

PROJECT	POWDER SPRINGS OIL CHANGE 1118 RICHARD D SAILOR PKWY POWDER SPRINGS, GA
CLIENT	N3 PROPERTY ADVISORS LLC 1240 N KIMBALL AVE SOUTH LAKE, TX

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☐ APPROVED FOR CONSTRUCTION

☒ NOT APPROVED FOR CONSTRUCTION




REVISIONS	DATE
CITY COMMENTS	08/31/22

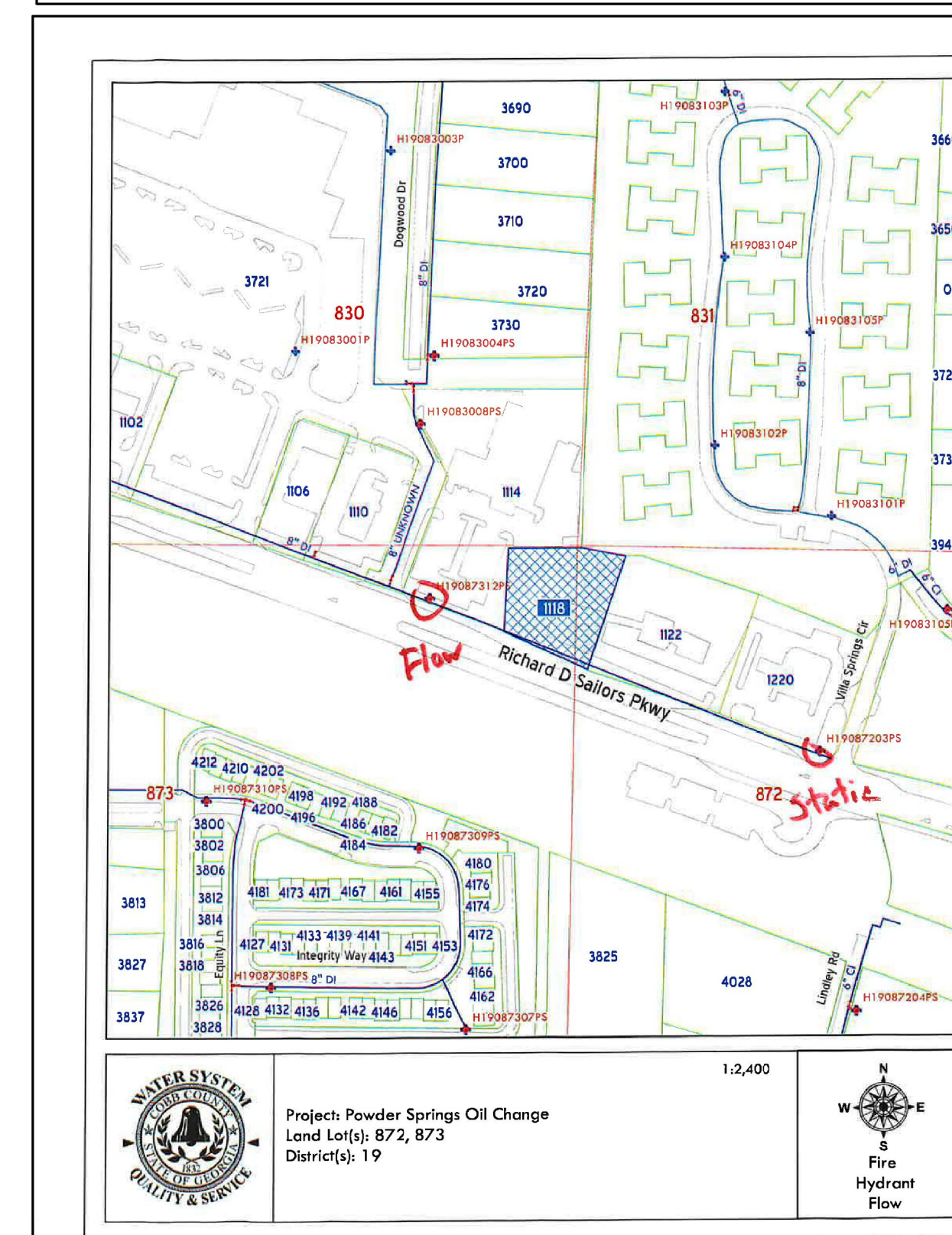
— DRAWING TITLE —

FIRE NOTES

DRAWING FILE:		
DRAWN BY	KMB	DRAWING NO.  C-1.2
DATE	07/22/22	
PROJECT NO	5722 00	

CIVIL ENGINEERS \* LAND PLANNERS  
LANDSCAPE ARCHITECTS \* SURVEYORS

	<h2>COBB COUNTY WATER SYSTEM</h2>	_____ July B. Jones, P.E. Director
	Customer Services Facility 600 South Cobb Drive Marietta, Georgia 30060-3105 <a href="http://www.cobbwater.org">www.cobbwater.org</a>	Divisions: Accounting Communications & Education Customer Services Engineering & Records Information Management System Maintenance Water Production
8/26/2022		
Cobb County Fire Department Fire Prevention Division 1596 County Services Parkway Marietta, GA 30060		
To whom it concerns: A Fire Flow Test has been conducted by the Cobb County Water System for the following project:		
<b>PROJECT NAME:</b> <i>POWDER SPRINGS OIL CHANGE</i>		
<b>STREET NAME:</b> <i>RICHARD D. SAILORS PKWY</i>		
<b>DISTRICT:</b> <i>19</i>		
<b>LAND LOT(S) :</b> <i>872, 873</i>		
<b>DEVELOPER:</b> <i>N3 PROPERTY ADVISORS LLC</i>		
<b>CONTACT NAME:</b> <i>COLLEN THELEN</i>		
<b>TYPE OF DEV:</b> <i>COMMERCIAL</i>		
		<b>PHONE:</b> 609-951-9327
The results of this test are:		
<b>STATIC PRESSURE</b>	122	PSI
<b>RESIDUAL PRESSURE</b>	98	PSI
<b>FIRE HYDRANT FLOW</b>	1350	GPM
<b>AVAILABLE FLOW AT 20 psi</b>	2949	GPM
<b>SIZE OF WATER MAIN (UNCONFIRMED)</b>	8	INCHES
<p style="text-align: center;">             The data contained herein are furnished only to demonstrate that adequate fire protection flow exists at the time of the test. Fluctuations to pressure and flow will occur due to demands on the system and other conditions beyond the control of the Cobb County Water System; therefore, additional criteria must be considered and additional independent tests run to confirm pressures for use in the design of any water distribution, sprinkler, or fire protection system.           </p>		
		
Sincerely, COBB COUNTY WATER SYSTEM		
		
<b>BRIAN HENLEY</b> Construction Inspector/Supervisor Engineering Records Division <a href="mailto:Brian.Henley@cobbcounty.org">Brian.Henley@cobbcounty.org</a> cc: File		
For Cobb County Water System Use Only: <b>STATIC / HYDRANT FLOW NO.</b> H19087203PS <b>FLOW HYDRANT NO.</b> H19087312PS		
_____ Cobb County...Expect the Best. <a href="http://www.cobbcounty.org">www.cobbcounty.org</a>		



Handwritten notes in top left margin: "mail Price \$200000, 945 Piedmont Rd. NW Atlanta, GA 30306".

Stamp in top right corner: "Deed Book 1 5705 p. 29661 Filed and Recorded Jan-25-2020 03:32pm 2020-0008698 Real Estate Transfer Tax \$0.00".

Signature of Rebecca Keaton over the stamp.

Printed name: Rebecca Keaton, Clerk of Superior Court Cobb Co., Ga.

Handwritten date "6/25" in the left margin.

Document Title: RECIPROCAL EASEMENT AGREEMENT

Paragraph 1: This RECIPROCAL EASEMENT AGREEMENT made this 14<sup>th</sup> day of June, 2019, between the City of Powder Springs, hereinafter referred to as "Grantor"; and Falls Car Wash, LLC, hereinafter referred to as "Grantee";

Paragraph 2: WITNESSETH: WHEREAS, Grantor is the owner of certain real property described in EXHIBIT A attached hereto and incorporated herein ( being hereinafter referred to s ("Grantor Tract"); and,

Paragraph 3: WHEREAS, Grantee is the owner of certain real property described in Exhibit B attached hereto and incorporated herein (being hereinafter referred to s ("Grantee Tract"); and,

Paragraph 4: WHEREAS, Grantor Tract and Grantee Tract are contiguous to each other and the parties desire to enter into a mutual and reciprocal cross-easement agreement upon the terms hereinafter specified;

Paragraph 5: NOW THEREFORE, for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration and the mutual covenants hereinafter set forth, the receipt and sufficiency of said consideration being acknowledged by all parties, it is hereby agreed as follows:

Section 1: Cross-Easement for Vehicular and Pedestrian Traffic: The Parties hereto do hereby agree that a perpetual non-exclusive easement for access, ingress and egress of vehicular and pedestrian traffic (hereinafter referred to as "access easement") shall exist between the parties' adjoining properties, said access easement being Twenty-five feet in width running across Grantor Tract and Grantee Tract all as more fully depicted on the Site plan attached hereto as Exhibit C. The parties do hereby agree that said access easement shall constitute an appurtenance of each of said properties and that each party shall have and is hereby granted a perpetual easement on the others' portion of said access easement for use in common by the owners of both of said properties for egress from and ingress to both of said tracts for vehicular and pedestrian traffic, but that the easement shall not be used for parking purposes.

Section 2: Maintenance of Cross Easement: During any construction of any structures by grantor or the current owner of the property described on Exhibit B, Grantee or the current

owner agrees to maintain the access easement in such condition as to not interfere with the ingress and egress of vehicular and pedestrian traffic. Following completion of construction, Grantee will cause the cross-easement area to be repaired or restored to a condition fully equal to that existing before construction operations were commenced.

After completion of said construction and following the restoration by Grantee of the cross-easement areas, it is agreed that the parties shall each be responsible for the cost and expense of maintaining the portion of the cross-easement which extends onto each of their respective properties in good order and repair.

3. Covenant running with the Land: This reciprocal easement agreement constitutes a covenant running with the land and with the title of both of said properties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

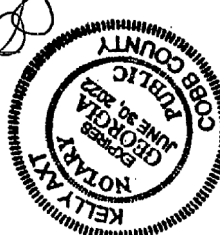
Deed Book 15705 Ps 2963

IN WITNESS WHEREOF, the parties have set their hand and seals.

Signed, sealed and delivered  
In the presence of:

Jamona Newbitt  
Witness

Kelly Dot  
Notary Public



City of Powder Springs  
Alister Thomas  
10/25/19

Jamona Newbitt

Approved as to Form  
Gregory, Doyle, Calhoun & Rogers, LLC  
By: Daniel L. Hammond

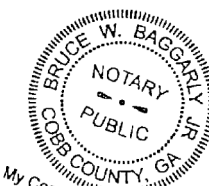
Paradise Falls Car Wash, LLC

KD

Signed, sealed and delivered  
In the presence of:

Shirica M. Hopper  
Witness

Shirica Hopper  
Notary Public



Deed Book 14745 Pg 4717  
Jay S. Stephenson  
Clerk of Superior Court Cobb City, Ga.

Deed Book 15705 Ps 2964

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

All that tract or parcel of land lying and being in Land Lots 830 & 873, of the 19th District, 2nd Section, City of Powder Springs, Cobb County, Georgia and being more particularly described as follows:

COMMENCING at a #5 RB with Cap found at the common corner of Land Lots 830, 831, 872 & 873, said point also being the POINT OF BEGINNING;

THENCE, along the southerly line of Land Lot 830, and common property line with The Villas of Seven Springs Condominiums, on a bearing of North 89 degrees 10 minutes 36 seconds West, for a distance of 129.94 feet to a #5 RB with Cap found;

THENCE, leaving the southerly line of Land Lot 830 and following said common property line to an iron bearing of South 01 degrees 25 minutes 07 seconds West, for a distance of 142.00 feet to an iron Pin Set on the southerly right-of-way of Powder Springs Parkway A.X.A. Richard D. Sellers Partnership #16, (Variable right-of-way);

THENCE, leaving the common property line with The Villas of Seven Springs Condominiums and following said right-of-way on a bearing of North 89 degrees 14 minutes 45 seconds West, for a distance of 217.08 feet to a PK Nail found on the common property line with Semblar Family Partnership #16, LTD;

THENCE, North 28 degrees 41 minutes 31 seconds West, for a distance of 159.86 feet to a Chiseled "X" found;

THENCE, South 88 degrees 59 minutes 12 seconds East, for a distance of 330.83 feet to a #5 RB with Cap found on the common property line with The Villas of Seven Springs Condominiums, and easterly line of Land Lot 830;

THENCE, leaving the common property line with Semblar Family Partnership #16, LTD, and following said common property line and easterly Land Lot line on a bearing of South 01 degrees 38 minutes 29 seconds West, for a distance of 284.51 feet to the POINT OF BEGINNING.

This herein described tract of land contains 2.34 Acres of land, more or less.

The above described property is based on a cash survey prepared by Gray Engineering, LLC noted November 6, 2009 and certified by Donaloy Hutchins, GA RLS-2011, and property is also subject to any and all Easements, Encumbrances and/or Restrictions of record.

Deed Book 15705 Pg 2965

**EXHIBIT "B"**

All that tract or parcel of land lying and being in Land Lot 872 1nd 873 of the 19<sup>th</sup> District 2<sup>nd</sup> Section of Cobb County, Georgia in the City of Powder Springs being Tract 1, having an area of 1.052 acres and Tract 2, having an area of 1.0 acres, as shown on that certain plat of survey prepared by Mathew M. Wilson, Ga. PLS # 2728, being dated September 18, 2018, and being more particularly described as follows:

**Beginning** at an iron located at the Northwest Corner of Land Lot 872 (being the common intersection of Land Lots 872, 873, 831 and 832); thence running North 89 degrees 12 minutes 18 seconds East along the northern land lot line of Land Lot 872 a distance of 114.60 feet to an iron pin and corner; thence South 71 degrees 37 minutes 43 seconds East a distance of 193.69 feet to an iron pin and corner; thence South 18 degrees 28 minutes 34 seconds West a distance of 225.08 feet to an iron pin located on the Northern right of way of Richard Sailer's Parkway (110 Feet Right of Way); thence North 71 degrees 31 minutes 26 seconds West along the Northern right of way of Richard Sailer's Parkway a distance of 404.89 feet to an iron pin and corner; thence North 00 degrees 47 minutes 25 seconds West a distance of 152.78 feet to an iron pin and corner located on the Northern Land lot line of Land lot 873; thence North 89 degrees 19 minutes 58 seconds East along the northern Land Lot line of Land Lot 873 a distance of 129.96 feet to an iron pin located at the **POINT OF BEGINNING**.

[illegible]