction of View		SPOT ELEVATION X F.F.E. = FINISH FLOOR ELEVATION
	SECTION KEY Identifier Revision Number		SECTION KEY Extent/ Direction of Section		Identifier Keynote Number
	Identifier Revision Number		Identifier Partition Type		Identifier Window Type
	Identifier Door Number		Identifier Partition Type		ROOM NAME Room Name Identifier Room Number

A Step at a Time Daycare
 OWNER: Tamisha Nellum
 PROJECT ADDRESS: 277 East Broad Street, Fairburn, GA 30213

ISSUE DATE: 4/3/2025
 ISSUED PERMIT SET
 CSBD PROJECT NUMBER: CSBD 12505201

REVISIONS
 No. Description Date

DRAWING TITLE
GENERAL INFORMATION

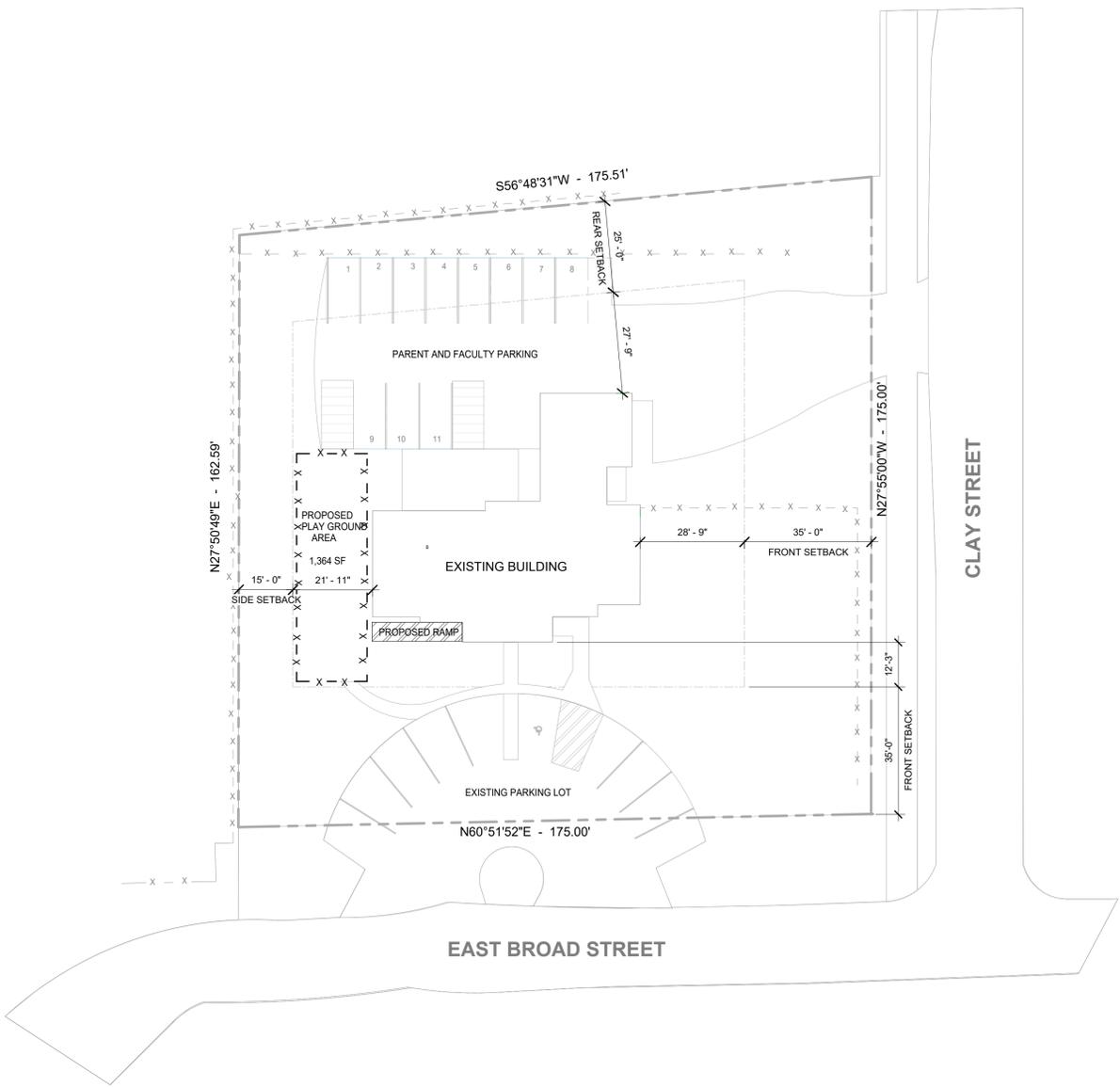
DRAWING NO.
G0.01

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1 SITE
1" = 20'-0"

LEGEND
 - X - X - New Fencing
 - X - X - Existing Fencing



A Step at a Time Daycare

OWNER
Tanjitra Nellum
PROJECT ADDRESS
277 East Broad Street, Fairburn, GA 30213

ISSUE DATE
4/3/2025

ISSUED
PERMIT SET

CSBD PROJECT NUMBER
CSBD 12505201

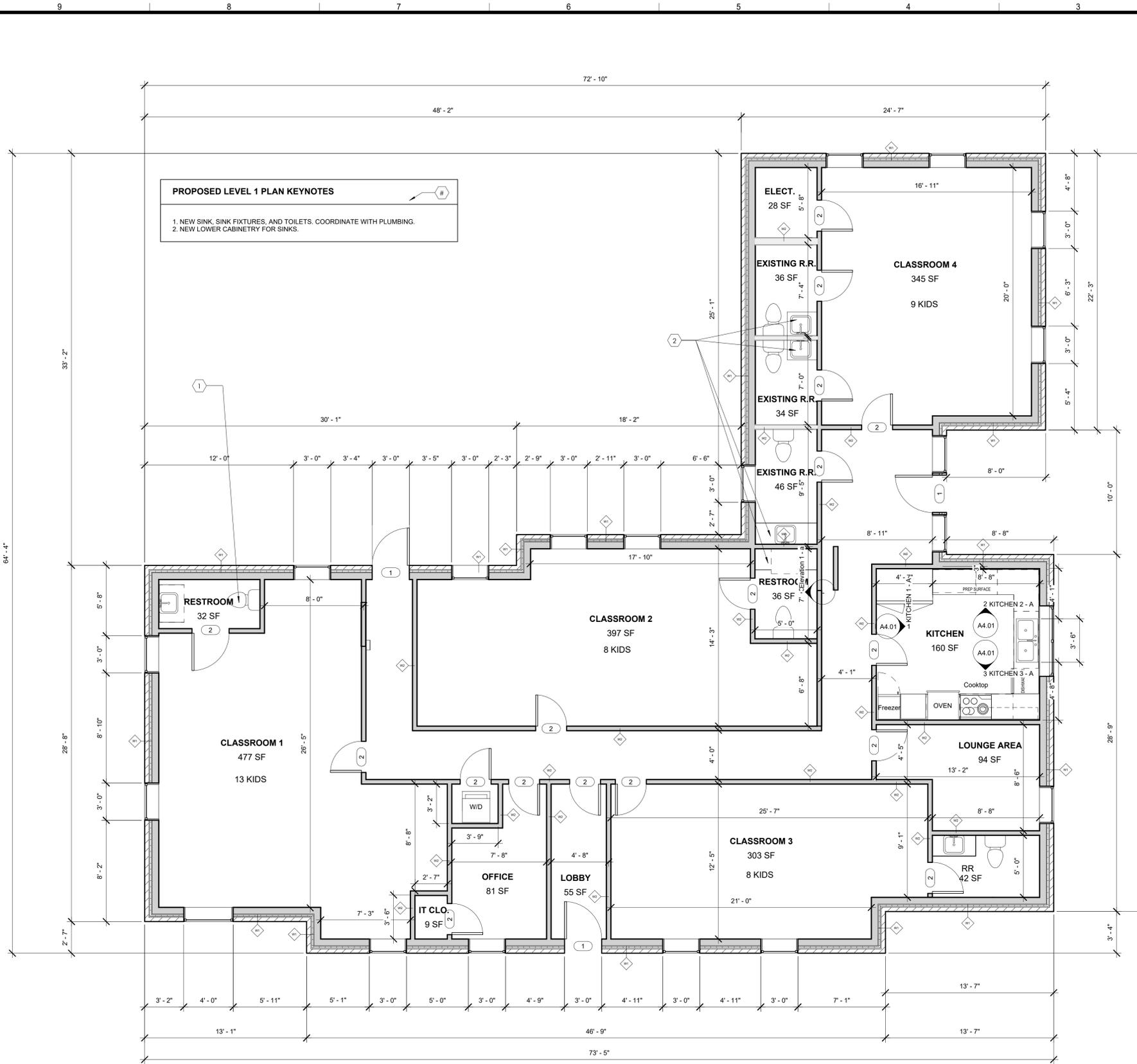
REVISIONS

No.	Description	Date

DRAWING TITLE
ARCHITECTURAL
SITE PLAN

DRAWING NO.
A1.00

4/3/2025 7:31:36 PM Autodesk Docs//A Step at a Time Daycare/New Daycare_277 NE Broad St_ARCH.rvt
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PROPOSED LEVEL 1 PLAN KEYNOTES

1. NEW SINK, SINK FIXTURES, AND TOILETS. COORDINATE WITH PLUMBING.
 2. NEW LOWER CABINETRY FOR SINKS.

1 PROPOSED FLOOR PLAN - LEVEL 1
 1/4" = 1'-0"

ARCHITECTURAL NOTES

- ALL INTERIOR PARTITIONS WILL BE WOOD STUDS AT 16" O.C. UNLESS NOTED OTHERWISE. REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL EXTERIOR WALL CONSTRUCTION INFORMATION.
- THE ARCHITECT HAS ENDEAVORED TO VERIFY THAT ALL DIMENSIONS WORK WITH ALL WALL SYSTEMS AND FIXTURES. HOWEVER, IT MAY BE NECESSARY FOR THE MILLWORK CONTRACTOR TO SLIGHTLY ALTER A FIXTURE SIZE FOR VARIOUS REASONS. THEREFORE, THE G.C. SHALL VERIFY WITH MILLWORK CONTRACTOR THE ACTUAL SIZE OF ALL WALL SYSTEMS, COMPONENTS, AND FIXTURES BEFORE CONSTRUCTING ANY WALLS.
- DIMENSIONS ARE TO FACE OF GYPSUM WALL BOARD OR CENTERLINE OF COLUMN. ALL ELEVATIONS ARE NOTED FROM FINISH FLOOR ELEVATIONS.
- ALL GYPSUM BOARD SHALL BE 5/8" TYPE 'X', UNLESS NOTED OTHERWISE.
- PROVIDE DRYWALL TRIM AT ALL EXPOSED EDGES AND CORNERS.
- MINIMUM DIMENSION FROM ANY CORNER OR WALL TO FRAMING STUD AT DOOR JAMB OPENING SHALL BE 4" (U.O.N.).
- PROVIDE METAL OR F.R.T. WOOD BLOCKING FOR ALL SIGNS AND ANY OTHER WALL MOUNTED EQUIPMENT. COORDINATE ALL BLOCKING REQUIREMENTS NECESSARY FOR MILLWORK SUPPLIER.
- THE G.C. SHALL VERIFY DIMENSIONS OF THE EXISTING SPACE AND OF ANY EXISTING CONSTRUCTION TO REMAIN BY ACTUAL MEASUREMENT BEFORE ANY WORK IS PERFORMED. IF ANY MEASUREMENTS DIFFER FROM DIMENSIONS SHOWN ON PLAN, G.C. IS TO NOTIFY THE OWNER IMMEDIATELY. THE G.C. SHALL BE RESPONSIBLE FOR CORRECTING ANY AND ALL DISCREPANCIES FOUND AFTER THE WORK IS PERFORMED, AT NO ADDITIONAL EXPENSE TO THE OWNER.
- G.C. TO VERIFY ALL FINISHED DIMENSIONS. FIELD CONDITIONS ALTERING ANY DIMENSIONS SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER AND ARCHITECT.
- THE CONTRACTOR SHALL REMEDY, WITHOUT COST TO TENANT, ANY DEFECTS DUE TO FAULTY WORKSMANSHIP.
- THE G.C. SHALL COORDINATE WORK OF VARIOUS TRADES IN INSTALLATION OF INTERRELATED WORK. BEFORE INSTALLATION OR WORK BY ANY TRADE BEGINS, MAKE PROPER PROVISIONS TO AVOID INTERFERENCES. CHANGES REQUIRED IN WORK CAUSED BY NEGLIGENCE SHALL BE MADE AT NO COST TO THE OWNER. THIS SHALL INCLUDE WORK PERFORMED BY ANY OF THE OWNER'S SUB-CONTRACTOR AS WELL AS THOSE UNDER CONTRACT TO THE G.C.
- CONVENIENCE OUTLETS MOUNTED AS REQUIRED BY APPLICABLE REGULATORY REQUIREMENTS U.O.N.
- CONVENIENCE OUTLETS TO MATCH ADJACENT WALL COLOR AS REQUIRED. OUTLETS TO BE LOCATED SO AS TO BE AS INCONSPICUOUS AS POSSIBLE AT 18" A.F.F.
- ALL EXIT DOORS SHALL BE READILY OPENED FROM THE SIDE FROM WHICH EGRESS IS TO BE MADE WITHOUT USE OF KEY OR SPECIAL KNOWLEDGE. ALL EXIT DOORS SHALL HAVE ALL HARDWARE NECESSARY TO SATISFY THE REQUIREMENTS OF THE AUTHORITIES HAVING JURISDICTION.
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- THE G.C. SHALL BE RESPONSIBLE FOR COORDINATING WITH OWNER ON ALL WORK TO BE PERFORMED BY THE OWNER. ANY POTENTIAL CONFLICTS OR DELAYS CAUSED BY THE OWNER'S SUBCONTRACTORS MUST BE DOCUMENTED IN WRITING TO THE OWNER BEFORE THE DELAY IS ACTUALLY INCURRED FOR IT TO BE CONSIDERED. OTHERWISE THE G.C. WILL BE RESPONSIBLE FOR MEETING THE SCHEDULE AS OUTLINED IN THE CONTRACT.
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- PROVIDE FIRE EXTINGUISHERS (2A-10BC) WITH RECESSED OR SEMI-RECESSED CABINET (FEC) WITHIN 75 FEET TRAVEL DISTANCE OF ALL POINTS IN THE OCCUPANCY. EXTINGUISHER SHALL BE MOUNTED ON A HOOK WITHIN THE CABINET (ELEVATED OFF CABINET FLOOR) PLACED IN EASILY ACCESSIBLE LOCATIONS AT A MINIMUM OF 48" FROM THE TOP OF THE CABINET TO THE FINISHED FLOOR. PROVIDE ON FEC IN THE STOCK ROOM NEAR THE EXIT DOOR, AND ADDITIONAL FEC IN THE STOCK ROOM IF NEEDED TO MEET THE 75 FEET TRAVEL DISTANCE. TYPE (K) EXTINGUISHERS TO BE PROVIDED IN ALL FOOD PREP. AREAS AND AT DISCRETION OF FIRE OFFICIAL.
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- PROVIDE FIRE BLOCKING AT INTERCONNECTIONS BETWEEN CONCEALED VERTICAL AND HORIZONTAL SPACES. ANY PENETRATIONS THROUGH THIS MEMBER MUST BE SEALED.

WALL LEGEND

	INTERIOR WALL - 2" X 4" WOOD STUD W/ 1/2" GYPSUM BOARD ON BOTH SIDES
	EXTERIOR WALL - BRICK ON 6" WOOD STUDS



555 Marriott Drive, Suite 315
 Nashville, Tennessee 37214
 615.814.0350

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A Step at a Time Daycare

OWNER
 Tamisha Nellum
 PROJECT ADDRESS
 277 East Broad Street, Fairburn, GA 30213

ISSUE DATE
 4/3/2025

ISSUED PERMIT SET

CSBD PROJECT NUMBER
 CSBD 12505201

REVISIONS

No.	Description	Date

DRAWING TITLE
**NEW FLOOR PLAN
 LEVEL 1**

DRAWING NO.
A1.02

ARCHITECTURAL NOTES

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- THE G.C. SHALL SUPPLY ALL MATERIALS, LABOR AND COORDINATION REQUIRED FOR THE INSTALLATION OF ALL OWNER-SUPPLIED ITEMS AS DESCRIBED IN THE DOCUMENTS, U.O.N.
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WALL LEGEND	
	INTERIOR WALL - 2' X 4" WOOD STUD W/ 1/2" GYPSUM BOARD ON BOTH SIDES
	EXTERIOR WALL - BRICK ON 6" WOOD STUDS



555 Marriott Drive, Suite 315
Nashville, Tennessee 37214
615.814.0350

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A Step at a Time Daycare
OWNER: Tamisra Nellum
PROJECT ADDRESS: 277 East Broad Street, Fairburn, GA 30213

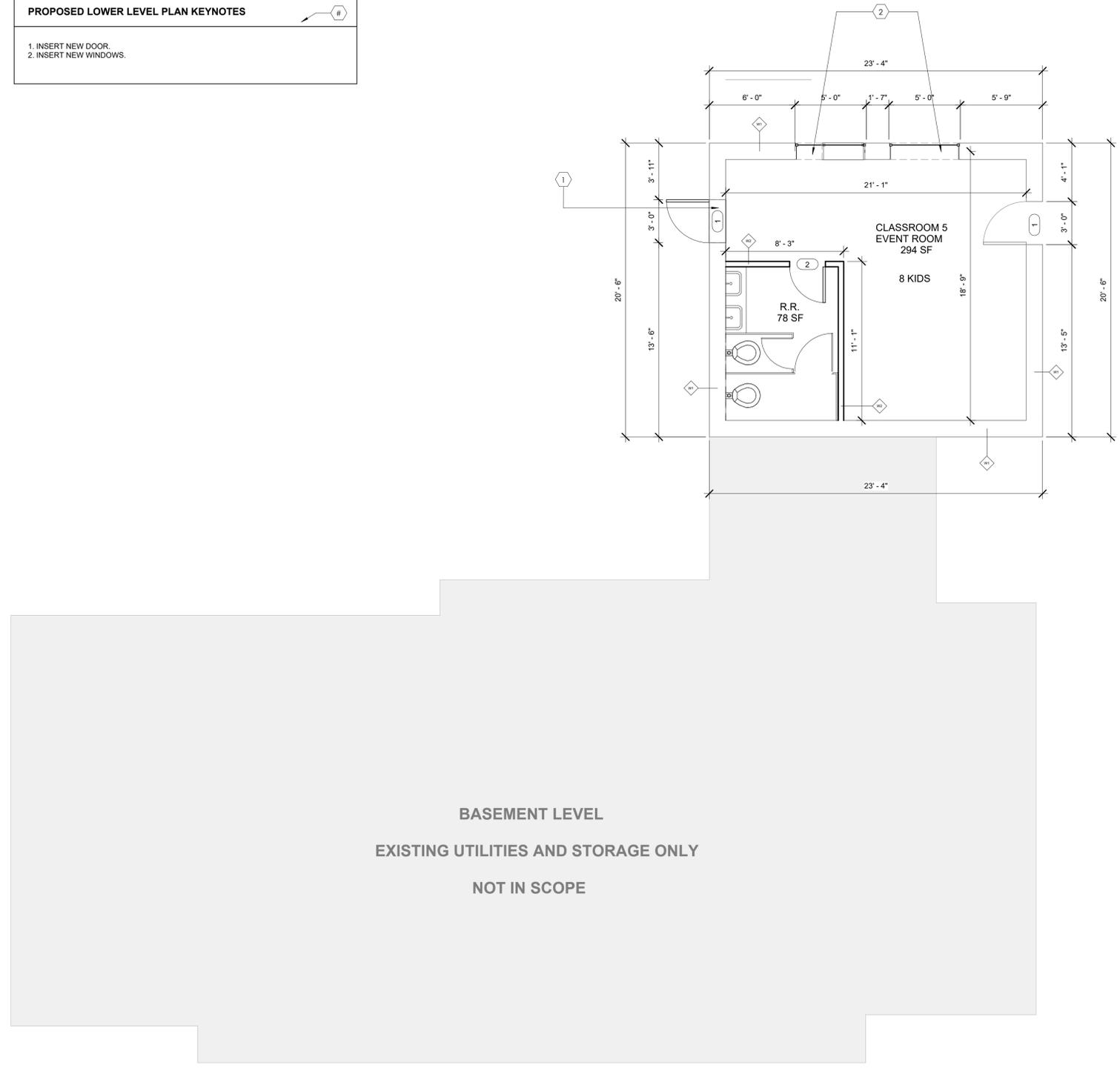
ISSUE DATE: 4/3/2025
ISSUED PERMIT SET
CSBD PROJECT NUMBER: CSBD 12505201

REVISIONS		
No.	Description	Date

DRAWING TITLE
NEW LOWER LEVEL FLOOR PLAN

DRAWING NO.
A1.021

PROPOSED LOWER LEVEL PLAN KEYNOTES	
1	INSERT NEW DOOR.
2	INSERT NEW WINDOWS.



1 PROPOSED FLOOR PLAN - LOWER LEVEL
1/4" = 1'-0"

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Deed Book 54642 Pg 347
Filed and Recorded Feb-23-2015 10:44am
2015-0096102
Georgia Intangible Tax Paid \$538.50
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

After recording return to:

~~PNC Bank, National Association
Attention: P5-PCLC-01-i
2730 Liberty Avenue
Pittsburgh, PA 15222
Attn: Mindy Mastalerz~~

Return to:
Wharton Law, L.C.
191 Peachtree Street NE, Suite 3300
Atlanta, Georgia 30303
Attn: Marika Burnett
WLS-0007-M

Deed to Secure Debt, Security Agreement and Fixture Filing



THIS DEED TO SECURE DEBT, SECURITY AGREEMENT AND FIXTURE FILING (this "Security Deed") is made as of the 9th day of February, 2015, by **CAMHAYES REAL ESTATE, LLC**, (the "Grantor"), with an address at 277 East Broad Street, Fairburn, GA 30213 in favor of **PNC BANK, NATIONAL ASSOCIATION** (the "Grantee"), with an address at 1075 Peachtree Street NE Suite 1800, Atlanta, GA 30309.

WHEREAS, the Grantor is the owner of a certain tract or parcel of land described in Exhibit A attached hereto and made a part hereof, together with the improvements now or hereafter erected thereon; and

WHEREAS, the Grantor has borrowed from the Grantee, is providing a guaranty of a borrowing from the Grantee, or is otherwise executing and delivering this Security Deed as collateral security for one or more borrowings from the Grantee, in an amount not to exceed **ONE HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$179,200.00)** (the "Loan"), which Loan is evidenced by one or more promissory notes in favor of the Grantee in the aggregate amount of **ONE HUNDRED SEVENTY NINE THOUSAND TWO HUNDRED AND 00/100 (\$179,200.00)**, (as the same may be amended, supplemented or replaced from time to time, the "Note") with the full debt, if not paid earlier due and payable on February 9, 2020, or at such earlier date in the event such indebtedness is accelerated in accordance with the terms of the Note or this Security Deed;

NOW, THEREFORE, for the purpose of securing the payment and performance of the following obligations (collectively called the "Obligations"):

Form 12A - GA Rev. 7/13

Deed Book 54642 Pg 345
Filed and Recorded Feb-23-2015 10:44am
2015-0096101
Real Estate Transfer Tax \$224.00
Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

RETURN RECORDED DOCUMENT TO:

WHARTON LAW, L.C.
191 PEACHTREE STREET, NE
SUITE 3300
ATLANTA, GEORGIA 30303
ATTN: MARIKA BURNETT
FILE #: WL15-0007-M

STATE OF GEORGIA

COUNTY OF FULTON

WARRANTY DEED

THIS INDENTURE made this 9th day of February, 2015 between

Dayton Homes, LLC

as party or parties of the first part, hereinafter called Grantor, and

CamHayes Real Estate, LLC

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 66 OF THE 9TH DISTRICT OF FORMERLY CAMPBELL, NOW FULTON COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF EAST BROAD STREET AND CLAY STREET, RUNNING THENCE NORTHERLY ALONG THE EASTERLY SIDE OF EAST BROAD STREET A DISTANCE OF 175 FEET; RUNNING THENCE EASTERLY PARALLEL WITH CLAY STREET, A DISTANCE OF 175 FEET; RUNNING THENCE SOUTHERLY A DISTANCE OF 175 FEET TO THE NORTHERLY SIDE OF CLAY STREET; THENCE WESTERLY ALONG THE NORTHERLY SIDE OF CLAY STREET A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING; BEING IMPROVED PROPERTY KNOWN AS 277 EAST BROAD STREET, FAIRBURN, GEORGIA, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING IN HOUSES IN THE CITY OF FAIRBURN, GEORGIA.

PARCEL #: 09F-1703-0066-120-0

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whatsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

GRANTOR:

Dayton Homes, LLC



Name: Anthony Kalb
Title: Member

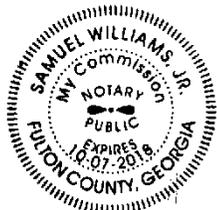
Signed, sealed and delivered
in the presence of:



Unofficial Witness



Notary Public



(A) The Loan, the Note and all other loans, advances, debts, liabilities, obligations, covenants and duties owing by the Grantor to the Grantee or to any other direct or indirect subsidiary of The PNC Financial Services Group, Inc., of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, or (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Grantee to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Grantee's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Grantee and incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses.

(B) Any sums advanced by the Grantee or which may otherwise become due pursuant to the provisions of the Note or this Security Deed or pursuant to any other document or instrument at any time delivered to the Grantee to evidence or secure any of the Obligations or which otherwise relate to any of the Obligations (as the same may be amended, supplemented or replaced from time to time, the "**Loan Documents**").

The Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, does hereby give, grant, bargain, sell, convey, assign, transfer, hypothecate, pledge, set over and confirm unto the Grantee and does agree that the Grantee shall have a security interest in and security title to all of Grantor's right, title, estate, claim and interest in the following described property, all accessions and additions thereto, all substitutions therefor and replacements and proceeds thereof, and all reversions and remainders of such property now owned or held or hereafter acquired (the "**Property**"), to wit:

(a) All of the Grantor's estate in that certain tract or parcel of land located 277 East Broad Street, Fairburn, GA 30213 in the State of Georgia as described in Exhibit A, which is attached hereto and incorporated herein by reference; together with all of the easements, rights of way, privileges, liberties, hereditaments, gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging or appertaining, and all of the Grantor's estate, right, title, interest, claim and demand therein and in the public streets and ways adjacent thereto, either in law or in equity (the "**Land**");

(b) All the buildings, structures and improvements of every kind and description now or hereafter erected or placed on the Land, and all facilities, fixtures, machinery, apparatus, appliances, installations, machinery and equipment, including all building materials to be incorporated into such buildings, all electrical equipment necessary for the operation of such

buildings and heating, air conditioning and plumbing equipment now or hereafter attached to, located in or used in connection with those buildings, structures or other improvements (the **"Improvements"**);

(c) All rents, income, issues and profits arising or issuing from the Land and the Improvements and advantages and claims against guarantors of any Leases (defined below) (the **"Rents"**) including the Rents arising or issuing from all leases, licenses, subleases or any other use or occupancy agreement now or hereafter entered into covering all or any part of the Land and Improvements (the **"Leases"**), all of which Leases and Rents are hereby assigned to the Grantee by the Grantor. The foregoing assignment shall include all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in hotels, motels, or other lodging properties, and all cash or securities deposited under Leases to secure performance of lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The foregoing assignment extends to Rents arising both before and after the commencement by or against the Grantor of any case or proceeding under any Federal or State bankruptcy, insolvency or similar law, and is intended as an absolute assignment and not merely the granting of a security interest. The Grantor, however, shall have a license to collect retain and use the Rents so long as no Event of Default shall have occurred and be continuing or shall exist. The Grantor will execute and deliver to the Grantee, on demand, such additional assignments and instruments as the Grantee may require to implement, confirm, maintain and continue the assignment of Rents hereunder;

(d) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(e) This Security Deed constitutes a security agreement under the Uniform Commercial Code as enacted in the State of Georgia (the **"UCC"**). Without limiting any of the other provisions of this Security Deed, the Grantor, as debtor, expressly grants unto the Grantee, as secured party, a security interest in all personal property of the Grantor, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care-insurance receivables and credit card receivables); (ii) securities entitlements, securities accounts, commodity accounts, commodity contracts and investment property; (iii) deposit accounts; (iv) instruments (including promissory notes); (v) documents (including warehouse receipts); (vi) chattel paper (including electronic chattel paper and tangible chattel paper); (vii) inventory, including raw materials, work in process, or materials used or consumed in Grantor's business, items held for sale or lease or furnished or to be furnished under contracts of service, sale or lease, goods that are returned, reclaimed or repossessed; (viii) goods of every nature, including stock-in-trade, goods on consignment, standing timber that is to be cut and removed under a conveyance or contract for sale, the unborn young of animals, crops grown, growing, or to be grown, manufactured homes, computer programs embedded in such goods and farm products; (ix) equipment, including machinery, vehicles and furniture; (x) fixtures; (xi) agricultural liens; (xii) as-extracted collateral; (xiii) letter of credit rights; (xiv) general intangibles, of every kind and description, including payment intangibles, software, computer information, source codes, object codes, records and data, all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, tradenames, tradestyles, trademark applications, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies; (xv) all supporting obligations of all of the foregoing property; (xvi) all property of the Grantor now or hereafter in the Grantee's possession or in transit to or from, or under the custody or control of, the

COMMERCIAL PURCHASE AND SALE AGREEMENT

Offer Date: February 10, 2025



2025 Printing

A. KEY TERMS AND CONDITIONS

1. **Purchase and Sale.** The undersigned buyer(s) ("Buyer") agree to buy and the undersigned seller(s) ("Seller") agree to sell the real property described below including all fixtures, improvements and landscaping therein ("Property") on the terms and conditions set forth in this Agreement.

a. **Property Identification:** Address: 277 NE Broad Street
City Fairburn, County Fulton, Georgia, Zip Code 30213
MLS Number: _____ Tax Parcel I.D. Number: 09F170300661200

b. **Legal Description:** The legal description of the Property is attached as Exhibit A hereto.

2. **Purchase Price of Property to be Paid by Buyer.**
\$ 799,900.00

3. **Closing Costs.**
Seller's Contribution at Closing: \$ 12,000.00

4. **Closing and Possession Date.** June 23, 2025

5. **Closing Law Firm ("Closing Attorney").**
The Fogel Law Firm, LLC
Phone Number: (404)522-1852

6. **Holder of Earnest Money/Escrow Agent.**
The Fogel Law Firm

7. **Earnest Money.**

a. Earnest money will be paid to Holder in a method of payment acceptable to the Holder as follows:

- i. \$ _____ as of the Offer Date.
- ii. \$ 12,000.00 within 4 days from the Binding Agreement Date.
- iii. _____

b. Disputes regarding Earnest Money shall be resolved by a reasonable interpretation by Holder OR arbitration.

8. **Due Diligence Period.** Property is being sold subject to a Due Diligence Period of 60 days from the Binding Agreement Date. Seller shall deliver Due Diligence Materials to Buyer within 15 days from Binding Agreement Date.

9. **Title Examination.** Buyer shall have 60 days from the Binding Agreement Date in which to furnish written title objections to Seller ("Title Examination Period").

10. **Existing Brokerage Compensation or Management Obligations.** If there are any brokerage Compensation or management obligations due in connection with any leases or other agreements pertaining to the Property, then the existing brokerage Compensation or management obligations will be paid by Seller at Closing, OR Buyer will assume existing lease Compensation and/or management obligations.

11. **Assignment.** Buyer may OR may not assign this Agreement in accordance with the terms of this Agreement.

12. **Brokerage Relationships in this Transaction.**

a. **Buyer's Broker is** BHHS GA Properties **and is:**
(1) representing Buyer as a client.
(2) working with Buyer as a customer.
(3) acting as a dual agent representing Buyer and Seller.
(4) acting as a designated agent where:

_____ has been assigned to exclusively represent Buyer.

b. **Seller's Broker is** Randolph Williamson **and is:**
(1) representing Seller as a client.
(2) working with Seller as a customer.
(3) acting as a dual agent representing Buyer and Seller.
(4) acting as a designated agent where:

_____ has been assigned to exclusively represent Seller.

c. **Material Relationship Disclosure:** The material relationships required to be disclosed by either Broker are as follows:
None

13. **Time Limit of Offer.** The Offer set forth herein expires at 4 o'clock P.m. on the date February 13, 2025.

February 20, 2025

Initial
T.N.

Buyer(s) Initials T.N.

Seller(s) Initials MB

B. FURTHER EXPLANATIONS TO CORRESPONDING PARAGRAPHS IN SECTION A**1. Purchase and Sale.**

a. Seller's Obligations at Closing. At Closing, Seller shall deliver to Buyer: (a) a Closing Statement; (b) Limited Warranty Deed; (c) FIRPTA (Foreign Investment in Real Property Tax Act) Affidavit (indicating that Seller is not a "foreign person" or "foreign corporation" as that term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986); (d) an Affidavit of Seller's Residence Regarding Georgia Withholding Tax, establishing that Seller is exempt from the requirements of O.C.G.A. § 48-7-128, the Georgia Withholding Statute (or Affidavit of Exemption or Affidavit of Seller's Gain, if withholding is required); (e) a transfer tax declaration form properly signed and executed by Seller; and, (f) all documents which Seller must execute under the terms of this Agreement to cause the Title Company to deliver to Buyer the Title Policy, including, without limitation, a title commitment from Seller to Buyer and to the Title Company in the form customarily used in Georgia commercial real estate transactions so as to enable the Title Company to issue Buyer the Title Policy with all standard exceptions deleted except for the lien for any unpaid taxes and subject only to the Permitted Exceptions and evidence reasonably satisfactory to Title Company of its due and proper authority and power to perform its obligations hereunder. In addition, Seller shall deliver to Buyer at Closing all documents/items indicated in Exhibit "C", if any. (All documents to be delivered by Seller under this paragraph, including all documents/items indicated in Exhibit "C" are collectively "Seller's Closing Documents".)

b. Conditions to Closing.

- i. **Conditions in Favor of Buyer:** The obligation of Buyer to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:
- (a) All representations and warranties of Seller made herein shall remain true and correct;
 - (b) Seller shall have performed all of the covenants undertaken by Seller in this Agreement to be performed by Seller at or prior to Closing;
 - (c) Seller shall have delivered to the Buyer properly executed originals of Seller's Closing Documents;
 - (d) There shall have been no material adverse change in the physical condition of Property, except as otherwise provided for in this Agreement; and
 - (e) The issuance at Closing of the Title Policy (or marked binder), with all standard exceptions deleted and subject only to the Permitted Exceptions.
- ii. **Conditions in Favor of Seller:** The obligation of Seller to consummate the transaction contemplated herein is conditioned upon the following conditions precedent as of the Closing Date:
- (a) All representations and warranties of Buyer made herein shall remain true and correct;
 - (b) Buyer shall have performed all of the covenants undertaken by Buyer in this Agreement to be performed by Buyer at or prior to Closing; and
 - (c) Buyer shall have: (a) delivered to the Seller properly executed originals of the transfer tax declaration form, title policy documents, Closing statement, and any other documents identified in Exhibit "C" that require Buyer's signature; and (b) paid the Purchase Price, plus or minus prorations and adjustments, to Seller.

2. Purchase Price of Property to be Paid by Buyer. The purchase price shall be paid in U.S. Dollars by such method of delivery acceptable to the Closing Attorney including, but not limited to, wire transfer of immediately available funds. Where this Agreement refers to sales price, it shall mean the same thing as the purchase price.

3. Closing Costs.

- a. Seller's Costs:** Seller shall pay the amount of Seller's Monetary Contribution at Closing, if any, referenced in this Agreement, the cost of recording any title curative document, including, without limitation, satisfactions of deeds to secure debt, quitclaim deeds and financing statement terminations; all deed recording fees and the fees of Seller's counsel.
- b. Buyer's Costs:** Buyer shall pay the cost of Buyer's counsel and consultants; all transfer taxes; any costs in connection with Buyer's inspection of Property and any costs associated with obtaining financing for the acquisition of Property (including any intangibles tax, all deed recording fees and the cost of recording Buyer's loan documents); and the cost of any title examination, survey of the Property obtained by Buyer and any owner's or lender's title insurance.
- c. Taxes and Prorations.** Ad valorem property taxes, community association fees, solid waste and governmental fees and utility bills for which service cannot be terminated as of the date of Closing; rents, tenant improvements costs and leasing Compensation on Property for the calendar year in which the Closing takes place shall be prorated as of 12:01 a.m. on the Closing Date. In the event ad valorem property taxes are based upon an estimated tax bill or tax bill under appeal, Buyer and Seller shall, upon the issuance of the actual tax bill or the appeal being resolved, promptly make such financial adjustments between themselves as are necessary to correctly prorate the tax bill. In the event there are tax savings resulting from a tax appeal, third party costs to handle the appeal may be deducted from the savings for that tax year before re-prorating. Any pending tax appeal shall be deemed assigned to Buyer at Closing.

4. Closing and Possession Date.

- a. Right to Extend the Closing Date:** Buyer or Seller may unilaterally extend the Closing Date for eight (8) days upon notice to the other party given prior to 8:00 p.m. on the date of Closing if: (1) Seller cannot satisfy valid title objections (excluding title objections that: (a) can be satisfied through the payment of money or by bonding off the same; and (b) do not prevent Seller from conveying good and marketable title, as that term is defined herein, to the Property); or (2) Buyer's mortgage lender (including in transactions where the financing contingency has expired) or the Closing Attorney is delayed and cannot fulfill their respective obligations by the date of Closing, provided that the delay is not caused by Buyer. The party unilaterally extending the Closing Date shall state the basis for the delay in the notice of extension. If the right to unilaterally extend the Closing Date is exercised once by either the Buyer or Seller, the right shall thereafter terminate.
- b. Keys and Openers:** At Closing, Seller shall provide Buyer with all keys, door openers, fobs, access cards, codes and other similar equipment allowing access to the Property, the community, and community amenities. In the event Seller is required to return the above items to a third-party, Seller shall provide Buyer with instructions on how to contact the third-party to obtain such items.

- c. Devices and Fixtures:** Except as set forth above, if a system, device, or fixture conveyed with the Property ("Device") cannot be operated without a specific controller, then not later than time of possession, Seller will provide Buyer with all controllers which are required for the operation of the Devices. Seller will also provide Buyer with all Device credentials, including but not limited to usernames and passwords, for all Devices including access and guest codes OR Seller may reset Devices to factory defaults and provide Buyer with default credentials for all Devices. Seller will terminate Seller's administrative access and any access granted to a third-party. The cost of transferring third-party support to these Devices and confirming that Seller's and/or third-parties' administrative access is terminated is the responsibility of the Buyer.
- 5. Closing Law Firm.** Buyer shall have the right to select the Closing Attorney to close this transaction, and hereby selects the Closing Attorney referenced herein. In all cases where an individual Closing Attorney is named in this Agreement but the Closing Attorney is employed by or an owner, shareholder, or member in a law firm, the law firm shall be deemed to be the Closing Attorney. If Buyer's mortgage lender refuses to allow that Closing Attorney to close this transaction, Buyer shall select a different Closing Attorney acceptable to the mortgage lender. The Closing Attorney shall represent the mortgage lender in any transaction in which the Buyer obtains mortgage financing. In transactions where the Buyer does not obtain mortgage financing, the Closing Attorney shall represent the Buyer in preparing the Closing documents, attempting to clear title of the Property to the satisfaction of the title insurance company, conducting the Closing, disbursing funds according to the settlement statement signed by the parties and Closing Attorney, timely recording deeds and issuing an owner's title insurance policy. Other than those services specifically listed above, nothing herein shall obligate the Closing Attorney to perform other legal services, including, but not limited to, certifying or warranting title of the Property, for the Buyer, except pursuant to a separate engagement agreement signed by the Closing Attorney and the Buyer.
- 6. Holder of Earnest Money/Escrow Agent.** The earnest money will be paid to Holder in a method of payment acceptable to the Holder. Holder has the right to charge Buyer for any cost associated with receiving of earnest money. Such charge shall be collected separately from the payment of earnest money. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored by the bank upon which it is drawn, or earnest money is not timely paid, Holder shall promptly give notice of the same to Buyer and Seller. Buyer shall have three (3) banking days from the date of receiving the notice to cure the default and if Buyer does not do so, Seller may within seven (7) days thereafter terminate this Agreement upon notice to Buyer. If Seller fails to terminate the Agreement timely, Seller's right to terminate based on the default shall be waived. In the event Holder's bank charges any fees related to Buyer's check being dishonored, Buyer stopping payment, or Buyer's failure to deliver Earnest Money, Holder shall notify the Buyer and the Buyer shall immediately reimburse Holder the cost of the fees in addition to fulfilling their earnest money obligations.
- 7. Earnest Money.**
- a. Receipt:** In the event Buyer terminates this Agreement during the Due Diligence Period or does not otherwise close this transaction, Buyer shall promptly return all Due Diligence materials to Seller. The earnest money shall be deposited into Holder's escrow/trust account (with Holder being permitted to retain the interest if the account is interest bearing) not later than: (a) five (5) banking days after the Binding Agreement Date hereunder or (b) five (5) banking days after the date it is actually received if it is received after the Binding Agreement Date. If Buyer writes a check for earnest money and the same is deposited into Holder's escrow/trust account, Holder shall not be required to return the earnest money until the check has cleared the account on which the check was written. In the event any earnest money check is dishonored for any reason by the bank upon which it is drawn, Holder shall promptly give notice to Buyer and Seller. Buyer shall have 3 banking days after notice to deliver good funds to Holder. In the event Buyer does not timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to Buyer.
- b. Entitlement to Earnest Money:** Subject to the Disbursement of earnest money paragraph below:
- (1) Buyer shall be entitled to the earnest money upon: (a) failure of the parties to enter into a binding agreement; (b) failure of any contingency or condition to which this Agreement is subject; (c) termination of this Agreement due to the default of Seller; (d) the termination of this Agreement in accordance with a specific right to terminate set forth in the Agreement; or (e) upon the Closing of Property.
 - (2) Seller shall be entitled to the earnest money if this Agreement is terminated due to the default of Buyer. In such event, Holder may pay the earnest money to Seller by check, which if accepted and deposited by Seller, shall constitute liquidated damages in full settlement of all claims of Seller. It is agreed to by the parties that such liquidated damages are not a penalty and are a good faith estimate of Seller's actual damages, which damages are difficult to ascertain.
- c. Disbursement of Earnest Money:** Holder shall disburse Earnest Money only as follows: (a) at Closing; (b) upon a subsequent written agreement signed by Buyer and Seller; (c) as set forth below in the event of a dispute regarding earnest money; or (d) the failure of the parties to enter into a binding agreement (where there is no dispute over the formation or enforceability of the Agreement). No party shall seek damages from Holder, nor shall Holder be liable for any such damages, for any matter arising out of or related to the performance of Holder's duties hereunder.
- d. Disputes Regarding Earnest Money:** In the event Buyer or Seller notifies Holder of a dispute regarding the disposition of Earnest Money that Holder cannot resolve, Holder shall settle the dispute in accordance with method selected on the cover page of this Agreement.

- (1) **Reasonable Interpretation by Holder:** In the event earnest money disputes are to be resolved by Holder herein, Holder may disburse the earnest money upon a reasonable interpretation of the Agreement, provided that Holder first gives all parties 10 days notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to Holder within the ten (10) day notice period. Objections not timely made in writing shall be deemed waived. If Holder receives an objection and after considering it, decides to disburse the earnest money as originally proposed, Holder may do so and send notice to the parties of Holder's action. If Holder decides to modify its proposed disbursement, Holder shall first send a new ten (10) day notice to the parties stating the rationale for the modification and to whom the disbursement will now be made. If there is a dispute over the earnest money which the parties cannot resolve after a reasonable period of time, and where Holder has a bona fide question as to who is entitled to the earnest money, Broker may interplead the earnest money into a court of competent jurisdiction. Holder shall be reimbursed for and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorney's fees and court costs and the amount deducted by Holder from the non-prevailing defendant.
- (2) **Arbitration:** In the event arbitration is selected as the method to resolve earnest money disputes, such disputes shall be resolved by arbitration in accordance with the Federal Arbitration Act 9 U.S.C. § 1 et. seq. and the rules and procedures of the arbitration company selected to administer the arbitration. Upon making or receiving a demand for arbitration, the parties shall work together in good faith to select a mutually acceptable arbitration company with offices in Georgia to administer and conduct the arbitration. If the parties cannot mutually agree on an arbitration company, the company shall be selected as follows. Each party shall simultaneously exchange with the other party a list of three arbitration companies with offices in Georgia acceptable to that party to administer and conduct the arbitration. If there is only one (1) arbitration company that is common to both lists, that company shall administer and conduct the arbitration. If there is more than one arbitration company that is common to both lists, the parties shall either mutually agree on which arbitration company shall be selected or flip a coin to select the arbitration company. If there is not initially a common arbitration company on the lists, the parties shall repeat the process by expanding their lists by two each time until there is a common name on the lists selected by the parties. The decision of the arbitrator shall be final and the arbitrator shall have authority to award attorneys' fees and allocate the costs of arbitration as part of any final award.
8. **Due Diligence.** Buyer has paid Seller the sum of \$25, the receipt of which is hereby acknowledged by Seller, as option money for Buyer having the right to terminate this agreement during the Due Diligence Period. Prior to Closing, Buyer and Buyer's agents shall have the right to enter upon Property at Buyer's expense, and at reasonable times, to inspect, survey, examine, and test Property as Buyer may deem necessary as part of Buyer's acquisition of Property. Buyer shall indemnify and hold Seller and all Brokers harmless from and against any and all claims, injuries, and damages to persons and/or property arising out of or related to the exercise of Buyer's rights hereunder. During the Due Diligence Period Buyer may evaluate Property, the feasibility of the transaction, the availability and cost of financing, and any other matter of concern to Buyer. During the Due Diligence Period, Buyer shall have the right to terminate this Agreement upon notice to Seller if Buyer determines, based on an evaluation of the above, that it is not desirable to proceed with the transaction. In such event, Holder shall promptly refund Buyer's earnest money in accordance with the earnest money paragraph below.
9. **Title Examination.**
- a. **Examination:** Buyer may examine title and/or obtain a survey of the Property and furnish Seller with a written statement of title objections prior to the end of the Title Examination Period. If Seller fails or is unable to satisfy valid title objections at or prior to the Closing or any unilateral extension thereof, which would prevent the Seller from conveying good and marketable title to the Property, then Buyer, among its other remedies, may terminate the Agreement without penalty upon written notice to Seller. Good and marketable title as used herein shall mean title which a title insurance company licensed to do business in Georgia will insure at its regular rates, subject only to standard exceptions.
- b. **Warranties of Seller:** Seller warrants that at Closing, Seller shall convey good and marketable, fee simple title to Property to Buyer by limited warranty deed, subject only to the following exemptions:
- (1) Zoning;
 - (2) Leases, if any, specified in this Agreement;
 - (3) General utility, sewer and drainage easements of record as of the Binding Agreement Date;
 - (4) Liens for ad valorem taxes not yet due and payable;
 - (5) Those exceptions to which Buyer does not object or which Buyer waives in accordance with the Title Objections paragraph below.
 - (6) Those Permitted Exceptions attached hereto and incorporated herein as an exhibit to which Buyer has agreed not to object. For all purposes under this Agreement, "Good and marketable, fee simple title" with respect to Property shall be such title: (a) as is classified as "marketable" under the Title Standards of the State Bar of Georgia; and (b) as is acceptable to and insurable by a title insurance company doing business in Georgia ("Title Company"), at standard rates on an American Land Title Association Owner's Policy ("Title Policy").
- c. **Title Objections:** Seller shall have until the Closing to cure all valid title objections ("Title Cure Period"). Seller shall satisfy any existing liens or monetary encumbrances identified by Buyer as title objections which may be satisfied by the payment of a sum certain prior to or at Closing. Except for Seller's obligations in the preceding sentence, if Seller fails to cure any other valid title objections of Buyer within the Title Cure Period (and fails to provide Buyer with evidence of Seller's cure satisfactory to Buyer and to the Title Company), Buyer may, as Buyer's sole remedies: (1) rescind the transaction contemplated hereby, in which case, Buyer shall be entitled to the return of Buyer's earnest money; (2) waive any such objections and elect to close the transaction contemplated hereby irrespective of such title objections and without reduction of the Purchase Price; or (3) extend the Closing Date for a period of time not to exceed fifteen (15) days to allow Seller further time to cure such valid title objections. Failure to act in a timely manner under this paragraph shall constitute a waiver of Buyer's rights hereunder. Buyer shall have the right to re-examine title prior to Closing and notify Seller at Closing of any title objections which appear of record after the date of Buyer's initial title examination and before Closing.

- 10. Existing Brokerage Compensation or Management Obligations.** The Property may be subject to management, service or other contracts that affect the Property that cannot be terminated at Closing by Buyer. Seller agrees to provide Buyer with copies of any management, service or other contracts that affect the Property as part of the Due Diligence Materials to be delivered by Seller to Buyer.
- 11. Assignment.** If Buyer does not have the right to assign this Agreement, then Buyer cannot assign this Agreement without the prior written permission of Seller. Any such approved assignment shall not release the original Buyer from any liabilities or obligations herein. Notice of such assignment shall be delivered to the Seller within 2 working days of execution, but not less than 5 days from Closing. If Buyer has the right to assign this Agreement, then this Agreement may be assigned by the Buyer to any legal entity of which the Buyer or a principal or principals of Buyer own at least a 25% interest.
- 12. Brokerage Relationships and Compensation in this Transaction.**
- a. Compensation of Broker(s):** The Compensation of Seller's Broker and Buyer's Broker, if any, for professional brokerage services shall be as set forth herein or in a separate written agreement. [If the Compensation of any Broker is to be set forth in this Agreement or is modifying the previously agreed upon Compensation of the Broker, the parties should attach a Buyer's Broker Compensation Agreement (F259) to this Agreement to reflect the same.] If the Broker in question does not agree to such change in Compensation in writing, it shall not be binding upon them. If a licensee of Broker is signing this Agreement on behalf of Broker, such licensee hereby warrants that they have full authority to sign this Agreement on behalf of and bind Broker. Whether the Brokers involved in this transaction sign this Agreement or not, they shall be deemed to be express third party beneficiaries of this Agreement, shall have the right to enforce all provisions in this Agreement that benefit them or afford them rights and defenses and shall have all remedies at law or in equity in the event of a breach of this Agreement. Buyer and Seller agree that any Compensation to be paid to Broker(s) shall be shown on the settlement statement and collected by the Closing Attorney as a pre-condition to Buyer and Seller closing on the Property so long as the same is permitted by Buyer's mortgage lender, if any. The Closing Attorney is hereby authorized and directed to pay the Broker(s) at Closing, the Compensation of the respective Broker(s) pursuant to this Agreement, or if the Compensation is not in this Agreement, then pursuant to a side agreement or written instructions from the Broker(s) at Closing. If the sale proceeds are insufficient to pay the agreed upon Compensation, the party owing the Compensation shall pay any shortfall at Closing. The acceptance by the Broker(s) of partial Compensation at Closing shall not relieve the party owing the same from paying the remainder after the Closing (unless the Broker(s) have expressly agreed in writing to accept the amount paid in full satisfaction of Broker's Compensation).
- b. Disclaimer:** Buyer and Seller have not relied upon any representations of Brokers other than what is included in this Agreement or in an amendment thereto. This shall include representations made after this Agreement is entered into. Brokers shall have no duty to determine whether the identities of the Buyer and/or Seller are legitimate or inspect the Property for defects, hazardous conditions and/or repairs. The Brokers herein shall have no duty to advise Buyer or Seller on any matter relating to the Property which could have been revealed through a survey, appraisal, title search, Official Georgia Wood Infestation Report, utility bill review, septic system inspection, well water test, tests for radon, asbestos, mold, methamphetamine, and lead-based paint; moisture test of stucco or synthetic stucco, inspection of the Property by a professional, construction expert, structural, soils or environmental engineer; review of this Agreement and transaction by an attorney, financial planner, mortgage consultant or tax consultant; and consulting appropriate governmental officials to determine, among other things and without limitation, the zoning of Property, the propensity of the Property to flood, flood zone certifications, whether any condemnation action is pending or has been filed or other nearby governmental improvements are planned. Buyer and Seller acknowledge that Broker does not perform or have expertise in any of the above tests, inspections, and reviews or in any of the matters handled by the professionals referenced above. Buyer and Seller should seek independent expert advice regarding any matter of concern to them relative to the Property and this Agreement. Buyer and Seller acknowledge that Broker shall not be responsible to monitor, supervise, or inspect any construction or repairs to Property and such tasks clearly fall outside the scope of real estate brokerage services. Buyer and Seller further acknowledge that Brokers have no duty to ensure that Seller has terminated Seller's and/or third-parties' administrative access to Devices.
- 13. Time Limit of Offer.** The Time Limit of the Offer shall be the date and time referenced herein when the Offer expires unless prior to that date and time both of the following have occurred: (a) the Offer has been accepted by the party to whom the Offer was made; and (b) notice of acceptance of the Offer has been delivered to the party who made the Offer.

C. OTHER TERMS AND CONDITIONS

1. Notices.

- a. Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- b. Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party set forth herein (or subsequently provided by the party following the notice provisions herein) even if it is not opened by the recipient.

- c. When Broker Is Authorized to Accept Notice for Client:** Except where the Broker is acting in a dual agency capacity, the Broker representing a party in a client relationship shall be the authorized agent of the party for the limited purpose of receiving notice and such notice to any of them shall for all purposes herein be deemed to be notice to the party. Notice to an authorized agent shall only be effective if the written notice is sent to an address, facsimile number or e-mail address of the authorized agent set forth herein (or subsequently provided by the authorized agent following the notice provisions herein) whether or not it is not opened by the recipient. Except as provided for herein, the Broker's staff at a physical address set forth herein of the Broker are authorized to receive notices delivered by a Delivery Service. The Broker and the Broker's staff shall not be authorized to receive notice on behalf of a party in any transaction in which a brokerage engagement has not been entered into with the party or in which the Broker is acting in a dual agency capacity. In the event the Broker is practicing designated agency, only the designated agent(s) of a client shall be the authorized agent(s) of the client for the purposes of receiving notice.
- 2. Destruction of Property Prior to Closing.** If the Property is destroyed or substantially destroyed prior to Closing, Seller shall give Buyer prompt notice thereof, which notice shall include Seller's reasonable estimate of: (1) the cost to restore and repair the damage; (2) the amount of insurance proceeds, if any, available for the same; and (3) whether the damage will be repaired prior to Closing. Upon notice to Seller, Buyer may terminate this Agreement within 7 days of receiving such notice from Seller. If Buyer does not terminate this Agreement, Buyer shall be deemed to have accepted Property with the damage and shall receive at Closing: (1) any insurance proceeds which have been paid to Seller but not yet spent to repair the damage; and (2) an assignment of all unpaid insurance proceeds on the claim.
- 3. Representations and Warranties.**
- a. Seller's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Seller makes the representations and warranties to Buyer, if any, as indicated in Exhibit "D", if attached.
- b. Buyer's Representations and Warranties:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer.
- 4. Default.**
- a. Remedies of Seller:** In the event this Agreement fails to close due to the default of Buyer, Seller's sole remedy shall be to retain the earnest money as full liquidated damages. Seller expressly waives any right to assert a claim for specific performance. The parties expressly agree that the earnest money is a reasonable pre-estimate of Seller's actual damages, which damages the parties agree are difficult to ascertain. The parties expressly intend for the earnest money to serve as liquidated damages and not as a penalty.
- b. Remedies of Buyer:** In the event this Agreement fails to close due to the default of Seller, Buyer may either (i) seek the specific performance of this Agreement or (ii) terminate this Agreement upon notice to Seller and Holder, in which case all earnest money deposits and other payments Buyer has paid towards the purchase of the Property shall be returned to Buyer following the procedures set forth elsewhere herein, and Buyer may pursue any other remedy available at law.
- c. Rights of Broker:** In the event this Agreement is terminated or fails to close due to the default of a party hereto, the defaulting party shall pay as liquidated damages to Broker in this transaction the Compensation the Broker would have received had the transaction closed. For purposes of determining the amount of liquidated damages to be paid by the defaulting party, all written agreements establishing the amount of Compensation to be paid to any broker involved in this transaction are incorporated herein by reference. The liquidated damages referenced above are a reasonable pre-estimate of the Broker(s) actual damages and are not a penalty.
- d. Attorney's Fees:** In any litigation or arbitration arising out of this Agreement, including but not limited to breach of contract claims between Buyer and Seller and Compensation claims brought by a broker, the non-prevailing party shall be liable to the prevailing party for its reasonable attorney's fees and expenses.
- 5. Other Provisions.**
- a. Buyer's Representations Regarding Ability to Buy Property:** As of the Binding Agreement Date and the Closing Date, Buyer represents and warrants to Seller that Buyer has the right, power and authority to enter into this Agreement and to consummate the transaction contemplated by the terms and conditions of this Agreement; and the persons executing this Agreement on behalf of Buyer have been duly and validly authorized by Buyer to execute and deliver this Agreement and shall have the right, power and authority to enter into this Agreement and bind Buyer. Buyer warrants and represents that Buyer is not prohibited from buying real property within 10 miles of a military base, installation or airport or agricultural land in Georgia pursuant to O.C.G.A. § 2-1-7.
- b. Condemnation:** Seller shall: (1) immediately notify Buyer if the Property or a portion thereof becomes subject to a condemnation proceeding or if Seller has received notice of a pending condemnation proceeding; and (2) provide Buyer with all written communications regarding the same. Upon receipt of such notice, Buyer shall have the right, but not the obligation for 7 days thereafter, to terminate this Agreement upon notice to Seller in which event Buyer shall be entitled to a refund of all earnest money and other monies paid by Buyer toward the Property without deduction or penalty. If Buyer does not terminate the Agreement within this time frame, Buyer agrees to accept the Property less any portion taken by the condemnation and if Buyer closes, Buyer shall be entitled to receive any condemnation award or negotiated payment for all or a portion of the Property transferred or conveyed in lieu of condemnation.
- c. Delays Caused by Emergencies:** In the event the Governor of Georgia declares a state of emergency for the county in which the Property is located, all time deadlines herein, including but not limited to the Closing Date, shall be automatically extended for the number of the emergency exists in the county. Nothing herein shall prevent the parties by mutual agreement from proceeding forward without extending such deadlines.
- d. Digital Signatures:** For all purposes herein, a digital or facsimile signature shall be deemed the same as an original signature; provided, however, that all parties agree to promptly re-execute a conformed copy of this Agreement with original signatures if requested to do so by, the buyer's mortgage lender or the other party.

- e. Duty to Cooperate:** All parties agree to do all things reasonably necessary to timely and in good faith fulfill the terms of this Agreement. Buyer and Seller shall execute and deliver such certifications, affidavits, and statements required by law or reasonably requested by the Closing Attorney, mortgage lender and/or the title insurance company to meet their respective requirements.
- f. Entire Agreement, Modification and Assignment:** This Agreement constitutes the sole and entire agreement between all of the parties, supersedes all of their prior written and verbal agreements and shall be binding upon the parties and their successors, heirs and permitted assigns. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto. This Agreement may not be amended, deemed to have been mutually departed from or waived except upon the written agreement of Buyer and Seller. Any agreement to terminate this Agreement or any other subsequent agreement of the parties relating to the Property must be in writing and signed by the parties. This Agreement may only be assigned (SS611) or listed for sale in a multiple listing service by Buyer prior to Closing with the written approval of Seller which may be withheld for any reason or no reason. Any assignee shall fulfill all the terms and conditions of this Agreement, including but not limited to, the obligation to pay any Compensation owed by the assignor.
- g. Extension of Deadlines:** No time deadline under this Agreement shall be extended by virtue of it falling on a Saturday, Sunday or federal holiday except for the date of Closing.
- h. GAR Forms:** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. These forms are generic and written with the interests of multiple parties in mind. The parties agree to carefully review the GAR Forms to be used in this transaction and modify the same to meet their specific needs. If any party has any questions about their rights and obligations under any GAR form, they should consult an attorney. Provisions in the GAR Forms may be subject to differing interpretations by our courts other than what the parties may have intended. Our courts may at times strike down or not enforce provisions in our GAR Forms, as written. No representation is made that the GAR Forms will protect the interests of any particular party or will be fit for any specific purpose. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
- i. Governing Law and Interpretation:** This Agreement may be signed in multiple counterparts each of which shall be deemed to be an original and shall be interpreted in accordance with the laws of Georgia. No provision herein, by virtue of the party who drafted it, shall be interpreted less favorably against one party than another. All references to time shall mean the time in Georgia. If any provision herein is held to be unenforceable, it shall be severed from this Agreement while the remainder of the Agreement shall, to the fullest extent permitted by law, continue to have full force and effect as a binding contract.
- j. No Authority to Bind:** No Broker or affiliated licensee of Broker, by virtue of this status, shall have any authority to bind any party hereto to any contract, provisions therein, amendments thereto, termination thereof or to notices signed by Broker but not the party. However, if authorized in this Agreement, Broker shall have the right to accept notices on behalf of a party (but not send notices from Broker on behalf of a party unless they are signed by the party). Additionally, any Broker or real estate licensee involved in this transaction may perform the ministerial act of filling in the Binding Agreement Date. In the event of a dispute over the Binding Agreement Date, it shall be resolved by a court arbitrator having jurisdiction over the dispute, by the written agreement of the Buyer and Seller, or by the Holder but only in making a reasonable interpretation of the Agreement in disbursing earnest money.
- k. No Recording of Agreement:** Buyer shall not record (or permit to be recorded) this Agreement or any memorandum or summary thereof in the Office of Land Records. Buyer shall be liable for damages for violating this section of the Agreement. Nothing herein shall prohibit Buyer from recording a *lis pendens* as part of filing a lawsuit claiming an interest in the Property.
- l. Notice of Binding Agreement Date:** The Binding Agreement Date shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement. Notice of the Binding Agreement Date may be delivered by either party (or the Broker working with or representing such party) to the other party. If notice of accurate Binding Agreement Date is delivered, the party receiving notice shall sign the same and immediately return it to the other party. Notwithstanding any other provision to the contrary contained in this Agreement, it is the express intent of this section that (1) a broker or licensee involved in the real estate transaction may perform the ministerial task of filling in the Binding Agreement Date and (2) sending a fully signed purchase and sale agreement with a specific Binding Agreement Date included, that one of the parties has agreed to, constitutes notice of the Binding Agreement Date to the other party.
- m. Objection to Binding Agreement Date:** If the Buyer or Seller objects to the date entered as the Binding Agreement Date, then within one (1) day from receiving notice of Binding Agreement Date, the party objecting shall send notice of the objection to the other party. The objection shall be resolved by the written amendment between the Buyer and Seller by executing a binding agreement date confirmation (F733). The absence of an agreement on the Binding Agreement Date shall not render this Agreement unenforceable. The failure of a party to timely object will result in the parties accepting the Binding Agreement Date as entered.
- n. Repairs:** All agreed upon repairs and replacements shall be performed in a good and workmanlike manner prior to Closing.
- o. Rules for Interpreting This Agreement:** In the event of internal conflicts or inconsistencies in this Agreement, the following rules for how those conflicts or inconsistencies shall be resolved will apply:
- (1) Handwritten changes shall control over pre-printed or typed provisions;
 - (2) Exhibits shall control over the main body of the Agreement;
 - (3) Special Stipulations shall control over both exhibits and the main body of the Agreement;
- p. Statute of Limitations:** All claims of any nature whatsoever against Broker(s) and/or their affiliated licensees, whether asserted in litigation or arbitration and sounding in breach of contract and/or tort, must be brought within one (1) year from the date any claim or cause of action arises. Such actions shall thereafter be time-barred.
- q. Survival of Agreement:** The following shall survive the Closing of this Agreement: (1) the obligation of a party to pay Compensation; (2) any warranty of title; (3) all written representations of Seller in this Agreement regarding the Property or neighborhood in which the Property is located; (4) the section on condemnation; (5) the section on attorney's fees; (6) the obligations of the parties regarding ad valorem real property taxes; (7) obligations set forth in the Devices and Fixtures Section; and (8) any obligations which the parties herein agree shall survive the Closing or may be performed or fulfilled after the Closing.
- r. Warranties Transfer:** Seller agrees to transfer to Buyer, at Closing, subject to Buyer's acceptance thereof (and at Buyer's expense, if there is any cost associated with said transfer), Seller's interest in any existing manufacturer's warranties, service contracts, termite treatment and/or repair guarantee and/or other similar warranties which, by their terms, may be transferable to Buyer.

- s. **Terminology:** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; and (2) all pronouns shall mean and include the person, entity, firm, or corporation to which they relate.
- t. **Time of Essence:** Time is of the essence of this Agreement.

6. Definitions.

- a. **Banking Day:** A "Banking Day" shall mean a day on which a bank is open to the public for carrying out substantially all of its banking functions. For purposes herein, a "Banking Day" shall mean Monday through Friday excluding federal holidays.
- b. **Binding Agreement Date:** The "Binding Agreement Date" shall be the date when a party to this transaction who has accepted an offer or counteroffer to buy or sell real property delivers notice of that acceptance to the party who made the offer or counteroffer in accordance with the Notices section of the Agreement.
- c. **Broker:** In this Agreement, the term "Broker" shall mean the licensed Georgia real estate broker(s) or brokerage firm(s) and their affiliated licensees in this transaction except as may be specifically provided otherwise herein.
- d. **Business Day:** A "Business Day" shall mean a day on which substantially all businesses are open for business. For all purposes herein, a "Business Day" shall mean Monday through Friday excluding federal holidays.
- e. **Client:** "Client" shall mean a party who is being represented by a Broker pursuant to a written brokerage engagement agreement.
- f. **Closing:** The Closing shall be the event in which the parties consummate the transaction set forth in this Agreement by: (1) the Seller tendering the deed referenced herein to the Property; (2) the Buyer paying the required consideration hereunder; (3) both parties properly signing all documents and paperwork as required by the Closing Attorney; and (4) both parties fulfilling other agreements set forth herein that must be fulfilled by the Closing (unless the same have been waived or amended). The Closing shall be deemed consummated when the Closing Attorney confirms to the parties that the Closing Attorney is in receipt of all required paperwork, funds, and approvals necessary to complete the transaction and directs for funds to be disbursed and documents to be recorded. All parties acknowledge that the deed will not normally be recorded in the land records on the day of Closing, and the payment of the sales proceeds may not always be made to Seller on the day of Closing (even though the Closing has been consummated) due to certain circumstances such as, for example, the Seller not being at the Closing in person, the Closing occurring after the cutoff for wiring funds that day, or the terms of an escrow agreements signed by the Seller have not been fulfilled resulting in which a portion of Seller's funds being held back.
- g. **Compensation:** The term "Compensation" as used in this Agreement shall mean the compensation to be received by Broker, for performing real estate brokerage services in this transaction, regardless of whether it is a flat fee, percentage, bonus or some other method of compensation.
- h. **Customer:** The term "Customer" shall mean a party or parties who are not being represented as clients by the Broker with whom the party or parties are working and for whom the Broker may only perform ministerial acts.
- i. **Day:** For the purposes of this Agreement, the term "Day" shall mean a full calendar day ending at 11:59 p.m., except as may be provided for elsewhere herein. For the purposes of counting days for determining deadlines, the specific date referenced as either the Binding Agreement Date or the date from which the deadline shall be counted will be day zero.
- j. **Material Relationship:** A material relationship shall mean any actually known personal, familial, social, or business relationship between the broker or the broker's affiliated licensees and any other party to this transaction which could impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to their client.
- k. **Use of Initials "N/A":** The use of the initials "N/A" or "N.A." in filling out a blank in this Agreement shall mean "not applicable".

- 7. **WARNING TO BUYERS AND SELLERS: BEWARE OF CYBER-FRAUD.** Fraudulent e-mails attempting to get the Buyer and/or Seller to wire money to criminal computer hackers are increasingly common in real estate transactions. Specifically, criminals are impersonating the online identity of the actual mortgage lender, Closing Attorney, real estate broker or other person or companies involved in the real estate transaction. In that role, the criminals send fake wiring instructions attempting to trick buyers and/or sellers into wiring them money related to the real estate transaction, including, for example, the buyer's earnest money, the cash needed for the buyer to close, and/or the seller's proceeds from the Closing. These instructions, if followed, will result in the money being wired to the criminals. In many cases, the fraudulent email is believable because it is sent from what appears to be the email address/domain of the legitimate company or person responsible for sending the buyer or seller wiring instructions. The Buyer and/or Seller should verify wiring instructions sent by email by independently looking up and calling the telephone number of the company or person purporting to have sent them. Buyers and Sellers should never call the telephone number provided with wiring instructions sent by email since they may end up receiving a fake verification from the criminals. Buyer and Sellers should be on special alert for: 1) emails directing the Buyer and/or Seller to wire money to a bank or bank account in a state other than Georgia; and 2) emails from a person or company involved in the real estate transaction that are slightly different (often by one letter, number, or character) from the actual email address of the person or company.

- 8. **HEIGHTENED IDENTIFICATION PROCEDURES TO HELP PREVENT FRAUD; COVENANT NOT TO SUE:** There has been a significant increase in criminals attempting to sell properties they do not own by posing as the owners of those properties. To help prevent such crimes, Seller shall immediately, upon request of either the Seller's Broker and/or the Closing Attorney: 1) provide the

requesting party with information confirming the Seller's identity, including a current government issued photo identification; 2) meet in person or through audio-visual conferencing to confirm the Seller's identity; and 3) if the Seller is a legal entity, provide the requesting party with the organizational and operating documents of such entity and current photo identification and either meet in-person or in audio-visual meeting with the executor, manager, trustee, general partner, officer, administrator, or other person in a comparable role of the legal entity to confirm their identity. Seller further agrees to cooperate with the Closing Attorney's heightened identification procedures which shall at least meet the standards, if any, supplied by a title insurance company for whom the Closing Attorney is an agent. Seller acknowledges that the transaction may not be able to close unless such procedures are followed. In the event Seller breaches its obligations hereunder, Seller shall be in default of this Agreement. Buyer acknowledges that identity theft may occur regardless of the measures undertaken by the parties, their respective brokers and the attorney(s) involved in the transaction to confirm the Seller's identity. For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer covenants not to sue any Broker(s) and/or the Closing Attorney involved in this real estate transaction for damages arising out of or relating to a fraudulent seller.

9. LIMIT ON BROKER'S LIABILITY. BUYER AND SELLER ACKNOWLEDGE THAT BROKER(S):

- a. **SHALL, UNDER NO CIRCUMSTANCES, HAVE ANY COMPENSATION GREATER THAN THE AMOUNT OF COMPENSATION PAID HEREUNDER TO BROKER (EXCLUDING ANY COMPENSATION AMOUNT PAID TO A COOPERATING REAL ESTATE BROKER, IF ANY) OR, IF NO REAL ESTATE COMPENSATION IS PAID TO BROKER, THEN THE SUM OF \$100; AND**
- b. **NOTWITHSTANDING THE ABOVE, SHALL HAVE NO LIABILITY IN EXCESS OF \$100 FOR ANY LOSS OF FUNDS AS THE RESULT OF WIRE OR CYBER FRAUD.**

10. Exhibits and Addenda. All exhibits and/or addenda attached hereto, listed below, or referenced herein are made a part of this Agreement.

- Exhibit "A" Legal Description
- Exhibit "B" Due Diligence Materials
- Exhibit "C" Addition to Seller's Closing Documents
- Exhibit "D" Seller's Warranties and Representations
- Exhibit "E" Permitted Title Exceptions
- Other _____
- Other _____
- Other _____
- Other _____

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

All parties agree that Closing Date shall occur on or before June 23, 2025.

This Agreement is contingent upon Buyer's ability to acquire all required approvals, licenses and permits from the appropriate governmental authority or authorities to renovate Property. At Buyer's sole expense, within 60 days from the Binding Agreement Date, Buyer agrees to diligently and in good faith pursue obtaining such approvals, licenses and permits. If Buyer is unable to acquire all such required approvals, licenses and permits and notifies Seller of the same within the time referenced above, this Agreement shall terminate without penalty to the Buyer. If Buyer fails to timely provide said notice, this contingency shall be deemed to have been waived by Buyer.

~~In the event the Buyer's mortgage lender ceases to originate mortgage loans, or fails to fund Buyer's mortgage loan after the Buyer has already been approved for said loan through no fault, delay, or lack of cooperation of the Buyer, Buyer may unilaterally extend the closing date for 21 days to give Buyer additional time to obtain mortgage financing from a different mortgage lender.~~

~~Notwithstanding anything contained to the contrary herein, "business" days for purposes of this Agreement shall mean all weekdays except Saturday, Sunday and federal holidays.~~

For clarification purposes: Calendar days shall be used to calculate all deadlines.

Initial
UMB

Initial
T.N

Additional Special Stipulations (F246) are attached.

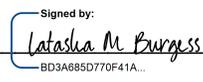
By signing this Agreement, Buyer and Seller acknowledge that they have each read and understood this Agreement and agree to its terms.

If Buyer or Seller is a legal entity, this Agreement must be signed by one or more authorized persons, as required in the entity's legal documents. The person's signature must include the capacity in which the person is signing, such as "Trustee", "General Partner", "Manager", "President", etc.

Buyer Acceptance and Contact Information

Seller Acceptance and Contact Information

Signed by: 
1 **Buyer's Signature**

Signed by: 
1 **Seller's Signature**

A Step at a Time Early Learning, LLC 2/9/2025 | 7:58 PM EST
Print or Type Name Date

Camhayes Real Estate, LLC 2/17/2025
Print or Type Name Date

Buyer's Address for Receiving Notice

Seller's Address for Receiving Notice

Buyer's Phone Number: Cell Home Work

Seller's Phone Number: Cell Home Work

astepatimeearlylearning@gmail.com
Buyer's E-mail Address

Seller's E-mail Address

2 Buyer's Signature

2 Seller's Signature

Print or Type Name Date

Print or Type Name Date

Buyer's Address for Receiving Notice

Seller's Address for Receiving Notice

Buyer's Phone Number: Cell Home Work

Seller's Phone Number: Cell Home Work

Buyer's E-mail Address

Seller's E-mail Address

Additional Signature Page (F267) is attached.

Additional Signature Page (F267) is attached.

Buyer's Broker/Affiliated Licensee Contact Information

Seller's Broker/Affiliated Licensee Contact Information

Berkshire Hathaway HomeServices GA Prop

Randolph Williamson

Buyer Brokerage Firm

Seller Brokerage Firm

DocuSigned by: 
7/59/305A63430... 2/9/2025 | 7:06 PM EST
1 **Danielle Baker** Date

DocuSigned by: 
2/17/2025
1 **Brent Randolph** Date

Danielle Baker 361535
Print or Type Name GA Real Estate License #

Brent Randolph 244669
Print or Type Name GA Real Estate License #

(615)300-2600
Licensee's Phone Number Fax Number

(770)318-6815
Licensee's Phone Number Fax Number

danielle.baker@bhhsgeorgia.com
Licensee's E-mail Address

brandolph@rwcre.net
Licensee's Email Address

Atlanta REALTORS Association
REALTOR® Membership

REALTOR® Membership

4125 Atlanta Rd, Smyrna, GA 30080
Broker's Address

100 World Drive, Suite 105, Peachtree City, GA 30269
Broker's Address

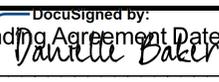
(770)379-8040
Broker's Phone Number Fax Number

(770)632-4000
Broker's Phone Number Fax Number

BHHS52 **H-66591**
MLS Office Code Brokerage Firm License Number

RHWN01 **75280**
MLS Office Code Brokerage Firm License Number

2/20/2025 | 12:56 PM EST

Binding Agreement Date: The Binding Agreement Date in this transaction is the date of _____
and has been filled in by  _____
7D7557265A6242D

CONVENTIONAL LOAN CONTINGENCY EXHIBIT " A "



2025 Printing

This Exhibit is part of the Agreement with an Offer Date of February 10, 2025 for the purchase and sale of that certain Property known as: 277 NE Broad Street, Fairburn, Georgia 30213.

1. **Application.** Buyer shall promptly apply for and in good faith seek to obtain the conventional loan or loans described below ("Loan(s)") such that Buyer can fulfill Buyer's obligations hereunder prior to the expiration of this Conventional Loan Contingency. *[Select A. or A. and B. below. Any box not selected shall not be a part of this Agreement. All Loan terms must be filled in.]*

<input checked="" type="checkbox"/> A.	FIRST MORTGAGE LOAN	Loan Amount	Term	Interest Rate (at par)	Rate Type
		100.000 % of purchase price	<u>25</u> years	Not greater than <u>8.000</u> % per annum (or initial rate on adjustable loan)	<input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only
<input type="checkbox"/> B.	SECOND MORTGAGE LOAN	_____ % of purchase price	_____ years	Not greater than _____ % per annum (or initial rate on adjustable loan)	<input type="checkbox"/> Fixed <input type="checkbox"/> Adjustable <input type="checkbox"/> Interest Only

2. **Use of Particular Lender.** Buyer may apply for approval of the Loan(s) with any mortgage lender, mortgage broker or mortgage loan originator licensed to do business in Georgia (hereinafter collectively, "Lender"). If any Lender is identified below ("Approved Lender"), Buyer shall apply for approval of the Loan(s) with at least one such Approved Lender. Nothing herein shall require Buyer to obtain mortgage financing from an Approved Lender herein.

Approved Lender(s)

Ameris Bank

Corey Townsend; 404-850-7936

corey.townsend@amerisbank.com

3. **Length of the Financing Contingency Period.** The length of the Financing Contingency Period in Section 7 below shall be 60 days from the Binding Agreement Date.

4. **Length of Time for Buyer to Request a Reduction in the Sales Price Based Upon a Low Appraisal.** The time period for Buyer to request a reduction in the sales price of the Property, if it appraises for less than the purchase price of the Property, as set forth in Section 14 below, shall be 60 days from the Binding Agreement Date.

5. **Buyer May Apply for Different Loan(s).** A Loan Denial Letter (as that term is defined below) must be for the Loan(s) described above. Buyer may also apply for different conventional loans than the Loan(s) described above. However, the denial of such other loans shall not be a basis for Buyer to terminate this Agreement. Notwithstanding the above, Buyer shall not have a right to apply for a FHA, VA, or USDA loan unless the parties agree to amend this Agreement to add a FHA, VA, or USDA loan contingency exhibit meeting FHA, VA or USDA requirements, as the case may be (in which event this Conventional Loan Contingency shall no longer be part of this Agreement). Nothing herein shall require the Seller to agree to amend this Agreement.

6. **Buyer to Notify Seller of Intent to Proceed.** When it is known, Buyer shall promptly notify seller of any mortgage lender to whom Buyer has sent a notice of intent to proceed with loan application and the name and contact information for the loan originator.

7. Financing Contingency. Buyer shall have a Financing Contingency set forth in Section 3 above to determine if Buyer has the ability to obtain the Loan(s) described above ("Financing Contingency Period"). Buyer shall be deemed to have the ability to obtain the Loan(s) unless prior to the end of the Financing Contingency Period, Buyer: a) notifies Seller that Buyer is terminating the Agreement because Buyer has been turned down for the Loan(s) and b) provides Seller within seven (7) days from the date of such notice ("Notice Period") with a letter of loan denial from a Lender based upon the Lender's customary and standard underwriting criteria ("Loan Denial Letter"). The Loan Denial Letter and Lender issuing the Loan Denial Letter must meet all of the requirements set forth elsewhere in this Exhibit, including that the Loan Denial Letter be from an Approved Lender, if one is named in Section 2 above. Such Loan Denial Letter may be provided to Seller after the Financing Contingency Period has ended if the above-referenced seven (7) day period to provide the Loan Denial Letter falls outside of the Financing Contingency Period. Notwithstanding the above, the end of the Financing Contingency Period shall not limit Buyer's rights under the Appraisal Contingency section of this Agreement, provided that the Appraisal Contingency has not expired.

8. Special Approval if Property is a Condominium or Subject to a Master Insurance Policy. Notwithstanding any provision to the contrary contained herein, if the Property is part of a condominium or is covered under a master fire and casualty insurance policy, this Agreement is additionally contingent upon Buyer's Lender obtaining underwriting approval of the condominium project and/or the Property. If an Approved Lender has been identified herein, the Lender under this section must be an Approved Lender. If at any time the Lender determines that the Property does not meet underwriting guidelines, then the Buyer shall have the right to terminate this Agreement without penalty and receive a full refund of all Earnest Money, provided that Buyer provides Seller with a letter from such Lender or Approved Lender, as the case may be, stating that the Property does not meet such underwriting guidelines. Such letter may be provided at any time up through the Closing.

9. Use of Approved Lender and Loan Denial Letter. If there is an Approved Lender identified herein, then the Loan Denial Letter shall come from an Approved Lender. If the Approved Lender is a mortgage broker, the Loan Denial Letter can be from the mortgage broker or the mortgage lender with whom the mortgage broker placed the Loan(s). If Buyer is not required to apply for the Loan(s) with an Approved Lender, the Loan Denial Letter may be written by any Lender.

Notwithstanding any provision to the contrary contained herein, the Loan Denial Letter may not be based solely upon one or more of the following: (a) Buyer lacking sufficient funds other than the amount of the Loan(s) to close; (b) Buyer not having leased or sold other real property (unless such a contingency is expressly provided for in this Agreement); (c) Buyer not having provided the lender(s) in a timely fashion with all information required by lender, including but not limited to, loan documentation, Official Wood Infestation Reports, structural letters, well tests, septic system certifications, flood plain certifications and any other similar information required by lender (hereinafter collectively "Required Information"); (d) Buyer making purchases that adversely affect Buyer's debt to income ratio; (e) the Property not appraising for at least the purchase price unless this Agreement is subject to an appraisal contingency and an appraisal meeting the requirements of this Agreement has been performed; or (f) the lender not having completed underwriting the loan request.

Buyer may terminate this Agreement without penalty based upon an inability to obtain the Loan(s) only if Buyer fulfills all of the applicable requirements set forth in this Exhibit.

10. Right of Seller to Request Evidence of Buyer's Ability to Close. If the Financing Contingency ends without Buyer terminating this Agreement, Seller shall have the right, but not the obligation, to request that Buyer provide Seller with written evidence of Buyer's financial ability to purchase the Property ("Evidence"). A copy of a loan commitment from each institutional mortgage lender from whom Buyer is seeking mortgage financing to purchase the Property stating the type, amount and terms of the loan(s) and the conditions for funding the loan(s), shall be deemed sufficient Evidence. The provision of such Evidence is not a guarantee that the mortgage loan(s) will be funded or that Buyer will close on the purchase of the Property. Buyer shall have seven (7) days from the date Seller delivers notice to Buyer requesting such Evidence to produce the same. No request for such Evidence shall be made by Seller less than seven (7) days from the date of Closing. It is intended that the Evidence Buyer produces shall be liberally interpreted, where possible, in favor of a finding that Buyer has the ability to close on the purchase of the Property.

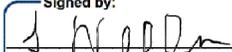
11. Seller's Right to Terminate. In the event Buyer fails to provide Seller with the Evidence of Buyer's Ability to Close within the timeframe set forth above, Seller shall notify Buyer of the default and give Buyer three (3) days from the date of the delivery of the notice to cure the same. If Buyer does not timely cure the default, Seller may terminate this Agreement within seven (7) days thereafter due to Buyer's default upon notice to Buyer. In the event Seller does not terminate this Agreement within that timeframe, the right to terminate on this basis shall be waived.

12. Authorization of Buyer to Release Information to Seller and Brokers. Buyer does hereby authorize Seller and the Brokers identified herein to communicate with the lenders with whom Buyer is working to determine and receive from said lenders any or all of the following information: (a) the status of the loan application; (b) Buyer's financial ability to obtain the Loan(s) or other loans for which Buyer has applied; (c) whether and when Buyer provided the lenders with Required Information; (d) whether and what conditions may remain to complete the loan application process and issue of a loan commitment; and (e) the basis for any Loan Denial Letter.

13. Miscellaneous. For the purposes of this Exhibit, the term "mortgage loan" shall refer to a secured lending transaction where the loan or promissory note is secured by a deed to secure debt on the Property. Whether such mortgage loan is a first or second mortgage loan is a reference to the legal priorities of the deeds to secure debt relative to each other and other liens and encumbrances.

14. Appraisal Contingency. In addition to Buyer's other rights herein, this Agreement shall be subject to the following appraisal contingency. Buyer shall cause the lender to: (a) select an appraiser to perform one or more appraisals of the Property and (b) provide Seller with a copy of any appraisal that is for less than the purchase price of the Property. If any such appraisal is for less than the purchase price, Buyer shall, not later than by the end of the time period set forth in Section 4 above, have the right to request that Seller reduce the sales price of the Property to a price not less than the appraised price by submitting to Seller an Amendment to Sales Price (F713) ("ATSP") signed by Buyer along with a copy of the appraisal supporting the lower price. In the event that Buyer does not timely submit an ATSP to Seller, Buyer shall be deemed to have waived Buyer's right to do so and this Agreement shall no longer be subject to an appraisal contingency.

Seller shall, not later than three (3) days from the date of an ATSP is delivered to Seller (but not later than two (2) days prior to Closing), accept or reject the ATSP or seek to negotiate with Buyer a lesser reduction in the sales price of the Property than what is reflected in the ATSP. If Seller timely signs and accepts the ATSP, then Buyer shall be required to close at the new sales price, and, unless otherwise agreed to in writing by the parties, Buyer's Appraisal Contingency shall terminate. If, within the above timeframe, an ATSP has not been signed and accepted by the Buyer and Seller and timely delivered to create a legally enforceable amendment, Buyer shall have an additional three (3) days (but not later than one (1) day prior to Closing) to terminate this Agreement without penalty. If Buyer does not terminate the Agreement within this timeframe, Buyer's right to terminate due to the failure to agree to an ATSP shall be waived and Buyer shall close on the Property for the purchase price set forth in this Agreement. Nothing herein shall require Buyer to seek a reduction in the sales price of the Property. If Buyer does not seek a reduction in the sales price, Buyer shall be obligated to purchase the Property for the price agreed to by the parties in the Agreement.

Signed by:

1 Buyer's Signature

2/9/2025 | 7:58 PM EST

Signed by:

BD3A885D770F41A...

1 Seller's Signature

A Step at a Time Early Learning, LLC

Print or Type Name

Camhayes Real Estate, LLC

Print or Type Name

2 Buyer's Signature

Print or Type Name

2 Seller's Signature

Print or Type Name

Additional Signature Page (F267) is attached.

Additional Signature Page (F267) is attached.

Berkshire Hathaway HomeServices GA Prop

Buyer Brokerage Firm

Randolph Williamson

Seller Brokerage Firm

DocuSigned by:

2/9/2025 | 7:06 PM EST

DocuSigned by:



Broker/Affiliated Licensee Signature



Broker/Affiliated Licensee Signature

Danielle Baker

Print or Type Name

Brent Randolph

Print or Type Name

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GENERAL CONTINGENCY EXHIBIT " B "



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This Exhibit is part of the Agreement with an Offer Date of February 10, 2025 for the purchase and sale of that certain Property known as: 277 NE Broad Street, Fairburn, Georgia 30213.

A. This Agreement is contingent upon: ~~Approval of Phase I Environmental Inspection, Phase II if required by Lender, Buyer's ability to obtain institutional financing, and buyer's ability to obtain a special use permit to operate as a licensed child care~~
Continued... See Addendum This Agreement is Contingent Upon 1

Buyer or Seller (the party identified herein known as the "Beneficiary") must give notice on or before the date of April 10, 2025 ("Contingency Period") whether or not the above-described contingency has been satisfied. In the event the above-referenced contingency has not been fulfilled prior to the expiration of the Contingency Period, this Agreement will terminate. The Beneficiary has the right to remove the contingency set forth above provided that such party delivers notice of the same to the other party prior to the expiration of the Contingency Period.

B. **Kick-Out Clause Explained.** A kick-out clause describes a situation where the seller of a property that is under contract continues to market it for sale to other buyers because the buyer's purchase is contingent on the abovementioned contingency. If another buyer makes an offer to purchase the property that the seller wants to accept, the seller gives notice of the offer to the first buyer who must then timely submit an amendment to remove certain contingencies and possibly the Due Diligence Period from the agreement and in some cases pay additional earnest money to the seller. If the first buyer does not do these things within the pre-agreed time frame, the seller can then "kick-out" the first buyer, terminate that contract and sell the property to the second buyer. If the buyer meets the pre-agreed requirements of the kick-out clause, then the original contract remains in force subject to the terms of amendment signed by both parties.

C. **Kick-Out Clause in this Transaction.** Select Option 1 OR Option 2 below. *[If neither option is selected, Option 2 shall control.]*

Option 1. This Agreement IS subject to a Kick-Out Clause. In the event Seller receives a bona fide offer to purchase the Property that Seller would like to accept, then Seller shall give notice of the offer to Buyer. Buyer shall then have _____ hours after receipt of the notice to deposit with Holder additional earnest money of \$_____ and deliver to Seller an Amendment to the Agreement signed by Buyer in which Buyer agrees to remove from the Agreement the contingencies and/or Due Diligence Period provisions in the Agreement to the extent checked below. *[Complete either (A) or (B) below. If Option 1 is selected but neither section (A) nor section (B) are completed, then option (A) below shall be deemed to have been selected.]*

- (A) All contingencies and the Due Diligence Period shall no longer be part of the Agreement.
- (B) The contingencies and/or Due Diligence Period checked below shall no longer be a part of the Agreement.

- Contingency listed above;
- Sale or Lease of Buyer's Property Contingency;
- Due Diligence Period;
- Right to Request Repairs;
- any Financing Contingency;
- any Appraisal Contingency;
- Special Stipulation identified as: _____;
- Other: _____

Option 2. This Agreement IS NOT subject to a Kick-Out Clause.

In the event Buyer does not deliver within the time period stated above: (1) the additional earnest money (if any referenced above) to Holder and (2) the above-referenced signed Amendment to Seller, then this Agreement shall terminate, and Buyer shall be entitled to a full refund of Buyer's earnest money.

Notwithstanding any provision to the contrary contained herein, the removal of such checked provisions by Buyer from this Agreement shall not eliminate any rights in either those contingencies or the Due Diligence Period benefitting Seller. Therefore, for example, Seller can still request a proof of funds from the Buyer even though the Agreement is no longer subject to a Financing Contingency. In the event that Buyer delivers the Amendment referenced above to Seller and the additional earnest money (if any referenced above) to Holder within the time period stated above, Seller shall execute the Amendment, return a copy of the same to Buyer and the Agreement shall otherwise remain in full force and effect subject to the Amendment.

Buyer's Initials: T. N Seller's Initials: MB

EXHIBIT "B2" to COMMERCIAL PURCHASE AND SALE AGREEMENT Due Diligence Documents for Conveyance of a Residential, Office, Retail or Industrial Building



2025 Printing

The following are Due Diligence Document lists appropriate for the sale and acquisition of a **Residential, Office, Retail or Industrial Property**. The Due Diligence Materials referenced below are not intended to be exhaustive catalogue of all of the materials a buyer might want to review prior to purchasing a Property and/or a business from Seller. Buyer may, therefore want to request additional Due Diligence materials from Seller other than the items listed below. depending on the type of Property and/or business being sold and the nature of the transaction. **Seller will provide documents in its possession on or prior to February 25, 2025**

[Select only those items that apply to this transaction; the items not selected shall not apply to this Agreement.]

Initial
T. N

CONVEYANCE OF A RESIDENTIAL, OFFICE, RETAIL OR INDUSTRIAL BUILDING

1. Taxes and Title.

- a. Most recent property tax assessments and tax bills;
- b. The most recent title insurance policy insuring Property, including complete and legible copies of all documents (whether or not recorded) which are referenced therein as title exceptions;
- c. The most recent ALTA Survey (American Land Title Association) of the Property or if such a survey is not available, the most recent survey of Property prepared by a licensed Georgia surveyor;
- ~~d. A schedule of special assessment districts and assessment amounts, if any; and/or~~
- ~~e. A schedule of impact fees paid or owing on Property, if any.~~

Initial
T. N

2. Structure and Improvements.

- a. All plans and specifications for Property improvements, including, without limitation, diagrams of any outdoor irrigation system, architectural drawings, and site plans;
- b. All maintenance records for Property;
- c. All certificates of occupancy;
- d. All contractor, vendor, manufacturer and other warranties with respect to all real property improvements and fixtures; and/or
- e. All reports, assessments or studies regarding actions required to bring Property into compliance with the American with Disabilities Act, or any similar state statute or local ordinance or code.

3. Tenants.

- a. All existing leases and subleases (including concession and license agreements for use of space within Property) and any amendments and letter agreements relating thereto, together with all correspondence to and from tenants, and a written summary of any leases currently in negotiation, specifying the tenant, premises to be leased, rents and terms, outlining all other material deal points;
- b. A current rent roll for Property together with monthly income and expense reports for the period of Seller's ownership of Property (or for the previous 36 months, if shorter); and/or
- c. A schedule of allowances or rebates due on tenant improvements, if any, and proof of insurance from individual tenants (including, as tenants, any space concessionaires of licensees).

4. Environmental & Assessments.

- a. All environmental (hazardous substances), engineering, physical inspection, marketing and feasibility studies, assessments and reports, including any wetlands reports; and/or
- b. All soil reports covering any of the Property (typically, for industrial or harsh retail uses only).

5. Miscellaneous.

- a. A schedule of any brokerage commissions or management fees due in connection with any leases or other agreements pertaining to the Property;
- b. All municipal, county, state or federal permits, licenses and authorizations affecting the use, operation and maintenance of Property;
- c. A written summary of all existing or threatened litigation or arbitrations, insurance claims and notices of alleged legal or covenant violations, together with the pertinent notices, demands, pleadings, orders and other documents;
- d. All services and vendor contracts, including all amendments and side-letter agreements relating thereto; and/or
- e. All current insurance policies, together with a written summary of insurance coverage and premiums, by policy type.

Buyer's Initials: Initial T. N

Seller's Initials: Initial MB

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CF11, Exhibit "B2" Due Diligence Office, Retail, Industrial, 01/01/25

EXHIBIT "C" TO COMMERCIAL PURCHASE AND SALE AGREEMENT Additions to Seller's Closing Documents



2025 Printing

[Select only those items that apply to this transaction; the items not selected shall not be a part of the Seller's Closing Documents.]

- 1. **Architectural Plans.** An Assignment of Seller's rights, if any, to any architectural drawings and site plans for Property and blue-lined copies of such drawings and plans (to the extent in Seller's possession).
- 2. ~~**Assignment of Contracts.** Duly executed and acknowledged Assignment of Contracts assigning and conveying to Buyer the Seller's interest in, to and under the assignable Contracts and containing an indemnity by Seller in favor of Buyer for Claims related to periods prior to the Closing and (if such contracts are assumed by Buyer) containing an indemnity by Buyer in favor of Seller related to the period after the Closing.~~ None to provide. Initial
T.N
- 3. **Assignment of Leases.** Duly executed and acknowledged Assignment of Leases assigning and conveying to Buyer the Landlord's interest in, to and under the Leases and containing an indemnity by Seller in favor of Buyer for claims by tenants arising prior to the Closing, and an indemnity by Buyer in favor of Seller for claims by tenants arising after the Closing.
- 4. ~~**Assignment of Licenses.** An Assignment of any and all municipal, county, state or federal permits or licenses, as and if existing and if transferable, held or controlled by the Seller, relating to Property.~~ No licenses to provide. Initial
T.N
- 5. **Assignment of Name Rights.** An Assignment of Seller's rights with respect to the name " _____ " and the following trademarks and tradenames: _____.
- 6. **Assignment of Security Deposits.** An assignment of all Security Deposits being held by Seller or the agents of Seller with respect to the Property to Buyer.
- 7. **Bill of Sale.** Duly executed and acknowledged Limited Warranty Bill of Sale conveying to Buyer good and marketable title to the Personal Property (and to the Improvements to the extent they could be determined to be personal property), free of all liens, security interests and encumbrances.
- 8. **Estoppel Certificates.** Estoppel certificates from all existing commercial tenants, concessionaires and licensees in Property, if any, in form and content acceptable to Buyer and dated no earlier that thirty (30) days prior to closing (but excluding individual tenant leases).
- 9. **Keys and Records.** All of the keys, codes, fobs and other similar equipment to any doors or locks on the Property and the original tenant files and other books and records relating to Property in Seller's possession.
- 10. ~~**Leases and Contracts.** Original executed counterparts of Leases and Contracts, to the extent Seller or its manager have such original executed counterparts in their possession as of the Closing Date.~~ No leases or contracts to provide. Initial
T.N
- 11. **Notice to Tenants.** A letter executed by Seller in a form approved by Buyer and addressed to all tenants under the Leases, notifying such tenants of the change in ownership of Property and directing that payment of all rent and other sums due from such tenants from and after the Closing Date be made to Buyer or such other party as Buyer may direct. (It shall be the responsibility of Seller to deliver such letters to the tenants.)
- 12. **Rent Roll.** A complete and accurate rent roll (the "Rent Roll") for Property updated to the date of Closing and certified to be true and correct by Seller at Closing.
- 13. **Transfer Tax Declarations and Other Tax Documents.** A transfer tax declaration and all such other tax documents as may be required of Seller in order to enable Buyer to make an appropriate IRS 1099 filing. Provided by Closing Attorney at Closing. Initial
T.N

Buyer's Initials: Initial
T.N

Seller's Initials: Initial
MB

EXHIBIT "D" TO COMMERCIAL PURCHASE AND SALE AGREEMENT Seller's Warranties and Representations



2025 Printing

[Select only those items that apply to this transaction; the items not selected shall not be a part of this Agreement. Each item selected shall be deemed material for purposes of Buyer's Remedies under Sellers Representations and Warranties Paragraph of the Purchase and Sale Agreement.]

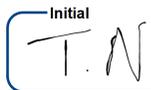
1. **Accounts Payable.** There are no outstanding accounts payable relating to Property that would be binding on the Buyer.
2. **Authority.** Seller has the right, power and authority to enter into this Agreement and to convey Property in accordance with the terms and conditions of this Agreement; and the persons executing this agreement on behalf of Seller have been duly and validly authorized by Seller to execute and deliver this Agreement and have the right, power and authority to enter this Agreement and bind Seller.
3. **Bankruptcy.** Seller represents and warrants that Seller is solvent and has not made a general assignment for the benefit of creditors or been adjudicated a bankrupt or insolvent, nor has a receiver, liquidator or trustee of Seller or any of its respective properties (including Property) been appointed or a petition filed by or against Seller for bankruptcy, reorganization, arrangement or protection pursuant to the Federal Bankruptcy Act or similar federal or state statute, or any proceeding instituted for the dissolution or liquidation of Seller.
4. **Certificates.** To the best of Seller's knowledge, there are presently in effect permanent certificates of occupancy, licenses and permits as may be required for property and, to the best of Seller's knowledge, the present use and occupation of Property is in compliance and conformity with the certificates of occupancy and all licenses and permits. There has been no notice or request of any municipal departments, insurance company or board of fire underwriters (or organization exercising functions similar thereto) or mortgagee directed to Seller and requesting the performance of any work or alteration in respect to Property which has not been complied with.
5. **Condemnation.** Seller has not been notified that any condemnation or other taking by eminent domain of Property or any portion thereof has been instituted and, to the best of Seller's knowledge, there are no pending or threatened condemnation or eminent domain proceedings (or proceedings in the nature or in lieu thereof) affecting Property or any portion thereof or its use.
6. **Condition of Improvements.** Seller is not aware of any structural or other defects, latent or otherwise, in the Improvements. The heating ventilating, air-conditioning, electrical, plumbing, water, storm drainage and sanitary sewer systems at or servicing Property are, to the best of Seller's knowledge, in good condition and working order and Seller is not aware of any material defects or deficiencies therein.
7. **Declarations.** To the best of Seller's knowledge, there is no default, or any event which with the passage of time or notice, or both, would constitute a default or breach on the part of Seller under any declaration of easements and/or restrictive covenants affecting the Property; and, to the best of Seller's knowledge, there is no default, or claim of default, or any event which with the passage of time or notice, or both, would constitute a default or breach thereunder on the part of any other party whose property is encumbered by or benefits from any declaration.
8. **Hazardous Substances.** To the best of Seller's knowledge (a) no "hazardous substances", as that term is defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and the rules and regulations promulgated pursuant thereto, or any other pollutants, toxic materials, or contaminants have been or shall prior to Closing be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape on Property in violation of applicable law; (b) no underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled; (c) Property has not previously been used as a gas station, cemetery, landfill, or as a dump for garbage or refuse; and (d) Property has not previously been and is not currently listed on the Georgia Environmental Protection Division Hazardous Site Inventory. Seller has not received any notice or demand from any governmental or regulatory agency or authority requiring Seller to remove any hazardous substances or contaminants or toxic materials from Property.
9. **Leases.** The rent roll which Seller has provided Buyer is the complete and accurate rent roll for the Property as of the date hereof setting forth the leases in effect relating to Property and setting forth with respect to each of the leases (a) the name of the tenant thereunder; (b) the commencement and termination dates of the term of each such lease and information relating to renewals or extensions thereof; (c) the premises covered by each such lease; (e) the amount of rent, percentage rent and other charges payable thereunder and the date to which rent and other charges payable thereunder have been paid; (f) the amount of the security deposit required under each said lease and held by Seller.
10. **No Assessments.** To the best knowledge of Seller, no assessments (other than ad valorem taxes) have been made against Property that are unpaid whether or not they have become liens.

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CF22 Exhibit "D" Seller's Warranties and Representations, Page 1 of 2, 01/01/25

- 11. **No Liens.** All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies by or at the instance of Seller for Property have been paid in full and, other than routine ongoing charges pursuant to the Contracts, there are no claims against the Property or Seller in connection therewith.
- 12. **No Liens Upon Building Service Equipment.** All fixtures, equipment, apparatus, fittings, machinery, appliances, furniture, furnishings and articles of personal property, attached or appurtenant to, or used in connection with the occupation or operation of all or any part of Property and which are owned by Seller are free of any and all liens, encumbrances, charges or adverse interests except security deeds from which Property (including such personalty) and fixtures will be released at Closing.
- 13. **No Litigation.** There are no actions, suits, or proceedings pending or, to the best of Seller's knowledge, threatened by any organization, person, individual, or governmental agency against Seller with respect to Property or against Property, or with respect thereto, nor does Seller know of any basis for such action. Seller also has no knowledge of any currently pending application for changes in the zoning applicable to Property or any portion thereof.
- 14. **No Other Agreements.** Except for the leases and contracts and the Permitted Exceptions, there are no leases, service contracts, management agreements, or other agreements or instruments in force and effect, oral or written, that grant to any person whomsoever or any entity whatsoever any right, title, interest, or benefit in or to all or any part of Property or any rights relating to the use, operation, management, maintenance, or repair of all or any part of Property, which will survive the Closing or be binding upon Buyer.
- 15. **Payment of Outstanding Bills.** All accounts payable, bills for services, utilities, taxes, assessments, and payments due under any of the contracts for periods prior to the calendar month in which the closing occurs have been paid in full or shall be paid in full at Closing.
- 16. **Pre-Existing Right to Acquire.** No person or entity has any right or option to acquire Property or any portion thereof, which will have any force of effect after execution hereof, other than Buyer.
- 17. **Proceedings Affecting Access.** Seller has not been notified that there are any pending proceedings that could have the effect of impairing or restricting access between Property and adjacent public roads and, to the best of Seller's knowledge, no such proceedings are pending or threatened.
- 18. **Service Contracts.** Seller has provided Buyer with copies of all existing equipment leases, service and vendor contracts that relate to the operation, management, or maintenance of Property. All such contracts are in full force and effect in accordance with their respective provisions, and to Seller's knowledge, there is no default, or claim of default, or any event which with the passage of time or notice, or both, would constitute a default on the part of any party to any of such contracts. All such contracts are terminable without penalty or obligation to pay any severance or similar compensation on no more than thirty (30) days' notice.
- 19. **Tax Returns.** All property tax returns required to be filed by Seller relating to Property under any law, ordinance, rule, regulation, order or requirement of any governmental authority have been truthfully, correctly and timely filed.
- 20. **Violations.** To the best of Seller's knowledge, there are no violations of law, municipal or county ordinances, building codes, or other legal requirements with respect to Property; the Improvements comply with all applicable legal requirements (including applicable zoning ordinances) with respect to the use, occupancy, and construction thereof; and the conditions to the granting of the zoning of Property have been satisfied.
- 21. **Zoning.** Property is currently zoned _____ under the applicable zoning ordinances of _____ City/County, Georgia.

Initial


Buyer's Initials: _____

Initial


Seller's Initials: _____

BUYER'S BROKER COMPENSATION AGREEMENT

Exhibit " E "



2025 Printing

(THIS EXHIBIT SHOULD NOT BE USED IF THE BROKER(S) COMPENSATION AND THE PARTY OR BROKER PAYING IT HAVE ALREADY BEEN AGREED TO IN A SEPARATE WRITTEN AGREEMENT AND IS NOT BEING MODIFIED)

This Exhibit is part of the Agreement with an Offer Date of February 10, 2025 for the purchase and sale of that certain Property known as: 277 NE Broad Street, Fairburn, GA 30213, Georgia ("Agreement").

For and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby agree as follows:

1. Compensation Being Offered to Buyer's Broker. The compensation of the undersigned Buyer's Broker for professional brokerage services ("Compensation") provided in the above-referenced transaction is set forth below and shall be paid by the following party or the Broker working with or representing such party:

A. Compensation Shared by Seller's Broker with Buyer's Broker. Such Compensation is a portion of the Compensation paid by Seller to Seller's Broker pursuant to a separate written agreement between Seller and Seller's Broker. The Compensation paid by Seller's Broker to Buyer's Broker in this transaction shall be as set forth below:

- Two percent (2.000 %) of the sales price;
- \$ _____;
- (other) _____

B. Compensation Paid by Seller to Buyer's Broker. The Compensation to be paid by the Seller to Buyer's Broker in this transaction shall be as set forth below:

- _____ percent (_____ %) of the sales price;
- \$ _____;
- (other) _____

2. General.

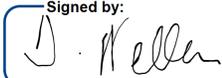
- A.** Neither Broker shall have a claim for Compensation against the other in the event the closing does not occur.
- B.** Any licensee signing this Buyer's Broker Compensation Agreement ("Compensation Agreement") on behalf of their Broker warrants that they have full authority to sign on behalf of and bind the Broker to this Compensation Agreement.
- C.** Once this Compensation Agreement is signed, it cannot be further modified without the express written consent of the Broker(s) whose Compensation is set forth or shared herein and any such modification shall be null and void without the affected Broker's written consent.
- D.** The Brokers referenced herein are express third-party beneficiaries of this Agreement. The rights to Compensation herein shall survive the Closing, and Brokers shall have all remedies available at law or in equity, in the event Broker is not timely paid.
- E.** If the Compensation being offered to Buyer's Broker is more than Buyer's Broker is permitted to accept, and the Buyer does not consent to the additional Compensation being paid, then the offer of Compensation herein shall be reduced to the amount of Compensation Buyer's Broker is permitted to accept.

SPECIAL STIPULATIONS: The following Special Stipulations are made a part of this Agreement.

Additional Special Stipulations (F246) are attached.

[SIGNATURES ON FOLLOWING PAGE]

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Danielle Baker IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831. Copyright© 2025 by Georgia Association of REALTORS®, Inc.

Signed by:

B448EAE83BA748F...

1 Buyer's Signature
A Step at a Time Early Learning, LLC

2/20/2025 | 2:43 PM EST

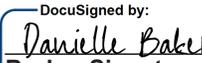
Date

2 Buyer's Signature

Date

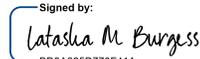
Additional Signature Page (F267) is attached.

Berkshire Hathaway HomeServices GA Prop
Buyer Brokerage Firm

DocuSigned by:

Danielle Baker
Broker Signature (or authorized representative)
7D7557365763430...

2/10/2025 | 11:00 AM EST

Date

Signed by:

BD3A685D770F41A...

1 Seller's Signature
Camhayes Real Estate, LLC

2/17/2025

Date

2 Seller's Signature

Date

Additional Signature Page (F267) is attached.

Randolph Williamson
Seller Brokerage Firm

DocuSigned by:

Broker Signature (or authorized representative)
CECC8E50CAGC415

2/17/2025

Date

Initial
T.N

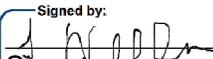
ADDENDUM

Initial
UMB

PROPERTY: ~~277 NE Broad Street, Fairburn, GA 30213~~

~~1) This Agreement is Contingent Upon center. This Agreement is contingent upon Buyer obtaining required permits, approvals, or covenants & restrictions from the applicable regulatory bodies.~~

Date: 2/9/2025 | 7:58 PM EST

Signed by: 
Signature
6146EAE635A748F...

Date: _____

Signature

Date: 2/17/2025

Signed by: 
Signature
8D3A88ED770F41A...

Date: _____

Signature

Addendum



ATLANTA COMMERCIAL BOARD OF REALTORS®, INC. BRRETA DISCLOSURE STATEMENT



Randolph Williams, LLC ("Broker") License # H75280
Brent Randolph ("Agent") License # B244669
 _____ ("Agent") License # _____

Tenant/Subtenant/Buyer: A Step at a Time Early Learning, LLC

Landlord/Sublandlord/Seller: Camhayes Real Estate, LLC

For transaction involving property located at 277 NE Broad Street, Fairburn, GA ("Property").

Pursuant to Regulation 520-1-.06 of the Georgia Real Estate Commission's Regulations and Georgia's Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. Section 10-6A-1 et seq. (BRRETA), Broker makes the following disclosures, checking all that apply,

1. In the above transaction:
 - (A) Broker represents the Tenant/Subtenant/Buyer only;
 - (B) Broker represents the Landlord/Sublandlord/Seller only;
 - (C) Broker represents the Tenant/Subtenant/Buyer and Landlord/Sublandlord/Seller jointly and such dual agency is expressly consented to by the parties by their execution of a Dual Agency Disclosure and Consent Agreement;
 - (D) Broker has assigned Broker's affiliated licensee _____ license # _____ to represent solely Landlord/Sublandlord/Seller as its designated agent and has assigned Broker's affiliated licensee _____ license # _____ to represent solely Tenant/Subtenant/Buyer as its designated agent; or
 - (E) Broker represents neither Tenant/Subtenant/Buyer, nor Landlord/Sublandlord/Seller, but rather Broker is acting as a transactional broker for both parties pursuant to BRRETA.

2. Broker has no other known agency relationships which would conflict with the interest client whom the Broker represents as indicated above in Paragraph 1 except as follows: None

3. In the above transaction, Broker shall receive its compensation from:
 - (A) the Tenant/Subtenant/Buyer only;
 - (B) the Landlord/Sublandlord/Seller only; or
 - (C) both the Tenant/Subtenant/Buyer and Landlord/Sublandlord/Seller and such payment is expressly consented to by the parties by their signing below.
 - (D) As provided for _____.

4. Broker shall keep confidential all information received by the Broker during the course of the engagement which is made confidential by an express request or instruction from the client whom the Broker represents as indicated above in Paragraph 1 unless such client permits such disclosure by subsequent work or conduct, or such disclosure is required by law; provided, however that the client acknowledges that disclosures between a Broker and any of the Broker's affiliated licensees assisting the Broker in representing the client shall not be deemed to breach this duty of confidentiality described above.

The parties named below acknowledge and consent to the above-described relationships and source of Broker's compensation. Furthermore, the parties acknowledge receipt of the Information For and Notices to Parties attached to this Statement and a copy of Broker's Brokerage Relationship Policies.

The parties hereto hereby acknowledge and agree that: (A) *THIS DOCUMENT HAS IMPORTANT CONSEQUENCES, LEGAL, FINANCIAL AND OTHERWISE, AND THE ATLANTA COMMERCIAL BOARD OF REALTORS, INC. ("ACBR") HAS ADVISED THE PARTIES THAT THEY SHOULD EACH CONSULT WITH AN ATTORNEY OR OTHER PROFESSIONAL OF THEIR CHOICE WITH RESPECT TO THE TERMS OF, AND/OR THE COMPLETION, MODIFICATION AND/OR EXECUTION OF, THIS DOCUMENT*; (B) by executing this document the parties hereto each hereby waive and release ACBR, its officers, directors, members, employees and agents, from any and all claims, demands and/or causes of action (whether known or unknown) arising out of, pertaining to or resulting directly or indirectly from the use of this form document.

Landlord/Sublandlord/Seller
Camhayes Real Estate, LLC

By: Signed by: *Catasha M Burgess*
Title: BD3A685D770F41A...
Date: 2/17/2025

Tenant/Subtenant/Buyer
A Step at a Time Early Learning, LLC

By: Signed by: *[Signature]*
Title: B448FAE828A748E
Date: 2/20/2025 | 2:43 PM EST

INFORMATION FOR AND NOTICES TO PARTIES

ENVIRONMENTAL ASPECTS AND CONDITION OF PROPERTY

All parties to real estate transactions should be aware of the health, liability and economic impact of environmental factors on any real estate property, including the property identified on the attached form. Broker does not conduct investigations or analyses of environmental matters and, accordingly, urges its clients and customers to retain qualified environmental professionals to determine whether hazardous or toxic wastes or substances (such as asbestos, PCBs and other contaminants or petro-chemical products stored in underground tanks) or other undesirable materials or conditions are present at the Property and, if so, whether any health danger or other liability exists. Such substances may have been used in the construction or operation of buildings or may be present as a result of previous activities at the Property. Various federal, state and local authorities have enacted laws and regulations dealing with the use, storage, handling, removal, transport and disposal of toxic or hazardous wastes and substances and the operation and use of underground storage tanks. Consequently, it may be prudent for you to retain qualified environmental professionals to review these issues, including whether to conduct a site investigation and/or building inspection. If hazardous or toxic substances exist or are contemplated to be used at the Property, special governmental approvals or permits may be required. In addition the cost of removal and disposal of such materials may be substantial. Any studies completed may result in a duty to report the results to appropriate authorities.

Broker has not made and does not make determinations and/or representations and assumes no obligations regarding the following: environmental matters affecting the Property, including without limitation the presence or absence of underground storage tanks or toxic waste or hazardous substances or other undesirable materials on or about the Property; the condition of the Property; including, without limitation, structural, mechanical or soil conditions; and violations of the Occupational Safety and Health Act or any other federal, state, county or municipal laws, ordinances or statutes and measurements of land and/or improvements. It is the responsibility of tenants and buyers to conduct their own investigations and inspections with respect to such matters.

APPLICABLE LAWS

There are various federal, state and local laws, regulations, ordinances and administrative orders that may apply to the parties and the Property, including, but not limited to Georgia's Brokerage Relationships in Real Estate Transactions Act (BRRETA), the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act (FIRPTA), the Comprehensive Environmental Response Compensation and Liability Act, Office of Foreign Asset Control (OFAC) and the Americans with Disabilities Act. Consequently, you may wish to consult with legal, tax or other professionals concerning the potential effect of these laws on you and the transaction.

CONSULT YOUR ADVISORS. NO REPRESENTATION OR RECOMMENDATIONS ARE MADE BY BROKER OR ITS SALESPERSONS OR EMPLOYEES AS TO THE LEGAL EFFECT, INTERPRETATION, OR ECONOMIC CONSEQUENCES OF (1) THESE NOTICES, (2) ANY TRANSACTION CONTEMPLATED BY THE PARTIES, OR (3) ANY LAWS REFERRED TO HEREIN. THESE ARE MATTERS THAT YOU SHOULD ADDRESS WITH YOUR CONSULTANTS AND ADVISORS.

RANDOLPH-WILLIAMSON, LLC (“BROKER”) BROKERAGE RELATIONSHIP POLICIES

On January 1, 1994, the Brokerage Relationships in Real Estate Transaction Act (BRRETA), O.C.G.A. Section 10-6A-1 et seq., went into effect in Georgia. It requires each licensed broker to develop and enforce a brokerage relationship policy. For purposes of BRRETA, a client is defined as a person who is being represented by a real estate broker in an agency capacity pursuant to a brokerage engagement and a customer is defined as a person who is not being represented by a real estate broker in an agency capacity pursuant to a brokerage engagement, but for whom such broker may perform ministerial acts in a real estate transaction. A brokerage engagement means a written contract wherein the seller, buyer, landlord or tenant becomes the client of the broker and promises to pay the real estate broker valuable consideration or agrees that a real estate broker may receive valuable consideration from another in consideration of the broker producing a seller, buyer, tenant, or landlord ready, willing and able to sell, buy or rent real property or an interest in the property or performing other brokerage services.

Brokerage Policies

Broker and its affiliated licensees represent (1) sellers, landlords, buyers and tenants and (2) both sellers and buyers and landlords and tenants under disclosed dual agency for intra-company real estate transactions (for purposes of this Policy, reference to landlord or tenant includes sublandlord and subtenant, if applicable). In addition, in a specific disclosed transaction, Broker and its affiliated licensees may act as a transactional broker and perform ministerial acts (i.e., acts that do not involve the exercise of its discretion or judgment pursuant to BRRETA 10-6A-3(12)) for both seller/landlord and buyer/tenant, without creating an agency relationship with either party.

Broker is a full service brokerage firm and in some instances Broker may represent both the seller and buyer or the landlord and tenant in a specific transaction. Such dual agency is permitted under Georgia law if both clients consent. As a result, Broker shall provide to each prospective client a dual agency disclosure and consent agreement in order to obtain each client's written consent to the transaction in which it is acting as a dual agent and make such other disclosures as are required by BRRETA Code section 10-6A-12. Alternatively, Broker may assign one of its affiliated licensees to represent one client exclusively as a designated agent and assign another of its affiliated licensees to represent the other client exclusively as a designated agent. In such a situation Broker would not be a dual agent. Broker has delegated to its officers the right to assign such affiliated licensees in order to have a designated agency situation rather than a dual agency situation.

Other Brokerage Relationships

Broker is a full service brokerage firm and in some instances it may represent other clients under existing or subsequent brokerage relationships with respect to the sale, purchase or lease of their real property or acquisition or lease of specific real property. At times, another client may wish to purchase or lease property that a prospective client offers for sale or lease. Alternatively, a prospective client may wish to purchase or lease property that another broker's clients offer for sale or lease. At times, another client may wish to buy or lease the same property that a prospective client wishes to buy or lease, or another client may offer for sale or lease property similar to the property that a prospective client offers for sale or lease. Broker shall not disclose the confidential information of any of its clients to any other of its clients or to its customers, except to the extent required by applicable law.

Under Georgia law, when a seller or landlord is a client, Broker and its salespersons may still show alternative properties not owned by the client to prospective buyers or prospective tenants. In addition, when a buyer or tenant is a client, Broker and its salespersons may still show properties in which the buyer or tenant is interested to other prospective buyers or prospective tenants.

Commission Arrangements

Broker's compensation in representing a seller or landlord or when acting as a dual agent in a particular transaction will generally be paid by such sellers or landlords, pursuant to an agency listing agreement or commission agreement. In those instances in which Broker represents buyers or tenants, Broker's compensation for services rendered to such buyers or tenants will be paid by [the buyer or tenant] [seller or landlord or its agent, unless specifically agreed to the contrary in writing between Broker and the buyer or tenant]. Broker will advise its clients of its compensation payable in connection with a specific transaction. Broker will not receive any undisclosed real estate brokerage commission in any real estate transaction and further will advise and obtain the consent of all parties in the event that more than one party to a specific transaction pays it compensation.

Generally, the Broker will cooperate with other licensed brokers who are properly authorized in writing to represent another party in a transaction; however, Broker will not recognize such cooperating brokers as subagents of Broker's clients, unless specifically agreed to in writing by Broker's clients and such cooperating brokers. Broker's compensation to and sharing of commission with cooperating brokers will be set forth in the applicable agency listing agreement or other commission agreement with Broker's clients, who are responsible for compensating Broker.

Disclosure Statement and Other Information and Notices

Broker, through one or more of its salespersons, shall provide a Disclosure Statement to all parties to a specific transaction prior to the execution of a purchase and sale contract, a lease/sublease or other agreements regarding a transaction involving real property. The Disclosure Statement will provide disclosures as to whom Broker represents and from whom Broker shall receive compensation in any specific transaction. In addition, Broker provides to each party to any specific transaction, whether client or customer, additional information and notices which appear on the attached Disclosure Statement.

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Randolph Williamson (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Randolph Williamson:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Randolph Williamson of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at jmorales@rwcre.net and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Randolph Williamson

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to jmorales@rwcre.net and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Randolph Williamson

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to jmorales@rwcre.net and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Randolph Williamson as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Randolph Williamson during the course of my relationship with you.



February 10, 2025

Tanisha Nellum
A Step at a Time Early Learning Center
Via Email

Good morning Mrs. Nellum:

On behalf of Ameris Bank (hereinafter “Lender”), I am pleased to extend to you this Letter of Interest. A Letter of Interest is not a commitment to lend, but rather a detailing of the terms and conditions we will attempt to obtain on your behalf.

TERMS & CONDITIONS

Borrower: A Step at a Time Early Learning Center

Guarantor(s): **Tanisha Nellum**

Loan Type: SBA 504

Purpose: Refinance Existing Debt used to acquire Commercial Real Estate and Finance the Acquisition of Commercial Real Estate located at 277 NE Broad St, Fairburn, GA 30213 for expansion into a second location

Term: The Loan will have a term of 25 Years from the note date.

Out of Pocket Costs: If the loan does not close, all third-party expenses incurred on behalf of this loan request will be paid by Borrower. These expenses include (but are not limited to) attorney fees, appraisal fees, environmental assessment fees, etc.

Collateral: The loan will be secured by all available assets, busines, including but not limited to the following:

- 277 NE Broad St Fairburn, GA 30213

Appraisal: A satisfactory Appraisal ordered and reviewed by Lender may be required.

Environmental: A satisfactory Phase 1 Environmental Report may be required.

Life Insurance: Life insurance in the amount of the loan may be required for the following individual(s):
Tanisha Nellum

Tax and Insurance: Borrower shall maintain liability, property, and other insurance as required. Lender will be named as Mortgagee/Loss Payee on all policies. Borrower must keep current all applicable property taxes.

Financial Reporting: Borrower and guarantor(s) will provide Lender with annual federal income tax returns and personal financial statements.

Other Conditions: This loan is being considered under the SBA 504 Loan Program. All conditions applicable to the program will supersede any terms and conditions of Ameris Bank.

Borrower will be expected to execute all loan documents required by Lender and Lender's attorney.

The Loan will adhere to standard Ameris Bank construction loan requirements (including construction risk management by a third-party firm).

The Bank will not close on the purchase of the land until the plans and specs are completed, an 'as complete' appraisal has been ordered / reviewed.

Initial Deposit

Regardless of the above selection, Lender requires an expense deferral deposit ('EDD') of \$2,500.00 for preparing a loan package for submission to our loan committee. If the loan request is not approved on terms and conditions materially similar to those contained herein, the EDD will be refunded to you (less any out of pocket expenses incurred). If you accept an approval letter from us, the deposit will be credited to you at closing.

Lender Fees:

Lender will not charge a loan origination fee; however, Lender may charge Borrower a reasonable amount for loan packaging services, which includes assisting Borrower with completing an SBA loan application and related documents. At closing, Lender will document the services provided. We estimate this fee to be \$2,500.00, and it is included in 'Closing Costs' in the project cost grid.

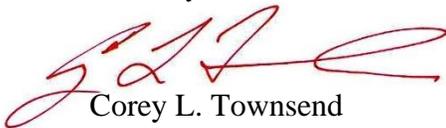
Disclaimer: While Borrower is not required to obtain or pay for unwanted services (such as a packaging fee), acceptance of this proposal constitutes a request for Lender to perform reasonable and customary services at market-rate costs.

If the terms of this letter are acceptable, please sign where indicated below, and remit the above-referenced EDF amount within 10 business days of this letter's issuance date. The financial remittance may be deposited via wired, or ACH. If you would like to send a wire or ACH, please find attached your reference #.

Please call or email Julia Butler with any questions regarding the check, wire or ACH process. Her phone number is 678-553-8569, and her email address is Julia.butler@amerisbank.com.

We appreciate the opportunity to provide financing for your business. If you have any further questions, please contact me at (404) 850-7936.

Sincerely,



Corey L. Townsend
SBA Lending Division

Applicant's Acknowledgment:

SECTION A – SELLER'S INFORMATION (Do not use agent's information)				SECTION C – TAX COMPUTATION	
SELLER'S BUSINESS / ORGANIZATION / OTHER NAME Dayton Homes, LLC				Exempt Code If no exempt code enter NONE NONE	
MAILING ADDRESS (STREET & NUMBER) 315 Roswell Hills Court				1. Actual Value of consideration received by seller Complete Line 1A if actual value unknown \$224,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Roswell, GA 30075 USA		DATE OF SALE 2/9/2015		1A. Estimated fair market value of Real and Personal property \$0.00	
SECTION B – BUYER'S INFORMATION (Do not use agent's information)				2. Fair market value of Personal Property only \$0.00	
BUYERS'S BUSINESS / ORGANIZATION / OTHER NAME CamHayes Real Estate, LLC				3. Amount of liens and encumbrances not removed by transfer \$0.00	
MAILING ADDRESS (Must use buyer's address for tax billing & notice purposes) P.O. Box 890				4. Net Taxable Value (Line 1 or 1A less Lines 2 and 3) \$224,000.00	
CITY, STATE / PROVINCE / REGION, ZIP CODE, COUNTRY Fairburn, GA 30213 USA		Check Buyers Intended Use () Residential (X) Commercial () Agricultural () Industrial		5. TAX DUE at .10 per \$100 or fraction thereof (Minimum \$1.00) \$224.00	
SECTION D – PROPERTY INFORMATION (Location of Property (Street, Route, Hwy, etc))					
HOUSE NUMBER & EXTENSION (ex 265A) 277		PRE-DIRECTION, STREET NAME AND TYPE, POST DIRECTION E Broad Street			SUITE NUMBER
COUNTY FULTON		CITY (IF APPLICABLE) Fairburn		MAP & PARCEL NUMBER 09F-1703-0066-120-0	ACCOUNT NUMBER
TAX DISTRICT	GMD	LAND DISTRICT 9th	ACRES	LAND LOT 66	SUB LOT & BLOCK
SECTION E – RECORDING INFORMATION (Official Use Only)					
DATE	DEED BOOK 54642	DEED PAGE 345	PLAT BOOK	PLAT PAGE	

ADDITIONAL BUYERS

None

80 TO 100 dB
SOURCE
NOISE

72 TO 92 dB
ATTENUATED
SOUND
PRESSURE LEVEL

67 m

140'-3 1/2"

**277 NE Broad St Fairburn, GA 30213
A Step At A Time Early Learning Academy
Public Participation Meeting Report Executive Summary**

Public Meeting Date: April 15th, 2025

Public Meeting Time: 6:00pm EST

Public Meeting Location: Fairburn Hobgood-Palmer Library
60 Valley View Dr, Fairburn, GA 30213

Attendees: Jonathan Clark – Presenter, Architect of Record
Chancellor Felton – City of Fairburn Planner
Danielle Baker - Owner’s Representative / Project Realtor
Pat Callhoun, patgen@att.net – Citizen of Fairburn

Meeting Discussion:

Questions	<p>City of Fairburn Citizen, Pat Callhoun asked:</p> <ol style="list-style-type: none"> 1. Describe the scope of the new daycare project. 2. Briefly describe the entire process of doing a new project within the City of Fairburn.
Responses	<ol style="list-style-type: none"> 1. Jonathan Clark responded to describe the project details. The project used to be a medical clinic and will now become a daycare to support the area. This project will be an interior renovation with some minor exterior modifications. Pat Callhoun was explained the presentation which showcased the intended scope via blueprint drawings. 2. Realtor Danielle Baker explained the initial stages of acquiring a building for intended use. Architect Jonathan Clark explained the process of professional design services in order to produce proper blueprints for permitting and construction purposes. City of Fairburn Planner Chancellor Felton explained the City of Fairburn’s internal process for approving zoning for project intended use and the next steps of building permit process.

Photos:

USE PERMIT ZONING PUBLIC NOTICE ATTENDANCE LIST		
NAME	COMPANY NAME	BUSINESS/PROPERTY
Pat Calhoun		patgen@att.net

Figure 1: General Public Attendance List



Figure 2: Meeting Discussion

Sec. 80-208. - Child day care center.

Allowed as a permitted use in AG, R-1, R-2, R-3, O&I and P&O districts.

- (a) *Allowable districts:* May be allowed in single family districts in conjunction with an institutional use such as a church, temple, place of worship, school or a hospital.
- (b) *Standards:*
 - (1) Facility shall be for three or more children under the age of 18, excluding staff.
 - (2) In residential districts (R-1, R-2, R-3, O&I and P&O) child day care centers shall be located a minimum of 500 feet from each other as measured from respective property lines.
 - (3) Copies of applicable local, state, and federal permits shall be provided to the department of planning and zoning prior to the issuance of a certificate of occupancy and business license
 - (4) Provide minimum landscape strips, buffers and improvement setbacks as specified for the O&I district in the tree protection and landscaping ordinance.
 - (5) Provide a minimum six-foot high opaque fence interior to any required landscape strips and/or buffers around the periphery of the yard used for the play area.
 - (6) Play areas shall be located within the rear or side yards.
 - (7) The hours of operation shall be limited to Monday through Friday from 6:00 a.m. to 7:00 p.m.
 - (8) No parking allowed in the minimum front yard setback.
 - (9) Driveway design shall permit vehicles to exit the property in a forward direction.

(Ord. No. 2012-04, § 1(Exh. A), 6-11-2012; Ord. of 10-28-2019(1))