



CONDITIONAL USE PERMIT APPLICATION

RECEIVED

JAN 11 2019

CITY OF SNELLVILLE
PLANNING & DEVELOPMENT
DATE RECEIVED

Snellville Planning & Development Department

2342 Oak Road

Snellville, GA 30078

Phone 770.985.3514

Fax 770.985.3551

www.snellville.org

2018 SCENIC HWY #1900029
CONDITIONAL USE PERMIT #19-01
PARCEL- 5040A009
VALVOLINE INSTANT OIL CHANGE

Applicant is: (check one)
 Owner's Agent
 Contract Purchaser
 Property Owner Developer

Owner (if not the applicant): check here if there are additional property owners and attach additional sheets.

Valvoline Instant Oil Change
Name (please print)

Montag Enterprises Inc II
Name (please print)

100 Valvoline Way
Address

2018 Scenic Hwy
Address

Lexington KY 40509
City, State, Zip Code

Snellville, GA 30078
City, State, Zip Code

972-202-6674
Phone Number(s) Fax

Mark Montag 404.630.6832
Phone Number(s) Fax

Contact Person: Chris Duley Phone: 859.357.2073 Fax: _____

Cell Phone: 937.522.5305 E-mail: christopher.duley@valvoline.com

Present Zoning Classification(s): General Business Present Land Use Classification(s): Auto Commercial

Property Address/Location: 2018 Scenic Hwy District 5 Land Lot 40 Parcel(s) 5040A009

Applicants must submit a Conditional Use Permit application (and Land Use Plan Amendment and/or Zoning Map Amendment application, if required) for the following permitted uses (check one):

- Automotive Body Repair Shops (HSB District Only)
- Automotive Parts Store (with or without lubrication or tune-up centers) (BG and HSB Districts)
- Automotive Repair Shops including major engine repair (transmission, radiator repair and engine overhauls) (HSB District Only)
- Automotive and Motorcycle Sales and Rental Establishments and associated service facilities (BG and HSB Districts)
- Automotive Service Stations or Tire Stores (including lubrication, tune-up, battery replacement, brake repair centers) (BG District Only)
- Banks and Savings & Loan Institutions (OP District Only)
- Beauty and Barber Shops, including Manicurists (OP District Only)
- Boat Sales Establishments and associated service facilities (HSB District Only)
- Building Supply Centers with screened outdoor storage (BG and HSB Districts)
- Camper and Recreational Vehicle Sales and Rental Establishments and associated service facilities (HSB District Only)
- Cell Towers (new) and Telecommunications Antennas and Towers (new) (All Zoning Districts)
- Cemetery (All Residential Districts)
- Churches and related religious uses (All Residential Districts, BG and HSB Districts Only)
- Community Living Arrangement (RS-180 or RS-150 District)
- Commercial Recreational Enterprises (All Residential Districts; BG and HSB Districts)
- Contractor's Office with outdoor storage of equipment or materials (HSB District Only)
- Day Care Centers, provided that State day care requirements and health regulations are met (OP District Only)
- Drug Stores and Pharmacies accessed through and associated with medical clinics, doctors' offices, or dental offices (OP District Only)
- Emissions Inspections Stations (BG District Only)
- Equipment Rental, Sales, or Service Establishments with outdoor storage of equipment (HSB District Only)
- Family Personal Care Home (RS-180 or RS-150 District)
- Gas (Fuel) Stations (BG and HSB Districts)
- Group Home (RS-180 or RS-150 District)
- Historical Event Venue (All Residential Districts)
- Lawnmower Sales and Repair Shops (BG and HSB Districts)
- Machine and/or Welding Shops (BG District Only)
- Mini-Warehouse Storage Facilities (HSB District Only)
- Parking Lots and Parking Structures (OP District Only)
- Pawn Shops and Pawn Brokers, Title Pawn Shops, and Check Cashing Businesses (BG District Only)

- Plumbing, Electrical, Pool, and Homebuilding Supply Showrooms and Sales Centers with outdoor storage (HSB District Only)
- Psychics and Fortuntellers (BG District Only)
- Public, Private and Parochial Schools (All Residential Districts)
- Railroad through and spur tracks (All Residential Districts; OP, BN, BG, and HSB Districts)
- Tattoo and or Body Piercing Establishments (BG District Only)
- Taxicab or Limousine Services (BG and HSB Districts)
- Utility Substation (All Residential Districts; OP, BN, BG, and HSB Districts)

At a minimum, the following items are required with submittal of all CUP applications. Incomplete applications will not be accepted.

- √ Pre-submittal appointment shall be requested and completed a minimum of five (5) business days prior to Application deadline to ensure application is complete, accurate, and includes all required attachments/exhibits and required signatures;
- √ Payment of the appropriate application and public notice sign fees. Make checks payable to *City of Snellville*;
- √ Letter of Intent explaining the request for a Conditional Use Permit and what is proposed;
- √ The names, addresses, and original signatures of the owners of the subject parcel(s) and their agents, if any;
- √ The present zoning district and land use plan classification for the subject parcel(s);
- √ Analysis of impact of the proposed Conditional Use Permit pursuant to Section 15.2(3)(e) of Snellville Zoning Ordinance. (Attachment A);
- √ Applicant's and/or Owner's Certification (Attachment B);
- √ Conflict of Interest Certification and Disclosure of Campaign Contributions (Attachment C and D);
- √ A current legal description of the parcel(s) proposed for a Conditional Use Permit;
- √ Verification from county Tax Assessor that all property taxes have been paid and account is current (for all parcels subject to this application). Applicant to obtain confirmation of taxes paid using original Verification Sheet (attached);
- √ A Certificate of Title or Warranty Deed (for all parcels subject to this application);
- √ Map indicating the subject parcel(s) and the adjoining parcel(s), identified by property owner(s) name and tax parcel number;
- √ Ten (10) copies and one (1) original of the proposed Site and Concept Plan, and one (1) 11" x 17" (or smaller) reduction of the plan, drawn to scale, showing: (a) north arrow; (b) district, land lot(s) and parcel number(s); (c) the dimensions with bearing and distance; (d) acreage; (e) location of the tract(s), (f) the present zoning and land use classification of all adjacent parcels, (g) the proposed location of structures, driveways, parking and loading areas; (h) and the location and extent of required buffer areas. Site and Concept Plan shall be prepared by an architect, engineer, landscape architect, or land surveyor whose Georgia state registration is current and valid. Site plan must be stamped and sealed by one of the four above-mentioned professionals no more than six (6) months prior to the date of submittal;
- √ Additional information in narrative form, or depicted on the site plan, demonstrating how all provisions regarding the conditional use as listed in the Zoning Ordinance will be complied with;
- √ Ten (10) stapled or bound copies of the Conditional Use Permit application, Architectural building renderings and all supporting documents, in addition to one (1) unbound application (original) bearing original signatures. All documents must be folded to 8-1/2 x 11"; and
- √ A CD-ROM containing a digital file of: (a) site plan in .pdf and .dwg file formats, (b) legal description(s) in .pdf file format, and (c) completed and signed Conditional Use Permit application (and all supporting documents) in .pdf file format;

The following uses must comply with additional regulations, which is in-addition to the general submittal requirements above:

- Automotive Body Repair Shops – Site and Concept Plan shall include the location of a six-foot (6') high opaque fence. Provide picture(s) of proposed fencing.
- Automotive Repair Shops including major engine repair (transmission, radiator repair and engine overhauls) – Site and Concept Plan shall include the location of a six-foot (6') high opaque fence. Provide picture(s) of proposed fencing.
- Automotive and Motorcycle Sales and Rental Establishments and associated service facilities (include on Site & Concept Plan):

	Complies (check one)
a) The property for said use shall not be less than two (2) acres in area;	<input type="checkbox"/> Yes <input type="checkbox"/> No
b) The property shall have a minimum road frontage of two-hundred (200) feet;	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) One thousand (1,000) linear feet of separation exists between said business and any other automotive and motorcycle sales business;	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Include the following statement on the Site & Concept Plan, "All vehicles on the sales lots are to be in operating condition at all times";	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Include the following statement on the Site & Concept Plan, "All vehicle inventory stored/parked/displayed outside must be on paved parking surfaces only and shall not be stored/parked/displayed in landscaped areas or elevated by use of a ramp, post or other device higher than five-feet (5') above grade";	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) Include the following statement on the Site & Concept Plan, "Showrooms and/or service bays that keep new/used/service vehicles within building structures, must meet all applicable Federal, State, County, and local building and life-safety codes (at the time of application for an Occupation tax Certificate) regarding the storage of hazardous materials";	<input type="checkbox"/> Yes <input type="checkbox"/> No

NOTE: Internet automobile/motorcycle sales where there is no temporary or permanent storage, parking, delivery, or display of inventory may submit an Administrative Variance application in lieu of a Conditional Use Permit application for administrative review and approval.

- Building Supply Centers with outdoor lumber yards or storage areas - Site and Concept Plan shall include the location of a six-foot (6') high opaque fence. Provide picture(s) of proposed fencing.
- Cell Towers (new) and Telecommunications Antennas and Towers (new): See Attachment B

- Cemeteries (new): Complies (check one)
- a) All new cemeteries shall front on a street having a minimum road classification of "major collector", for a distance of at least one-hundred feet (100'); Yes No
 - b) New cemeteries shall have a minimum lot size shall be two (2) acres; Yes No
 - c) A landscape buffer having a width of ten-feet (10') shall be installed along all side and rear lot lines and shall have a fence of a type specified in the City of Snellville Architectural Design Standards. Show on Site Plan and provide pictures of proposed fencing. Yes No
- Churches and related religious uses: Complies (check one)
- a) All such facilities shall front on a street having a minimum road classification of "major collector", for a distance of at least one-hundred feet (100'); Yes No
 - b) The minimum lot size shall be one (1) acre; Yes No
 - c) The maximum lot size shall be three (3) acres; Yes No
 - d) All buildings shall be set back at least fifty-feet (50') from the front property line, forty-feet (40') from the rear property line, and twenty-feet (20') from the side property lines (thirty-five feet) (35') on the street side if a corner lot; and Yes No
 - e) A densely planted buffer, no less than six feet (6') in height, having a minimum width of ten-feet (10') shall be installed along all side and rear property lines which abut Residential Land Use. Show on Site Plan. Yes No
- Community Living Arrangement: Complies (check one)
- a) Minimum one (1) acre lot size; Yes No
 - b) Licensed by the Department of Human Resources of the State of Georgia as a Community Living Arrangement; Yes No
 - c) The community living arrangement shall apply for and receive an occupation tax certificate/business license from the City of Snellville prior to operation; Yes No
 - d) May be granted for the care of up to 6 adults, aged 18 years or older; and Yes No
 - e) Approved by the Gwinnett County Department of Environmental Health for properties having an on-site sewage management (septic) system. Yes No
- Contractor's Office with outdoor storage of equipment or materials – Site and Concept Plan shall include the location of a six-foot (6') high opaque fence. Provide picture(s) of proposed fencing.
- Drug Stores and Pharmacies: Complies (check one)
- a) Accessed through and associated with medical clinics, doctors' offices, or dental offices; and Yes No
 - b) Provide floor plan showing office space and public and private access areas. Yes No
- Family Personal Care Home: Complies (check one)
- a) Minimum one (1) acre lot size; Yes No
 - b) Licensed by the Department of Human Resources of the State of Georgia as a Community Living Arrangement; Yes No
 - c) The community living arrangement shall apply for and receive an occupation tax certificate/business license from the City of Snellville prior to operation; Yes No
 - d) May be granted for the care of up to 6 adults, aged 18 years or older; and Yes No
 - e) Approved by the Gwinnett County Department of Environmental Health for properties having an on-site sewage management (septic) system. Yes No
 - f) The dwelling unit must be the primary and legal place of residence for the owner of the family personal care home. Owner of the family personal care home is defined as an individual, not a partnership or corporation, that has sole Ownership of 51% or more of the stock, assets, or value of the family personal care home business. Yes No
 - g) Operation of the family personal care home is subject to the regulations or Article XVIII, Home Occupations and Businesses of the City of Snellville Zoning Ordinance. Yes No
- Gas (Fuel) Stations: Complies (check one)
- a) Fuel pumps shall not be closer than thirty-feet (30') from right-of-way. Show on Site Plan; Yes No
 - b) Fuel pumps and gas storage tanks shall be setback at least one-hundred feet (100') from any residential zoning district; Show on Site Plan; Yes No
 - c) Canopy design shall conform to the specifications indicated in Architectural Design Standards. Provide examples. Yes No
- Group Home: Complies (check one)
- a) Minimum one (1) acre lot size; Yes No
 - b) Licensed by the Department of Human Resources of the State of Georgia as a Child Care Institution; Yes No
 - c) The group home shall apply for and receive an occupation tax certificate/business license from the City of Snellville prior to operation; Yes No
 - d) May be granted for 6 or more children or child care institution for medically fragile children (1-12 children) that provides full-time group home care for children through 18 years of age outside their own home; Yes No
 - e) Approved by the Gwinnett County Department of Environmental Health for properties having an on-site sewage management (septic) system. Yes No
 - f) Dwelling and premises shall maintain residential in character. Yes No

- Historical Event Venue: Complies (check one)
- a) Principal building must have been built at least 50 years prior to the Conditional Use Permit application, and the principal building must maintain historical significance based upon criteria used for The National Register of Historic Places; provided however, that failure to be listed by The National Register of Historic Places shall not disqualify such a building for consideration by the City of Snellville for designation as an Historic Event Venue; Yes No
- b) In addition to all principal permitted uses and permitted accessory uses, any such venue facility shall only be used for the following commercial uses – weddings, private parties, business lunches, receptions, showers, and events of similar characteristics; Yes No
- c) The minimum lot size shall be one (1) acre. Show on Site Plan; Yes No
- d) The minimum size of the principal building shall be 1,800 square feet. Show on Site Plan; and Yes No
- e) A buffer shall be planted along all side and rear property lines, having a minimum width of ten-feet (10'), when abutting residentially zoned properties. Show on Site Plan. Yes No
- Pawn Shops and Pawn Brokers, Title Pawn Shops, and Check Cashing Businesses: Complies (check one)
- a) No pawnshop/broker, title pawn shop or check cashing business shall be licensed or operated within one-thousand feet (1,000') of any residential zoning district, public or private school or college, church or other place of worship, library, daycare facility, public park or playground, massage establishment, tattoo and/or body piercing establishment, and existing pawnshop, title pawnshop, check cashing or adult establishment. Provide distance survey by GA Registered Land Surveyor; Yes No
- Plumbing, electrical, pool and homebuilding supply showrooms and sales centers with outdoor storage – Site and Concept Plan shall include the location of a six-foot (6') high opaque fence. Provide picture(s) of proposed fencing.
- Psychics and Fortuntellers: Complies (check one)
- a) No psychic or futuneteller shall be licensed or operated within two-thousand feet (2,000') of any residential zoning district, public or private school or college, church or other place of worship, library, daycare facility, public park or playground, massage establishment, adult entertainment establishment, tattoo and/or body piercing establishment, and any other existing psychic and fortunetelling business. Provide distance survey by GA Registered Land Surveyor; Yes No
- Public, Private and Parochial schools: Complies (check one)
- a) A minimum site of five (5) acres is provided; Yes No
- b) The site shall front on a street having a minimum road classification of "major collector", for a distance of at least one-hundred-feet (100'); Yes No
- c) A buffer is provided along all side and rear property lines having a minimum width of ten-feet (10'). Show on Site Plan; Yes No
- Railroad through and spur tracks: Complies (check one)
- a) No sidings or terminal facilities shall be provided; Yes No
- b) No service, repair or administrative facilities shall be provided. Yes No
- Tattoo and or Body Piercing Establishments: Complies (check one)
- a) No tattoo and/or body piercing establishment shall be licensed or operated within two-thousand feet (2,000') of any residential zoning district, public or private school or college, church or other place of worship, library, daycare facility, public park or playground, massage establishment, adult entertainment establishment, or any other existing tattoo and/or body piercing establishment. Provide distance survey by GA Registered Land Surveyor; Yes No
- Utility Substation: Complies (check one)
- a) Documentation is presented by the utility company depicting the need for such substation in a residential locale; Yes No
- b) Any substation shall conform with all setback and space limits of the zoning district in which they are located; Yes No
- c) Substations shall be enclosed by an opaque fence other than a cyclone type, and shall be appropriately landscaped; Yes No
- d) A buffer shall be planted along all side and rear property lines, having a minimum width of ten-feet (10'). Yes No

Pursuant to Section 15.2(3)(e) of the Snellville Zoning Ordinance, a written, documented analysis of the impact of the proposed Conditional Use Permit with respect to each of the following matters shall be included. Please respond to the following standards in the space provided or attach additional sheets if necessary. **Simple yes/no answers or re-statement of the questions is not acceptable.**

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby properties.

Response: The existing and proposed use of the lot are both automotive related. Therefore, the buildings and views are very similar. The current building on the lot contains bay doors facing Scenic Hwy with cars traveling around the lot to enter. The Valvoline will also have bay doors with cars traveling around the lot. However, the building will be new and set back further from the road, improving the view.

2. Whether the zoning proposal would adversely affect the existing use or usability of adjacent or nearby property.

Response: The existing and proposed use of the lot are both automotive related. Therefore, the existing use or ability of the adjacent or nearby should not change with the same existing and proposed use.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

Response: Valvoline is an established oil change facility with locations in 46 states and owns and operates 440+ stores. The proposed Valvoline will provide a positive impact to the economical use of the site.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools.

Response: Valvoline is a low traffic volume generator with an average 2 employees per pay per shift. Therefore, provides minimal contribution to congestion to existing streets, transportation, utilities or schools.

5. Whether the zoning proposal is in conformity with the policy and intent of the Land Use Plan.

Response: The current lot is being used for a similar auto use and can be considered general business, conforming with the Land Use Plan.

6. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

Response: Valvoline is requesting a variance for the existing 30' required back buffer from the adjacent residential lot. The existing 30' landscape buffer was a variance for the 60' landscape buffer required by code and approved by Snellville's Mayor and Council on 1-27-2003.

CELL TOWERS

Check here if section is NOT APPLICABLE

Article XIX of the Snellville Zoning Ordinance should be reviewed by the applicant in its entirety and the following shall be formally addressed in writing. Check here and attach additional sheets if necessary.

1) Section 19.4 (B) Inventory of Existing Sites and towers, that are either within the City of Snellville or within three miles of the border thereof, including specific information about the location, height, and design of each tower: _____

2) Section 19.5 (C) Factors Considered in Granting Conditional Use Permits:

A) Height of Proposed Tower: _____ (ft) _____ (meters)

B) Proximity of the tower to residential structures and residential district boundaries:

C) Nature of uses on adjacent and nearby properties:

D) Surrounding topography:

E) Surrounding tree coverage and foliage:

F) Design of the tower, with particular reference to design characteristics that have the effect of reducing or eliminating visual obtrusiveness:

G) Availability of suitable existing towers and other structures as discussed in Section 19.5 (D) of the Snellville Zoning Ordinance:

CERTIFICATIONS

In the event an owner's agent or contract purchaser is filing this application, both of the certifications below must be completed. If the owner is filing the application, only the Owner's Certification must be completed.

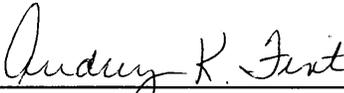
APPLICANT'S CERTIFICATION

The undersigned below, or as attached, is authorized to make this application. The undersigned is aware that, should this request be denied by City Council, no application affecting any portion of the same property shall be submitted less than six months from the date of denial.

 12/13/18
Signature of Applicant Date

CHRIS DULEY MANAGER PRE-CONSTRUCTION VIOL
Type or Print Name and Title

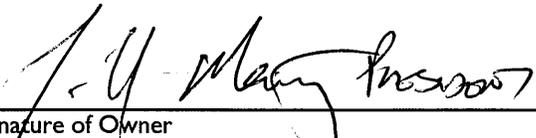
Notary Seal

 12-13-18
Signature of Notary Public Date
Expiration 11-7-20
ID# 566653

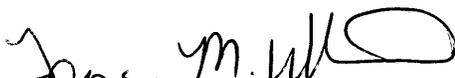
OWNER'S CERTIFICATION

The undersigned below, or as attached, is the owner of the property considered in this application. The undersigned is aware that, should this request be denied by City Council, no application affecting any portion of the same property shall be submitted less than six months from the date of denial.

Check here if there are additional property owners and attach additional "Owner's Certification" sheets.

 12/17/18
Signature of Owner Date

J. Y. MONTAL PRESIDENT
Type or Print Name and Title

 12/17/18
Signature of Notary Public Date



BK42145PG0050

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

05 MAR 29 PM 4:11

TOM LAWLER, CLERK

303307

Please return to:
Kiser & Green
109 Lee Byrd Road
Loganville, GA 30052
770-554-2480

067-2005-01268
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ None
TOM LAWLER CLERK OF
SUPERIOR COURT

STATE OF GEORGIA
COUNTY OF GWINNETT

QUITCLAIM DEED

THIS INDENTURE, made on the 20th day of January, 2005, between.

MONTAG ENTERPRISES, INC.
a Georgia corporation

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

MONTAG ENTERPRISES, INC. II
a Georgia corporation

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 NO/100 AND OTHER GOOD AND VALUABLE CONSIDERATION ----- (\$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, and conveyed, and by these presents does hereby bargain, sell, remise, release, and forever quit-claim unto Grantee all the right, title, interest, claim or demand which the said Grantor has, or may have had, in and to the following described property, to-wit:

SEE ATTACHED EXHIBIT "A".

with all the rights, members and appurtenances to the said described premises in anywise appertaining to or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under Grantor shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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:

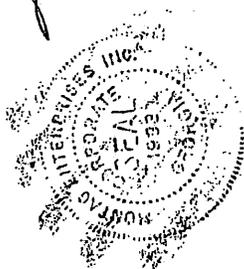
MONTAG ENTERPRISES, INC.

Witness

BY: [Signature] (SEAL)
JEFF MONTAG, President

[Signature]
Notary Public, My Commission Expires: _____

[Notary Seal]



046622

12



CHICAGO TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Fidelity National Title Insurance Company
Tom Solomon - Tom.Solomon@fnf.com
4111 Executive Parkway, Suite 304
Westerville, OH 43081
Direct: 614-818-4813 Office: 614-865-1562

Issuing Office File Number: GLW1800687
Order No.: 65799.02
Property Address:
Version Number: 01 Created: August 20, 2018

Chicago Title Insurance Company
SCHEDULE A
COMMITMENT FOR TITLE INSURANCE

- 1. Commitment Date: July 15, 2018 at 5:00 P.M
2. Policy or Policies to be issued:
A. 2006 ALTA Owners Policy
Proposed Insured: VALVOLINE
Amount of Insurance: 100,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple,
4. Title to the estate or interest in the Land is at the Commitment Date vested in:
MONTAG ENTERPRISES, INC. II, a Georgia corporation by virtue of a Quitclaim Deed recorded in
Deed Book 42145, page 50, Gwinnett County, Georgia records.
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

CHICAGO TITLE INSURANCE COMPANY

BY: [Signature]
Authorized Signatory

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





SCHEDULE B, PART I
REQUIREMENTS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

The following are requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
a) Execution and delivery of a Memorandum of Lease creating a leasehold estate for years in the subject property by and between MONTAG ENTERPRISES, INC. II and VALVOLINE and the recording of a Lease Agreement pursuant to proper authority.

Note: In connection with establishing proper authority, the Company must be provided the following:

- i) Resolution of the board of directors, managing member(s) or general partner, as applicable, of the grantor authorizing the sale of the subject property;
ii) A copy of the partnership agreement or operating agreement, as applicable, of the grantor;
iii) Incumbency Certificate setting forth the names and signatures of the officers of the corporation authorized to execute documents in connection with the sale of the subject property;
iv) A Certificate of Good Standing issued by the Secretary of State of the jurisdiction in which the grantor is formed;
v) Any further documentation required by the Company upon review of the above referenced documentation submitted by the grantor.
5. If any party to the transaction is an artificial person, proof satisfactory to the Company that it is legally formed, in existence and in good standing, that the transaction has been duly authorized and that the persons who will execute the documents have been authorized to do so.
6. Payment of all taxes and assessments assessed against the Land which are due and payable, to wit: shown as "to be paid", if any, on the Tax Information chart shown at the end of this Section.
7. Payment of all charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Land in located has a lien.

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





**SCHEDULE B SECTION I
Requirements continued**

NOTE: Water bill payment cannot be satisfied solely by the production of an affidavit from the seller or borrower, but requires separate verification with the appropriate county, municipality and/or service providers.

- 8. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Exceptions set forth on Schedule B, Part II:
 - a) As to Exception Numbers 3 and 4: Receipt of a current accurate survey and surveyor’s inspection report on the Land
 - b) As to Exception Number 5: Receipt of satisfactory proof in affidavit form establishing who is in possession of the Land, and under what right.
 - c) As to Exception Number 6: (i) Satisfactory proof that improvements and/or repairs or alterations to the Land are completed; that contractors, subcontractors, laborers and materialmen are paid in full at the agreed price or (ii) if the loan is a construction loan, satisfactory proof that no work has begun, no materials delivered, no tools or equipment furnished and no services rendered on or with respect to the Land.
 - d) As to Exception Numbers 2 and 7: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against the Land, which are due and payable, together with an affidavit from the owner of the Land as of the date of the insured instrument, stating that all taxes, charges, assessments, levied and assessed against the Land which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.
- 9. The Commercial Real Estate Broker Lien Act applies to a sale, lease, option, or other transfer of commercial real estate; therefore, disclosure from the Seller and Buyer (Lessor and Lessee), in affidavit form stating (1) whether or not Broker’s services have been engaged with regard to the management, sale, purchase, lease, option or other conveyance of any interest in the subject commercial real estate, and (2) whether or not a notice of lien for any such services has been received. Where the possibility of a right to file a Broker’s lien exists, satisfaction (waiver, estoppel statement and payment) of such lien right must occur prior to or at closing. If not so satisfied, an exception to any such right to a Broker’s lien will appear in Schedule B of the Policy.
- 10. Endorsements, if any, to be issued in connection with the proposed policy, are subject to the underwriting requirements of the Company.

Jurisdiction	Year	Parcel/Bill No.	Amount	Status
Gwinnett County	2018	R5040A 009*	\$12,873.05	To be paid by 10/15/18

NOTE: Fidelity wiring instructions for this file can be accessed by [CLICKING HERE](#).

END OF SCHEDULE B, PART I

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association. ALTA Commitment for Title Insurance (08/01/2016)



**SCHEDULE B, PART II
EXCEPTIONS**

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I, Requirements are met.
2. All taxes for the year 2018, and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Commitment Date.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes or special assessments which are not shown as existing liens by the Public Records.
8. The policy does not insure the exact amount of acreage contained within the Land.
9. All matters shown on recorded plats filed October 15, 1965 in Plat Book N, page 111 and filed April 8, 1968 in Plat Book O, page 221, Gwinnett County, Georgia records.
10. Easement contained in Right of Way Deed from David L. Johnson and Janice M. Johnson to The Department of Transportation, dated April 17, 1987, filed August 5, 1987, recorded in Deed Book 4467, page 81, aforesaid records.
11. Stormwater BMP Maintenance Agreement from Montag Enterprises, Inc. to The City of Snellville, dated October 30, 2003, filed November 10, 2003, recorded in Deed Book 35925, page 126, aforesaid records.
12. Georgia Security Deed and Security Agreement from Montag Enterprises, Inc. to Main Street Bank, dated February 19, 2004, filed March 15, 2004, recorded in Deed Book 37406, page 26, in the amount of \$603,000.00, aforesaid records.

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II
EXCEPTIONS
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

- 13. Assignment of Revenues from Montag Enterprises, Inc. to Main Street Bank, dated February 19, 2004, filed March 15, 2004, recorded in Deed Book 37406, page 37, aforesaid records.
14. Georgia Security Deed and Security Agreement from Montag Enterprises, Inc. to Main Street Bank, dated February 19, 2004, filed March 15, 2004, recorded in Deed Book 37406, page 58, in the amount of \$284,000.00, aforesaid records.
15. Assignment of Revenues from Montag Enterprises, Inc. to Main Street Bank, dated February 19, 2004, filed March 15, 2004, recorded in Deed Book 37406, page 69, aforesaid records.
16. UCC Financing Statement No. 67-2004-11261 from Montag Enterprises, Inc., as debtor, to Main Street Bank, as secured party, filed November 12, 2004; as continued by UCC Financing Statement No. 67-2009-7265, filed October 1, 2009; as further continued by UCC Financing Statement No. 67-2014-6360, filed September 17, 2014, aforesaid records.

AS A MATTER OF INFORMATION:

Note: O.C.G.A. § 15-6-61(a)(10) requires a three inch (3”) margin for the Clerk’s use only at the top of the first page of all deeds and other documents to be recorded.

Note: O.C.G.A. § 48-7-128 et seq. requires a purchaser to withhold three percent (3%) of the purchase price or consideration paid if the seller or transferor is a non-resident of the State of Georgia. The purchaser’s agent or the settlement agent must determine if the seller is a non-resident of the State of Georgia under said statute and subject to withholding. The Georgia Department of Revenue has prescribed forms to be used to determine if withholding is required and to submit the withheld funds to the department.

Note: This title insurance commitment does not provide personal property tax information, if any. However, if you need this information, we can provide a Personal Property Tax Certification Letter as a separate service.

Note: UCC Financing Statements filed affecting only personal property are not reflected in this title commitment. However, if you need this information, we can provide a UCC Certification Letter for any names/entities as requested, as a separate service.

END OF SCHEDULE B, PART II

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.





EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 40 of the 5th' District, City of Snellville. Gwinnett County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at the point formed by the intersection of the southerly right-of-way line of Dogwood Drive and the easterly right- of-way line of Georgia Highway 124; thence in a southwesterly direction along the aforesaid right-of-way line of Georgia Highway 124, and following the curvature thereof, a distance of 28.91 feet to a concrete monument located on the aforesaid right-of-way line and being THE TRUE POINT OF BEGINNING; from the True Point of Beginning thus established thence North 62 degrees 21 minutes 08 seconds East a distance of 55.01 feet to a concrete monument located on the southerly right-of-way line of Dogwood Drive, continuing thence along the aforesaid right-of-way line South 86 degrees 34 minutes 03 seconds East a distance of 50.16 feet to a point on the aforesaid right-of-way line; continuing thence South 73 degrees 13 minutes 04 seconds East a distance of 42.82 feet to a point located on the aforesaid right-of-way line; continuing thence South 65 degrees 49 minutes 32 seconds East a distance of 28.44 feet to a point located on the aforesaid right-of-way line; continuing thence South 53 degrees 42 minutes 55 seconds East a distance of 36.01 feet to an iron pin found on the aforesaid right-of-way line; thence leaving the aforesaid right-of-way line and running South 14 degrees 23 minutes 13 seconds West a distance of 143.82 feet to an iron pin found; thence North 72 degrees 17 minutes 30 seconds West a distance of 194.62 feet to a point located on the easterly right- of-way line of Georgia Highway 124; continuing thence along the aforesaid right-of-way-line North 18 degrees 50 minutes 44 seconds East a distance of 3.70 feet to a concrete monument located on the aforesaid right-of-way line; continuing thence North 14 degrees 12 minutes 29 seconds East a distance of 102.54 feet to THE TRUE POINT OF BEGINNING, being improved real property shown on that certain survey for Montag Enterprises, Inc., Main Street Bank, and Chicago Title Insurance Company, Inc., prepared and certified by Matthew V. Ingram, Georgia Registered Land Surveyor No. 2288, of M.V, Ingram Enterprises, Inc., dated April 16, 1993, and last revised January 14, 2002, which survey is incorporated herein by this reference.

The foregoing property being one and the same as conveyed by Warranty Deed from Tackyy Enterprises, Ltd. to Tackyy Realty Group, L.P., dated December 31, 1993, recorded in Deed Book 9831, Page 143, Gwinnett County, Georgia Records.

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within **180 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment (6-17-06)

- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
 - (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
 - (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
 - (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment (6-17-06)

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only part of a 2016 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.



Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

ALTA Commitment (6-17-06)

BK42145PG0051

EXHIBIT "A"

2018 Scenic Highway, Snellville, Georgia

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 40 of the 5th District, City of Snellville, Gwinnett County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at the point formed by the intersection of the southerly right-of-way line of Dogwood Drive and the easterly right-of-way line of Georgia Highway 124; thence in a southwesterly direction along the aforesaid right-of-way line of Georgia Highway 124, and following the curvature thereof, a distance of 28.91 feet to a concrete monument located on the aforesaid right-of-way line and being THE TRUE POINT OF BEGINNING; from the True Point of Beginning thus established thence North 62 degrees 21 minutes 08 seconds East a distance of 55.01 feet to a concrete monument located on the southerly right-of-way line of Dogwood Drive; continuing thence along the aforesaid right-of-way line South 86 degrees 34 minutes 03 seconds East a distance of 50.16 feet to a point on the aforesaid right-of-way line; continuing thence South 73 degrees 13 minutes 04 seconds East a distance of 42.82 feet to a point located on the aforesaid right-of-way line; continuing thence South 65 degrees 49 minutes 32 seconds East a distance of 28.44 feet to a point located on the aforesaid right-of-way line; continuing thence South 53 degrees 42 minutes 55 seconds East a distance of 36.01 feet to an iron pin found on the aforesaid right-of-way line; thence leaving the aforesaid right-of-way line and running South 14 degrees 23 minutes 13 seconds West a distance of 143.82 feet to an iron pin found; thence North 72 degrees 17 minutes 30 seconds West a distance of 194.62 feet to a point located on the easterly right-of-way line of Georgia Highway 124; continuing thence along the aforesaid right-of-way line North 18 degrees 50 minutes 44 seconds East a distance of 3.70 feet to a concrete monument located on the aforesaid right-of-way line; continuing thence North 14 degrees 12 minutes 29 seconds East a distance of 102.54 feet to THE TRUE POINT OF BEGINNING; being improved real property shown on that certain survey for Montag Enterprises, Inc., Main Street Bank, and Chicago Title Insurance Company, Inc., prepared and certified by Matthew V. Ingram, Georgia Registered Land Surveyor No. 2288, of M.V. Ingram Enterprises, Inc., dated April 16, 1993, and last revised January 14, 2002, which survey is incorporated herein by this reference.

The foregoing property being one and the same as conveyed by Warranty Deed from Tackyy Enterprises, Ltd. to Tackyy Realty Group, L.P., dated December 31, 1993, recorded in Deed Book 9831, Page 143, Gwinnett County, Georgia Records.

ATLANTA 292440v1

RECORD DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 40 of the 5th' District, City of Snellville, Gwinnett County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING commence at the point formed by the intersection of the southerly right-of-way line of Dogwood Drive and the easterly right-of-way line of Georgia Highway 124; thence in a southwesterly direction along the aforesaid right-of-way line of Georgia Highway 124, and following the curvature thereof, a distance of 28.91 feet to a concrete monument located on the aforesaid right-of-way line and being THE TRUE POINT OF BEGINNING; from the True Point of Beginning thus established thence North 62 degrees 21 minutes 08 seconds East a distance of 55.01 feet to a concrete monument located on the southerly right-of-way line of Dogwood Drive, continuing thence along the aforesaid right-of-way line South 86 degrees 34 minutes 03 seconds East a distance of 50.16 feet to a point on the aforesaid right-of-way line; continuing thence South 73 degrees 13 minutes 04 seconds East a distance of 42.82 feet to a point located on the aforesaid right-of-way line; continuing thence South 65 degrees 49 minutes 32 seconds East a distance of 28.44 feet to a point located on the aforesaid right-of-way line; continuing thence South 53 degrees 42 minutes 55 seconds East a distance of 36.01 feet to an iron pin found on the aforesaid right-of-way line; thence leaving the aforesaid right-of-way line and running South 14 degrees 23 minutes 13 seconds West a distance of 143.82 feet to an iron pin found; thence North 72 degrees 17 minutes 30 seconds West a distance of 194.62 feet to a point located on the easterly right-of-way line of Georgia Highway 124; continuing thence along the aforesaid right-of-way line North 18 degrees 50 minutes 44 seconds East a distance of 3.70 feet to a concrete monument located on the aforesaid right-of-way line; continuing thence North 14 degrees 12 minutes 29 seconds East a distance of 102.54 feet to THE TRUE POINT OF BEGINNING, being improved real property shown on that certain survey for Montag Enterprises, Inc., Main Street Bank, and Chicago Title Insurance Company, Inc., prepared and certified by Matthew V. Ingram, Georgia Registered Land Surveyor No. 2288, of M.V. Ingram Enterprises, Inc., dated April 16, 1993, and last revised January 14, 2002, which survey is incorporated herein by this reference.

The foregoing property being one and the same as conveyed by Warranty Deed from Tackyy Enterprises, Ltd. to Tackyy Realty Group, L.P., dated December 31, 1993, recorded in Deed Book 9831, Page 143, Gwinnett County, Georgia Records.

** THE ABOVE DESCRIBED IS THE SAME PROPERTY AS INSURED IN THE TITLE COMMITMENT.

Chicago Title Insurance Company
File Number: GLW1800687
Order No.: 65799-02
Commitment Date: July 15, 2018 at 5:00 PM



CITY OF SNELLVILLE
 Department of Planning & Development
 2342 Oak Road, 2nd Floor
 Snellville, GA 30078
 Phone 770.985.3514 Fax 770.985.3551

APPLICANT - PLEASE HAND DELIVER THIS VERIFICATION SHEET TO THE GWINNETT COUNTY TAX ASSESSORS OFFICE (SEE ADDRESS AND PHONE NUMBER BELOW) TO OBTAIN WRITTEN CONFIRMATION THAT REAL PROPERTY TAXES HAVE BEEN PAID-IN-FULL AND PROPERTY TAX ACCOUNT IS CURRENT. ATTACH COMPLETED ORIGINAL TO APPLICATION. IF SUBMITTING A LAND USE PLAN AMENDMENT APPLICATION TOGETHER WITH A REZONING APPLICATION, PROVIDE VERIFICATION SHEET(S) FOR ONLY ONE (1) APPLICATION.

APPLICANT

NAME: Valvoline Instant Oil Change

CHECK HERE, IF THERE ARE MORE THAN FOUR (4) SUBJECT PARCELS AND ATTACH ADDITIONAL SHEETS.

PROPERTY

OWNER NAME(S): Montag Enterprises Inc II **TAX PARCEL NO.:** 5040A009

AMOUNT OF CURRENT TAXES PAID: \$ 12,873.05 **PAYMENT DATE:** 10/10/18 **ACCOUNT CURRENT?** YES NO

PROPERTY

OWNER NAME(S): _____ **TAX PARCEL NO.:** _____

AMOUNT OF CURRENT TAXES PAID: \$ _____ **PAYMENT DATE:** _____ **ACCOUNT CURRENT?** YES NO

PROPERTY

OWNER NAME(S): _____ **TAX PARCEL NO.:** _____

AMOUNT OF CURRENT TAXES PAID: \$ _____ **PAYMENT DATE:** _____ **ACCOUNT CURRENT?** YES NO

PROPERTY

OWNER NAME(S): _____ **TAX PARCEL NO.:** _____

AMOUNT OF CURRENT TAXES PAID: \$ _____ **PAYMENT DATE:** _____ **ACCOUNT CURRENT?** YES NO

*** INFORMATION VERIFIED BY GWINNETT COUNTY TAX ASSESSOR'S OFFICE ***

COUNTY TAX DEPARTMENT REPRESENTATIVE (PRINT NAME): <u>Julie Smith</u>	DATE: <u>12-17-18</u>
COUNTY TAX DEPARTMENT REPRESENTATIVE (SIGNATURE): <u>Julie Smith</u>	

ONLY ORIGINAL VERIFICATION SHEET CAN BE USED TO CONFIRM PROPERTY TAX ACCOUNT STATUS

MONTAG ENTERPRISES, INC., II

2018 Scenic Hwy N.

Snellville, Ga. 30078

To: City Of Snellville

From: Montag Enterprises, Inc., II

Re: Approval of Buffer Encroachment/Reduction

I Lee-Yang Kwang, owner of property located at 2029 Dogwood Rd. Snellville, Ga. 30078, grant permission to Montag Enterprises, Inc., II to encroach and reduce the existing Buffer approximately twenty feet between our properties.



Lee-Yang Kwang

November 25, 2018

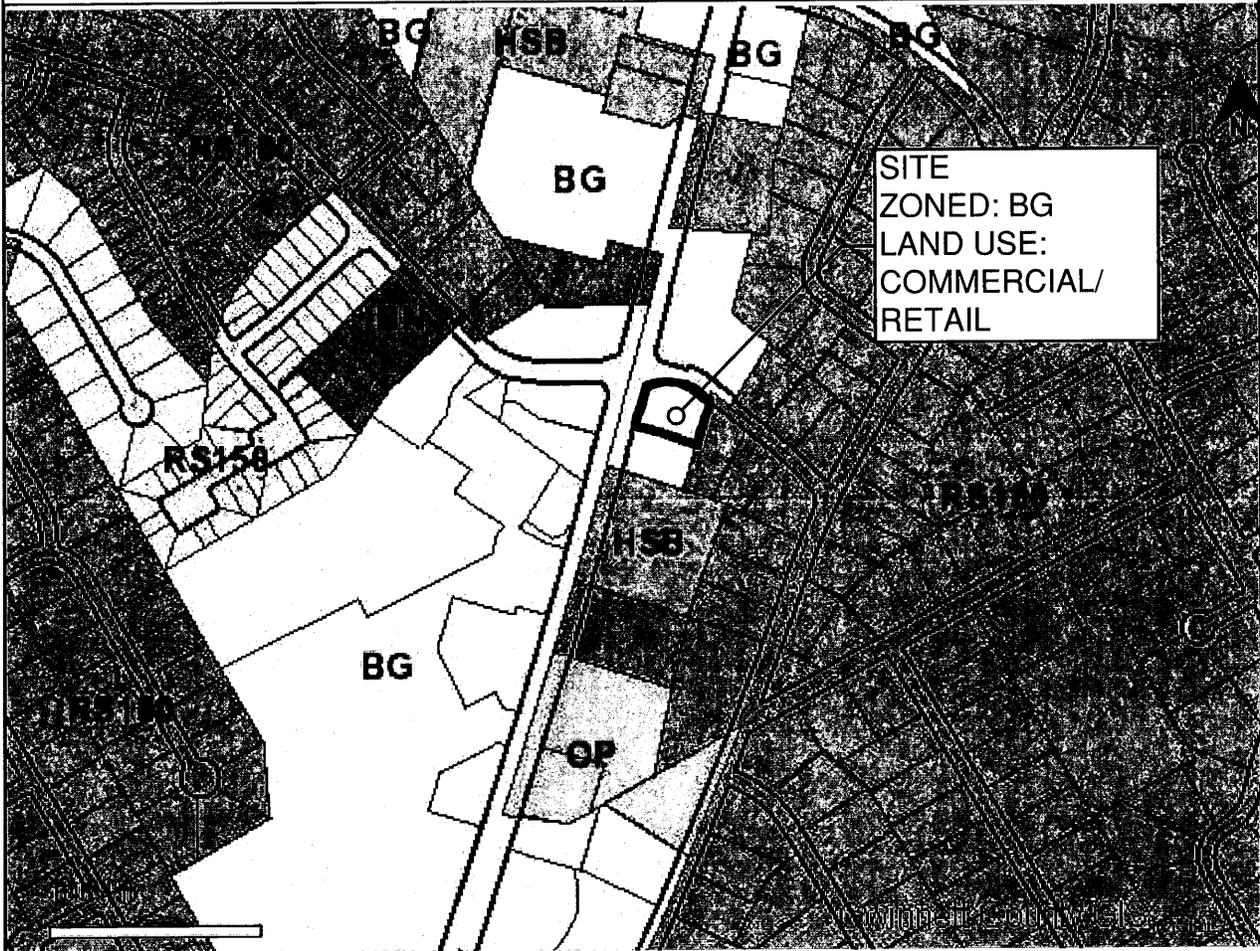


WITNESS 11-25-18

SU JIN KIM



Gwinnett County GIS
75 Langley Dr.
Lawrenceville, GA 30046



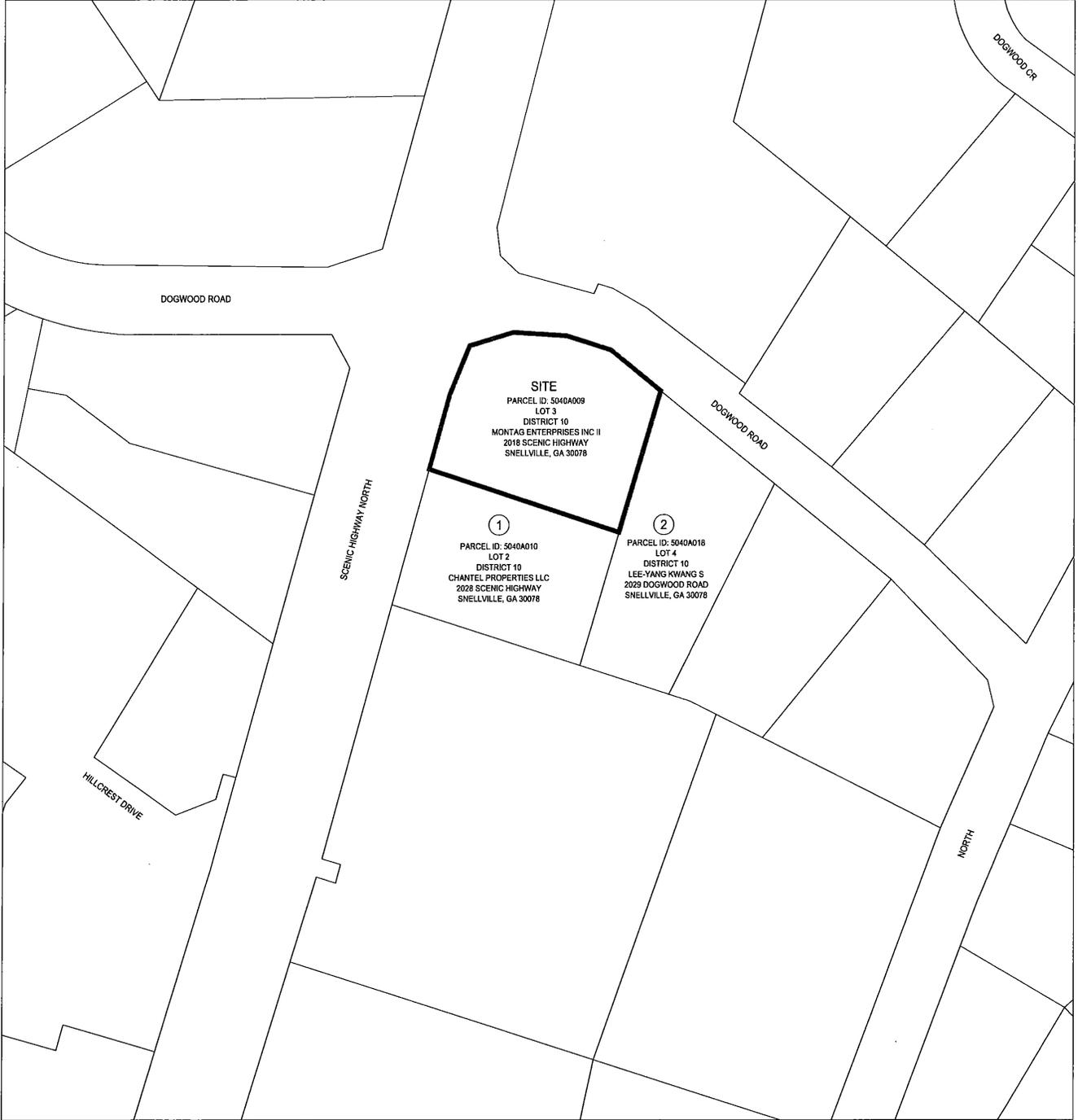
SITE
ZONED: BG
LAND USE:
COMMERCIAL/
RETAIL

Attribute	Value
Parcel ID (PIN)	5040A009
Lot	3
Assessor Information	
Owner 1	MONTAG ENTERPRISES INC II
Owner 2	
Location Address	2018 SCENIC HWY
Location City	SNELLVILLE
Tax District Tag	10
Property ID Link	R5040A009
Owner / Property Information	
PIN	R5040A009
Owner Name 1	MONTAG ENTERPRISES INC II

Tax District Tag	10
Address	2018 SCENIC HWY
City	SNELLVILLE
ZIP Code	30078

Building Information

Usedesc	Auto Service
Improvement Type	COMMERCIAL
Building Type	Auto Service:001
Yrbuilt	2003
Stories	1
Attic	None
Main Floor(s) finished area	2800
Attic Finished Area	
Basement Finished Area	
Total Basement area	



DOGWOOD CR

DOGWOOD ROAD

DOGWOOD ROAD

SCENIC HIGHWAY NORTH

HILLCREST DRIVE

NORTH

SITE
 PARCEL ID: 5040A009
 LOT 3
 DISTRICT 10
 MONTAG ENTERPRISES INC II
 2018 SCENIC HIGHWAY
 SNELLVILLE, GA 30078

①

PARCEL ID: 5040A010
 LOT 2
 DISTRICT 10
 CHANTEL PROPERTIES LLC
 2028 SCENIC HIGHWAY
 SNELLVILLE, GA 30078

②

PARCEL ID: 5040A018
 LOT 4
 DISTRICT 10
 LEE-YANG KWANG S
 2029 DOGWOOD ROAD
 SNELLVILLE, GA 30078

SITE: PARCEL 5040A009
LOT 3
DISTRICT 10
MONTAG ENTERPRISES INC II
2018 SCENIC HIGHWAY
SNELLVILLE, GA 30078

1) PARCEL ID: 5040A010
LOT 2
DISTRICT 10
CHANTEL PROPERTIES LLC
2028 SCENIC HIGHWAY
SNELLVILLE, GA 30078

2) PARCEL ID: 5040A018
LOT 4
DISTRICT 10
LEE-YANG KWANG S
2029 DOGWOOD ROAD
SNELLVILLE, GA 30078

