

results matter

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BURR.COM

May 5, 2016

VIA EMAIL & VIA U.S. MAIL

Raymond Rascher
6960 Hunters Knoll
Sandy Springs, GA 30328

Ross McClellan
7020 Hunters Knoll
Sandy Springs 30328

Trisha Thompson
President
Sandy Springs Council of Neighborhoods, Inc.
145 River North Drive NW
Sandy Springs, GA 30328-1111

Re: Settlement Agreement Dated May 24, 2002 and Related Lot Owner Agreements

Dear Trisha and Gentlemen:

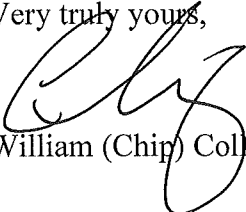
Enclosed herewith are copies of the fully-executed documents relating to the completion of the owner obligations under the above-referenced agreements:

1. Statement of Performance; and
2. Indemnification Agreements and Release Agreements.

Except for the continuing and future obligations set forth in the Statement of Performance, the settlement is now complete. Thank you for your cooperation in getting this matter wrapped up.

Feel free to call me should you have any question or concerns.

Very truly yours,



William (Chip) Collins, Jr.

WCC/jma
Enclosures
cc: Leonard Wood
Charlie Roberts

STATEMENT OF PERFORMANCE

The entities and individuals listed below are executing this Statement of Performance to clarify the status of performance by DRI/Maple Perimeter, L.L.C., d/b/a Trammell Crow Residential ("TCR"), as successor-in-title to Roberts Properties Peachtree Dunwoody, LLC, and Roberts Properties Residential, L.P., under that certain Settlement Agreement dated May 24, 2002, between Ross McClellan, Sandy Springs Council of Neighborhoods, Inc., and Roberts Properties Peachtree Dunwoody, LLC, (the "SSCN Agreement"), and those certain Agreements dated November 18, 2005 (the "Lot Owner Agreements"), between Roberts Properties Peachtree Dunwoody, LLC, and certain individuals owning residential lots adjacent to the real property forming the subject of the SSCN Agreement.

The signatories hereto state the following:

1. The SSCN Agreement resolved two lawsuits arising out of a mixed-use development project planned by Roberts Properties Peachtree Dunwoody, LLC, and Roberts Properties Residential, L.P. (collectively, the "Roberts Companies") for a 9.84-acre tract situated immediately East of the intersection of West Peachtree Dunwoody Road and Peachtree Dunwoody Road (the "Subject Property"). The SSCN Agreement set forth certain obligations of the Roberts Companies to implement landscaping, pay certain monies and adhere to other conditions relative to the development of the Subject Property.
2. By letter dated May 24, 2002, Ross McClellan and Roberts Properties Peachtree Dunwoody, LLC, agreed to amend the obligations under Paragraph 2(n) of the Settlement Agreement. (the "McClellan Agreement").
3. The Lot Owner Agreements were executed to clarify that the lot owners were intended to be beneficiaries of the SSCN Agreement and to amend certain terms of the SSCN Agreement;
4. TCR is the current owner of the Subject Property and has applied to the City of Sandy Springs for the issuance of a land disturbance permit ("LDP") relating to its plans to develop the Subject Property.

5. Some of the individuals who were parties to the Lot Owner Agreements have since sold their properties to individuals who have signed this Statement of Performance and will receive the benefit of TCR's performance under the various agreements referenced herein. A comparison of the lot owners who executed the Lot Owner Agreements to the current lot owners is attached hereto as Schedule "A". Any payments made to lot owners other than the parties to the Lot Owner Agreements will be made only pursuant to a release and indemnification agreement in favor of TCR and the Roberts Companies.

6. Schedule "B" attached hereto accurately states the signatories' understanding of the status of TCR's performance of the obligations of the Roberts Companies' under the SSCN Agreement, as amended, and the Lot Owner Agreements.

7. Any and all obligations of the Roberts Properties Companies or TCR under the SSCN Agreement or the Lot Owner Agreements not set forth on Schedule "B" have been fully performed.

8. The signatories hereto have no objection to the immediate issuance by the City of Sandy Springs to TCR of a land disturbance permit for the Subject Property for TCR's proposed development of the Subject Property.

9. This Statement of Performance is not intended to be a new or binding contract between any of the signatories hereto but is rather intended to state the parties' position on performance under the prior agreements.

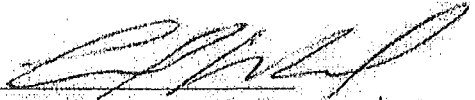
10. Not as a contractual obligation, but rather as a gesture of goodwill towards its neighbors, TCR will make a \$7500 payment for landscaping improvements to Bill Blane (Lot 48) and Kent Wedding (Lot 38), even though they are not parties to or intended beneficiaries of the SSCN Agreement, the McClellan Agreement, or the Lot Owner Agreements, provided that those individuals execute release and indemnification agreements of TCR and the Roberts Properties Companies.

11. The signatories hereto include all of the parties to the agreements represented herein, or the successors-in-title to any parties to the agreements who no longer own the properties forming the subject of the agreements.

12. The individual signatories hereby designate Ray Rascher as their authorized agent authorized to communicate the signatories' approval of any remaining compliance items set forth on Schedule "B".

[Signatures on following pages; remainder of page intentionally left blank]

DRI/MAPLE PERIMETER, L.L.C., d/b/a TRAMMELL CROW RESIDENTIAL

By: 
Print name: Leonard Wood Sr.
Its: Vice-President
Date: 4/20/16

[Faint, illegible text]

[Faint, illegible text]

SANDY SPRINGS COUNCIL OF NEIGHBORHOODS, INC.

By: Patricia Thompson
Print name: PATRICIA THOMPSON
Its: Pres.
Date: 5.2.16

Ross McClellan

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Mary W. Kay

Mary W. Kay

Print name: Mary W. Kay

Date: 4-27-16

Remove fence on rear property line?

Yes/No (Circle)

Lee Sjostrom

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Erin Sjostrom

Print name: _____

Date: _____

Remove fence on rear property line?

Yes/No (Circle)

Christopher Hornby

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Amy Hornby

Print name: _____

Date: _____

Remove fence on rear property line?

Yes/No (Circle)

Raymond E. Rascher

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Joan Simpson

Print name: _____

Date: _____

Remove fence on rear property line?

Yes/No (Circle)

Ross McClellan

Print name: _____
Date: _____

Remove fence on rear property line? Yes/No (Circle)

Mary W. Kay

Print name: _____
Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Lee Sjostrom

Leonard C. Sjostrom

Print name: Leonard C. Sjostrom
Date: April 26, 2016

Remove fence on rear property line? Yes/No (Circle)

*However, we would like
it repaired from
falling tree damage.*

Christopher Hornby

Print name: _____
Date: _____

Remove fence on rear property line? Yes/No (Circle)

Erin Sjostrom

Elizabeth Erin Sjostrom

Print name: Elizabeth Erin Sjostrom
Date: 4/26/16

Remove fence on rear property line?
Yes/No (Circle)

Amy Hornby

Print name: _____
Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Raymond E. Rascher

Print name: _____
Date: _____

Remove fence on rear property line? Yes/No (Circle)

Joan Simpson

Print name: _____
Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Ross McClellan

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Mary W. Kay

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Lee Sjostrom

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

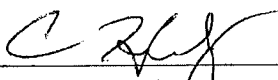
Erin Sjostrom

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Christopher Hornby

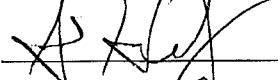


Print name: Chris Hornby

Date: 5/2/16

Remove fence on rear property line? Yes No (Circle)

Amy Hornby

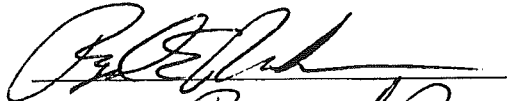


Print name: Amy Hornby

Date: 5/2/2016

Remove fence on rear property line?
Yes No (Circle)

Raymond E. Rascher



Print name: Raymond Rascher

Date: 5/2/2016

Remove fence on rear property line? Yes No (Circle)

Joan Simpson

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Ross McClellan

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Mary W. Kay

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Lee Sjostrom

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Erin Sjostrom

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Christopher Hornby

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Amy Hornby

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Raymond E. Rascher

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Joan Simpson

Joan Simpson

Print name: *Joan Simpson*

Date: *4/26/16*

Remove fence on rear property line?

Yes No (Circle) *Do Not Remove.*

David Berger

David A. Berger

Print name: David A. Berger

Date: April 29, 2016

Remove fence on rear property line? Yes/No (Circle)

Andrea Berger

Andrea Decb Berger

Print name: Andrea Decb Berger

Date: April 29, 2016

Remove fence on rear property line?

Yes/No (Circle)

Jonathan Kropp

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Rachel Selber

Print name: _____

Date: _____

Remove fence on rear property line?

Yes/No (Circle)

Stein Soelberg

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Emily Soelberg

Print name: _____

Date: _____

Remove fence on rear property line?

Yes/No (Circle)

Charles Ross McClellan

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

David Berger

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Andrea Berger

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Jonathan Kropp

Jonathan E Kropp

Print name: Jonathan E Kropp

Date: 4.28.16

Remove fence on rear property line? Yes/No (Circle)

Rachel Selber

Rachel Selber Kropp

Print name: Rachel Selber Kropp

Date: 4.28.16

Remove fence on rear property line?
Yes/No (Circle)

Stein Soelberg

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Emily Soelberg

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Charles Ross McClellan

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

David Berger

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Andrea Berger

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Jonathan Kropp

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)


Rachel Selber

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Stein Soelberg

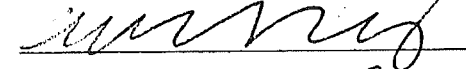


Print name: Stein E. Soelberg

Date: 4/27/2016

Remove fence on rear property line? Yes No (Circle)

Emily Soelberg



Print name: EMILY SOELBERG

Date: 4/27/2016

Remove fence on rear property line?
 Yes No (Circle)

Charles Ross McClellan

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Ross McClellan

C. R. McClellan

Print name: Ross McClellan

Date: May 2, 2016

Remove fence on rear property line? Yes / No (Circle)

Lee Sjostrom

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Christopher Hornby

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Raymond E. Rascher

Print name: _____

Date: _____

Remove fence on rear property line? Yes/No (Circle)

Mary W. Kay

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Erin Sjostrom

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Amy Hornby

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

Joan Simpson

Print name: _____

Date: _____

Remove fence on rear property line?
Yes/No (Circle)

CM
5/2/2016

SCHEDULE A

39	6940 HUNTERS KNOLL	Kay, Gordon	Kay, Mary W
40	6950 HUNTERS KNOLL	Sjostrom, Lee and Erin	Sjostrom, Lee and Erin
41	6960 HUNTERS KNOLL	Valli, Bo and Allison	Rascher, Raymond E
42	6970 HUNTERS KNOLL	Maddox, Trammell and Rebecca	Hornby, Amy & Christopher
43	6980 HUNTERS KNOLL	Simpson, Joan	Simpson, Joan
44	6990 HUNTERS KNOLL	Berger, David and Andrea	Berger, David and Andrea
45	7000 HUNTERS KNOLL	Mullen, Margaret	Kropp Johathan & Rachel Selber
46	7010 HUNTERS KNOLL	Soelberg, Stein and Emily	Soelberg, Stein and Emily
47	7020 HUNTERS KNOLL	McClellan, Ross and Teresa	McClellan Charles Ross

SCHEDULE B

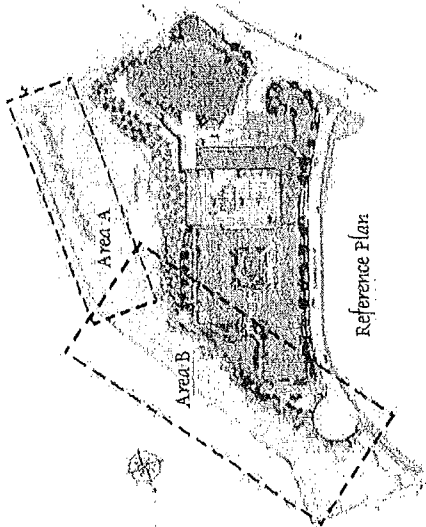
DESCRIPTION	AGRMT	PERFORMANCE STATUS
Install chain link fence	2(a) - SSCN agrmt	Fence has been installed as required. TCR will repairs damage portions of the fence. TCR will remove portions of existing property line fences as directed by homeowners.
Plant creeping foliage along fence	2(b) - SSCN agrmt	Install landscaping in accordance with landscaping plans dated April 13, 2016, and attached hereto as Schedule C.
Designate permanent green space and conservation easement	2(c) -- SSCN agrmt	Greenspace as represented on site plan submitted with LDP application and proposed Conservation Easement complies.
Restrict access to greenspace to 8:00 am to sundown	2(d) -- SSCN agrmt	Continuing obligation. TCR will post signage regarding hours of usage.
75 foot setback for paths as to Lots 45,46, and 47	2(e) -- SSCN agrmt	Setbacks indicated on site plan submitted with LDP application and conservation easement comply.
Plant landscaping in backyards of Lots 39-47 at a cost not to exceed \$7,500	2(f) -- SSCN agrmt and 2005 individual agrmts	Payment to current homeowners of \$7500 within 30 days of issuance of LDP, with indemnifications from homeowner if not the 2005 homeowner
Plant landscaping not to exceed \$15,000 adjacent to portion of parking structure behind Lot 47	2(g) -- SSCN agrmt	Parking structure on site plan no longer adjacent to Lot 47, so provision is no longer applicable. TCR will plant buffering landscaping material between parking deck and homeowners in accordance with landscaping plan dated April 13, 2016.
Plant landscaping not to exceed \$25,000 between Eastern boundary and chain link fence (within 60 days after top out of structures)	2(h) -- SSCN agrmt and Lot Owner agrmts	TCR will plant buffering landscaping material in accordance with landscaping plan dated April 13, 2016.
Provide pedestrian access from Hunter's Crossing Drive to Peachtree-Dunwoody Rd./W. Ptree-Dunwoody	2(j) -- SSCN agrmt	Within 30 days following City's removal of road stub on Hunter's Crossing Drive, TCR will remove fence at the end of Roberts Court to allow pedestrian access from the neighborhood to the sidewalk.
Paint wall surface of parking structure behind Lot 47	2(k) -- SSCN agrmt	Parking structure on site plan no longer adjacent to Lot 47, so provision is no longer applicable. Performance is waived.
Exterior lighting directed away from homes	2(l) -- SSCN agrmt	TCR will install parking deck lighting in accordance with option 2 described in the attached lighting plan memo (Schedule D).

SCHEDULE C

TCR

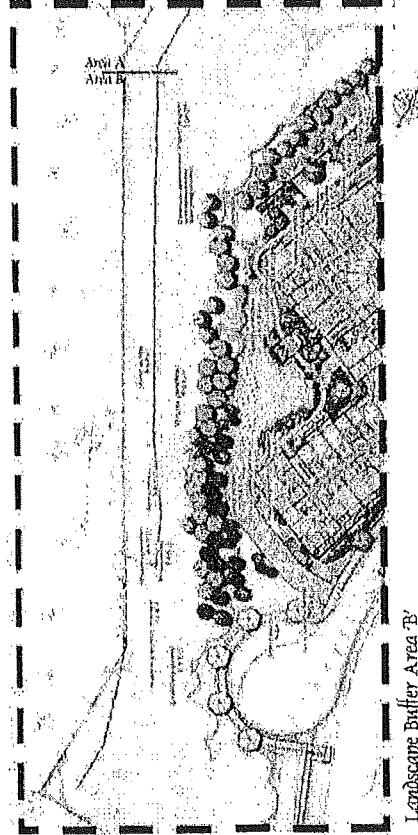
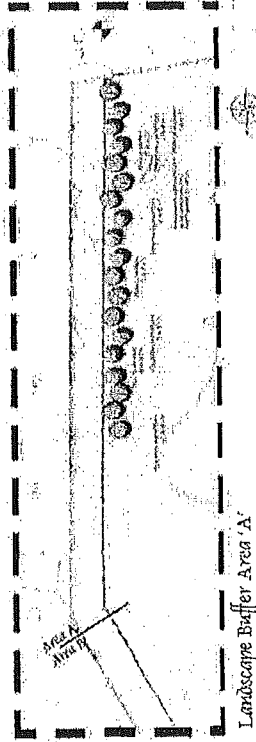
АЛЕХАН

Ресурсы Дипломату



Plant Schedule

Plant Name	Quantity	Notes
...
...
...
...
...
...



Landscape Buffer Plan April 11, 2010

SCHEDULE D

The Lighting design for the Top Parking deck has three different approaches that are aimed to mitigate any possible Light Pollution and Trespass to become a nuisance not only to our tenants but our neighbors as well. We have three possible approaches for the design; all of those designs minimize light trespass (light going to surrounding properties) and ensure a safe and comfortable use of the parking garage. The three designs proposed are the following:

Option 1.

Use 4 - 12ft height poles with LED fixtures (Most Viable).

PROS

- a. Light poles are aligned on the center wall, minimizing the lighting levels on the parking garage top level perimeter.
- b. The top of the parking deck lights were changed from traditional Metal Halide lighting to LED lighting, this change requires a budget increase of approximately 75% for each fixture.
- c. Outdoor LED lighting offers safety and security, but also reduce light trespass that among other reasons is why LEDs are typically the best option.
- d. We picked LED lights that have a more narrow light distribution than the metal halide fixtures. This kind of fixtures helps prevent light spillage onto the adjacent property due to more accurate optic features.
- e. Changing the mounting height from 20ft to 12ft, glare and light trespass are reduced significantly but increases the total number of luminaires (increasing materials and labor cost). Initially we had two metal halide fixtures and have increased the quantity of fixtures to four.
- f. A lower mounting height also allows keeping the lighting fixture away from the line of sight as much as possible to minimize glare to adjacent properties while keeping adequate light level at the parking deck.

CONS

- a. More Expensive installation.

Option 2.

Use a total of 26 wall packs mounted at 3.5FT around the top deck perimeter.

PROS

- a. Minimize light levels on the parking garage top level perimeter.
- b. All light is projected inward, using the walls as barriers.

CONS

- a. It requires a considerable amount of lights mounted 3.5' on the barrier walls.
- b. This layout requires more maintenance.
- c. It is a nuisance to the tenants using this parking garage level because the lighting fixtures will be at the driver's eye level.
- d. Car parked on the perimeter will block the light from the lighting fixtures, making necessary the use of many more fixtures compared to other designs.
- e. There is a possibility of fixtures to be broken due to vandalism or just cars back-parking and hitting the fixtures.

Option 3.

Use a total of 19 fixtures - 8ft height poles and 2 bollards.

PROS

- a. With the lowest mounting height, some of the light sources will be almost out of line of sight from the ground.
- b. The use of bollards allows us to provide light in dark spots to increase safety.

CONS

- a. Requires more pole mounted lights and the use of bollards as well. Lights will be mounted on the center wall and the barrier walls.
- b. This design increases the installation and maintenance cost.
- c. There is going to be more light reflected from the top floor walking surface into the sky due to a higher number of lighting fixtures that need to be utilized.
- d. There is a potential risk of fixtures mounted on the barrier walls to be seen from outside the property.
- e. With the pole mounted fixtures installed so close, there will be "Hot Spots" throughout the top level.

INDEMNIFICATION AGREEMENT

In consideration of the payment by DRI/Maple Perimeter, L.L.C. d/b/a Trammell Crow Residential ("TCR") in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00), the receipt of which is hereby acknowledged, the undersigned hereby agrees to indemnify and hold harmless TCR from any claims, damages, causes of action, or attorney's fees incurred by TCR as a result of or arising out of that certain Agreement dated November 18, 2005, between Roberts Properties Peachtree Dunwoody, LLC, and the owner(s) of the property identified below as of the date of the 2005 Agreement. As an inducement for the payment described above, the undersigned represent and warrant that he/she/they is/are the current owner(s) of record of the property identified below.

Agreed this 2 day of May, 2016.

Raymond Rascher
Name:

[Signature]
Name:

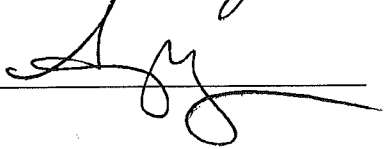
Property Address: 6960 Hunters Knoll

INDEMNIFICATION AGREEMENT

In consideration of the payment by DRI/Maple Perimeter, L.L.C. d/b/a Trammell Crow Residential ("TCR") in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00), the receipt of which is hereby acknowledged, the undersigned hereby agrees to indemnify and hold harmless TCR from any claims, damages, causes of action, or attorney's fees incurred by TCR as a result of or arising out of that certain Agreement dated November 18, 2005, between Roberts Properties Peachtree Dunwoody, LLC, and the owner(s) of the property identified below as of the date of the 2005 Agreement. As an inducement for the payment described above, the undersigned represent and warrant that he/she/they is/are the current owner(s) of record of the property identified below.

Agreed this 27 day of April, 2016.

Chris Hornby 
Name:

Amy Hornby 
Name:

Property Address: 6970 Hunters Knoll

INDEMNIFICATION AGREEMENT

In consideration of the payment by DRI/Maple Perimeter, L.L.C. d/b/a Trammell Crow Residential ("TCR") in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00), the receipt of which is hereby acknowledged, the undersigned hereby agrees to indemnify and hold harmless TCR from any claims, damages, causes of action, or attorney's fees incurred by TCR as a result of or arising out of that certain Agreement dated November 18, 2005, between Roberts Properties Peachtree Dunwoody, LLC, and the owner(s) of the property identified below as of the date of the 2005 Agreement. As an inducement for the payment described above, the undersigned represent and warrant that he/she/they is/are the current owner(s) of record of the property identified below.

Agreed this 30 day of April, 2016.

Maanel Sellar Knapp
Name:

Julia E. Papp
Name:

Property Address: 7000 Hunters Knoll

INDEMNIFICATION AGREEMENT

In consideration of the payment by DRI/Maple Perimeter, L.L.C. d/b/a Trammell Crow Residential ("TCR") in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00), the receipt of which is hereby acknowledged, the undersigned hereby agrees to indemnify and hold harmless TCR from any claims, damages, causes of action, or attorney's fees incurred by TCR as a result of or arising out of that certain Agreement dated November 18, 2005, between Roberts Properties Peachtree Dunwoody, LLC, and the owner(s) of the property identified below as of the date of the 2005 Agreement. As an inducement for the payment described above, the undersigned represent and warrant that he/she/they is/are the current owner(s) of record of the property identified below.

Agreed this 2 day of May, 2016.

Ross Mc Clellan

Name:

C. R. Mc Clellan

Name:

Property Address: 7020 Hunters Knoll

RELEASE AGREEMENT

In consideration of the payment by DRI/Maple Perimeter, L.L.C. d/b/a Trammell Crow Residential ("TCR") in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably and unconditionally release(s), remise(s), acquit(s) and forever discharge(s) TCR, Roberts Properties Peachtree Dunwoody, LLC, Roberts Properties, Inc., and their respective allied, affiliated, parent and associated companies and each of their present and former directors, officers, members, partners, employees, attorneys and agents and their predecessors, successors and assigns from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and legal expenses) of any kind or nature arising out of any acts, omissions, transactions, happenings, violations, promises, contracts, fraud, agreements, facts or situations, whether known or unknown, that occurred or existed at any time up to and including the date of execution of this document. As an inducement for the payment described above, the undersigned represent and warrant that he/she/they is/are the current owner(s) of record of the property identified below.

Agreed this 2 day of May, 2016.

Ronald Kent Wedding, Jr. 
Name:

Jody V. Wedding Jody V. Wedding
Name:

Property Address: 6930 Hunters Knoll

RELEASE AGREEMENT

In consideration of the payment by DRI/Maple Perimeter, L.L.C. d/b/a Trammell Crow Residential ("TCR") in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably and unconditionally release(s), remise(s), acquit(s) and forever discharge(s) TCR, Roberts Properties Peachtree Dunwoody, LLC, Roberts Properties, Inc., and their respective allied, affiliated, parent and associated companies and each of their present and former directors, officers, members, partners, employees, attorneys and agents and their predecessors, successors and assigns from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and legal expenses) of any kind or nature arising out of any acts, omissions, transactions, happenings, violations, promises, contracts, fraud, agreements, facts or situations, whether known or unknown, that occurred or existed at any time up to and including the date of execution of this document. As an inducement for the payment described above, the undersigned represent and warrant that he/she/they is/are the current owner(s) of record of the property identified below.

Agreed this 2 day of May, 2016.

Ross McClellan

Name:

C. R. McClellan

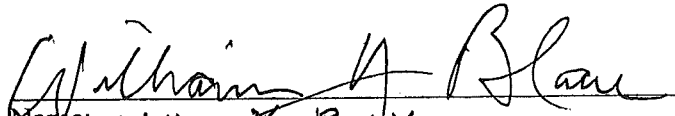
Name:

Property Address: 7020 Hunters Knoll

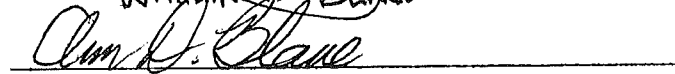
RELEASE AGREEMENT

In consideration of the payment by DRI/Maple Perimeter, L.L.C. d/b/a Trammell Crow Residential ("TCR") in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00), the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby irrevocably and unconditionally release(s), remise(s), acquit(s) and forever discharge(s) TCR, Roberts Properties Peachtree Dunwoody, LLC, Roberts Properties, Inc., and their respective allied, affiliated, parent and associated companies and each of their present and former directors, officers, members, partners, employees, attorneys and agents and their predecessors, successors and assigns from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and legal expenses) of any kind or nature arising out of any acts, omissions, transactions, happenings, violations, promises, contracts, fraud, agreements, facts or situations, whether known or unknown, that occurred or existed at any time up to and including the date of execution of this document. As an inducement for the payment described above, the undersigned represent and warrant that he/she/they is/are the current owner(s) of record of the property identified below.

Agreed this 2 day of MAY, 2016.



Name: William A. Blane



Name:

Property Address: 1030 Hunters Knoll