

**Summary: Shared Parking Arrangement between 32 Irby Ave and 34  
Irby Ave, Atlanta, GA 30305**

10-5-2011

This document serves to summarize the pending shared parking arrangement between Irish Properties, LLC (“Principal Property”) and Irby, LLC d/b/a Park Bench Tavern (“Off-site Property”).

The Principal Property will be owned and occupied by a veterinary hospital—it is a clinic/office use that will have no boarding, grooming or heavy retail functions. The property is 6,600 square feet. Hours of operation will be 7am to 6pm, Monday through Friday.

The Principal Property currently has eight (8) dedicated parking spaces, whereas per the SPI-9 requirements for a use categorized as “All Other Uses,” the Principal Property would need a minimum of 25 spaces (75% of the minimum required, which is 2 per thousand, or 33 total).

This shared parking agreement would add 20 spaces to the Principal Property’s current eight, to meet requirements (for a total of 28 spaces). The spaces are technically off-site, as the buildings are two separate properties legally, with two separate owners. However, in reality, these two properties are adjacent and part of one cohesive structure.

The Off-site Property is currently a 6,000 square foot bar/tavern, with operating hours from 8:00 pm through 2:30 am Wednesday through Saturday evenings. It has 20 on-site parking spaces which it has agreed to lease to the Principal Property owner.

- a) The Principal Property is located at:
  - a. 32 Irby Ave, Atlanta, GA 30305.
  - b. The principal property owner is Irish Properties, LLC d/b/a Peachtree Hills Animal Hospital
  - c. M. Duffy Jones, Principal Owner. 404-812-9880.  
djones@peachtreehillsvet.com
- b) The Off-site Property is located at
  - a. 34 Irby Ave, Atlanta, GA 30305.
  - b. Owner: First Securities & Exchange Partnership, LLP (Harriet Swann);  
2618 Riverside Drive, Macon, GA 34204
  - c. Current Tenant/Lessee is Irby, LLC d/b/a The Park Bench.
  - d. Larry Hall, Principal Owner, 678-207-8480. [larryhall16@yahoo.com](mailto:larryhall16@yahoo.com)

Approval Letter

This Document states that the Owner of the property at 34 Irby Avenue NW, Atlanta Georgia, 30305, First Securitles & Exchange Partnership, LLP, a Georgia limited liability partnership, approves of the "Agreement to Lease Parking Spaces" dated October 4, 2011 between Irby, LLC and Irish Properties LLC, a Georgia Corporation and doing business as Peachtree Hills Animal Hospital.

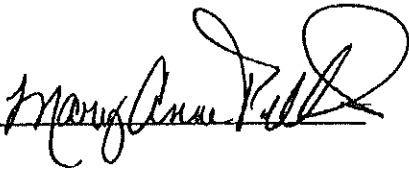
Signed, sealed and Delivered as to Owner

Owner:

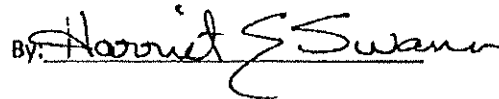
In the presence of:

First Securitles & Exchange Partnership, LLP

Witness:



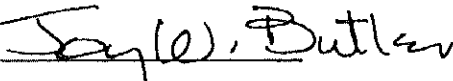
By:



Harriet Swann

2618 Riverside Drive, Macon, Ga, 34204

Notary Public:



My Commission Expires 9/11/13

Approval Letter

This document states that the Owner of the property at 32 Irby Avenue/3106 Early Street, Atlanta, Ga 30305, Irish Properties, LLC, approves of the "Agreement to Lease Parking Spaces" dated October 3, 2011 between Irby, LLC and Irish Properties, LLC and doing business as Peachtree Hills Animal Hospital

Signed, Sealed and Delivered as to Owner

Owner:

In the presence of:

Irish Properties, LLC

Witness: *Mary Jane Nations*

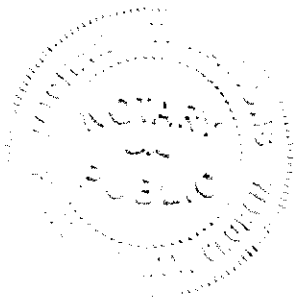
By:



Notary Public

*Michael T Nations*

Michael Duffy Jones, DVM, Manager



MICHAEL T. NATIONS  
NOTARY PUBLIC FULTON COUNTY, GEORGIA  
MY COMMISSION EXPIRES MARCH 10, 2012

## AGREEMENT TO LEASE PARKING SPACES

THIS AGREEMENT TO LEASE PARKING SPACES (this "Agreement"), dated as of October 4, 2011, is entered into by and between Irby, LLC ("Tenant"), and Irish Properties LLC, a Georgia Corporation and doing business as Peachtree Hills Animal Hospital ("Sub-tenant"). Each of Tenant and Sub-tenant may be referred to herein as a "Party" and collectively as the "Parties".

### RECITALS:

**WHEREAS**, Tenant is the Lessee of the Parking Spaces located at 34 Irby Avenue, NW Atlanta, GA (the "Premises");

**WHEREAS**, Sub-tenant desires to lease the Parking Spaces from Tenant, and Tenant desires to lease the Parking Spaces to Sub-tenant; and

**WHEREAS**, the Parties now desire to agree upon certain preliminary terms and conditions under which Sub-tenant shall lease the Parking Spaces from Tenant;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### AGREEMENT:

1. **Demised Parking Spaces:** Twenty (20) parking spaces located at 34 Irby Avenue, NW, Atlanta, GA
2. **Term.** Eight Years and 8 months (beginning November 1, 2011 and ending June 30, 2020
2. **Permitted Use.** Sub-tenant shall have the right to use the Parking Spaces for his business' use from the hours of 7 a.m. to 6 p.m., 7 days a week, 365 days per year.
3. **Rental Payment.** There shall be no rent due from the Sub-tenant to the Tenant for the use of the Demised Parking Spaces.
4. **Successors and Assigns.** Neither Party shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party hereto. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.
5. **Governing Law.** This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Georgia (without giving effect to the principles of conflicts of laws thereof). The Parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court sitting in Fulton County, Georgia.
6. **Expenses.** Each of the Parties shall pay its own expenses in connection with this Agreement and the transactions contemplated hereby, whether or not the transactions contemplated hereby are consummated.
7. **Severability.** If any provision of this Agreement should be held to be void or unenforceable,

In whole or In part, such provision or part thereof shall be treated as severable, leaving valid the remainder of the Agreement.

8. **Amendments; Waivers.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. This Agreement may not be superseded, amended or modified except by written agreement signed by each Party.

9. **Specific Performance.** The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the Parties shall be entitled to specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.

10. **Time of Essence.** Time is of the essence in the performance of each and every term of this Agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiation and discussions, whether oral or written.

12. **Counterparts; Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The facsimile transmission of any original signed counterpart of this Agreement, and the retransmission of any signed facsimile transmission, shall be treated for all purposes as the delivery of an original signed counterpart.

IN WITNESS WHEREOF, the Parties Intending to be legally bound have caused this Agreement to be executed as of the date first set forth above.

Sub-tenant:  
Irish properties LLC

Michael T Nations  
Notary Public

By: [Signature]  
Name: Michael Duffy Jones, Manager

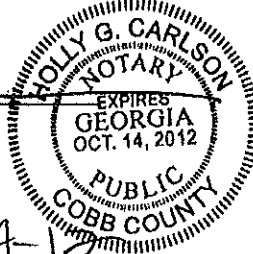
Seal:  
Date of Expiration: 3-10-2012

Notice Address:  
32 Irby Avenue  
Atlanta, GA.30305

MICHAEL T. NATIONS  
NOTARY PUBLIC FULTON COUNTY, GEORGIA  
MY COMMISSION EXPIRES MARCH 10, 2012

Tenant:  
Irby, LLC

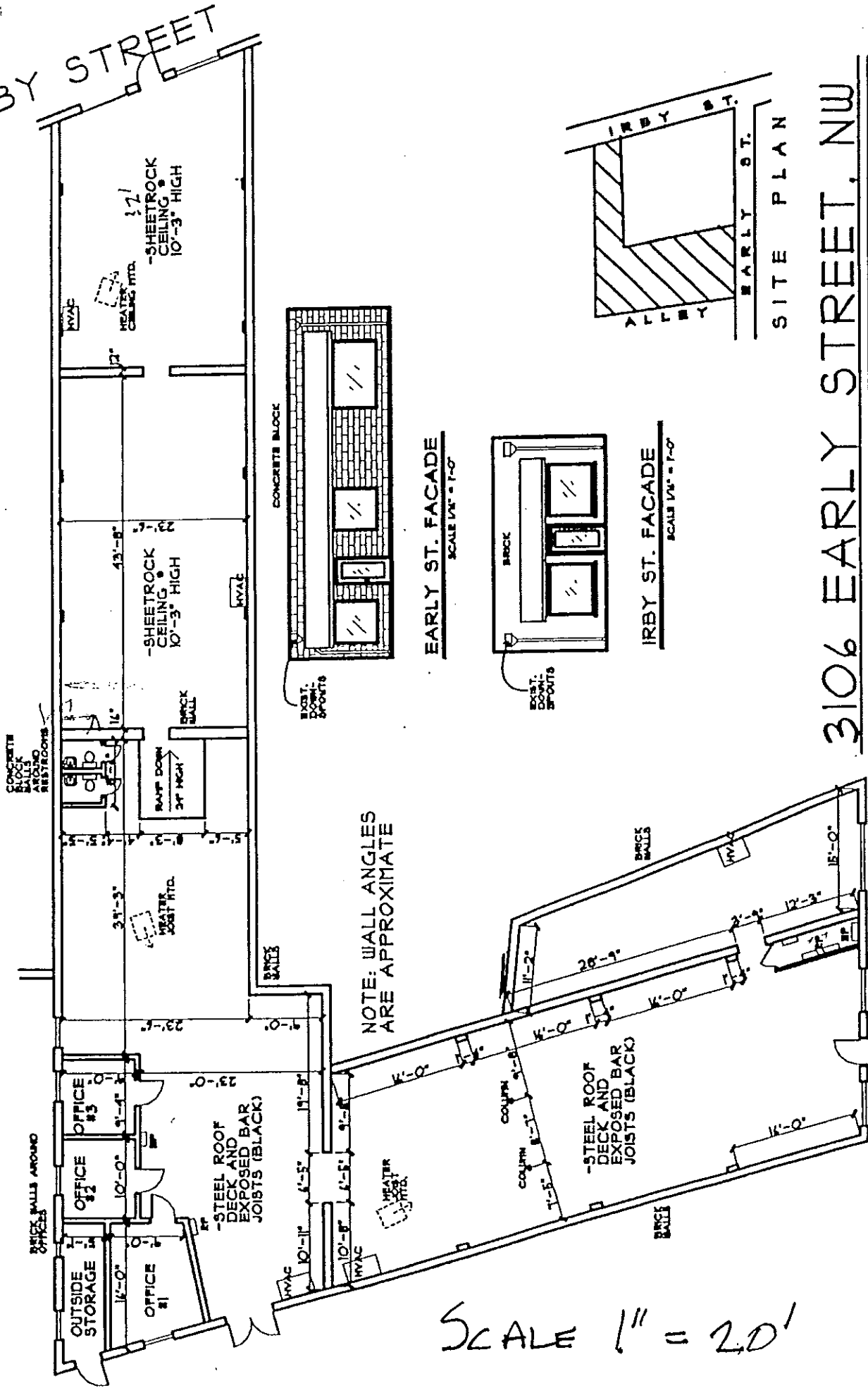
[Signature]  
Notary Public



By: [Signature]  
Name: Larry Hall  
Notice Address:  
4888 Vermack Rd  
Dunwoody, GA. 30338

Seal:  
Date of Expiration: 10-14-12

32 IRBY STREET



NOTE: WALL ANGLES ARE APPROXIMATE

EARLY ST. FACADE  
SCALE 1/4" = 1'-0"

IRBY ST. FACADE  
SCALE 1/4" = 1'-0"

SITE PLAN

SCALE 1" = 20'

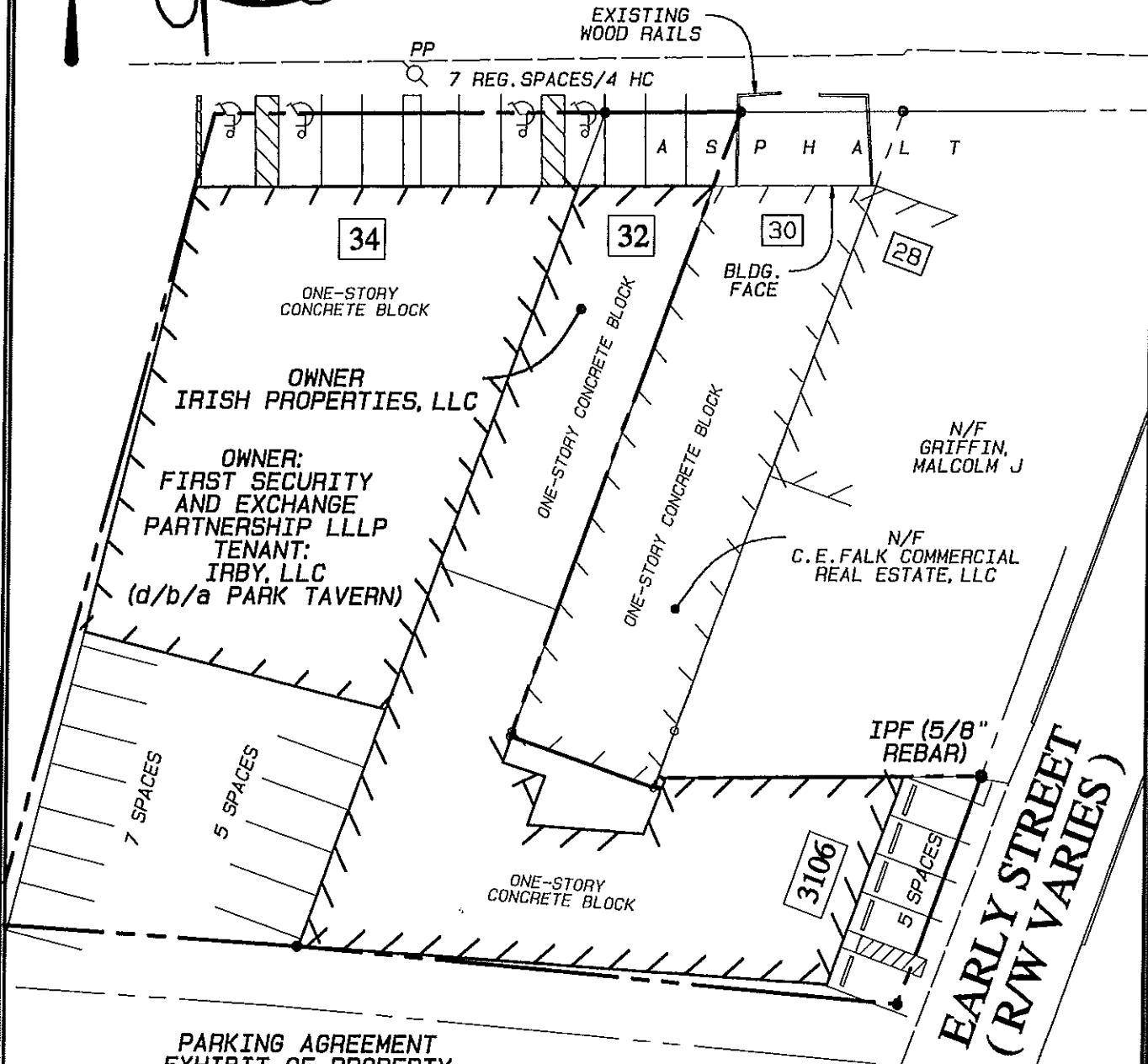
3106 EARLY STREET, NW

EARLY STREET      BRUCE WILSON      WILSON, HULL & NEAL      404-352-1882



SPACES FOR 32 IRBY AVE. = 8  
 SPACES FOR 34 IRBY AVE. = 20  
 TOTAL SPACES AVAILABLE = 28

# IRBY AVENUE (R/W VARIES)



PARKING AGREEMENT  
 EXHIBIT OF PROPERTY  
 BETWEEN:

**IRISH PROPERTIES, LLC &  
 IRBY, LLC (d/b/a PARK TAVERN)**

LAND LOT 99 17th DISTRICT  
 CITY OF ATLANTA  
 FULTON COUNTY, GEORGIA

PREPARED BY:

**URBAN ENGINEERS, INC.**

1904 MONROE DRIVE, NE STE 100  
 ATLANTA, GEORGIA 30324  
 PHONE: (404) 873-5874 FAX: (404) 873-5877

SCALE: 1" = 20'

DATE: 10/05/11



SPACES FOR 32 IRBY AVE. = 8  
 SPACES FOR 34 IRBY AVE. = 20  
 TOTAL SPACES AVAILABLE = 28

# IRBY AVENUE (R/W VARIES)

EXISTING WOOD RAILS

PP  
 7 REG. SPACES/4 HC

A S P H A L T

USE = Bar/Tavern  
 Hours - 8pm  
 2:30am

USE = Veterinary Clinic  
 Hours: 7am-6pm  
 M-F

OWNER: IRISH PROPERTIES, LLC

OWNER: FIRST SECURITY AND EXCHANGE PARTNERSHIP LLLP  
 TENANT: IRBY, LLC (d/b/a PARK TAVERN)

N/F GRIFFIN, MALCOLM J.

N/F C.E. FALK COMMERCIAL REAL ESTATE, LLC

7 SPACES +/- 6,000 SF  
 5 SPACES

ONE-STORY CONCRETE BLOCK

ONE-STORY CONCRETE BLOCK

ONE-STORY CONCRETE BLOCK

IPF (5/8" REBAR)

3106

5 SPACES

EARLY STREET (R/W VARIES)

PARKING AGREEMENT EXHIBIT OF PROPERTY BETWEEN:

+/- 6,600 SF

IRISH PROPERTIES, LLC & IRBY, LLC (d/b/a PARK TAVERN)

PREPARED BY: URBAN ENGINEERS, INC.

LAND LOT 99 17th DISTRICT  
 CITY OF ATLANTA  
 FULTON COUNTY, GEORGIA

1904 MONROE DRIVE, NE STE 100  
 ATLANTA, GEORGIA 30324  
 PHONE: (404) 873-5874 FAX: (404) 873-5877

SCALE: 1" = 20' DATE: 10/05/11



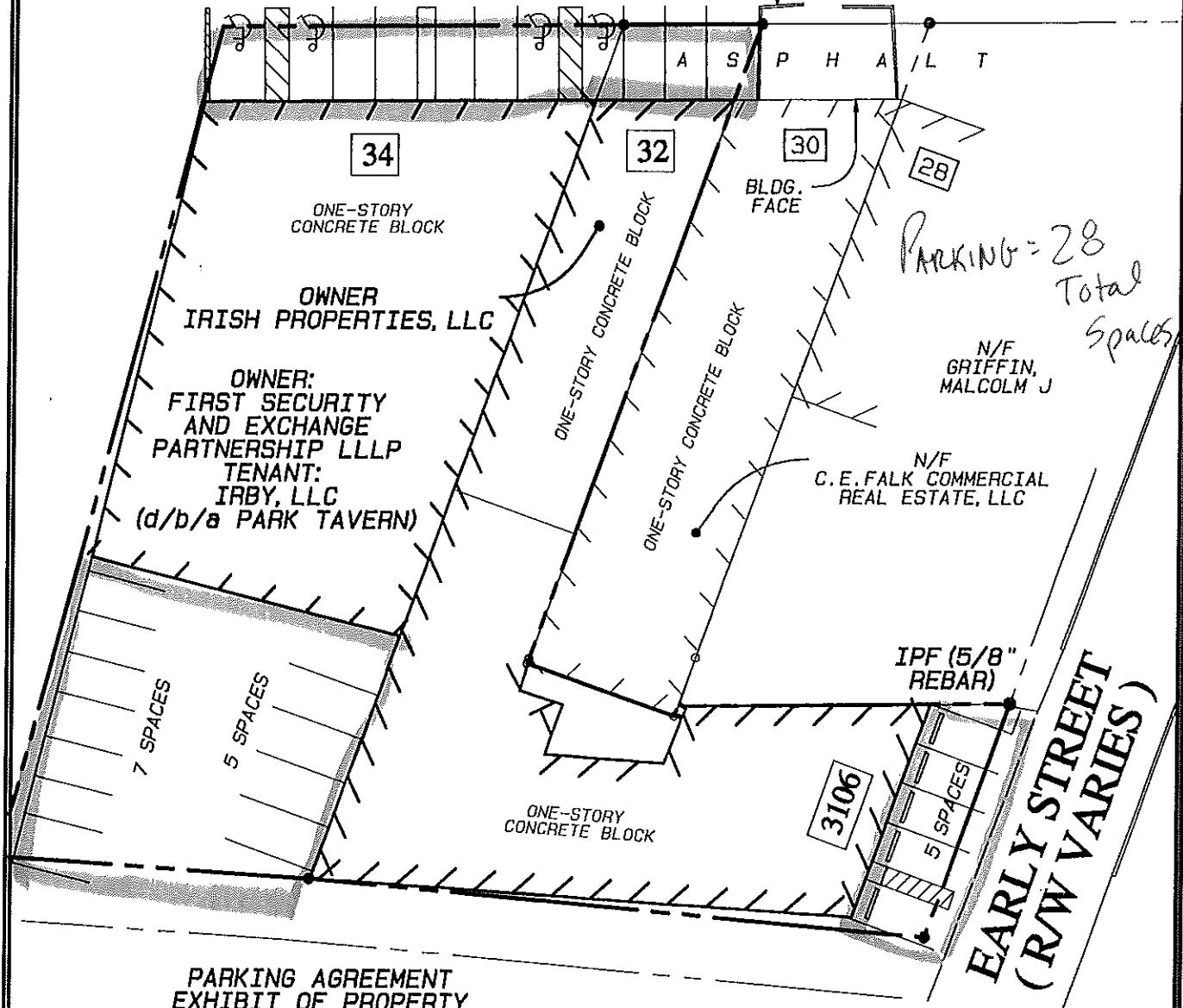


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PP  
 7 REG. SPACES/4 HC



PARKING AGREEMENT  
 EXHIBIT OF PROPERTY  
 BETWEEN:

**IRISH PROPERTIES, LLC &  
 IRBY, LLC (d/b/a PARK TAVERN)**

LAND LOT 99 17th DISTRICT  
 CITY OF ATLANTA  
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 PHONE: (404) 873-5874 FAX: (404) 873-5877

SCALE: 1" = 20' DATE: 10/05/11



**RESERVED  
PARKING**

**YOUR  
CUSTOM  
WORDING  
HERE**

**RESERVED  
PARKING**

**YOUR  
CUSTOM  
WORDING  
HERE**

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