

ESTOPPEL CERTIFICATE
(PERMANENT NON-EXCLUSIVE ACCESS AND PARKING EASEMENT AGREEMENT)

October ____, 2025

Emory University (“**Buyer**”)
 c/o Emory Univ. Office of Real Estate Services
 100 Water Tower Place
 Building A, Suite 115
 Atlanta, Georgia 30322

Re: Permanent Non-Exclusive Access and Parking Easement Agreement dated and recorded May 15, 2023, as Document No. 2023-034651 (Deed Book 30812, Page 504) in the DeKalb County, Georgia Recorder’s office (“Easement”), encumbering the Parking Easement Area.

Ladies and Gentlemen:

Reference is hereby made to the Easement. Words and terms not otherwise defined herein shall have the same meaning ascribed to such words and terms as in the Easement. The undersigned, City of Dunwoody, Georgia, as grantee under the Easement, does hereby state, to the best of the undersigned’s knowledge, that:

- (i) the City has not given any notice to Grantor of any default by Grantor under the Easement that remains uncured, and there is no such defaults of which notice has been given and which remain uncured;
- (ii) to the knowledge of the City, the Easement has not been supplemented, modified or amended in any way; and
- (ii) to the knowledge of the City, the Easement is in full force and effect as of the date first written above.

The undersigned understands and acknowledges that Buyer and its successors, assigns and lenders are relying upon the representations contained herein in the purchase and financing of the Property.

Best regards,

THE CITY OF DUNWOODY, GEORGIA,
 a municipal corporation of the State of Georgia

By: _____
 Name: _____
 Title: _____

After recording return to:
Calloway Title and Escrow, LLC
4170 Ashford Dunwoody Rd. Ste. 525
Atlanta, GA 30319
2-38849

AFTER RECORDING RETURN TO:
Andrew H. Meyer, Esq.
Mozley, Finlayson & Loggins LLP
1050 Crown Pointe Parkway
Suite 1500
Atlanta, Georgia 30338
Tax Parcel ID Nos. 18-344-01-007 & 18-344-01-009

**PERMANENT NON-EXCLUSIVE ACCESS AND PARKING EASEMENT
AGREEMENT**

THIS PERMANENT NON-EXCLUSIVE ACCESS AND PARKING EASEMENT AGREEMENT ("Agreement") dated as of the 15th day of March, 2023, by and among SHG DUNWOODY, LLC, a North Carolina limited liability company, its successors and assigns (collectively, "Grantor"), and the CITY OF DUNWOODY, GEORGIA, a municipal corporation of the State of Georgia (the "City"),

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in the City of Dunwoody, Georgia and more particularly described on Exhibit A attached hereto and incorporated herein by reference, having acquired the same from the City (the "Grantor's Property");

WHEREAS, the City is the owner of a public park known as Pernoshal Park consisting of approximately 5.5897 acres, located adjacent to the Grantor's Property, with an address of 4575 North Shallowford Road, Dunwoody, Georgia, and being more particularly described on Exhibit B attached hereto and incorporated herein by reference ("Pernoshal Park"); and

WHEREAS, subject to the terms and limitations of this Agreement, Grantor desires to grant to the City, its patrons, guests, invitees, employees, agents and permittees (collectively, the "City's

Users”), a non-exclusive easement over and upon any parking spaces located on Grantor’s Property from time to time (the “Parking Easement Area”) for purposes of vehicular parking for the City’s Users who are visiting and utilizing Pernoshal Park.

NOW, THEREFORE, in consideration of the mutual grants, covenants and promises contained herein, and of the mutual benefits accruing to each of the parties hereto, their respective heirs, successors, legal representatives and assigns, the parties hereto hereby declare and agree as follows:

1. Easement Grants.

(a) Grantor hereby grants to the City, the non-exclusive right and easement, subject to the terms of this Agreement to use the Parking Easement Area, together with the rights of ingress, egress, and regress over and upon Grantor’s Property, such easements to be used solely by the City’s Users who are visiting Pernoshal Park, and for no other purpose, without Grantor’s prior written consent.

(b) No person or entity other than a party to this Agreement or their respective successor or assign shall have the right to enforce the provisions of this Agreement.

2. Maintenance of Parking Easement Area. The paved parking lot(s), drive aisles, and paved entrance, along with related improvements located within the Parking Easement Area (the “Easement Improvements”), shall be maintained in good condition and repair, or replaced, as reasonably determined, by Grantor. Each party shall be solely responsible for any repair costs of damage resulting from the negligence or willful misconduct of the respective owner or tenant, or by any agent, employee, customer, guest or invitee of such owner or tenant. For purposes of the preceding sentence, normal wear and tear shall not, in and of itself, constitute damage. In the event extraordinary maintenance is required due to the City or City’s Users’ presence in the Parking Easement Area (e.g. excessive littering of the Parking Easement Area by the City’s Users subsequent to an event at Pernoshal Park), the City shall, upon demand by Grantor, reimburse Grantor for one hundred percent (100.00%) of the Costs incurred by Grantor for such extraordinary maintenance. Further, the City agrees to take reasonable steps to ensure the Parking Easement Area is kept clean and free of litter, trash and rubbish caused by the City’s Users.

3. Terms and Conditions. This Agreement is subject to the following terms, covenants and conditions:

(a) The purpose of the easement is to allow City to provide parking, free of charge, to Pernoshal Park visitors; provided, however, City acknowledges and agrees that its right to utilize the parking spaces located in the Parking Easement Area shall be limited to hours outside the Grantor, or its tenants’, normal business hours as designated by Grantor from time to time. The Grantor acknowledges and agrees that the City’s Users shall have the irrevocable right to use the Parking Easement Area after 6pm on weekdays, and during Pernoshal Park hours on weekends and holidays (when the businesses located on the Grantor’s Property are closed for such holidays).

(b) Grantor may, subsequent to the execution of this Agreement, increase, eliminate, reduce or relocate the number of parking spaces within the Parking Easement Area; however

Grantor shall not cause the number of parking spaces to be materially reduced from the number existing on the Property at the time of execution of this Agreement without the prior written consent of City, which consent shall not be unreasonably withheld. For the avoidance of doubt, the number of parking spaces can be reduced during periods of construction or repair as more fully set forth in Section 4 below.

(c) Grantor shall not be obligated to police or monitor the Parking Easement Area, nor shall Grantor be required to tow any vehicles from the Parking Easement Area at any time. Provided, however, Grantor shall have the right to tow vehicles from the Parking Easement Area, in the event Grantor determines that such vehicles are present in the Parking Easement Area in violation of the terms and conditions of this Agreement.

(d) The City and City's Users' use of the Parking Easement Area shall at all times be in accordance with all laws, ordinances and regulations pertaining thereto. Under no circumstances shall the City or City's Users' use of or operations within the Parking Easement Area result in a nuisance to the Grantor's Property, the improvements thereon or the occupants, invitees or employees thereof, nor result in a material interference with Grantor's use, occupancy or operations within the Grantor's Property. The City agrees that the Grantor has the right to erect signage within the Parking Easement Area detailing the terms and conditions of this Agreement. Further, upon consent of the City, which consent shall not be unreasonably withheld or delayed, the Grantor may impose reasonable rules and regulations with respect to parking on Grantor's Property and the City acknowledges and agrees that the following, though not an exhaustive list, are prohibited in the Parking Easement Area: tailgating, picnic activities, loitering, consumption of alcoholic beverages, movie production parking, oversized motor vehicles, and littering.

(e) The City shall maintain or cause to be maintained, with third party insurance carriers reasonably acceptable to Grantor and authorized to do business in Georgia, the following coverage:

- (i) Commercial General Liability. Bodily injury and property damage liability insurance protecting City from claims of bodily injury or property damage which arise from the City and City's Users' presence within the Parking Easement Area. The amounts of such insurance shall not be less than \$2,000,000 bodily injury and property damage liability each occurrence/aggregate. This insurance shall include coverage for contractual liability assumed under the indemnity provision of this Agreement. To be included in Comprehensive General Liability is Broad Form Property Damage Coverage.
- (ii) All insurance required to be maintained by the City hereto shall name the Grantor and Grantor's tenants as additional insureds. Certificates of such insurance will be furnished to Grantor upon request and shall contain provisions that Grantor be given at least thirty (30) days written notice of any intent to amend or terminate by the City, or the insuring company.

4. Temporary Closures. The City acknowledges and agrees that during periods of construction or repair, Grantor shall have the right to temporarily fence, block and/or secure, some

or all of Grantor's Property based upon reasonable safety considerations, and that during such periods, the City's rights under this Agreement shall be suspended; provided that Grantor shall provide the City at least ten (10) days' advance notice of any closures unless such closure is based on emergency or unforeseen dangers which unexpectedly arise. The Grantor agrees that it shall make reasonable efforts to limit complete closure of the Parking Easement Area during periods of construction or repair.

5. **Indemnities.** To the extent allowed by law, the City hereby agrees to indemnify and save harmless Grantor, and Grantor's tenants, from and against any and all claims, demands and actions arising from this Agreement and/or the use by the City or City's Users of the Parking Easement Area, and from and against any and every suit, action or proceeding to enforce any such damage, claim or action, and from any and all loss, costs, damages and attorneys' fees and expenses which it may at any time suffer or incur as a result thereof.

6. **Easement Term.** For purposes of this Agreement, the access and parking easements shall be permanent and encumber the Grantor's Property in perpetuity until released by the joint agreement of the parties or their heirs, assigns or successors in interest.

7. **Defaults.** An "Event of Default" or "default" shall mean, wherever used in this Agreement, any failure by one or more of the parties hereto to observe and perform any covenant, condition or agreement in this Agreement on its part to be observed or performed and the lapse of a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, given to such party by the other party, provided, that if such default cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the defaulting party shall within a reasonable period of receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch.

7. **Remedies.** If there is an Event of Default by a party, the non-defaulting party hereunder shall each be entitled to all rights and remedies at law or in equity, including specific performance and injunctive or other equitable relief, notwithstanding availability of an adequate remedy at law. The prevailing party in any action to enforce this Agreement shall recover as part of its costs, reasonable attorneys' fees and court costs and interest on funds expended by the prevailing party to cure such default by another party.

8. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication to the general public for any public use or purpose whatsoever, it being the intent of the parties that this Agreement shall be limited to and for the purposes herein expressed.

9. **Miscellaneous.**

(a) **Notices.** Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, overnight delivery return receipt requested, or delivered personally.

City: City of Dunwoody, Georgia
 Attn: City Manager
 4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
 Eric.Linton@dunwoodyga.gov

With a copy to: City of Dunwoody, Georgia
 Attn: City Attorney
 4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
 kbernard@sherrodandbernard.com

Grantor: Joseph S. Joseph, Jr.
 c/o Summit Healthcare Group, LLC
 4244 Goodyear Drive
 Winston-Salem, NC 27104
 jjoseph@summithg.com

With a copy to: Barbara R. Christy, Esq.
 Adrienne F. Edmonds, Esq.
 Schell Bray
 230 North Elm Street
 Suite 1000
 Greensboro, NC 27401
 BChristy@schellbray.com
 AEdmonds@schellbray.com

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this Section. Notices shall be deemed delivered on the date sent if addressed as set forth herein.

(b) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors and assigns, and the other Benefitted Parties.

(c) Assignment. The Easement granted herein is personal to the Grantee; Grantee may not assign this Easement, in whole or in part, without the prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion.

(d) Estoppel. Within fifteen (15) days after written request from time to time by either party, the requested party shall issue to the requesting party, to a prospective or existing lender of requesting party, or to a prospective successor in title to such requesting party, an estoppel certificate stating:

- (i) Whether the party to whom the request has been directed has given any notice to the requesting party of any default by such requesting party under this Agreement that remains uncured, and if there are such defaults of which notice has been given and which remain uncured, specifying the nature thereof;
- (ii) Whether to such party's knowledge this Agreement has been supplemented, modified or amended in any way (and if it has, then stating the nature thereof); and
- (iii) That to such party's knowledge this Agreement as of that date is in full force and effect.

(e) Force Majeure. The parties' respective obligations hereunder, expressly excluding any payment obligations, are subject to extension of the time for performance by the reasonable delays caused by or resulting from casualty, unusual inclement weather, unusual governmental delays, strikes, labor disturbances, unusual materials unavailability or shortages, events of God, or other events beyond the reasonable control of the party whose performance is in question, excluding financial difficulty or inability.

(f) Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(g) Amendments, Changes and Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the parties hereto and their successors or assigns.

(h) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(i) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.


(j) Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(k) Relationship of the Parties. No express or implied term, provision or condition of this Agreement shall be deemed to constitute the parties as partners or as joint venturers.

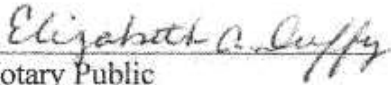
[Remainder of Page Intentionally Left Blank. Signature Pages Follow]

IN WITNESS WHEREOF, Grantor and City have caused this Agreement to be signed and sealed by their duly authorized representatives on the dates written below.

Signed, sealed and delivered
In the presence of:



Witness

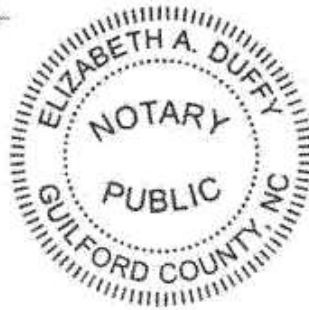


Notary Public

Commission Expiration Date:

June 21, 2024

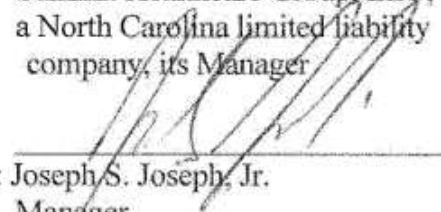
[NOTARY SEAL]



GRANTOR:

SHG Dunwoody, LLC,
a North Carolina limited liability company

By: Summit Healthcare Group, LLC,
a North Carolina limited liability
company, its Manager

By: 

Name: Joseph S. Joseph, Jr.
Title: Manager

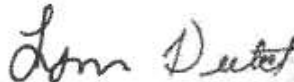
IN WITNESS WHEREOF, the City has signed and sealed this Agreement, the day and year first above written.

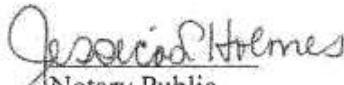
CITY:

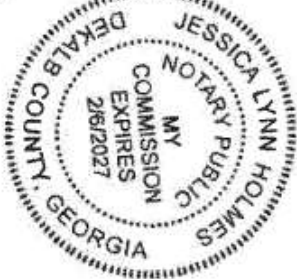
Signed, sealed and delivered
in the presence of:


Witness

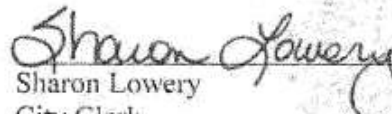
THE CITY OF DUNWOODY, GEORGIA, a
municipal corporation of the State of Georgia


By: Lynn Deutsch (SEAL)
Its: Mayor


Notary Public



Attest:

By:  (SEAL)
Its: Sharon Lowery
City Clerk

[AFFIX CORPORATE SEAL]

Read and Approved:



By: Kenneth R. Bernard, Jr. (SEAL)
Its: City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

EXHIBIT "A"

All that tract or parcel of land lying and being in the City of Dunwoody in Land Lot 344 of the 18th District, Dekalb County Georgia and being more particularly described as follows.

Beginning at a 5/8-inch rebar set at the north side of the future mitered intersection of the eastern right of way of North Shallowford Road having an future variable right of way and the southern right of way of Pernoshal Court having a future variable right of way and thence run along said future right of way North 47 degrees 54 minutes 38 seconds East, a distance of 167.71 feet to a point; thence continue along a curve to the right, said curve having an arc length of 50.97 feet with a radius of 261.94 feet, being subtended by a chord bearing of North 53 degrees 29 minutes 03 seconds East, a distance of 50.89 feet to a 5/8 inch rebar set; thence continue along said future right of way North 40 degrees 16 minutes 09 seconds West, a distance of 9.75 feet to a 5/8"rebar set on the existing right of way of Pernoshal Court; thence continue along a curve to the right, said curve having an arc length of 47.67 feet with a radius of 271.56 feet, being subtended by a chord bearing of North 63 degrees 45 minutes 14 seconds East, a distance of 47.61 feet to a 5/8 inch rebar set; thence continue along a curve to the right, said curve having an arc length of 104.87 feet with a radius of 271.56 feet, being subtended by a chord bearing of North 79 degrees 50 minutes 49 seconds East, a distance of 104.22 feet to a 5/8 inch rebar set; thence continue South 89 degrees 05 minutes 22 seconds East, a distance of 165.15 feet to a 5/8 inch rebar set; thence along a curve to the right, said curve having an arc length of 236.91 feet with a radius of 542.96 feet, being subtended by a chord bearing of South 76 degrees 35 minutes 22 seconds East, a distance of 235.04 feet to a 5/8 inch rebar set; thence continue South 64 degrees 05 minutes 22 seconds East, a distance of 8.34 feet to a 5/8 inch rebar set; thence leaving said right of way and run South 24 degrees 26 minutes 29 seconds West, a distance of 176.50 feet to a 5/8 inch rebar set; thence South 24 degrees 39 minutes 37 seconds West, a distance of 150.58 feet to a 5/8 inch rebar set; thence North 89 degrees 27 minutes 51 seconds West, a distance of 259.98 feet to a 5/8 inch rebar set; thence South 61 degrees 35 minutes 34 seconds West, a distance of 155.66 feet to a 5/8 inch rebar set on the future right of way of North Shallowford Road; thence run along said future right of way North 39 degrees 58 minutes 49 seconds West, a distance of 268.63 feet to a 5/8 inch rebar set on the south sid of said future miter; thence run along said future miter North 01 degrees 00 minutes 37 seconds East, a distance of 35.02 feet to a 5/8 inch rebar set and the Point of Beginning.

Said tract or parcel contains 4.726 Acres.

EXHIBIT B

LEGAL DESCRIPTION OF PERNOSHAL PARK

EXHIBIT B
Pernoshal Park
Tax Parcel 18-334-01-003

Being all that tract or parcel of land, lying and being in Land Lot 344, of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

Beginning for the same at a 1" crimp top pipe found at the common corner of Land Lots 344, 345, 352 and 353 of the aforesaid District; thence, leaving the said Point of Beginning and running along the northern line of said Land Lot 344 and the property now or formerly owned by DeKalb-Lake Ridge, LLC, as described in a deed recorded among the Land Records of DeKalb County, Georgia in Deed Book 17650, Page 759, North 89° 50' 23" East, 838.08 feet to a 1/2" rebar found; thence, leaving the northern line of Land Lot 334 and running along the property now or formerly owned by Atlanta Healthcare Management LTD, as described in deed recorded among the aforesaid Land Records in Deed Book 10472, Page 794, South 10° 40' 06" West, 250.69 feet to the northerly Right of Way Line of Pernoshal Court (having a 60 feet wide right of way); thence, running along the said line of Pernoshal Court the following courses and distances, 88.27 feet along the arc of a curve deflecting to the left, having a radius of 602.96 feet and a chord bearing and distance of North 84° 55' 27" West, 88.19 feet; thence, North 89° 07' 05" West, 165.15 feet; thence, 248.83 feet along the arc of a curve deflecting to the left, having a radius of 331.56 feet and a chord bearing and distance of South 69° 22' 55" West, 243.03 feet to an "X" Scribe found; thence, South 47° 52' 55" West, 197.09 feet to the northeasterly Right of Way Line of North Shallowford Road (having an 80 feet wide right of way); thence, running along the said line of North Shallowford Road, 244.34 feet along the arc of a curve deflecting to the left, having a radius of 2,071.45 feet and a chord bearing and distance of North 45° 16' 42" West, 244.20 feet; thence, leaving the aforesaid line of North Shallowford Road and running along the westerly line of aforesaid Land Lot 344 and along the aforesaid property of Dekalb-Lake Ridge, LLC, North 01° 44' 14" East, 279.73 feet to a 1" crimp top pipe, and the Point of Beginning.

Containing 243,490 square feet or 5.5897 Acres of land, more or less.

Property is subject to all easements and rights of way recorded and unrecorded.