

EXIT TRANSITION AGREEMENT

This Exit Transition Agreement (the "Agreement") is entered into this the ___ day of November, 2014 by and between by and between CITY OF BROOKHAVEN, GEORGIA, a municipal corporation ("City"), and TROP, INC., a Georgia corporation, and JEG FAMILY TRUST individually and collectively, (each a "Pink Pony Party" and collectively, "Pink Pony") (together with City each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, City was incorporated on December 17, 2012 as a municipality pursuant to the laws of the State of Georgia on December 17, 2012;

WHEREAS, prior to the incorporation of City, Pink Pony operated a restaurant with alcohol consumption and nude entertainment in unincorporated DeKalb County, Georgia for over twenty years;

WHEREAS, City on January 15, 2013 adopted by Ordinance No. 02013-01-51, an amendment and restatement to Article XII of Chapter 15 of the Code of Ordinances of the City of Brookhaven—Sexually Oriented Businesses, as amended (hereinafter referred to as the "SOB Ordinance");

WHEREAS, the consumption, sale and service of alcoholic beverages in City is regulated pursuant to Chapter 4 of the Code of Ordinances of the City of Brookhaven, as amended (hereinafter referred to as the "Alcohol Ordinance");

WHEREAS, Trop, Inc. d/b/a Pink Pony and the JEG Family Trust filed a lawsuit against the City of Brookhaven, Georgia, in the Superior Court of DeKalb County, as Civil Action No. 13CV5593, which challenged the constitutionality of the SOB Ordinance and the Alcohol Ordinance;

WHEREAS, the Superior Court of DeKalb County granted the City of Brookhaven's motion to dismiss Civil Action No. 13CV5593, upholding the constitutionality of the SOB Ordinance;

WHEREAS, the Supreme Court of Georgia upheld the constitutionality of the SOB Ordinance and the Alcohol Ordinance and denied the Pink Pony's motion for reconsideration on November 3, 2014;

WHEREAS, the Parties entered into that Non-Disclosure Agreement passed October 28, 2014 with respect to the subject matter of this Agreement and other matters (the "NDA"); and

WHEREAS, the Parties are desirous of entering into this Agreement for the purpose settling all existing claims and litigation by outlining the conditions pursuant to which City will license Pink Pony for the sale and service of alcohol in conjunction with a Sexually Oriented

Business, for a limited period of time, to enable Pink Pony to amortize its existing capital investment and to transition its operations to full compliance with the Ordinances.

NOW, THEREFORE, in consideration of Ten and no/100 Dollars (\$10.00), the premises, the mutual covenants and agreements of the Parties and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties hereto, the Parties agree, covenant and represent as follows:

1. Definitions: Throughout this agreement, these definitions shall apply:

“Affiliate” shall mean the individuals and entities listed on Exhibit D to this agreement.

“Adult Cabaret” shall mean a nightclub, bar, juice bar, restaurant, or similar commercial establishment that regularly features live conduct characterized by semi-nudity.

“Pink Pony Entertainer” shall mean an “Employee” (as defined in Brookhaven Code Section 15-401) who appears “Semi-Nude” or in a state of “Nudity” (as defined in Brookhaven Code Section 15-401) in the Premises.

“Alcohol Ordinance” shall mean Chapter 4 of the Code of Ordinances of the City of Brookhaven, as amended.

“Ante Litem Notice” shall mean any notice received by the City of Brookhaven regarding the subject matter of this Agreement pursuant to O.C.G.A. § 36-33-5.

“Bad Act” shall mean an occurrence within the premises of the Property when a Manager is cited by an Enforcement Officer with a violation of either (i) Sec. 16-4 of the City Code (relating to prostitution and related offenses); (ii) Section 16-6-10 of the Official Code of Georgia Annotated (relating to keeping a place of prostitution) (iii) Section 16-6-11 of the Official Code of Georgia Annotated (relating to pimping); (iv) Section 16-6-12 of the Official Code of Georgia Annotated (relating to pandering), (v) Section 16-4-7 of the Official Code of Georgia Annotated (relating to criminal solicitation), or (vi) Section 16-13-33 of the Official Code of Georgia Annotated (relating to the attempt or conspiracy to commit offense under Article 2 of Chapter 13 of Title 16 of the Official Code of Georgia relating to the regulation of controlled substances). For purposes of Section 15 of this Agreement, the citation of a Manager by an Enforcement Officer of more than one Bad Act at the same time shall constitute only one Bad Act. The term “occurrence” in connection with this definition shall mean the day and year during which the citation of a Manager for a Bad Act issued.

“Booth” shall mean those areas depicted as a booth on Exhibit C, except the bottom exterior wall of the open space of the Booth shall be no greater than 54” tall. “City” shall mean the City of Brookhaven, Georgia.

“City Code” shall mean the Code of the City of Brookhaven, Georgia.

“Enforcement Officer” shall mean the City Police, City code enforcement personal, or any other person certified by the State of Georgia Peace Officer Standards and Training Council, including retired law enforcement that were certified by the State of Georgia Peace Officer Standards and Training Council at the time of retirement.

“Lawsuits” shall mean the pending, threatened, or past litigation listed on Exhibit A of this Agreement.

“Ordinances” shall mean, collectively, the SOB Ordinance and the Alcohol Ordinance.

“Manager” shall mean an “Operator” as that term is defined in Brookhaven Code Section 15-401 and any manager, any floor manager, or other any other person hired by Pink Pony to supervise the activities of Pink Pony Entertainers within the premises of the Property.

“Pink Pony Party” shall mean Trop, Inc., a Georgia Corporation, and/or JEG FAMILY TRUST, individually, and all of its affiliates, subsidiaries, shareholders, and assigns.

“Pink Pony” shall mean Trop, Inc., a Georgia Corporation and JEG FAMILY TRUST, collectively. When referred to herein as “Pink Pony” the obligations of Trop, Inc., a Georgia corporation and JEG FAMILY TRUST, shall be joint and several.

“Property” shall mean the premises and business located at 1837 Corporate Boulevard, Brookhaven, Georgia.

“SOB Ordinance” shall mean Article XII of Chapter 15 of the Code of Ordinances of the City of Brookhaven, as amended.

“Term” shall mean the period commencing with the date of this Agreement and ending on December 31, 2020, unless otherwise terminated in accordance with the terms of this Agreement.

2. No Admissions. This Agreement shall not be construed as a concession or admission by either party.

3. Capitalized Terms. All capitalized terms used in this Agreement shall have the same meaning as used in Ordinances unless otherwise defined herein.

4. Release by Pink Pony.

A. Each Pink Pony Party, on its own behalf, and on behalf of all its assignees, employees, officers, agents, successors, affiliates, and subsidiaries, hereby acknowledges full accord, satisfaction and settlement of and hereby release any and all actions, causes of action, damages or claims for damages, demands, claims and rights of whatsoever kind and nature which are claimed or could have been claimed against City in the present litigation as of the date of this Agreement and the litigation referenced in the document attached hereto as **Exhibit A** (the “Lawsuits”). Each Pink Pony Party shall and does

hereby release City, and its former and current council members, insurers, employees, officials, officers, attorneys, and agents, from any and all state and federal claims, including attorney fees under any constitutional, statutory or common law theory, which have been or could have been asserted prior to or as of the date of this Agreement or which in any way relate to or arise out of or could have related to or arisen from Pink Pony's operations or doing business or engaging in activity of any kind within the boundaries of the City for which they claimed or could have claimed that the City, or any of its current or former council members, officials, employees, attorneys, officers or agents, are legally liable or subject to any claim whether for equitable or legal relief prior and up to the time that this Agreement is fully executed by the Parties.

B. In further consideration of the operational status and rights granted and recognized hereunder, each Pink Pony Party intends, represents and warrants that any and all claims that were and/or could have been asserted prior to or as of the date of this Agreement by or on behalf of Pink Pony in the Lawsuits and their respective assignees, employees, officers, agents, successors, affiliates, and subsidiaries, including an award of attorney fees pursuant to any state or federal statute arising out of and by reason of the acts or omissions alleged in the complaints filed in the in the Lawsuits by each Pink Pony Party, or as alleged in any "Ante Litem Notice" are hereby fully and completely released, relinquished, dismissed with prejudice, settled, and satisfied. This release covers any and all claims whatsoever which existed prior to the signing of this Agreement as well as those claims that are part of the Lawsuits and any pending litigation. Each Pink Pony Party hereby acknowledges that the stated consideration set forth in this Agreement is full compensation for and on account of any and all injuries and damages of any kind whatsoever, including an award of attorney fees pursuant to any statutory or common law theory, which they claimed or alleged were sustained or, prior to or as of the date of Agreement, could have claimed or alleged to have been sustained.

C. Each Pink Pony Party hereby satisfies and settles such claims and does hereby fully and completely release and forever discharge City and all other entities and people, including the City's former and present council members, officials, officers, agents, successors, administrators, officers, employees, attorneys, directors, personal representatives and assigns, and all other departments, insurers, agencies, corporations, companies and all persons, from any and all claims, actions, demands and causes of action of whatsoever kind and nature arising out of any prior events occurring prior to or as of the date of this Agreement relating to the sexually oriented business(es) operated by each Pink Pony Party (which business(es) of Pink Pony are hereinafter referred to as the "Sexually Oriented Businesses," and pursuant to the SOB Ordinance being an operator of sexually oriented business with the proviso that such Sexually Oriented Business features Nudity of its Pink Pony Entertainers), properties, licensing and statements, including events alleged in any pending litigation, the Lawsuits including, but not limited to rights relating in any way to any licensing or permitting of the Sexually Oriented Businesses; including personal injury; loss of consortium; loss of services; lost profits; business damages; lost wages; lost property; back pay; business interruption; tortious interference; slander; promotion; injunctive relief; attorneys' fees, except as specifically addressed herein, and punitive damages; employment rights and benefits; pension benefits; damage

to reputation; including an award of attorney fees pursuant to any state or federal statute, all other claims and expenses; deprivation of any and all rights secured under the Constitution and laws of the United States of America or of the State of Georgia or the Code, including but not limited to, those rights secured under the First Amendment of the Constitution of the United States of America, 42 U.S.C. §§ 1981, 1983, 1985, 1986, 1988, 2000e and 12101; attorneys' fees, (except as specifically addressed herein) costs and expenses of litigation incurred in the Lawsuits; punitive damages; and any other damages or expenses arising out of said matters.

5. Release by the City. City, on its own behalf and on behalf of their former and current council members, insurers, employees, officials, officers, and attorneys shall, and does, hereby release each Pink Pony Party and all their assignees, employees, officers, agents, successors, Affiliates, and subsidiaries, from any and all claims, causes of action, demands, suits, proceedings, costs, expenses, liabilities, judgments, sums of money, rights, obligations or liabilities of any kind or nature whatsoever, in law or in equity, whether known or unknown, arising out of, or related to the operation of the business located at 1837 Corporate Boulevard, Brookhaven, Georgia (the "Property"), or which were or could have been asserted or could have been claimed in the Lawsuits or otherwise, which took place prior to or as of the date of this Agreement. City agrees to dismiss any pending litigation initiated by the City related to the operation of the business located at the Property within ten (10) days of executing this Agreement. The forgoing release does not release Pink Pony for amounts payable by it for 2014 unpaid fees license and other fees assessable, except for any 2014 employee permits, under the City Code.

6. Peachtree Creek Transfer. Prior to the incorporation of the City of Brookhaven, under DeKalb County's jurisdiction, Pink Pony planned to make improvements to the Property in order to avoid encroachment of the Peachtree Creek stream buffer and regulate the discharge of storm water into such Creek. Pink Pony agrees to convey to the City good, marketable title by limited warranty deed, subject to matters of record acceptable to City, all of that portion of the bed, channel and banks of Peachtree Creek owned by it, along with such additional property along said bank necessary to construct and equip with benches and trash receptacles, a pedestrian/bike path, a path for emergency vehicles to access the creek and four (4) parking spaces in such form and at such location as City and Pink Pony, in good faith, shall mutually agree (the "Green Space Property"). City will contract for the construction of the improvements to the Green Space Property to extend, build and equip North Fork Peachtree Creek linear green space, pedestrian/bike path (including benches and trash receptacles) along and within the Green Space Property in accordance with City plans. Upon City contracting for the construction of said improvements, Pink Pony agrees to deposit \$25,000 with City toward the cost of said improvements and after the \$25,000 has been expended, Pink Pony will thereafter pay City upon delivery of contractor's pay request the amount so due thereunder until such time as Pink Pony has paid at total of \$75,000 (including the initial \$25,000 deposit). To the extent the cost of improvements exceed \$75,000.00, such excess shall be borne by City. Subsequent to construction and conveyance, the City will be responsible for the maintenance of the transferred property, and all constructed improvements, after completion. Attached hereto as **Exhibit B** and incorporated herein by specific reference, is a preliminary site plan of the location of the boundaries of the Green Space Property. Pink Pony at its expense will pay the City an addition

amount, up to \$2,000, no later than December 15, 2014, which shall be allocated to the City's preparation of a survey of the Green Space Property. Pink Pony shall convey the Green Space Property to City no later than January 15, 2014. In the conveyance of the Green Space Property to City, Pink Pony agrees to grant an easement to City through the Property for ingress and egress of pedestrians and vehicles to the Green Space Property for the purpose of constructing the improvements to the Green Space Property and for overflow parking by visitors of the Green Space Property during daylight hours only.

7. Reimbursement of legal fees and expenses. Pink Pony agrees to pay the City \$283,000.00, representing attorney fees and expenses incurred by the City (including in Pink Pony Matters / Lawsuits indicated on **Exhibit A**), and the preparation of this Agreement. This amount shall be paid as follows: (i) \$47,166.67 on the execution of this Agreement by the Parties and (ii) \$11,791.67 per month for a period of twenty (20) consecutive months commencing March 1, 2015. The forgoing amount may be prepaid in full at any time by the payment of 90% of the unpaid amount. In other words, if Pink Pony wishes to pay the unpaid amount in full at any time prior to October 1, 2016, it may do so without penalty and with a 10% discount of the total unpaid amount at such time.

8. Improvements to Pink Pony. On or before six (6) months after Pink Pony receives all permits to complete the additions and renovations contemplated in the construction plans attached hereto as **Exhibit C**, Pink Pony agrees to finally complete renovations of its parking lot to comply with all of the terms and conditions of the Tree Ordinance of City in such manner as depicted in **Exhibit F** attached hereto; and by same date to further recolor the exterior of Pink Pony improvements to an earth tone acceptable to City and Pink Pony. Within same period of time, Pink Pony agrees to complete landscape buffering on the Property boundary lines where indicated on **Exhibit G** and in a manner acceptable to City and Pink Pony.

9. Successors, transferees and assigns. This Agreement shall be binding upon each Pink Pony Party, its qualified successors, transferees, or assigns and, to the fullest extent permitted by law, City, any governmental body to which City transfers regulatory control over the matters herein, expressly including any entity or other municipality or county of the State of Georgia which obtains jurisdiction by contract, incorporation, annexation, or de-annexation, upon acceptance and/or ratification by that governmental body.

10. Term. As used herein, the word "Term" shall mean the period commencing with the date of this Agreement and ending on December 31, 2020, unless otherwise terminated in accordance with the terms of this Agreement. At the end of the Term, unless terminated earlier as provided by this Agreement, the Pink Pony shall fully comply with all then current provisions of the SOB Ordinance and the Alcohol Ordinance, including Section 4-104(c)(4), as amended.

11. Vested Rights. During the Term of, and otherwise consistent with this Agreement, notwithstanding any other provision of the Code of Ordinances of the City, the sale of alcoholic beverages and an Adult Cabaret featuring Nudity shall be permitted at the Property (the "Vested Rights"). However, each Pink Pony Party acknowledges that any provisions of the City Code, as of the date hereof, that are not in conflict with the rights granted hereunder, shall apply to the Sexually Oriented Business operated by the Pink Pony Party at the Property.

Furthermore, to obtain these licenses during the Term, there shall be no requirement that the Property meet locational requirements set forth in the Alcohol Ordinance or SOB Ordinance; provided, however, that said establishment must be otherwise operated in compliance with the Alcohol Ordinance, the City Code, and any state laws that regulate the sale or distribution of alcoholic beverages by commercial establishments. Nothing in this Agreement shall be construed as granting Pink Pony a vested right beyond the Term of this Agreement in any of the Vested Rights, or in exempting Pink Pony from any other provision of the Code of Ordinances of the City.

12. Vested Property Rights. JEG Family Trust, as the owner of the Property, shall, during the Term, have the right to use the Property as an Adult Cabaret featuring Nudity on the Property, without the need for the issuance of any variances as to the land and structures now existing thereon (the "Vested Property Rights"). Nothing in this Agreement shall be construed as granting JEG Family Trust a vested right beyond the Term of this Agreement in any of the Vested Property Rights, or in exempting each Pink Pony Party from any other provision of the Code of Ordinances of the City. Nothing in this agreement shall exempt each Pink Pony Party from complying with any provision of the Code of Ordinances of the City regarding nonconforming structures for any future alterations to the structure or the premises.

13. Transferability. During the Term, the Pink Pony agrees not to transfer the Property or transfer of more than 50% interest in the ownership of Trop, Inc. to any third person not an Affiliate without the consent of City, which consent may be withheld for any reason. During the term, the above-described Vested Rights and Vested Property Rights are transferable if the Property is sold, given, transferred or assigned by any Pink Pony Party to any Affiliate, so long as the new ownership agrees in writing to be bound by the terms of this Agreement, the Ordinances and the City Code. Attached in Exhibit D, is a list of those persons who are Affiliates for purposes of this Agreement.

14. Obligations of the Parties. During the Term of this Agreement, City, for itself and its successors and assigns, grants the following operational rights (the "Operational Rights") to each Pink Pony Party regarding the Property only:

- (a) Pink Pony shall remain subject to all applicable provisions in the City Code unless in conflict with the terms specified in this Agreement.
- (b) Each separate room, Booth or similar facility within the area of Property used for adult entertainment shall not be visually obstructed and shall be accessible by no less than one door. Any Booth or similar area within the entertainment, restaurant and alcohol service facilities of the Property shall conform with the plans in Exhibit C, except the exterior wall of the open space of the Booth facing the main entertainment area shall be no greater than 54" tall. Further, there shall be mirrors positioned on the ceiling of each separate room, Booth or similar facility in a manner such that the activities of patrons and Pink Pony Entertainers within such areas are clearly visible by Pink Pony employees and other patrons.
- (c) Pink Pony shall continue to meet ratio of food sales to alcoholic beverage sales that is required by City Code, as amended.

- (d) Other than its marquis sign located on Corporate Boulevard (the "Marquis Sign"), Pink Pony shall not have any billboard or digital billboard within the City or within five (5) miles outside the limits of City, as they now or hereafter exist.
- (e) Pink Pony shall not make any modifications (exclusive of repairs and regular maintenance) to its Marquis Sign located on Corporate Boulevard. Pink Pony understands and agrees that the Marquis Sign does not conform to the existing sign ordinances of City and is a non-conforming sign under said ordinance.
- (f) Pink Pony Entertainers inside the improvements to the Property may perform in a state of Semi-nudity and Nudity, without minimum distance requirement between Pink Pony Entertainers and patrons, and without the requirement that Pink Pony Entertainers perform on raised platforms or stages.
- (g) While on the Property, no Pink Pony Entertainer shall, while in a state of Semi-nudity or Nudity, touch in any manner any other person. Provided however, such Pink Pony Entertainer may receive incidental touching in the course of receiving a tip in a receptacle worn on the Pink Pony Entertainer's lower thigh, leg, or arm for such purpose. Likewise, other than placing a tip into receptacle worn for such purpose, no person shall otherwise touch such Pink Pony Entertainer that is in a state of Semi-nudity or Nudity; provided however, while not in public areas, Pink Pony Entertainers or employee assistants may assist Pink Pony Entertainers with costumes and accessories.
- (h) To the fullest extent permitted by law, the right of Pink Pony Entertainers to perform completely nude in the operational format set forth in this Agreement shall not be restricted by the adoption of clothing standards or operational ordinances of the City inconsistent with this Agreement.
- (i) To the fullest extent permitted by law, the rights of Pink Pony to operate under the terms and conditions of this Agreement shall not be restricted by the adoption of additional ordinances or regulations inconsistent with the terms of this Agreement.
- (j) While on the Property, no Pink Pony Entertainer or employee shall be permitted to, caress or fondle any specified anatomical area of any other person or take such other action prohibited by Section 4-104(c) of the Alcohol Ordinance; provided, however, Pink Pony Entertainers shall not be subject to Section 4-104(c)(4). Likewise, no person shall be permitted to, caress or fondle any specified anatomical area of the body of any Pink Pony Entertainer or employee of the Sexually Oriented Business.
- (k) The Parties hereto agree that there is a set amount of fees that shall be paid by the Pink Pony to operate as a Sexually Oriented Business during the Term. The Pink Pony employees shall be required to pay for and obtain any employee permit required under the SOB Ordinance and the Alcohol Ordinance. The amount of all licenses and fees from the Pink Pony and the payment due dates thereof are set forth in Exhibit E. Upon the satisfaction of permitting requirements set forth in the SOB Ordinance and City Code not in conflict with this Agreement and the payment of the fees set forth in Exhibit E, Pink Pony shall have the right to have a business license to operate as an Adult Cabaret offering Nudity during the Term. Upon compliance with the permitting requirements set forth in the Alcohol Ordinance and the payment of the permitting fee required in the Alcohol Ordinance, Pink Pony shall have the right to receive a permit for the sale of alcohol for on-premises consumption for the Term. To maintain the sexually oriented business license Pink Pony shall (i) be in compliance with Sections 6, 7, and 8; (ii) pay its respective when fee due as provided in Exhibit E and (iii) all amounts payable under

this Agreement when due. Payment compliance with this Agreement means actual receipt of funds by the City. Receipt of any portion of sexually oriented business license and alcohol license not paid within ten (10) days after the due date thereof or Pink Pony has breached or otherwise is not in compliance with Sections 6, 7, or 8, shall result in the Pink Pony having its sexually oriented license and alcohol license immediately suspended by operation of this Agreement until such payment is made or such breach is cured. The City may take all steps to prohibit entrance into or operation of the Property if the Pink Pony fails to make timely payment or has breached or otherwise is not in compliance with Sections 6, 7, or 8, and the Pink Pony hereby agrees to cease operation until payment is made or such breach or non-compliance has been cured. Any late payment shall incur a late payment penalty of 5% of the amount due and also incur interest of 12% annually, from the date due until date paid. Upon tendering the late payment, including all penalties and interest, within thirty (30) days of the date of written notice of default from the City, the suspension shall automatically end and Pink Pony may immediately resume operation. In the event that the fees remain unpaid or any breach or non-compliance with Sections 6, 7, or 8 remains uncured for more than thirty (30) days after receipt of a written notice of default, the Pink Pony shall immediately and irrevocably lose its Vested Rights, Vested Property Rights and Operational Rights. The fees are in addition to, and not in lieu of, any annual reissue or renewal fees due to maintain a permit for the service of alcohol for on-premises consumption; and nothing herein shall work to relieve the Pink Pony from complying with the occupation tax ordinance of the city.

- (l) At the end of the Term the Parties shall no longer be bound by the terms of this Agreement, and this Agreement shall automatically terminate. The term Operational Rights and Vested Rights shall be strictly limited to the meaning specifically set forth in this Agreement and only during the Term and should have no other meaning or create no other rights than as specified herein to allow alcohol to be served or sold at the Property.
- (m) At least annually, the Pink Pony agrees to make available training to all of its employees educating its employees on sex trafficking. Specifically, said training will provide employees with information on how to detect sex trafficking victims, prevention of sex trafficking, resources available to sex trafficking victims, and information on reporting suspected sex trafficking. The Pink Pony agrees that a City of Brookhaven police officer will be present during said training.
- (n) Six months prior to the end of the Term, if not otherwise terminated pursuant to Section 15 of this Agreement, Pink Pony agrees to offer job placement counseling and consulting to the Pink Pony Entertainers and employees.
- (o) Pink Pony must comply with the following procedures regarding supervision and discipline of Pink Pony Entertainers and employees who violate this Agreement and/or the City Code and regarding self-reporting of these violations:
 - (i) If a Pink Pony Entertainer or other employee violates the terms of this Agreement, other applicable state or federal laws, the Ordinances, or other ordinances while on the Property or in the course of their employment with Pink Pony, Pink Pony shall fine the Pink Pony Entertainer \$100 and issue a written warning/reprimand and place same in the Adult Entertainer's personnel file.

- (ii) If a Pink Pony Entertainer or other employee violates the terms of this Agreement, other applicable state or federal laws, the Ordinances, or other ordinances in the Code while on the Property or in the course of their employment for a second time, Pink Pony shall immediately terminate the entertainer. Pink Pony shall report such termination and deliver a copy of all written warnings/reprimands issued to the Pink Pony Entertainer or employee to the Police Chief of City.
- (iii) It is understood and agreed to by the City that such self-monitoring and self-reporting by Pink Pony shall be a demonstration of the Licensee's attempt at good faith compliance with the terms of this Agreement and the City Code and, unless such violations are also observed by either City Police, City code enforcement personnel, or any other person certified by the State of Georgia Peace Officer Standards and Training Council, including retired law enforcement that were certified by the State of Georgia Peace Officer Standards and Training Council at the time of retirement (the "Enforcement Officers"), shall not be used by City in any disciplinary proceedings against Pink Pony or the termination of this Agreement. Unless such violations are also observed by an Enforcement Officer resulting in a city or state citation, no violations revealed by the self-reporting process described in this subsection and reported to City, which violations were otherwise unknown to City, shall be utilized by City in tabulating violations of the Ordinances and this Agreement for the purpose of acting upon the termination of this Agreement, a business operation license or employee permit under this Agreement. In no instances will the self-reporting records be used in evidence against Pink Pony. However, failure by Pink Pony to comply with the self-reporting procedures set forth in this subsection shall itself constitute a violation of this Agreement that will, if discovered by the City, be deemed a violation of the SOB Ordinance and this Agreement. By the 10th day of each month during the Term, Pink Pony will deliver to the City Manager of City, a report of Pink Pony Entertainer and employee violations of the SOB Ordinance and this Agreement during the preceding month in such form provided by City, exclusive of the names or other information identifying the name of the offender, unless such offender has been terminated by Pink Pony.
- (iv) Any Pink Pony Entertainer or other employee of Pink Pony using, selling or in possession of illegal drugs that is caught by Pink Pony, an Enforcement Officer shall be immediately terminated. Unless such violations are also observed by an Enforcement Officer resulting in a city or state citation, such self-monitoring termination or incidents shall not be used for purposes of terminating this Agreement or as a violation in licensing proceedings against Pink Pony.
- (v) Any Pink Pony Entertainer or employee caught engaging in any prohibited activity described in Section 4-104(c)(1) through (3) of the SOB Ordinance with a patron of Pink Pony that is caught by Pink Pony, shall be immediately terminated. Unless such violations are also observed by an Enforcement Officer, such self-monitoring termination or incidents shall not be used for purposes of termination this Agreement or as a violation in licensing proceedings against Pink Pony.

- (p) Pink Pony is required to maintain security on the Property. At least one security personnel must be present twenty four hours a day. At least two security personnel must present after 8:00 p.m. until the close of operation.
- (q) Enforcement Officers are permitted, without search warrant, or notice to enter the Property and the interior of the building during regular business hours in order to confirm the compliance of Pink Pony, Adult Entertainers and other employees with this Agreement, the City Code, and State laws. The Pink Pony agrees to further allow admittance to the premises, without search warrant or notice, of drug enforcement and detection dogs accompanying Enforcement Officers on the Property and to coordinate searches of the Property with law enforcement.
- (r) Hours of Operation. Pink Pony may operate its Sexually Oriented Business during the hours of each day as permitted under the Alcohol Ordinance, as amended.

15. Termination. This Agreement may be terminated by (a) mutual agreement of the parties; (b) Pink Pony, if it agrees to comply with the Ordinances; (c) City, if (i) Pink Pony is permanently enjoined by the United States of America, the State of Georgia or DeKalb County, Georgia or any agency thereof from conducting its business at its current location, (ii) a transfer of the Property or transfer of more than 50% interest in the ownership of Pink Pony to any third person not an Affiliate without the consent of City which consent may be withheld for any reason, (iii) Pink Pony voluntarily ceases to do operate the business as “the Pink Pony” for a period of sixty (60) continuous days at 1837 Corporate Boulevard, Brookhaven, Georgia, (iv) Pink Pony’s Vested Rights, Vested Property Rights and Operational Rights are lost pursuant to Section 14(k) of this Agreement, or (v) upon the occurrence of any two Bad Acts by any Manager within any twenty four consecutive month period during the Term; provided, however, any termination by City pursuant to this subsection (v) shall stay until such time as any violation for each of any two Bad Acts are no longer subject to direct appeal from the trial court.

16. Binding Date. The Parties acknowledge and agree that this Agreement shall not be binding on the Parties until the satisfaction of the following contingencies:

- (a) Approval of this Agreement by the Mayor and Council of the City of Brookhaven, Georgia; and
- (b) Execution of the Agreement by City and Pink Pony.

17. Breach of Agreement To the fullest extent permitted by law, the Parties agree that this Agreement is a valid and binding contract between the Parties during the Term. The parties recognize that a violation of any provision of this Agreement can result in an independent action for breach of contract brought in a court of competent jurisdiction. In such action, the prevailing party will be awarded reasonable attorney’s fees and costs including appellate fees and costs. This Agreement, and the rights and obligations created hereby, shall be binding on the successors and assigns of the Parties, including on any subsequent Mayor and City Council of the City of Brookhaven, Georgia and their successors, upon ratification of the agreement by acceptance of the fees in Exhibit E during the Term of this agreement.

18. Waiver. Each Pink Pony Party hereby irrevocably waives its entire claim to monetary or any other damages arising out of any conduct as described in Section 4 of this Agreement and shall be entitled to no relief against City other than the specific relief granted by this Agreement. In addition, each Pink Pony Party represents and warrants that it has not assigned any rights or claims to any other entity or person where such rights or claims are a subject to the Lawsuits or could be a subject of said Lawsuits.

19. Compliance with City Code and Ordinances. Except as exempted by the terms and conditions of this Agreement, each Pink Pony Party agrees to comply with all applicable provisions of the current Ordinances.

20. Independent Counsel. All Parties have been represented by counsel and have voluntarily entered into this Agreement with full knowledge of their rights and obligations herein. The undersigned representatives of the respective Parties hereby represent and warrant that each representative has the authority to execute this Agreement, and bind their respective entities to the terms and conditions of this Agreement. Each Party shared equally in preparing this Agreement and it shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

21. Sole agreement. This Agreement shall constitute the sole and entire agreement of the Parties and neither Party shall rely on any oral or written representations other than those set forth in this Agreement. The covenants herein contained shall bind and the benefits and advantages herein agreed to shall inure to the parties' respective successors, and proper assigns.

22. Amendments. All amendments to this Agreement shall be writing by the Parties hereto. However, no amendment shall be binding on City unless the amendment is approved by the Mayor and Council of the City of Brookhaven, Georgia in an open meeting in conformance with all requirements for municipal contracting applicable to the City.

23. No Third Party Beneficiaries. Nothing herein shall be construed as giving any rights or benefits to any third party not a Party to this Agreement.

24. No Severability. This Agreement is not severable as the Parties have negotiated and agreed to a carefully balanced agreement regarding the operation of Pink Pony during the Term and the invalidation of one or more provisions would necessarily affect the entire Agreement.

26. Jurisdiction and Venue. Jurisdiction and venue for any proceedings by any Party to enforce the provisions of this Agreement shall lie exclusively DeKalb County, Georgia Superior Court.

The Parties have executed and delivered this Exit Transition Agreement as of the day and year first above written.

TROP, INC.

By: _____

Name: _____

Title: _____

Approved as to form:

Aubrey T. Villines Jr., Counsel to TROP, Inc.

2555 Chantilly Drive
Atlanta, GA 30324

JEG FAMILY TRUST

By: _____

Name: _____

Title: Trustee

Approved as to form:

Aubrey T. Villines Jr., Counsel to JEG
Family Trust

2555 Chantilly Drive
Atlanta, GA 30324

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY OF BROOKHAVEN

By: _____
J. Max Davis, Mayor

4362 Peachtree Road
Brookhaven, GA 30319

Attest:

Susan Hiott, City Clerk

Approved as to form:

Thompson Kurrie, Jr., City Attorney

EXHIBIT A

LAWSUITS

1. *Trop, Inc. d/b/a Pink Pony and the JEG Family Trust v. City of Brookhaven, Georgia, J. Max Davis, in his official capacity as Mayor of Brookhaven, Rebecca Chase Williams, Jim Eyre, Bates Mattison, and Joe Gebbia, in their official capacity as City Council members of Brookhaven, and Susan Hiott, in her Official capacity as City Clerk;* 13CV5593, Superior Court of DeKalb County (motion for reconsideration denied by the Supreme Court of Georgia)
2. *Trop, Inc. d/b/a Pink Pony, Terri G. Galardi, and Dennis Williams v. City of Brookhaven, Georgia, and the Alcoholic Beverage Appeals Hearing Board for Brookhaven, Georgia,* 14CV2406, Superior Court of DeKalb County (pending in Superior Court)
3. *Trop, Inc. d/b/a Pink Pony, Terri G. Galardi, and Dennis Williams v. City of Brookhaven, Georgia and the Alcoholic Beverage Appeals Hearing Board of Brookhaven, Georgia,* 14CV3736, Superior Court of DeKalb County (pending in Superior Court)
4. *City of Brookhaven v. Trop, Inc. d/b/a Pink Pony, JEG Family Trust, and Terri G. Galardi,* 14CV9922, Superior Court of DeKalb County (pending in Superior Court)

EXHIBIT B

PEACHTREE CREEK LINEAR GREEN SPACE
PRELIMINATY SITE PLAN

(SEE AREA ATTACHED, except that the boundary line of the conveyance shall be from the centerline of the creek to the edge of the parking lot as depicted in the plans in Exhibit F)

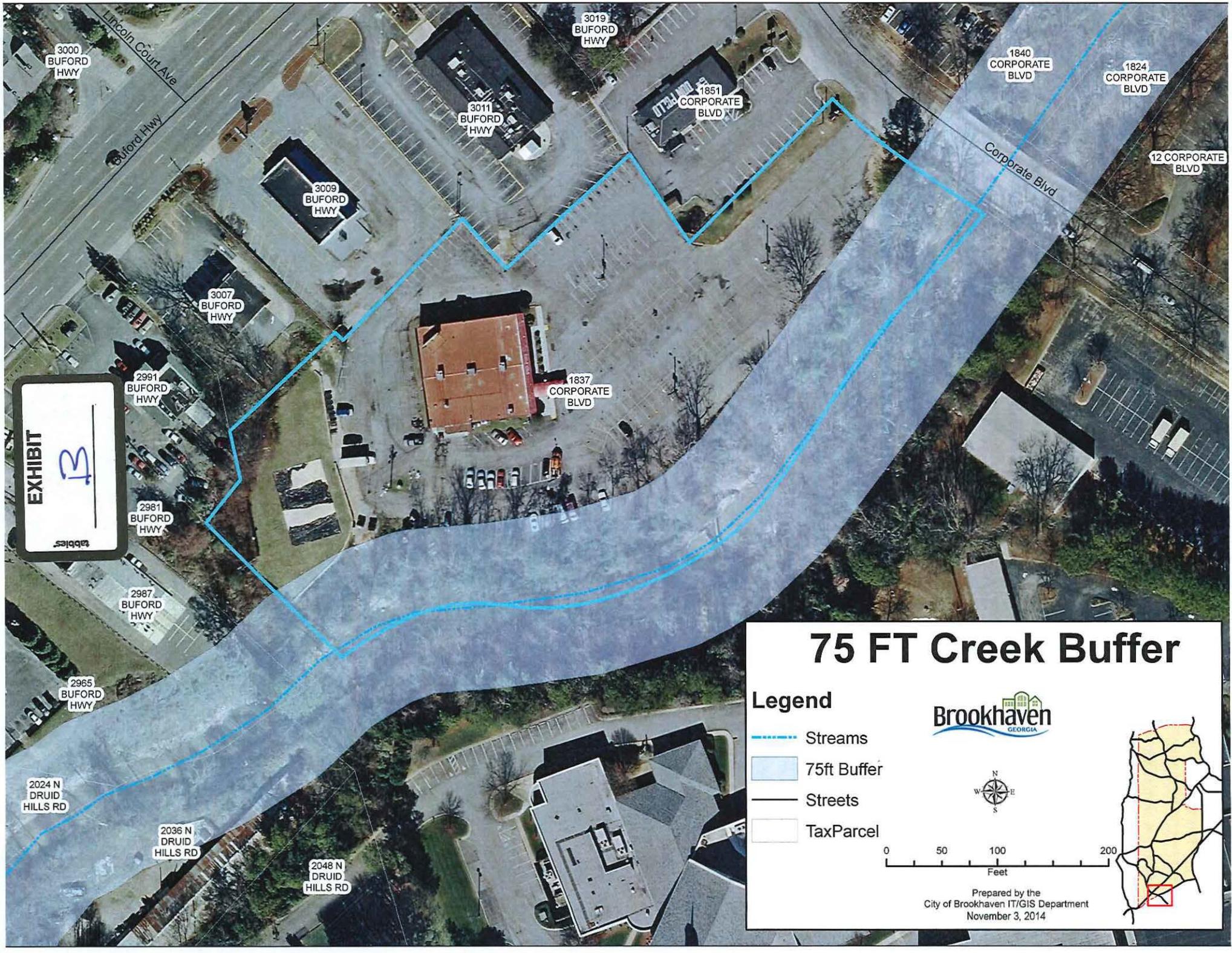
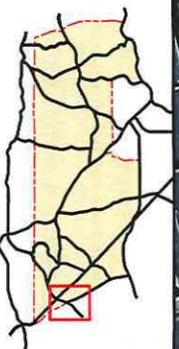
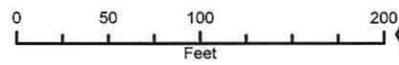


EXHIBIT
B
 tabbles

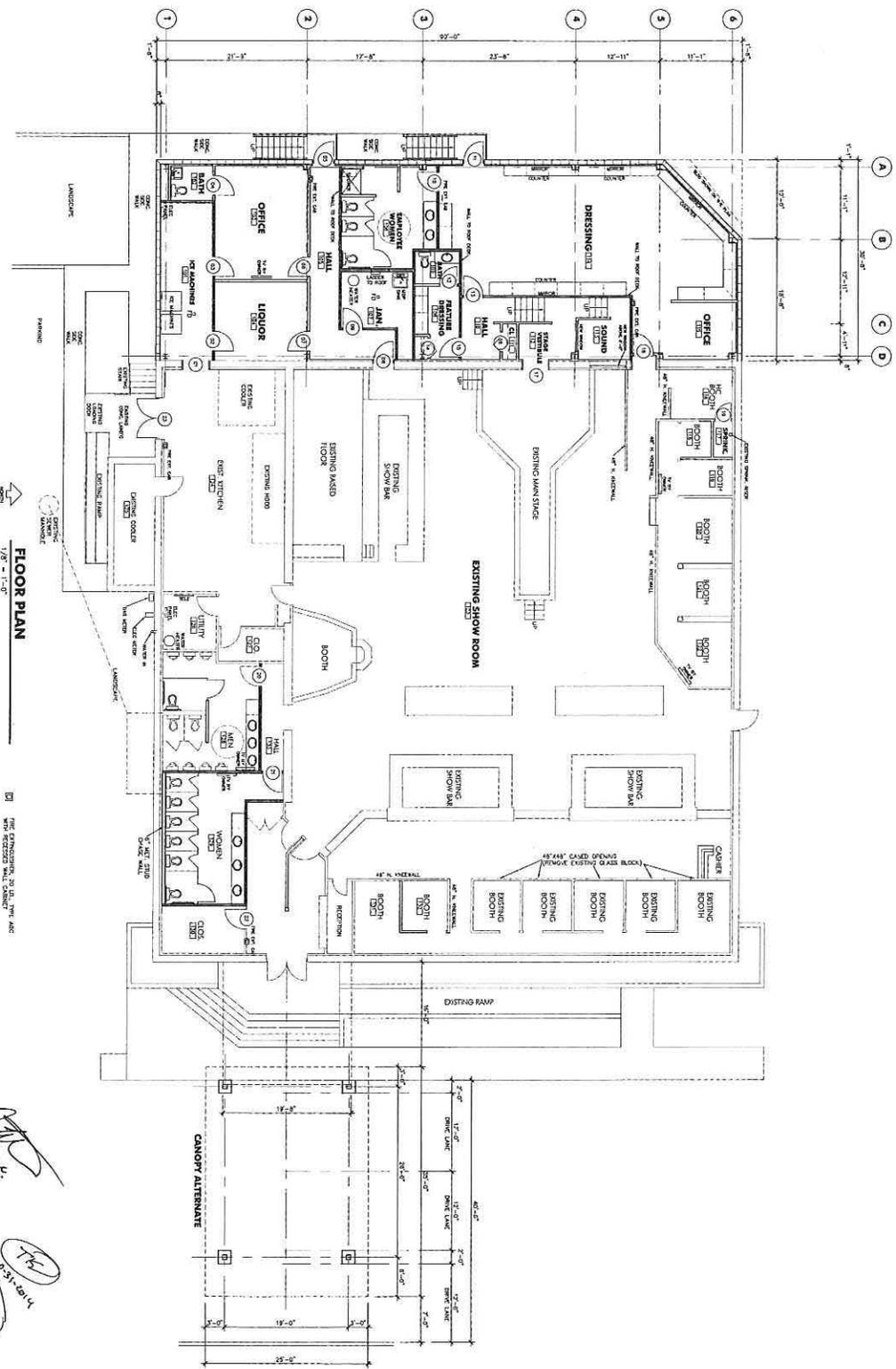
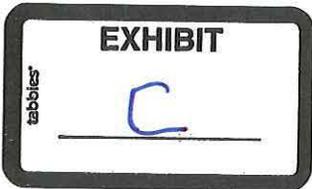
75 FT Creek Buffer

- Legend**
-  Streams
 -  75ft Buffer
 -  Streets
 -  TaxParcel



Prepared by the
 City of Brookhaven IT/GIS Department
 November 3, 2014

EXHIBIT C
CONSTRUCTION PLANS
(ATTACHED)



Handwritten signatures and initials:
 [Signature]
 [Signature]
 [Signature]

SHEET TITLE
FLOOR PLAN
 SHEET NO.
A1
 2 OF 9

DRAWN
 WOC
 APPROVED
 WOC
 CDM, NO. 141
 DATE OCT. 26, 2014
 REVISIONS

Pink Pony
 Agreement w/ City of Brookhaven
 1231 CORPORATE BLVD., ATLANTA, GEORGIA 30329

Camp Architects
 Camp Architects, Inc. comparch@aol.com
 P.O. Box 3386 Atlanta, Georgia 30302 404-523-2509

EXHIBIT D

AFFILIATES

Affiliate Individuals and Entities:

The following officers of Trop, Inc.:

Teri Gale Galardi, President Chief Executive Officer

Dennis Williams, Executive Vice President, Chief Financial Officer and Secretary

Mike Kap, Chief, Operating Officer

Aubrey Villines, Chief Counsel

EXHIBIT E

FEEES

Schedule of Fees Payable by Pink Pony:

Public Safety Assessment Fee payable to the City of Brookhaven, Police Department, to be used to subsidize the costs of public safety, including but not limited to salary and benefits, law enforcement uniforms and vehicles, special training and enforcement:

\$225,000 annually during the Term, payable in four equal installments on January 1, April 1, July 1, and October 1. The first 2015 quarterly installment is payable upon the execution of this Agreement by the Parties with the next quarterly payment being due on April, 2015. In the event the hours of operation are changed under the Alcohol Ordinance, the parties acknowledge that the City's Schedule of Determination of Annual Costs may increase or decrease. Therefore, the annual fee will decrease \$25,000.00 per every thirty minute increment or part thereof reduction of operating hours under the Alcohol Ordinance after July 1, 2015. The fee will increase \$25,000.00 for every thirty minute increment or part thereof increasing the operating hours under the Alcohol Ordinance after July 1, 2015. In no event shall the fee be less than \$150,000.00 or more than \$400,000.00.

Fees and taxes payable by Pink Pony to City of Brookhaven, Department of Finance (other than property taxes, storm water utility fees and street light assessment fees and building and land disturbance permits fees):

Alcohol License Fee—payable each year during the Term in the amount of and when payable under the City Code.

Occupational, Alcohol and other Taxes—payable each year during the Term in the amount of and when payable under the City Code.

2014 License Fees and Taxes (not otherwise paid)—payable upon the execution of the Agreement by the Parties in the amounts in effect under the City Code as of January 1, 2014.

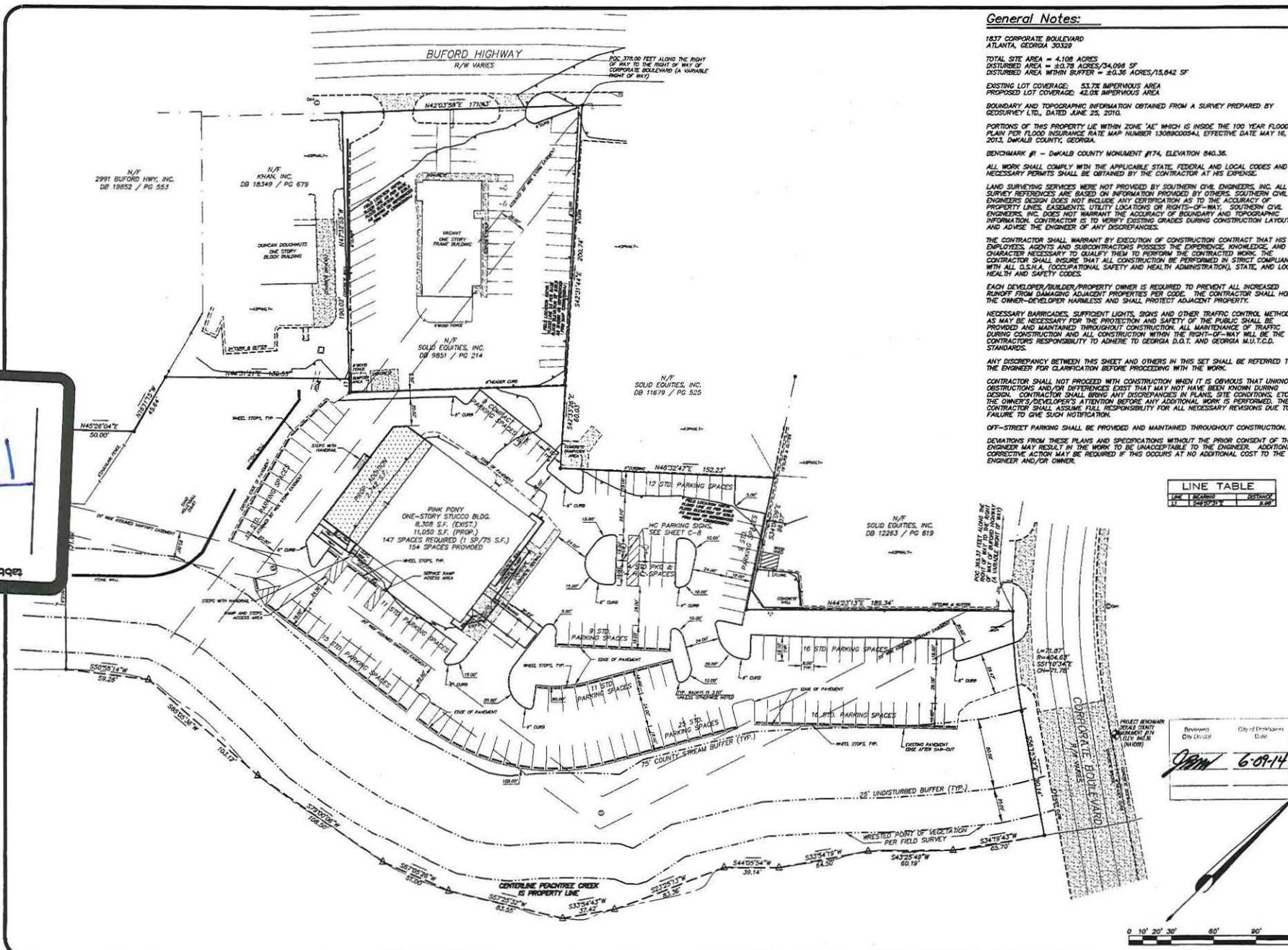
Note: All license and permit fees are available for payment after application thereof, subject to the eligibility requirements under the City Code unless otherwise permitted by this Agreement where in conflict thereof.

EXHIBIT F

PARKING LOT AND TREE PLAN

(ATTACHED)

EXHIBIT



General Notes:

1837 CORPORATE BOULEVARD
ATLANTA, GEORGIA 30329

TOTAL SITE AREA = 4.108 ACRES
DISTURBED AREA = 23.78 ACRES/24,096 SF
DISTURBED AREA WITHIN BUFFER = 20.36 ACRES/15,842 SF

EXISTING LOT COVERAGE: 53.7% IMPERVIOUS AREA
PROPOSED LOT COVERAGE: 42.0% IMPERVIOUS AREA

BOUNDARY AND TOPOGRAPHIC INFORMATION OBTAINED FROM A SURVEY PREPARED BY GOSWORTHY LTD. DATED JUNE 28, 2010.

PORTIONS OF THIS PROPERTY LIE WITHIN ZONE 'A1' WHICH IS INSIDE THE 100 YEAR FLOOD PLAIN PER FLOOD INSURANCE RATE MAP NUMBER 13080C0054, EFFECTIVE DATE MAY 16, 2013, DICKALB COUNTY, GEORGIA.

BENCHMARK #1 - DICKALB COUNTY MONUMENT #174, ELEVATION 840.35.

ALL WORK SHALL COMPLY WITH THE APPLICABLE STATE, FEDERAL AND LOCAL CODES AND ALL NECESSARY PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE.

LAND SURVEYING SERVICES WERE NOT PROVIDED BY SOUTHERN CIVIL ENGINEERS, INC. ALL SURVEY REFERENCES ARE BASED ON INFORMATION PROVIDED BY OTHERS. SOUTHERN CIVIL ENGINEERS DESIGN DOES NOT INCLUDE ANY CERTIFICATION AS TO THE ACCURACY OF PROPERTY LINES, EASEMENTS, UTILITY LOCATIONS OR RIGHTS-OF-WAY. SOUTHERN CIVIL ENGINEERS, INC. DOES NOT WARRANT THE ACCURACY OF BOUNDARY AND TOPOGRAPHIC INFORMATION. CONTRACTOR IS TO VERIFY EXISTING GRADES DURING CONSTRUCTION LAYOUT AND ADVISE THE ENGINEER OF ANY DISCREPANCIES.

THE CONTRACTOR SHALL WARRANT BY EXECUTION OF CONSTRUCTION CONTRACT THAT HIS EMPLOYEES, AGENTS AND SUBCONTRACTORS POSSESS THE EXPERIENCE, KNOWLEDGE AND CHARACTER NECESSARY TO QUALIFY THEM TO PERFORM THE CONTRACTED WORK. THE CONTRACTOR SHALL INSURE THAT ALL CONSTRUCTION BE PERFORMED IN STRICT COMPLIANCE WITH ALL O.S.H.A. (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION), STATE, AND LOCAL HEALTH AND SAFETY CODES.

EACH DEVELOPER/BUILDER/PROPERTY OWNER IS REQUIRED TO PREVENT ALL INCREASED RAINFALL FROM DAMAGING ADJACENT PROPERTIES PER CODE. THE CONTRACTOR SHALL HOLD THE OWNER-DEVELOPER HARMLESS AND SHALL PROTECT ADJACENT PROPERTY.

NECESSARY BARRICADES, SURFICENT LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION. ALL MAINTENANCE OF TRAFFIC DURING CONSTRUCTION AND ALL CONSTRUCTION WITHIN THE RIGHT-OF-WAY WILL BE THE CONTRACTOR'S RESPONSIBILITY TO ADHERE TO GEORGIA D.O.T. AND GEORGIA M.U.T.C.D. STANDARDS.

ANY DISCREPANCY BETWEEN THIS SHEET AND OTHERS IN THIS SET SHALL BE REFERRED TO THE ENGINEER FOR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.

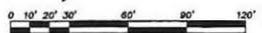
CONTRACTOR SHALL NOT PROCEED WITH CONSTRUCTION WHEN IT IS OBVIOUS THAT UNKNOWN OBSTRUCTIONS AND/OR DIFFERENCES EXIST THAT MAY NOT HAVE BEEN KNOWN DURING DESIGN. CONTRACTOR SHALL BRING ANY DISCREPANCIES IN PLANS, SITE CONDITIONS, ETC. TO THE OWNER'S/DEVELOPER'S ATTENTION BEFORE ANY ADDITIONAL WORK IS PERFORMED. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE TO GIVE SUCH NOTIFICATION.

OFF-STREET PARKING SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION. DEMONSTRATIONS FROM THESE PLANS AND SPECIFICATIONS WITHOUT THE PRIOR CONSENT OF THE ENGINEER MAY RESULT IN THE WORK TO BE UNACCEPTABLE TO THE ENGINEER. ADDITIONAL CORRECTIVE ACTION MAY BE REQUIRED IF THIS OCCURS AT NO ADDITIONAL COST TO THE ENGINEER AND/OR OWNER.

LINE TABLE

LINE	DESCRIPTION	REVISION
1	CONTRACT	0-0

Reviewed
City Engineer
City of Emoryville
Date
6-09-14



SCE
SOUTHERN CIVIL ENGINEERS

10 Roswell Street
Suite 210
Alpharetta, GA 30009
(770) 619-4280
www.sce-atlanta.com

Revisions

Date	Description
11/25/14	PER CITY OF BROOKHAVEN COMMENTS
02/19/14	PER CITY OF BROOKHAVEN COMMENTS

LEVEL II CERTIFICATION
#000021723

Project Description
1837 CORPORATE BLVD.
A Development By
TROP, INC.
LAND LOT 146 OF THE 87TH DISTRICT
CITY OF BROOKHAVEN, DEKALB COUNTY, GEORGIA

Drawn
SCE

Designer
SCE

Date
06-17-13

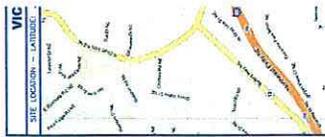
Sheet Title
SITE PLAN

Drawing Number
C-1

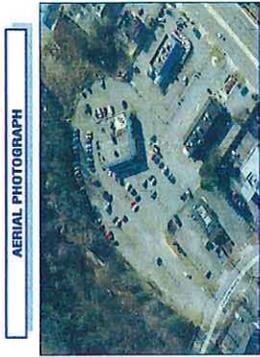
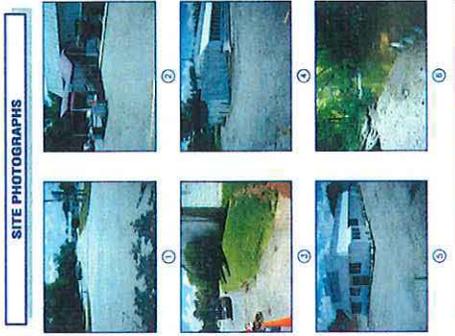
EXHIBIT G

LANDSCAPE BUFFERING PLAN

(ATTACHED)



GENI
 THIS SURVEY HAS BEEN PREPARED BY THE SURVEYOR IN ACCORDANCE WITH THE STANDARDS AND PRACTICES OF THE PROFESSION OF SURVEYING IN THE STATE OF GEORGIA. THIS SURVEY HAS BEEN PREPARED FOR THE PURPOSES OF THE PUBLIC RECORD AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY.



UTILITY NOTE
 THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON THE RECORD DRAWINGS PROVIDED BY:
 UTILITIES, LLC
 1700 ATLANTA INDUSTRIAL DRIVE
 MARIETTA, GEORGIA 30066
 THE UNDERGROUND UTILITIES EXCEPT THE LOCATION OF EXISTING DRAINAGE, SANITARY, WATER, AND GAS LINES, ARE SHOWN AS APPROXIMATE. THE SURVEYOR HAS CONDUCTED VISUAL INSPECTIONS OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD DRAWINGS. ANY DISCREPANCIES BETWEEN THE RECORD DRAWINGS AND THE ACTUAL UTILITIES (INCLUDING UTILITY DEPT. RECORDS) ARE NOT LOCATED.
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD DRAWINGS. ANY DISCREPANCIES BETWEEN THE RECORD DRAWINGS AND THE ACTUAL UTILITIES (INCLUDING UTILITY DEPT. RECORDS) ARE NOT LOCATED.
 THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE EXISTING UTILITIES AND HAS FOUND THEM TO BE IN ACCORDANCE WITH THE RECORD DRAWINGS. ANY DISCREPANCIES BETWEEN THE RECORD DRAWINGS AND THE ACTUAL UTILITIES (INCLUDING UTILITY DEPT. RECORDS) ARE NOT LOCATED.

EXHIBIT
 G

GRAPHIC SCALE
 0 15 30 45 75 150 300
 1" = 300'

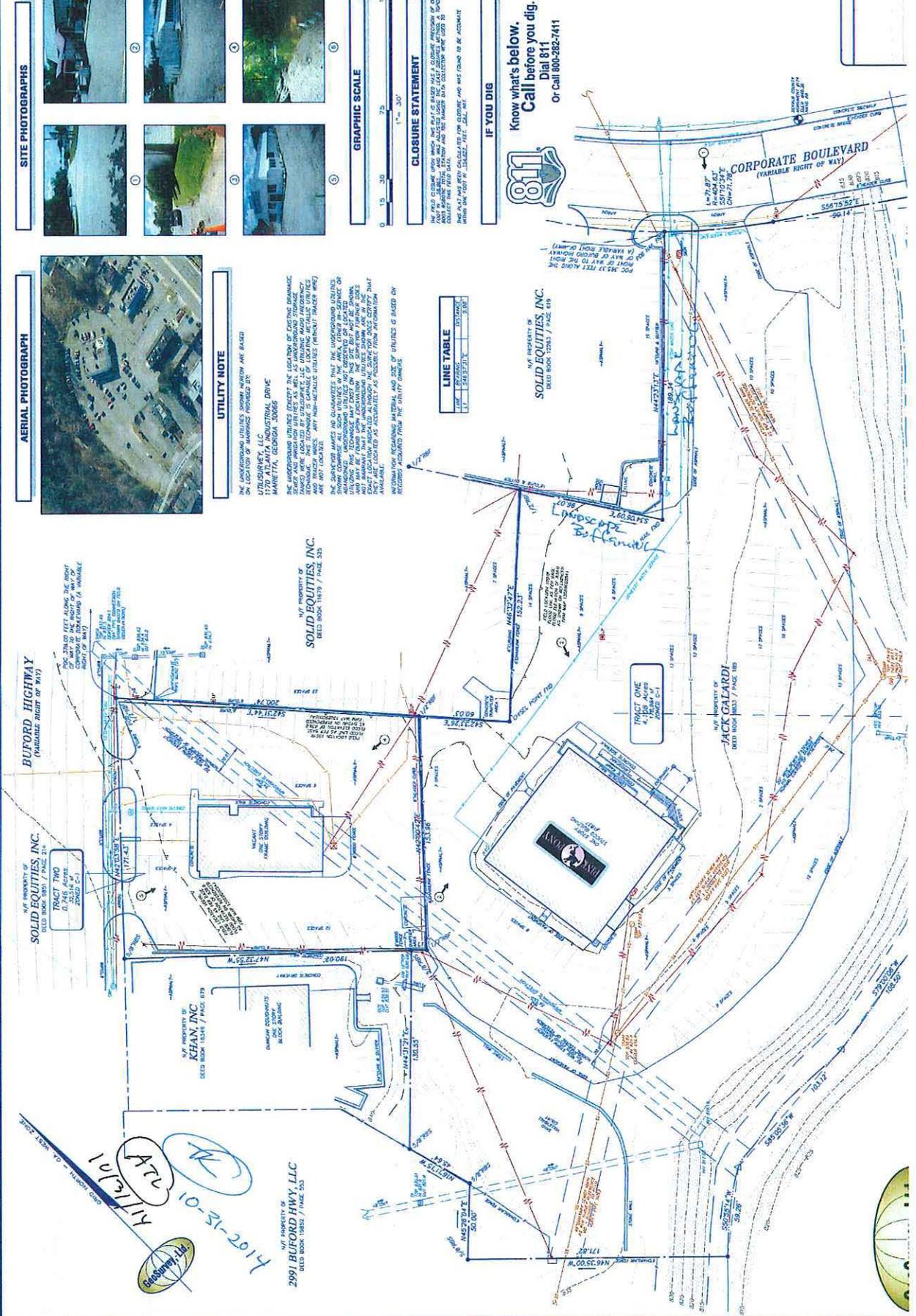
CLOSURE STATEMENT
 THE FIELD CLOSURE ERROR HAS BEEN ADJUSTED BY THE METHOD OF LEAST SQUARES. THE ADJUSTED COORDINATES OF THE POINTS ARE AS SHOWN ON THIS PLAN. THE TOTAL CLOSURE ERROR IS 0.00 FEET. THE TOTAL DISTANCE OF THE TRIP IS 1000.00 FEET. THE TOTAL CLOSURE ERROR IS 0.00 FEET. THE TOTAL DISTANCE OF THE TRIP IS 1000.00 FEET.

IF YOU DIG
 Know what's below.
 Call before you dig.
 Dial 811
 Or Call 800-282-7411

STANDARD ABBREVIATIONS

1	BOUNDARY
2	CONCRETE
3	CONCRETE FOUNDATION
4	CONCRETE WALL
5	CONCRETE CURB
6	CONCRETE DRIVE
7	CONCRETE SIDEWALK
8	CONCRETE DRIVE CURB
9	CONCRETE SIDEWALK CURB
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100	CONCRETE DRIVE CURB

BOUNDARY AND TOPOGRAPHY
 Pink Pony
 1837 Corporate Blvd
 FOR



ATU
 10-31-2014
 2991 BUFORD HWY, LLC
 DEED BOOK 1885 / PAGE 503