



*Doug Rhodes, Chairman
Cindi Michael, Vice-Chair
Cam Perdue
Keisha Danielle Edwards
Don Bergwall, Dan Harrison
Joshua Logelin*

+

Work Session
6:30PM

November 07, 2018

Planning Commission Agenda -7:00PM

City Hall Council Chambers

NOTE: Planning Commission serves as an Advisory Board that makes recommendations to the Mayor and Council, which will be heard on November 19, 2018, 6:30p.m. unless otherwise noted. Anyone giving comments in the public session are to sign in and note that limitation of 10 minutes per side will be allowed.

I. Call Meeting to Order/Roll Call

II. Approval of minutes: October 03, 2018

III. Public Hearing:

- **RZ2018-09-11 Rezoning** Consideration to rezone property at 2570 Cobb Parkway, from **City HGB (Highway General Business) to City CBD (Central Business District)** as submitted by Parke Lammerts/Core Property Capital. Said request to rezone property for mixed-use re-development. Property consisting of 1.2 +/- acres and lying in Land Lot 167, Tax Parcel 104 of the 20th District, 2nd Section Cobb County Georgia. (Mayor and Council 11-19-18)
- **RZ2018-09-12 Rezoning** Consideration to rezone property at, 2555 Cobb Parkway from **City O&I (Office Institutional) to City CBD (Central Business District)** as submitted by Parke Lammerts/Core Property Capital. Said request to rezone property for mixed-use development. Property consisting of 6.0 +/- acres and lying in Land Lot 167, Tax Parcel 75 of the 20th District, 2nd Section Cobb County Georgia. (Mayor and Council 11-19-18)
- **RZ2018-09-11 Rezoning** Consideration to rezone properties at 2520 Cobb Parkway, from **City HGB (Highway General Business) to City CBD (Central Business District)** as submitted by Parke Lammerts/Core Property Capital. Said request to rezone property for mixed-use re-development. Property consisting of 1.2 +/- acres and lying in Land Lot 167, Tax Parcel 46 of the 20th District, 2nd Section Cobb County Georgia. (Mayor and Council 11-19-18)
- **RZ2018-12 Rezoning** Consideration to rezone property at 2675 Summers Street from **City GC (General Commercial) to City CBD (Central Business District)** as submitted by Parke Lammerts/Core Property Capital. Said request to rezone property for mixed-use re-development. Property consisting of .46 +/- acres and lying in Land Lot 167, Tax Parcel 25 of the 20th District, 2nd Section Cobb County Georgia. (Mayor and Council 11-19-18)

IV. Staff Comments – Darryl Simmons

V. Adjournment

The next scheduled meeting of the Kennesaw Planning Commission
December 05, 2018 at 7:00pm





LAND CASES	LAND USE OR ZONING	
	FROM	TO
AV	LU	
AX	RZ2018-09, 10, 11, & 12	GC, HGB, & OI
DX	AV – Administrative Variance AX – Annexation DX – De-annexation HBR – Historic Board Review LU – Land Use RZ – Re-zoning SLUP – Special Land Use ZV – Variance	
HBR		
SLUP		
ZV		
	ZONING	
	KENNESAW CITY LIMITS	
	COBB COUNTY	
	LAND LOT	

2520, 2555, & 2570 Cobb Pkwy
2675 Summers St
Land Lot 167, Tax Parcels 25, 46, 75, & 104

Subject Properties

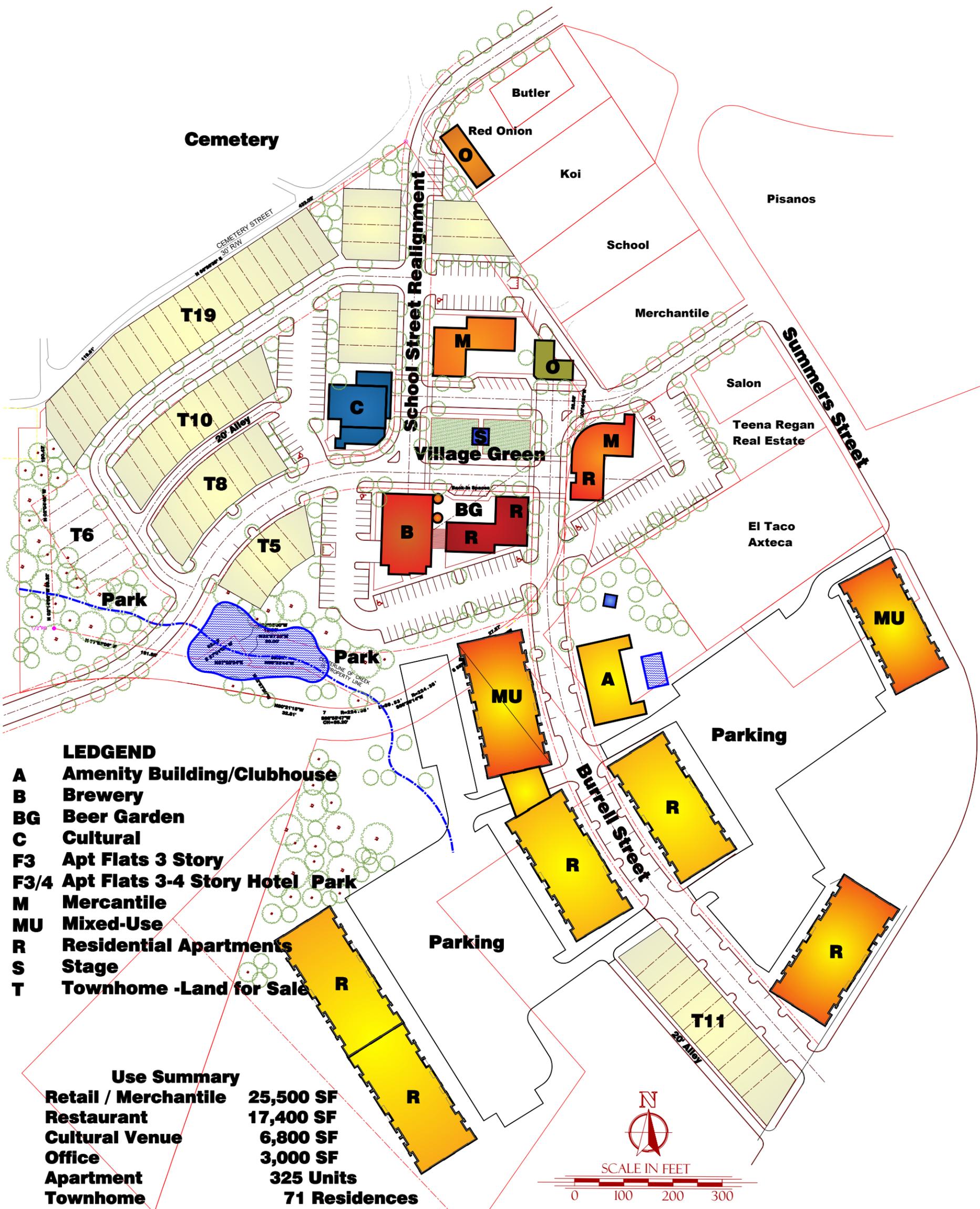
CITY OF KENNESAW
 PLANNING & ZONING DEPT.
 770-590-8268

Debra Estessing
 MAYOR
Debra Taylor
 CITY CLERK

Scale: 1" = 300'

Print Date: 10/18/2018

RZ2018_09_Aerial_ap





KENNESAW, GEORGIA

Λ
KENNESAW
HISTORIC DISTRICT
MIXED-USE PROJECT

Concept Project Prepared
By
The Sanctuary Companies, Inc.
Kennesaw, GA
09/28/2018



SANCTUARY
COMPANIES

PROJECT SUMMARY

A spirit of cooperation between developers Sanctuary Companies and Core Property Capital will result in a master-planned new mixed-use project in the Historic District in Kennesaw, GA. Sanctuary Companies is working with Miller Architecture as its project architect and land planner. Miller is an nationally renowned award-winning firm, with extensive work in Historic communities such as Charleston, Savannah, Charlotte, and recently master planned East Park Village in Kennesaw.

Centered around what was formerly the Marth Moore School property at the intersection of School Drive, Burrell Dr., and Keene Street, the project design will reflect the Historic District Architectural Standards and the site design standards of the Central Business District Form Based Code. Pedestrian through-ways will utilize landscaping, pathways and open greens to create distinct, vibrant, and active public spaces.

Taking care to create pedestrian connections from the heart of Downtown's commercial district, to Camp McDonald Park improvements planned by Cobb County, and ultimately to the western entrance to Downtown at the intersection of Hwy 41 and Summer Street, the new road alignments will transform walkability in the District. The redesign of the through streets, avenues, and lanes will create a new traffic calming network of safe walkable streets in what is currently a dangerous high-speed cut through road surrounded on both sides by blight, abandoned buildings, and failing infrastructure. The pedestrian experience will be second to none in the District with preservation of natural areas and addition of new pocket park areas.

The project scope includes the removal of the derelict Cobb County school building due to the condition of the building and the lack of Historical contributing factors in the structure and Architecture. Sanctuary has included a report that concludes that the only contributing factor to the Historic District is the former school's age and that the facility has no architectural historic value. Sanctuary met with its Architect, the Kennesaw Building Inspector, and the Cobb County Fire Marshall and plan reviewers to determine the ability to use the building as an adaptive reuse. It was determined by both agencies that the building does not meet Building or Fire codes and cannot be brought up to code due to the building material types and the proposed uses. They concur with the Architect's recommendation that the building be removed and the site repurposed.

In place of the Cobb County school, the site plan represented for review and approval consists of several new uses that will enhance the downtown and be complimentary to the surrounding historic buildings that can be repurposed.

Project Scope and Uses

1. Residential – 71 Townhomes
 - a. The 3-story townhomes, which will be for sale, will have brick and siding facades, varying roof modulation and architectural features such as dormers to break down their perceived massing. Front stoops will lead directly to the sidewalk but raised and set-back landscaping will give the ground floor of the units some privacy.
2. Restaurants
 - a. Three Restaurants are located adjacent to a new Village Green. The Restaurants will range from 2500 SF to 6200 SF. Two are located at the brew garden located adjacent to the Brewery, with another located directly across from the Green.
3. Commercial Mercantile / Mixed use
 - a. 5155 SF of mercantile flex retail space
 - b. 3,000 SF of office
 - c. 10,000 SF (6 Condominium Residential Units) located above the “C” building.
4. Brewery
 - a. 8-10,000 SF Brewery and brew garden for outdoor gathering.
5. Cultural Events Building
 - a. 5-8,000 SF Entertainment facility for live shows and cafe

Total Uses

Residential - 77 units

Commercial - up to 33,055 SF

Site Area







REZONING APPLICATION

Required Fee \$375.00

Date Received _____

Staff's Initials _____

Is this property located within the Kennesaw Historic District (yes) _____ (no)

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.

REZONING PROPERTY ADDRESS 2555 N. Cobb Parkway

Land Lot _____ Tax Parcel 20016700150 Lot Size 6.8 acres

Resident Population 0 Housing Units 0 Other Buildings 1

Zoning Request from:

Present Zoning DI To: CBD

For the purpose of: Mixed-use redevelopment

APPLICANT EMAIL plammers@corepropertycapital.com

Applicant address 3340 Peachtree Rd, Ste 1660 Atlanta, GA 30326

(Phone #) 404-452-9989

Applicant Signature _____ Date 6/1/18

Signed, sealed and delivered in presence of: _____

Notary



REPRESENTATIVE

(Fax #) _____ (Work#) _____ (Cell#) _____

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____

Notary

Date

TITLEHOLDER: Fritz Christen Family Trust (Phone #) 706-844-6905

Signature: DW & Duffie C Foster Address 2555 Cobb Parkway Kennesaw, GA 30152

Signed, sealed and delivered in presence of: Angela Harg 9/25/18

Notary

Date



#137

700
WARRANTY DEED

WARRANTY DEED

STATE OF GEORGIA COUNTY OF COBB

THIS INDENTURE Made the 6th day of May in the year one thousand nine hundred ninety-two between

JERRY L. WEAVER of the County of Cobb and State of Georgia as party or parties of the first part hereinafter called Grantor and

FAITH CHRISTIAN FELLOWSHIP OF WEST ATLANTA, INC.

is 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 DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS----- \$10.00** DOLLARS 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 Original Land Lot No. 167, 20th District, 2nd Section, Cobb County, Georgia, as more particularly described on Exhibit "A" attached hereto and made a part hereof.

This deed is given subject to all easements and restrictions of record and that certain deed in favor of Georgia Security Bank, dated December 3, 1991, recorded in Deed Book 6400, page 135, Cobb County, Georgia, Records.

530.00

Cobb County Georgia Real Estate Transfer Tax
Paid 530.00
Date 5/7/92
J.W.C. State Notary
Clerk of State of Georgia

FILED AND RECORDED
92 MAY -7 PM 4:25
J.C. [Signature]
COBB SUPERIOR COURT CLERK

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

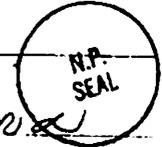
IN WITNESS WHEREOF the Grantor has signed and sealed this deed the day and year above written

Signed, sealed and delivered in presence of

[Signature] _____ (Seal)
JERRY L. WEAVER

[Signature] _____ (Seal)
(Unofficial witness)

[Signature] _____ (Seal)
(Notary Public)



Notary Public, Cobb County, Georgia
My Commission Expires Sept. 12, 1992

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 167 of the 20th District, 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

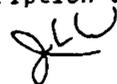
BEGINNING at an iron pin located at the intersection formed by the southeasterly right of way line of Dobbs Drive (a 40-foot right of way width) with the southwesterly right of way line Burrell Court; running thence southwesterly along the arc of the southeasterly right of way line of Dobbs Drive a distance to an iron pin, said distance having a dimension of 271.13 feet along a chord on a bearing South 65 degrees 07 minutes 12 seconds West; running thence South 18 degrees 13 minutes 38 seconds West a distance of 619.59 feet to an iron pin located on the northeasterly right of way line of U.S. 41 Highway, also known as Four Lane Highway; running thence South 44 degrees 38 minutes 52 seconds East along the northeasterly right of way line of said U.S. 41 Highway a distance of 363.99 feet to a corner stone; running thence North 09 degrees 37 minutes 38 seconds East a distance of 234.44 feet to an iron pin; running thence South 45 degrees 10 minutes 28 seconds East a distance of 138.49 feet to a point; running thence North 30 degrees 07 minutes 59 seconds East a distance of 120 feet to an iron pin; running thence North 57 degrees 14 minutes 02 seconds West a distance of 50 feet to an iron pin; running thence North 30 degrees 20 minutes East a distance of 232.58 feet to an iron pin; running thence North 41 degrees 34 minutes 15 seconds West a distance of 257.96 feet to an iron pin; running thence North 54 degrees 07 minutes 25 seconds East a distance of 256.84 feet to an iron pin located on the southwesterly side of Burrell Court; running thence North 39 degrees 29 minutes 49 seconds West along the southwesterly side of Burrell Court, a distance of 198.20 feet to the POINT OF BEGINNING; as per survey prepared by West Georgia Engineers and Surveyors, Inc., dated November 2, 1983, being improved property and having a building located thereon, together with a non-exclusive easement 25 feet in width for means of ingress and egress in and to the above described property from the northwesterly right of way line of Due West Road, being the same easement as that granted by James L. Bentley, Jr. to Jack Palmerlee on July 23, 1973, recorded in Deed Book 1449, page 557, Cobb County Records, which easement is hereby referred to and made a part hereof for a more accurate description of the easement hereby granted.

LESS AND EXCEPT:

All that tract or parcel of land lying and being in Land Lot 167, 20th District, 2nd Section, Cobb County, Georgia, being 0.052 acre as shown by that certain plat made by Ronnie L. Ray, Registered Land Surveyor No. 1781, dated February 8, 1992, and being more particularly described as follows:

BEGINNING at an iron pin located on the northeasterly right of way of U.S. 41 as shown on said plat 285.95 feet northwesterly, as measured along the northeasterly right of way of U.S. 41 North 44 degrees 38 minutes 52 seconds West, from the intersection of the northeasterly right of way of U.S. 41 with the centerline of Kennesaw Due West Road; running thence North 44 degrees 30 minutes 52 seconds West along the northeasterly right of way of U.S. 41, 79.32 feet to an iron pin; running thence North 43 degrees 31 minutes 23 seconds East 86.14 feet to an iron pin; running thence South 45 degrees 19 minutes 11 seconds East 70.71 feet to an iron pin; running thence South 09 degrees 46 minutes 22 seconds West 106.15 feet to the iron pin found at the point of beginning.

Said plat is hereby adopted and made a part hereof by reference thereto for a more complete description of said property.



BK 6628 PG 0537



REZONING APPLICATION
Required Fee \$375.00

Date Received _____
Staff's Initials _____

Is this property located within the Kennesaw Historic District (yes) _____ (no)

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.

REZONING PROPERTY ADDRESS 2520 N. Cobb Pkwy

Land Lot _____ Tax Parcel 2016700460 Lot Size 1.2 acres

Resident Population 0 Housing Units 0 Other Buildings 0

Zoning Request from:

Present Zoning HCB To: CBD

For the purpose of: Mixed-use redevelopment

APPLICANT EMAIL planners@ccc-property-capital.com

Applicant address 3340 Peachtree Rd Ste 1660 Atlanta, GA 30326

(Phone #) 404-504-8773

Applicant Signature _____ Date 10/1/18

Signed, sealed and delivered in presence of: _____
Notary _____



REPRESENTATIVE _____

(Fax #) _____ (Work#) _____ (Cell#) _____

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____
Notary _____ Date _____

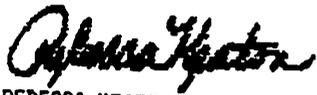
TITLEHOLDER: Romusa Properties LLC (Phone #) _____

Signature: _____ Address _____

Signed, sealed and delivered in presence of: _____
Notary _____ Date _____

After recording, return to:

LAW OFFICES OF HODGES AND BROADAWAY
300 Parkbrooke Place, Suite 150
Woodstock, GA 30189
B300A.190


REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

STATE OF GEORGIA
COUNTY OF Cobb

LIMITED WARRANTY DEED

THIS INDENTURE is made as of September 10, 2015, between Abhiram, LLC, a Georgia limited liability company ("Grantor") and Romusa Properties, LLC, a Georgia limited liability company ("Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100ths Dollars and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee:

All that tract or parcel of land lying and being in the City of Kennesaw, Cobb County, Georgia (hereinafter referred to as the "Land"), and being more particularly described in Exhibit "A" attached hereto and incorporated herein.

TO HAVE AND TO HOLD the Land, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to the matters (hereinafter referred to as the "Permitted Exceptions") set out in Exhibit "B" attached hereto and incorporated herein.

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

IN WITNESS WHEREOF, the Grantor has executed these presents and affixed their respective seals the day and year first above written.

"GRANTOR"

Signed, sealed and delivered in the presence of:

Abhiram, LLC, a Georgia limited liability company

Ajith M (AJAJ MUTHAVARAPU)
Witness

By: [Signature]
Sunil Mallavarapu
Its: Manager

[Signature]
Notary Public

My Commission Expires: 01/31/2017

[NOTARIAL SEAL]

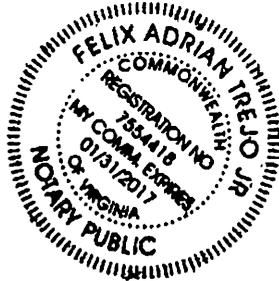


EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in the City of Kennesaw, Land Lot 167 of the 20th District, 2nd Section, Cobb County, Georgia, containing 1.192 acres or 51,933 square feet and being more particularly described as follows:

Commencing at the projected right-of-way intersection of the westerly right-of-way line of Kennesaw Due West Road and the northeasterly right-of-way line of U.S. Highway 41 (a/k/a North Cobb Parkway); thence along the projected northeasterly right-of-way line of U.S. Highway 41 (a/k/a North Cobb Parkway and/or North Four Lane Highway) N43°58'17"W a distance of 29.85 feet to a ½" rebar (found), said point being THE TRUE POINT OF BEGINNING;

Thence continuing along the northeasterly right-of-way line of U.S. Highway 41 N43°58'17"W a distance of 215.87 feet to a ¼" axle (found); thence leaving the northeasterly right-of-way line of U.S. Highway 41 N14°34'03"E a distance of 221.44 feet to an iron pin (placed); thence S45°20'53"E a distance of 294.79 feet to a ½" rebar (found) on the westerly right-of-way line of Kennesaw Due West Road; thence continuing along the westerly right-of-way line of Kennesaw Due West Road S27°15'31"W a distance of 189.15 feet to a ½" rebar (found); thence N58°48'03"W a distance of 26.68 feet to a ½" rebar (found); thence S36°34'10"W a distance of 10.20 feet to a ½" rebar (found) on the northeasterly right-of-way line of U.S. Highway 41, said point being THE TRUE POINT OF BEGINNING.

AND

All that tract or parcel of land lying and being in the City of Kennesaw, Land Lot 167 of the 20th District, 2nd Section, Cobb County, and being more particularly described as follows:

Commencing at the projected right of way intersection of the westerly right of way line of Kennesaw Due West Road and the northerly right of way line of U.S. Highway 41 (a.k a North Four Lane Highway),

THENCE along the projected northerly right of way of U.S. Highway 41 N 43°58'17" W a distance of 245.72 feet to a ¾" axle (found) said point being the TRUE POINT OF BEGINNING;

THENCE, N 09°37'38" E a distance of 233.99 feet to a ½" rebar (found),

THENCE, S 45°20'53" E a distance of 23.29 feet to an iron pin (placed),

THENCE, S 14°34'03" W a distance of 221.44 feet to a ¾" axle (found), said point being the TRUE POINT OF BEGINNING.

**ORIGINAL APPEARANCE
OF DOCUMENT**

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. All applicable, state and county real and personal property taxes for the year 2015 and subsequent years which are liens not yet due and payable.
2. Easement from W. M. Eller to Georgia Power Company, dated July 30, 1948, filed September 14, 1948 and recorded in Deed Book 202, Page 80, records of the Superior Court of Cobb County, Georgia.
3. Easements contained in that certain Right of Way from W. M. Eller to the State Highway Department of Georgia, dated June 22, 1948, filed August 18, 1948 and recorded in Deed Book 202, Page 93, aforesaid records.
4. Easement from W. M. Eller to Georgia Power Company, dated September 9, 1959, filed November 12, 1959 and recorded in Deed Book 521, Page 250, aforesaid records.
5. Relinquishment of access rights (except where designated by the DOT) pursuant to that certain Conveyance of Access Rights from Chevron U.S.A., Inc., to the Department of Transportation, dated May 28, 1968, filed June 5, 1986 and recorded in Deed Book 3963, Page 217, aforesaid records
6. Easement from Sidhu Enterprises, L.L.C., a Georgia limited liability company to Chevron U.S.A. Inc., a Pennsylvania corporation, dated January 25, 2000, filed January 26, 2000 and recorded in Deed Book 13238, Page 3446, aforesaid records.
7. All matters shown on ALTA/ACSM Survey for Romusa Properties, LLC, by D&S Land Surveying, by David W. Shirley, GRLS Number 2670, dated August 11, 2015, certified to Romusa Properties, LLC, Law Offices of Hodges and Broadaway and First American Title Insurance Company, as follows:
 - (A) 12" drainage line located in the mid-western portion of the Land;
 - (B) 30" drainage line located in the northeastern portion of the Land;
 - (C) Adjacent driveway to the east encroaches into the Land; and
 - (D) Overhead utility line located in the mid-eastern portion of the Land



REZONING APPLICATION
Required Fee \$375.00

Date Received _____
Staff's Initials _____

Is this property located within the Kennesaw Historic District (yes) _____ (no)

A MINIMUM OF ONE CONSULTATION WITH PLANNING AND ZONING ADMINISTRATOR AND STAFF PRIOR TO THE SUBMISSION OF THE REQUESTED APPLICATION IS MANDATORY.

REZONING PROPERTY ADDRESS 2570 N. Cobb Pkwy

Land Lot _____ Tax Parcel 20016701040 Lot Size 1.2 acres

Resident Population 0 Housing Units 0 Other Buildings 0

Zoning Request from:

Present Zoning HGB To: CBD

For the purpose of: Mixed use redevelopment

APPLICANT EMAIL planners@corepropertycapital.com

Applicant address 3340 Peachtree Rd., Ste 1660, Atlanta, GA 30326

(Phone #) 404-452-9929

Applicant Signature _____ Date 9/25/18

Signed, sealed and delivered in presence of: Jerel B. Cooper
Notary _____ Date _____



REPRESENTATIVE _____

(Fax #) _____ (Work#) _____ (Cell#) _____

Representative Signature _____ Date _____

Signed, sealed and delivered in presence of: _____

Notary _____ Date _____

TITLEHOLDER: The Suites in Dublin (Phone #) 678 354 2578

Signature: [Signature] Address 400 Crankena Pkwy Ste 1140

Atlanta, Ga 30339

Signed, sealed and delivered in presence of: Katelynn Speer
Notary _____ Date 9/27/18



Rebecca Keaton

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

Mail

_____ Space above this line for recording data _____ *5/*

After recording return to:
Calloway Title & Escrow, LLC
David W. Dudley 2-30227
4170 Ashford Dunwoody Rd. Ste. 285
Atlanta, Georgia 30319

Following Recording, Return to:
Randall B. Scoggins, Esq.
Scoggins & Goodman, P.C.
2800 ~~Maggis~~ One Tower
245 Peachtree Center Avenue, N.E.
Atlanta, Georgia 30303-1227

STATE OF GEORGIA
COUNTY OF COBB

LIMITED WARRANTY DEED

THIS INDENTURE, made as of the 3rd day of December, 2013, between INTOWN SUITES KENNESAW, LLC, a Delaware limited liability company, having an address of c/o Intown Suites Management, Inc., 2727 Paces Ferry Road, Building 2-Suite 1200, Atlanta, Georgia 30339, Attention: Mr. Dennis M. Cassel CPA (hereinafter referred to as "Grantor"), and THE EXTENDED STAY IN KENNESAW LLC, a Georgia limited liability company, having an address of 4032 Palisades Main, Kennesaw, Georgia 30144 (hereinafter referred to as "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 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid at and before the sealing and delivery of this Deed, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by this Deed does grant, bargain, sell, alien, convey and confirm unto Grantee, the following:

All that tract or parcel of land lying and being in Land Lots 166 and 167 of the 20th District, 2nd Section of Cobb County, Georgia, as more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

Without expanding by implication the limited warranty set forth herein, this conveyance is made subject to the matters set forth on Exhibit "B" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said tract or parcel of land, with the buildings thereon and with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the 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 Grantor and all others claiming by, through or under Grantor, but not otherwise, except as to claims arising under those matters set forth in Exhibit "B" attached hereto.

BY ITS ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE WARRANTY OF TITLE AS SET OUT IN THIS DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARIZETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (H) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS OR SUBSTANCES. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND ACCEPTS THE PROPERTY AND WAIVES ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY

VERBAL OR WRITTEN STATEMENTS OTHER THAN AS SET FORTH IN THIS LIMITED WARRANTY DEED, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE FOR THE PROPERTY HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING.

IN WITNESS WHEREOF, the Grantor has executed this instrument under seal the day and year above written.

Signed, sealed and delivered in the presence of:

M. LaFayette

Witness

Cynthia Billingsley

Notary Public

INTOWN SUITES KENNESAW, LLC
a Delaware limited liability company (SEAL)

By: *[Signature]*

Dennis M. Cassel, Chief Financial Officer

(NOTARIAL SEAL)

My Commission Expires:

CYNTHIA BILLINGSLEY NOTARY PUBLIC Forsyth County State of Georgia My Comm. Expires August 20, 2017

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lots 166 and 167 of the 20th District and 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

Beginning at an iron pin located on the southeastern right-of-way of Dobbs Drive (said right-of-way having a width of forty feet), North 67 degrees 33 minutes 30 seconds East, a distance of 200.00 feet from the intersection of the northeastern right-of-way of Highway 41 (said right-of-way line being located a distance of 115.00 feet from the centerline of Highway 41) and the southeastern right-of-way of Dobbs Drive (Highway 41 also being known as Cobb Parkway); running thence South 46 degrees 00 minutes 53 seconds East, a distance of 175.08 feet to an iron pin; running thence South 44 degrees 58 minutes 41 seconds West, a distance of 185.25 feet to an iron pin located on the northeasterly right-of-way of Highway 41; running thence South 45 degrees 20 minutes 00 seconds East, along the right-of-way of Highway 41, a distance of 418.86 feet to an iron pin; running thence North 17 degrees 22 minutes 10 seconds East, a distance of 618.86 feet to an iron pin located on the southwesterly right-of-way of Dobbs Drive; running thence north 82 degrees 40 minutes 45 seconds West, along the southwesterly right-of-way of Dobbs Drive, a distance of 196.98 feet to a point; running thence northwesterly, westerly, and southwesterly along the right-of-way of Dobbs Drive and following the curvature thereof to the left, an arc distance of 174.48 feet, (said arc being subtended by a chord of South 82 degrees 26 minutes 22 seconds West, 172.52 feet, and a radius of 335.89 feet); running thence South 67 degrees 33 minutes 30 seconds West, along the right-of-way of Dobbs Drive, a distance of 120.40 feet to an iron pin and the point of beginning; said parcel of land containing 3.9809 acres.

EXHIBIT "B"

Permitted Exceptions

1. All taxes for the year 2014 and subsequent years.
2. Riparian rights incident to the premises.
3. Rights of tenants in possession under unrecorded leases.
4. Drainage rights as contained in that certain Right of Way Deed from W.M. Eller to State Highway Department of Georgia, dated June 22, 1948, filed for record August 18, 1948, recorded in Deed Book 202, Page 93, Records of Cobb County, Georgia.
5. Drainage rights as contained in that certain Right of Way Deed from O.E. Jones to State Highway Department of Georgia, dated June 23, 1948, filed for record August 18, 1948, recorded in Deed Book 202, Page 96, aforesaid Records; as affected by that certain Quit Claim Deed from L.C. Chalker, O.E. Jones, and the Board of Education of Cobb County, Georgia to State Highway Department of Georgia, dated November 12, 1948, filed for record November 24, 1948, recorded in Deed Book 192, Page 544, aforesaid Records..
6. Easement from Pacemaker Inns of America to Georgia Power Company, dated April 5, 1972, filed for record May 23, 1972, recorded in Deed Book 1315, Page 725, aforesaid Records.
7. Those matters as disclosed by that certain survey entitled "ALTA/ACSM Land Title Survey To: Paul Hastings LLP; InTown Suites Kennesaw, LLC, a Delaware limited liability company; SOF-IX Sleep, L.P., a Delaware limited partnership; InTown Hospitality Corp., Chicago Title Insurance Company" and "Bock & Clark Corporation", prepared by Moreland Altobelli Associates Inc., bearing the seal and certification of Ronnie Joiner, Georgia Registered Land Surveyor No. 2488, dated November 9, 2012, last revised December 5, 2012.

Rebecca Keaton

Rebecca Keaton
Clerk of Superior Court Cobb Cty. Ga.

_____(Space Above This Line for Recording Data)_____

Return Recorded Document to:

2 Randal Akers, P.C.
P. O. Box 156
Kennesaw, Georgia 30156

WARRANTY DEED

STATE OF GEORGIA COUNTY OF COBB

THIS INDENTURE, made the 1st day of September, in the year two thousand seventeen between

DALE F. BURRELL and JUDITH BURRELL

of the County of Cobb and State of Georgia, as party or parties of the first part, hereinafter, called Grantor, and

SYNTHETIC STUCCO SYSTEMS, INC.

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 DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS 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,

See EXHIBIT "A" attached hereto and incorporated herein for a complete legal description

THIS CONVEYANCE is made subject to all zoning ordinances, easements and restriction of record affecting said bargained premises.

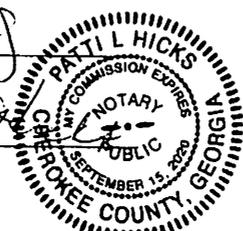
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

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 whomever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

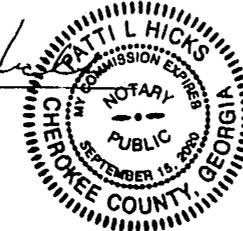
Signed, sealed and delivered in the presence of:

Witness *Patti L Hicks*
Patti L Hicks
Notary Public



Dale F Burrell (SEAL)
DALE F. BURRELL

Witness *Patti L Hicks*
Patti L Hicks
Notary Public



Judith Burrell (SEAL)
JUDITH BURRELL

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 167 OF THE 20TH DISTRICT AND 2ND SECTION OF COBB COUNTY, GEORGIA, AND IN THE CITY OF KENNESAW, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN ON THE SOUTHWEST SIDE OF SUMMERS STREET AT THE NORTHEAST CORNER OF THE L. E. RUTLEDGE PROPERTY, WHICH SAID IRON PIN IS LOCATED 192.5 FEET NORTHWESTERLY OF THE NORTHWEST INTERSECTION FORMED BY SUMMERS STREET AND DUE WEST DRIVE, (FORMERLY KNOWN AS POWDER SPRINGS STREET); RUNNING THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY SIDE OF SUMMERS STREET 100 FEET TO AN IRON PIN; THENCE SOUTHWESTERLY 188 FEET TO AN IRON PIN; THENCE SOUTHEASTERLY 100 FEET TO AN IRON PIN; THENCE NORTHEASTERLY 188 FEET TO THE SOUTHWESTERLY SIDE OF SUMMERS STREET AND THE POINT OF BEGINNING.