

Exhibit "A" to Stipulation Letter Dated September 14, 2017

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement"), made and entered into as of the 11<sup>th</sup> day of October, 2017, by and among **ARBOR RIDGE PROPERTIES, LLC** ("Owner"), **CITY OF POWDER SPRINGS, GEORGIA** ("City"), and **1499, INC.** ("Escrow Agent"),

WITNESSETH

WHEREAS, pursuant to Code of Ordinances and Zoning Amendments of the City (the "Code") and agreements between Owner and the City, Owner is required to escrow funds to insure completion of the amenities for the Vineyards at New Macland Subdivision (the "Amenities") (the requirement to insure completion of the Amenities hereinafter referred to as the "Obligations"); and

WHEREAS, Owner has agreed to post a cash deposit in escrow; and

WHEREAS, the City is willing to accept a cash deposit to be held in escrow by Escrow Agent to ensure the Obligations are met and are completed; and

WHEREAS, in order for Owner to complete the Amenities in accordance with the Code, there remain items to be satisfied as the Obligations, to-wit:

The conditions of the Obligations are for the work to be completed in accordance with the City's codes and ordinances. The work being further described below, including, but not limited to:

1. Construction of a pavilion and playground on the site approved by the City.

Upon completion of the Obligations, in accordance with the City's codes and ordinances, funds escrowed will be released per the schedule and the amounts indicated below:

**TOTAL = \$20,000.00 to be released upon completion as confirmed by the Owner and City.**

WHEREAS, City and Owner desire that the escrowed funds be held in escrow, pending clearance and satisfaction of the Obligations hereinabove set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Escrow Agent.** Owner and City hereby designate, constitute and appoint Escrow Agent as the "Escrow Agent" under this Agreement, and Escrow Agent hereby accepts such designation and appointment. Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith, unless same is occasioned by the willful misconduct or gross negligence of Escrow Agent. Escrow Agent is authorized to act on any document believed by it

in good faith and based upon the advice of its counsel to be genuine and to be executed by the proper party or parties, and will incur no liability in so acting. In the event of a dispute between the parties, Escrow Agent shall be entitled to interplead the funds held pursuant to this Agreement into court, the parties hereto shall be equally responsible for all costs and expenses of Escrow Agent in so doing, and Escrow Agent shall be relieved of all responsibilities under this Agreement.

2. **Deposit of Escrow Funds.** Owner agrees to deposit with Escrow Agent, upon the first closing (the "Closing") of lots in the Vineyards at New Macland Subdivision to be sold by Owner to Create Homes, LLC, and Escrow Agent agrees to acknowledge receipt of the sum of \$20,000.00 and to provide evidence to City of such receipt. Owner does hereby authorize and direct Escrow Agent to place the Escrow Funds in an insured non-interest-bearing account ("the Escrow Account") in the name of the Escrow Agent.

3. **Disbursement Date.** The parties hereto agree and hereby establish the "Disbursement Date" as herein referenced to be the date upon which **Escrow Agent** receives evidence of clearance or satisfaction of the Obligations, such evidence to be in form satisfactory to Escrow Agent, in its sole discretion. In the event the Obligations with respect to the Development have not been met within twelve (12) months of the date of the Closing, Escrow Agent is authorized to disburse all funds held for the Obligations to the City or to the Vineyards at New Macland Homeowners Association, as directed by the City.

4. **Release of Escrow Funds.** Upon completion of the Obligations, as verified by the City, Escrow Agent shall disburse any remaining funds to Owner.

5. **Notices.** All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the U.S. mail, postpaid and registered or certified with return receipt requested; provided, however, the time period wherein a response to any notice, demand, or request must be given shall commence on the date of receipt on the return receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice, demand or request shall be addressed to the applicable party as follows:

To Owner: Arbor Ridge Properties, LLC  
3945 Acworth Due West Road, Ste. 317  
Acworth, Georgia 30101

To City: City of Powder Springs  
4488 Pineview Drive  
Powder Springs, Georgia 30127  
Attn: City Manager

To Escrow Agent: 1499, Inc.  
326 Roswell Street, Suite 100  
Marietta, GA 30060  
Attn: Eldon L. Basham, Vice President

Each notice may also be served by personal service addressed as hereinabove provided. Each party hereto, by notice to the other, shall have the right at any time to change its address for notice purposes hereunder by designating some other address(es) within the United States of America.

6. **No Conflict.** Nothing contained herein shall be interpreted as a conflict, so as to restrain the firm of Moore Ingram Johnson & Steele, LLP, from acting as closing attorney, disbursing Escrow Funds out of the Moore Ingram Johnson & Steele, LLP escrow account after release from 1499, Inc., or from representing any of the parties hereto, in this or any other matter.

7. **Successors and Assigns.** This Agreement shall apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective successors and assigns, to the same extent as is specified throughout this Agreement.

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties agree that an electronic copy signed by the parties shall constitute an original.

9. **Time of the Essence.** Time is of the essence of this Agreement.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the date first above written.

**CITY: CITY OF POWDER SPRINGS, GEORGIA**

By: \_\_\_\_\_  
**AL THURMAN, MAYOR**

**OWNER: ARBOR RIDGE PROPERTIES, LLC**

By:  \_\_\_\_\_  
**MITCH MORRIS, MEMBER**

(Escrow Agents Signature on Next Page)

ESCROW AGENT'S SIGNATURE PAGE TO ESCROW AGREEMENT by and among ARBOR  
RIDGE PROPERTIES, LLC ("Owner"), CITY OF POWDER SPRINGS, GEORGIA ("City"), and  
1499, INC. ("Escrow Agent") DATED \_\_\_\_\_, 2017,

**ESCROW AGENT:  
1499, INC.**

By:   
\_\_\_\_\_

**Eldon L. Basham, Vice President**