

Application for Special Land Use Permit City of Mableton, Georgia

Application No. S L U P -

PC Hearing Date: May 8, 2025

M&C Hearing Date: May 28, 2025

Applicant Swarm Football Club, LLC Phone # (404) 551-2068
(applicant's name printed)

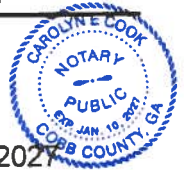
Address 3350 Riverwood Parkway, Suite 725, Atlanta GA 30339 E-mail ehill@swarmfc.com
Moore Ingram Johnson & Steele LLP Emerson Overlook, Suite 100, 326 Roswell Street
J. Kevin Moore Address Marietta, GA 30060
(representative's name, printed)

BY: [Signature] Phone # (770) 429-1499 E-mail jkm@mijs.com
(representative's signature)

Signed, sealed and delivered in presence of:

Carolyn E. Cook
Notary Public

My commission expires: January 10, 2027



Titleholder Cobb Futbol Holdings, LLC Phone # _____ E-mail _____
(titleholder's name, printed)

Signature See Attached Exhibit "A" Address 40 Whitlock Place, S.W., Suite 200, Marietta, GA 30064
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

Notary Public

My commission expires: _____

Present Zoning H1 Size of Tract 14.822+/- Acre(s)

For the Purpose of Soccer Facility

Location Southerly of Marathon Circle and East-West Connector
(street address, if applicable; nearest intersection, etc.) (3598 Marathon Circle)

Land Lot(s) 841, 862 District(s) 19th

We have investigated the site as to the existence of archeological and/or architectural landmarks. I hereby certify that there ~~are~~ are no such assets. If any exist, provide documentation with this application.
to the best of our knowledge, information, and belief.

Swarm Football Club, LLC
By: [Signature]

(applicant's signature)

Esmael Hill, Principal

We have investigated the site as to the existence of any cemetery located on the above property. I hereby certify that there ~~is~~ is not such a cemetery. If any exist, provide documentation with this application.
to the best of our knowledge, information, and belief.

Swarm Football Club, LLC
By: [Signature]

(applicant's signature)

Esmael Hill, Principal

EXHIBIT "A" - ATTACHMENT TO APPLICATION FOR SPECIAL LAND USE PERMIT

Application No.: SLUP-_____ (2025)
Hearing Dates: May 8, 2025
May 28, 2025

Applicant: Swarm Football Club, LLC
Titleholder: Cobb Futbol Holdings, LLC

Tax Parcel Number: 19086200020

COBB FUTBOL HOLDINGS, LLC
a Georgia limited liability company

BY: _____

Simon Davey
Executive Director

Date of Execution: March 26, 2025

Address: 40 Whitlock Place, S.W., Suite 200
Marietta, Georgia 30064

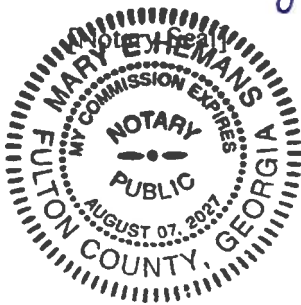
Telephone No.: (678) 876-9261
E-mail: sdavey@ssaelite.com

Signed, sealed, and delivered in the presence of:

Mary E Hemans

Notary Public

Commission Expires: August 7, 2027



RESOLUTION OF COBB FUTBOL HOLDINGS, LLC

THE UNDERSIGNED, being the Executive Director of COBB FUTBOL HOLDINGS, LLC, a limited liability company organized and existing under the laws of the State of Georgia (hereinafter referred to as "Cobb Futbol"), does state as follows:

WHEREAS, Cobb Futbol is the owner of certain real property located southerly of Marathon Circle and the East-West Connector, identified as Tax Parcel No. 19086200020, Land Lots 841 and 862, 19th District, 2nd Section, Cobb County, Georgia, and being more particularly known as 3598 Marathon Circle (hereinafter the "Property" or the "Subject Property"); and

WHEREAS, Cobb Futbol consents to the filing of an Application for Special Land Use Permit of the Property in the City of Mableton, Cobb County, Georgia, and, in connection therewith, Cobb Futbol, as owner, must execute a portion of the Application for Special Land Use Permit and any other ancillary documentation (hereinafter collectively referred to as "Application") to consummate the contemplated filing of the Application, and written documentation is required to authorize the Application and to specifically authorize the execution on behalf of Cobb Futbol of all documents necessary to consummate the filing of the Application; and

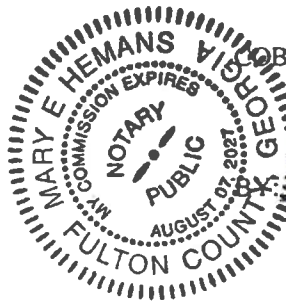
WHEREAS, the undersigned has reviewed and approved the form of the Application and related documents; and

WHEREAS, the undersigned is the Executive Director of Cobb Futbol.

NOW, THEREFORE, BE IT RESOLVED that SIMON DAVEY, as Executive Director of Cobb Futbol, is authorized to execute the aforesaid Application for Special Land Use Permit and any and all other documents necessary or appropriate to file and complete the special land use permit process for the Subject Property on such terms, conditions, and provisions as he deems necessary and appropriate; such execution of any documents being conclusive evidence that SIMON DAVEY deems the terms, conditions, and provisions thereof to be proper and in the best interest of Cobb Futbol.

RESOLVED, FURTHER, that any and all acts of SIMON DAVEY are pursuant to the authority granted to him by Cobb Futbol and are accepted as actions of Cobb Futbol.

IN WITNESS WHEREOF, the undersigned Executive Director of Cobb Futbol Holdings, LLC has hereunto set his hand and seal as of the day and year written below.



Simon Davey
Executive Director

Date Executed: March 26, 2025

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²**(A separate form must be completed by each applicant* - please see definition below)**

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? _____
No, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? No, to the best of our knowledge, information and belief.

If so, describe the relationship and the nature and extent of such interest: Not Applicable.

I certify that the foregoing information is true and correct, this 24th day of March, 2025.

Swarm Football Club, LLC

By: _____

Applicant's Signature

Esmael Hill, Principal

¹If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of City of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action.

Application No.: SLUP-_____

CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?

No.

If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of City of Mableton within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 24th day of March 2025.

Swarm Football Club, LLC

BY: 

Applicant's Signature

Esmael Hill, Principal

¹If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the Mayor and Council of City of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

FOR ML SEE
LB Book 141 Page 3222

Jay C. Stephenson
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

wait

After recording return to:
Calloway Title & Escrow, LLC
Attn: David Dudley 2-14990
4800 Ashford Dunwoody Rd. Ste. 240
Atlanta, Georgia 30338

After Recording Return to:
Chamberlain, Hrdlicka, White, Williams & Martin
191 Peachtree Street, N.E., Ninth Floor
Atlanta, Georgia 30303-1747
Attn: William D. Montgomery, Esq

LIMITED WARRANTY DEED OF GIFT
WITH RESERVED AND APPURTENANT EASEMENTS, RESTRICTIONS AND REVERSION

STATE OF OHIO
COUNTY OF HANCOCK

THIS INDENTURE (the "Gift Deed") is made this 12th day of December, 2003 by
and between:

- (1) **MARATHON ASHLAND PETROLEUM LLC**, an Ohio limited liability company, whose address is 539 South Main Street, Findlay, Ohio 54840-3295, herein called "**MAP**" and "**Grantor**"; and
- (2) **COBB FUTBOL HOLDINGS, LLC**, a Georgia limited liability company, whose address is 4450-A Marietta Street, Powder Springs, Georgia 30127, herein called "**Grantee**";

and all of the above references when used in this instrument shall include their respective heirs, successors and assigns.

BACKGROUND AND STATEMENT OF PURPOSE

- A. MAP owns approximately 81 acres in Land Lots 788, 789, 840, 841, 862 and 863 of the 19th District, 2nd Section of Cobb County, Georgia ("**Powder Springs Complex**") upon 12.68 acres of which MAP operates a petroleum fuel terminal for storage, transportation, distribution, processing or refining of petroleum products ("**Terminal Facilities**").

- B. The Powder Springs Complex is bounded by:
- (a) On the northeast, the south right of way of an 120 foot wide public road known as the East-West Connector ("**Connector**");
 - (b) On the west by the east right of way of a 50 foot wide public street known as Anderson Farm Road ("**Anderson Road**");
 - (c) On the south by a Colonial Pipeline petroleum tank farm and distribution center ("**Colonial Tank Farm**");
 - (d) On the north by a neighborhood shopping center developed by Barry F. O'Neill (the "**Shopping Center**").
- C. The Powder Springs Complex is among other matters burdened and traversed by:
- (a) In an east-west direction a 100 foot wide overhead power line transmission easement (the "**Georgia Power Easement**");
 - (b) In a north-south direction an approximately 50 foot wide underground petroleum pipeline transmission easement (the "**Colonial Pipeline Easement**");
 - (c) In various locations, sanitary sewer, access and detention pond easement areas benefiting the Shopping Center.
- D. MAP is willing to donate the Soccer Tract, as herein defined, by this Gift Deed to the Grantee, pursuant to the bargain sale rules of Treasury Regulation § 1.170A, a portion of the Powder Springs Complex for use as a soccer field complex and the other Permitted Uses (as defined in paragraph E immediately below), it being acknowledged that Grantee may lease the Soccer Tract to Cobb Futbol Club, Inc., a Georgia non-profit corporation (the "**Soccer Club**") for such uses.
- E. Grantee desires to acquire the property conveyed by this Gift Deed in order to develop and use the Soccer Tract (and Grantee shall include all such use restrictions in any lease of the Soccer Tract to the Soccer Club), as herein defined, solely in a manner designed to foster and promote soccer programs and activities, and is willing to restrict the Soccer Tract solely to the following purposes and uses (the "Permitted Uses") in accordance with the terms, conditions, limitations and restrictions set forth in this Gift Deed: (i) soccer and other sports related recreational fields and facilities (outdoor and indoor), (ii) a meeting place (including without limitation office facilities) for Soccer Club's members, directors, officers, staff, employees, volunteers; coaches, trainers and instructors; referees; soccer and other recreational participants and parents of participants; and Soccer Club's invitees in connection with or helpful to the conduct of Soccer Club's soccer/recreational activities or fund raising related to such activities, (iii) training facilities related to soccer and other recreational activities, including without limitation referee training, (iv) storage facilities for supplies, equipment and machinery used in connection with maintenance of the Soccer Tract or in connection with recreational activities conducted on the Soccer Tract, (v) fund raising activities, the proceeds of which are intended to further Soccer Club's non-profit purpose, (vi) vehicle parking for Soccer Club's members, directors, officers, staff, employees, volunteers, coaches, trainers and instructors, referees; soccer and other recreational participants,

parents of participants and other spectators, Soccer Club's invitees in connection with or helpful to the conduct of Soccer Club's soccer/recreational activities or fund raising related to such activities, and construction/maintenance personnel, and (vii) such other purposes as shall be approved by MAP in writing.

- F. MAP, by this Gift Deed, is willing to facilitate the civic, athletic, social and educational purposes of Grantee and the Soccer Club and those who participate in, direct and support its programs and purposes, but only if MAP can be assured that such usage will not conflict with, interfere with, impair or jeopardize: (1) MAP's present and future business operations at the Terminal Facilities or any of the remaining property within the Powder Spring Complex and any further growth and expansion thereof by MAP; (2) the existing rights of others under the Georgia Power Easement, Colonial Pipeline Easement or other easements now affecting the Powder Springs Complex; and (3) the ability of MAP to sell portions of the Powder Springs Complex to third parties for development and uses that are permissible under existing or future zoning applicable thereto.
- G. MAP and the Grantee are also parties to a lease under which approximately 30 acres of the Powder Springs Complex bounded by the Shopping Center, the Terminal Facilities, the Colonial Tank Farm, the Soccer Tract and Anderson Road (the "**Leased Land**") is leased to the Grantee for use and improvement by the Soccer Club in the same manner and for the same purposes as and in conjunction with the Soccer Tract. The Leased Land encompasses a body of water known as Moon Lake, a dam and creeks and drainage tributaries and is traversed by portions of the Georgia Power Easement and Colonial Pipeline Easement.

WITNESSETH:

That Grantor, for and in consideration of the premises and the conditions and restrictions set forth herein and other good and valuable consideration, the receipt whereof is hereby acknowledged, has granted, donated, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, donate, bargain, sell, alien, convey and confirm unto the said Grantee:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 840, 841 and 862 of the 19th District, 2nd Section, Cobb County, Georgia, containing approximately 14.82 acres, and being more particularly described in Exhibit "A" attached to this Gift Deed and made a part hereof (the "**Soccer Tract**").

TO HAVE AND TO HOLD the Soccer Tract, with all and singular the rights, members and appurtenances thereof, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE, subject, however, to those matters described in Exhibit "B" attached hereto and made a part hereof and those matters granted or reserved in this Gift Deed (the "**Permitted Exceptions**").

AND THE GRANTOR will warrant and forever defend the right and title to the Soccer Tract unto the Grantee against the claims of all persons claiming by, through or under Grantor,

except for claims arising under or by virtue of the Permitted Exceptions and those claims, easements, reservations, conditions, restrictions and rights set forth in the paragraphs below.

1. Right of Reversion

Grantor expressly retains and reserves for itself a right of reversion providing for a defeasance of the fee simple title to the Soccer Tract in favor of Grantor so that title thereto shall revert in Grantor in the event the conditions subsequent set forth in paragraph A below fail to occur or to have not been performed by Grantee, or its successors, assigns, or successors in title to the Soccer Tract.

A. Grantee by its execution and acceptance of this Gift Deed from Grantor agrees, by the date of June 30, 2004, to obtain a Special Exception Use Permit and Variance from the appropriate office of Cobb County, or other such zoning permits, variances, or approvals required, to allow for the use and improvement of the Soccer Tract as contemplated in this Paragraph 1(A). Satisfaction of this zoning condition shall be conclusively evidenced by delivery to Grantor of zoning hearing minutes, the Special Exception Use Permit, the Variance, or other item(s) from Cobb County showing that the use of the Soccer Tract as contemplated herein has been approved. Grantee by its execution and acceptance of this Gift Deed from Grantor agrees to prepare and deliver within eighteen (18) months from the date of this Gift Deed plans for the design, layout, configuration and size of multiple soccer fields, parking areas, bleachers, lighting systems, irrigation systems and related improvements and amenities which Grantee deems necessary or appropriate to the Soccer Club's uses (the "Soccer Improvements") to be constructed in phases over time on the Soccer Tract and the Leased Land. Grantee covenants with Grantor to cause construction of the initial phase of Soccer Improvements to commence upon the Soccer Tract within thirty-six (36) months from the date of this Gift Deed and to cause the final phase of the Soccer Improvements to be satisfactorily completed no later than sixty (60) months from the date of this Gift Deed.

B. If any of the four conditions subsequent set forth in A above are not timely satisfied, then fee simple title to the Soccer Tract shall revert and revert into Grantor and a defeasance of Grantee's title to the Soccer Tract shall occur.

C. Grantor agrees that construction of the initial phase of Soccer Improvements shall be conclusively presumed to have commenced so that no defeasance in favor of Grantor shall occur if any development permit for the Soccer Improvements is issued by the City of Powder Springs (or such other governmental agency as shall be authorized to issue such development permit) on or before thirty-six (36) months from the date of this Gift Deed.

D. Grantor agrees that issuance by the Grantee of a certificate confirming that not less than three (3) fields located upon the Soccer Tract are playable or issuance of a certificate of occupancy (or its equivalent) for any structures located on the Soccer Tract by the appropriate agency of the City of Powder Springs (or such other governmental agency as shall be authorized to issue such certificate of occupancy) on or before sixty (60) months from the date of the Gift Deed shall be a conclusive and irrebuttable presumption that construction of the Soccer

Improvements have been satisfactorily completed so that no defeasance in favor of Grantor shall occur.

E. Upon satisfaction or occurrence of the condition subsequent set forth in paragraph A, as evidenced by issuance of the certificates described in paragraph C and D, the Grantor's right of reversion with respect to the Soccer Tract shall terminate and be extinguished and no defeasance shall occur and fee simple absolute title to the Soccer Tract shall be vested in Grantee, and Grantee's successors, assigns and successors in title to the Soccer Tract.

F. Grantor agrees that an Affidavit of Title may be filed in the real estate records of Cobb County, Georgia with copies of any permits and certificates attached to evidence and confirm the timely performance of the conditions subsequent. Grantor covenants with Grantee that from time to time upon reasonable notice and written request made to Grantor by Grantee, Grantor shall provide Grantee, any of Grantee's successors in title to the Soccer Tract, their lenders, title insurance companies, lessees or any other parties acquiring an interest in all or part of the Soccer Tract a certificate evidencing and confirming the status of Grantee's performance of the conditions subsequent required of Grantee in this Gift Deed.

2. Reservation of Easements.

Grantor hereby establishes, retains and reserves for the benefit of the remainder of the Powder Springs Complex for so long as Grantor, or its successors or assigns, owns or operates the Terminal Facilities for its business uses and purposes the following easements applicable to the Soccer Tract:

A. A temporary access easement (the "**Reserved Easement**") to go upon the Soccer Tract for any reason or purpose or to engage in any activity required or reasonably necessary to permit Grantor to comply with any ordinance, law, regulation or judicial order regulating or relating to the business of Grantor conducted at the Terminal Facilities. Grantor agrees to provide Grantee with reasonable notice prior to accessing the Soccer Tract pursuant to the Reserved Easement, except in the case of an emergency. Grantor hereby agrees to defend, indemnify and hold Grantee harmless from and against any and all liabilities, claims, losses, damages, costs (including reasonable attorneys' fees actually incurred at billing rates that do not exceed standard hourly billing rates) or penalties that result directly from Grantor's intentional misconduct or grossly negligent acts during Grantor's use of the Reserved Easement.

B. A non-disturbance buffer easement fifty (50) feet in width parallel to and located along the west property line of the Soccer Tract within which no improvements or other amenities (other than portable bleachers) shall be located as part of any Soccer Improvements, but soccer fields within such area shall be permitted; and driveways, walkways, and sidewalks (paved or otherwise) for ingress to and egress from the Soccer Tract and Soccer Improvements shall be permitted within such area, and the cutting of trees, grading and removal of existing fencing shall be permitted within such area.

3. Affirmative Covenants and Restrictions.

Grantee, by its acceptance of this Gift Deed, covenants and agrees for the benefit of Grantor and the Terminal Facilities for so long as the Terminal Facilities are owned or operated by Grantor or any of its successors or assigns that the Soccer Tract shall be subject to the following restrictions, conditions and limitations all of which shall be covenants running with title to the Soccer Tract and shall be binding upon all successors in title to the Soccer Tract for the maximum period permitted by law:

A. The Soccer Tract shall be used solely for the installation of the Soccer Improvements and for the Permitted Uses and for no other purposes and shall be named the Marathon Soccer Complex throughout its continuing use for such purposes; provided, however, such name may be changed by Grantor, in Grantor's sole discretion, or by Grantee with the prior written consent and approval of Grantor.

B. The Grantee, the Soccer Club and its officers and directors covenant not to resist, oppose, object to or seek to enjoin the Grantor's present or future use of the Terminal Facilities or the continuation, expansion or improvement of the Terminal Facilities, and in good faith shall cooperate with and support any efforts to develop, rezone or improve any other portions of the Powder Springs Complex by MAP or any other party.

C. Grantee shall only grant and convey legal, security title to the Soccer Tract to a lender to secure a loan, the proceeds of which shall be limited to financing the cost of constructing, installing and maintaining the Soccer Improvements.

D. Grantee shall expressly prohibit and use its commercially reasonable efforts to restrict all vehicular and pedestrian traffic, ingress and egress to and from the Soccer Tract and the Leased Land via any portion of Anderson Road.

4. Grant of Appurtenant Easements

Grantor does hereby establish, give, grant and convey to Grantee as an appurtenance to the Soccer Tract a non-exclusive easement for ingress and egress (the "**Access Easement**") to and from the Soccer Tract and the East-West Connector, or to the Shopping Center as the case may be, over and across that easement area and route more particularly described in Exhibit "C" attached to this Gift Deed and made a part hereof (the "**Easement Area**") upon the following terms and conditions:

A. The Access Easement is for the purpose of grading, installing, using, maintaining and repairing access driveways, walkways, paths and parking areas, whether dirt, gravel, asphalt, concrete, composition or other similar materials located within the Easement Area needed to provide vehicular and pedestrian ingress and egress to and from the Soccer Improvements and the East-West Connector and to install within the Easement Area such improvements, traffic control signals, signs, devices, lighting, gates, fences, safety and security devices or similar measures designed to facilitate the routing and flow of pedestrian and vehicular traffic or the safe

and secure parking of vehicles to, from and upon the Soccer Tract, and as appropriate to, from and upon the Leased Land.

B. The Access Easement shall be in full force and effect so long as the Soccer Tract and the Soccer Improvements continue to be used for the Permitted Uses, as may be perpetuated and extended by such additional time periods as agreed to by and between Grantor and Grantee pursuant to applicable Georgia law, but shall otherwise terminate at the time such usage ceases.

C. The Access Easement is non-exclusive in character and shall not be used by Grantee or the Soccer Club, its members, coaches, players, guests or invitees in any manner which is prohibited by, in conflict with or violates the terms of any existing easement applicable to the Powder Springs Complex including but not limited to the Georgia Power Easement and the Colonial Pipeline easement.

D. Grantee will not permit any mechanic's or materialman's liens for any labor or material furnished in connection with improvements made within or to the Easement Area, in connection with work of any character performed on the Easement Area by or at the direction of the Grantee; provided however, the Grantee shall have the right to contest the validity of any such lien or the amount thereof, but upon final determination of such issue shall immediately pay and satisfy any judgment rendered and related costs and cause any such lien to be released.

E. Grantee agrees that the construction, reconstruction, repair, maintenance or any work done on the Easement Area in connection with work of any character performed on the Easement Area by or at the direction of the Grantee or the Soccer Club shall (i) not materially interfere with or adversely affect the operation and use of the existing driveways by other parties entitled thereto; (ii) be performed in such a manner and at such a time as will cause a minimum of disruption to the operation of business on the Shopping Center and the Terminal Facilities; and (iii) be at the sole cost and expense of the Grantee.

5. Indemnification and Hold Harmless.

Grantee, by acceptance of this Gift Deed, agrees to indemnify Grantor, its officers, directors, employees and agents and to hold them harmless from any liability arising from or resulting from the activities of Grantee, its officers, directors, members, players, coaches or guests and invitees on the Soccer Tract, the Leased Land or within the Easement Area, including any death, personal injury or property damage or loss, cost, expenses from any cause arising out of Grantee's or the Soccer Club's installation, construction, reconstruction, repair or maintenance, use or operation of the Soccer Improvement or other improvements now or in the future located within the Easement Area.

6. Grantor's Right of First Refusal.

Until Grantor's right is terminated or expires as set forth in D below, neither Grantee nor any approved successor-in-title to the Soccer Tract may sell, transfer or convey any interest in the Soccer Tract to any third party without giving Grantor a right of first refusal to purchase the Soccer Tract upon the following terms and conditions:

A. This right of first refusal is subordinate to, and shall not be triggered by any recorded deed to secure debt in favor of any lender made to secure financing extended in good faith for the Soccer Improvements.

B. If the Grantee or any authorized successor-in-title to Grantee desires to transfer title to the Soccer Tract under circumstances triggering Grantor's right of first refusal, the party proposing to transfer title shall deliver to Grantor written notice of such intent specifying the proposed transferee and all pertinent terms and conditions of the transfer (the "**Bona Fide Offer**"). Any such transfer of title without notice to Grantor as required hereunder, and, if applicable, waiver of Grantor's purchase right, shall be null and void. Grantor shall have sixty (60) business days after receipt of notice to elect whether to exercise its right to purchase the Soccer Tract on the terms and conditions set forth below. If the Grantor fails to make such election, or fails to waive its rights within the sixty (60) business day period, Grantor's right of first refusal shall be deemed waived and Grantee may proceed to transfer the Soccer Tract to the transferee on the terms and conditions specified.

C. If the Grantor elects to exercise its right of first refusal to purchase, it shall do so by delivering written notice of election to the party proposing the transfer within sixty (60) business days of receipt of written notice of the proposed transfer. The party proposing the transfer shall convey the Soccer Tract to Grantor by limited warranty deed (subject only to the Permitted Exceptions set forth in this Gift Deed) within thirty (30) days after the date of receipt of Grantor's notice (the exact date, time and location of the closing of the purchase to be selected by Grantor) in exchange for Grantor's payment to the transferor of an amount equal to the fair market value of the Soccer Tract, which shall be equal to the principal amount of the Bona Fide Offer to purchase the Soccer Tract which triggered the right of first refusal described herein (the "**Reacquisition Price**"). If the title to the Soccer Tract proposed to be conveyed is subject to any defect other than the Permitted Exceptions, MAP, in addition to all other rights and remedies which it may have at law or in equity, may remove such defect and deduct all costs and expense incurred by MAP (including, but not limited to, attorneys' fees) from the amount of the Reacquisition Price. Upon and in exchange for the Soccer Tract conveyance, the Reacquisition Price shall be paid by Grantor in immediately available funds.

D. This right of first refusal automatically shall terminate twenty (20) years after the date of this Gift Deed.

E. Grantor will consent to or approve of any transfer of the Soccer Tract by Grantee to any wholly owned subsidiary of Soccer Club or any successor organization the purposes, uses and goals of which are substantially similar to those of the Soccer Club, and incident thereto waive Grantor's right to purchase. Grantee shall cause the deed transferring title to such subsidiary or successor organization to include the terms and conditions of the right of first refusal in favor of Grantor herein described. Notwithstanding the foregoing, the waiver and subsequent transfer of the Soccer Tract pursuant to this subparagraph 6(E) shall in no way modify, limit, waive or otherwise terminate Grantor's right of first refusal as described herein to any further transfer of the Soccer Tract.

7. Environmental Acknowledgments and Restrictions

A. Acknowledgments: Grantee acknowledges the purchase of real property such as the Soccer Tract involves the risk petroleum hydrocarbons, solid wastes, hazardous wastes, or hazardous substances may be present on such real property. Grantee acknowledges that the presence of petroleum hydrocarbons, solid wastes, hazardous wastes, or hazardous substances on the Soccer Tract may interfere with the Grantee's use and enjoyment of the Soccer Tract, establish Grantee's liability for environmental remediation under federal, state, and local law, personal injury, and property damages relating to such materials if being released to the Soccer Tract, and diminish the value of the Soccer Tract. Grantee acknowledges it has had an opportunity to investigate the condition of the Soccer Tract and accepts liability for the presence, if any, of petroleum hydrocarbons, solid wastes, hazardous wastes, or hazardous substances now on the Soccer Tract.

B. Grantee's Responsibilities: Grantee shall be liable for any and all Environmental Contamination now at the Soccer Tract and shall defend (with counsel reasonably acceptable to Grantor), indemnify and hold Grantor harmless from any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorneys' fees actually incurred at billing rates that do not exceed standard hourly billing rates) or penalties incurred by or asserted against Grantor, including but not limited to claims arising under the Environmental Laws or claims for personal injury to any of Grantee's invitees, soccer participants or spectators or for the destruction of any of their property on the Soccer Tract, resulting from the occurrence, existence or presence of any Environmental Contamination on the Soccer Tract on the date of this Gift Deed. The term, "Environmental Laws", shall refer to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Water Act, the state law equivalents of such acts, state and federal storage tank laws and regulations and all other environmental laws and regulations, all as amended. The term "Environmental Contamination" shall include, but is not limited to, the presence of petroleum hydrocarbons, hazardous wastes, solid wastes, hazardous substances, or other materials regulated under Environmental Laws. The term "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or migration of petroleum hydrocarbons, hazardous substances, hazardous wastes, or solid wastes.

C. Grantor's Responsibilities:

(i) If the Agency hereafter requires Grantor to perform Corrective Action in connection with a Release of petroleum hydrocarbons, hazardous substances, solid wastes, or hazardous wastes onto or under the Soccer Tract which occurred prior to or after the date of this conveyance resulting from Grantor's petroleum terminal operations at the Terminal Facilities ("**Grantor Environmental Contamination**"), Grantor will be responsible for, and bear the costs of, such activities only if, when and as required by the governmental agency with jurisdiction (the "**Agency**"). Grantor reserves its legal appeal rights with respect to any orders, directives or requests from the Agency concerning, but not limited to, any Corrective Action at the Soccer Tract. Further, Grantor's performance of Corrective Action in response to an Agency's requests, orders, or directives for Environmental Contamination at or from the Soccer Tract on the date of closing, does not revoke Grantee's Responsibilities under Paragraph B, D or E(3) or (5) of

Section 7 of this Deed. As used herein, the term "Corrective Action" shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the Agency. Grantee acknowledges Grantor's right to perform such Corrective Action and hereby grants Grantor, and its consultants, contractors and agents an irrevocable license at no cost to Grantor to enter upon the Soccer Tract at any time from and after the date of closing to conduct Corrective Action and to place and remove all necessary equipment and improvements on the Soccer Tract sufficient to satisfy the requirements of the Agency regarding any Grantor Environmental Contamination. Grantor, and/or its consultants, contractors and/or agents, shall maintain their respective ownership or control of all such equipment placed on the Soccer Tract. In the event that Grantor is required hereunder to perform Corrective Action at the Soccer Tract to address any Grantor Environmental Contamination, Grantor shall use reasonable efforts to satisfy the minimum requirements of the Agency concerning such Grantor Environmental Contamination. Grantee agrees to cooperate fully with Grantor in Grantor's performance of any Corrective Action. Grantee further agrees that Grantee shall not have any claim against Grantor for any damages to personal property, the Soccer Tract or injuries to persons which may result from the performance of any Corrective Action pursuant to this Gift Deed, except to the extent such damages to personal property or the Soccer Tract or injuries to persons result from; (1) the intentional misconduct or grossly negligent acts of Grantor or (2) the breach of any of Grantor's obligations hereunder, on or after the date of this Gift Deed. Grantor agrees that, if requested by Grantee in writing, Grantor shall provide to Grantee, at no cost or expense to Grantee, copies of the reports, data, inspections, tests and analyses of the Soccer Tract that Grantor sends to or receives from the Agency regarding any Grantor Environmental Contamination and/or Grantor's performance of Corrective Action at the Soccer Tract. After completing any Corrective Action at the Soccer Tract to address any Grantor Environmental Contamination, Grantor agrees to restore the areas of the Soccer Tract (including any improvements) that were disturbed by Grantor's Corrective Action to substantially the same physical condition as existed on the date that such areas were so disturbed.

(2) In the event that Grantor performs any Corrective Action at the Soccer Tract, Grantor agrees to defend (with counsel reasonably acceptable to Grantee), indemnify and hold Grantee harmless from any and all claims of personal injury or damage to personal property or the Soccer Tract resulting from Grantor's performance of Corrective Action at the Soccer Tract, to the extent such damages or injuries to persons result from; (1) the intentional misconduct or grossly negligent acts of Grantor or (2) the breach of any of Grantor's obligations hereunder, on or after the date of this Gift Deed. To receive the protections of this paragraph, Grantee must (a) give Grantor written notice, by notice to the Manager - Real Estate, Marathon Ashland Petroleum LLC, 539 South Main Street, Findlay, Ohio 45840, promptly, but in any event not more than thirty five (35) days, after Grantee actually obtains knowledge of the matter which is claimed to be covered by this paragraph and (b) tender defense of the matter to Grantor. The protections of this paragraph shall not apply to claims arising out of the acts or omissions of Grantee. Furthermore, Grantor's obligations under this paragraph shall not apply to any matter to the extent that Grantor is prejudiced due to an untimely notification from Grantee. Grantee agrees to cooperate in any defense provided by Grantor pursuant to this paragraph.

D. Condition of Soccer Tract: Grantee agrees that: (i) Grantor has not made and makes no representations as to the condition of said Soccer Tract, including, but not limited to, the condition of the soil, sediments, surface waters or groundwater, as they relate to Environmental Contamination or otherwise, zoning, building code violations, building lines, building construction, use and occupancy restrictions (and violations of any of the foregoing), and availability of utilities; and (ii) Grantee assumes all responsibility for any damages caused by the condition of or conditions including, but not limited to, Environmental Contamination, on the Soccer Tract upon transfer of title. As a condition to this donation, Grantee agrees it shall never institute litigation against Grantor alleging damages to Grantee or any of Grantee's invitees, soccer participants or spectators resulting from any condition that exists on the date of this Gift Deed including, but not limited to, Environmental Contamination, of the Soccer Tract that exist on the date of this Gift Deed, and Grantee expressly waives any right which it may now have or may ever acquire against Grantor for any condition of said Soccer Tract as of the date of this Gift Deed.

E. Environmental Covenants:

(1) Grantor reserves the right to enter upon the Soccer Tract, at no cost to Grantor, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the "Agency") in connection with a release of petroleum hydrocarbons, hazardous substances, solid wastes, or hazardous wastes from Grantor's operations at the Terminal Facilities. As used herein, the term, "Corrective Action", shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action ("RBCA"), if applicable, and/or other activities approved, concurred in or required by the Agency. In performing any Corrective Action at the Soccer Tract, Grantor will have the right to rely on and use any current, future or revised or amended state cleanup/remediation standards, guidelines or criteria or revised federal cleanup/remediation standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the Soccer Tract, Grantor may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. Grantee acknowledges that such institutional controls may require deed recordation running with the land at the Soccer Tract. Such deed recordation would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater at the Soccer Tract, requiring that the use of the Soccer Tract remain commercial/industrial, or requiring the Soccer Tract, or a portion of the Soccer Tract, to be paved or that existing pavement remain in place and be properly maintained. Grantee agrees to permit reasonable institutional controls regarding the Soccer Tract in connection with Grantor's performance of any Corrective Action thereon. Grantee agrees to provide Grantor, at no cost to Grantor, with Grantee's written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded with the deed as part of Grantor's performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the Soccer Tract for industrial/commercial

purposes. In the event Grantor's Corrective Action to industrial/commercial cleanup standards (the "**Remediation**") or the imposition of institutional controls or deed restrictions prevents Grantee from using the Soccer Tract or portion of the Soccer Tract (the "**Impacted Area**") for any of the Permitted Uses, then Grantor shall reimburse Grantee for its reasonable costs expended pursuant to the improvement of the Impacted Area directly related to the Permitted Uses prohibited by the Remediation, or the imposition of institutional controls or deed restrictions and the use of the Impacted Area by Grantee shall be restricted solely to uses permissible pursuant to or in conjunction with commercial/industrial cleanup standards, including any of the Permitted Uses permitted pursuant to said standards. Grantor reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the Soccer Tract. Grantee agrees that, without prior written approval from Grantor, Grantee will not engage in any activity which would interfere with Grantor's performance of any Corrective Action at the Soccer Tract. Such approval shall not be unreasonably withheld by Grantor. In the event that Grantee interferes with Grantor's performance of Corrective Action, Grantee agrees to pay Grantor for the reasonable costs incurred by Grantor as a result of any such interference, including, but not limited to, costs to replace monitoring wells that are damaged or destroyed by Grantee's activities.

(2) The installation and/or existence of potable wells on the Soccer Tract is prohibited. The groundwater underneath the Soccer Tract shall not be used for any purpose whatsoever. This restriction, however, does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices, used for or related to the performance of any Corrective Action.

(3) Grantee shall not have any claim against Grantor, or Grantor's parent companies, affiliates, predecessors, successors, assigns, subsidiary companies or their respective past, present and future officers, employees, agents and/or representatives (collectively, the "Released Parties"), based upon, related to or arising out of the presence of any contamination on, under or at the Soccer Tract on the date of this Gift Deed. The Released Parties are hereby forever released from any and all such claims including, but not limited to, any and all claims and statutory causes of action under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Clean Water Act, the state law equivalents of such acts, state and federal underground storage tank laws and regulations and all other environmental laws and regulations, all as amended.

(4) Grantee agrees to adhere to, and comply with, the terms of any closure or no further action/remediation letter or determination from the Agency regarding Grantor's performance of any Corrective Action at the Soccer Tract.

(5) Grantee hereby agrees to defend (with counsel reasonably acceptable to the Released Parties), indemnify and hold the Released Parties (as defined above) harmless from and against any and all liabilities, claims, losses, suits, actions, judgments, damages, costs (including reasonable attorneys' fees actually incurred at billing rates that do not exceed standard hourly billing rates) or penalties that result from, arise out of or relate in any way to any violation by Buyer its Directors, Officers, Members, or Invitees of the reservations, restrictions and/or conditions contained in this deed.

(6) In case any one or more of the reservations, restrictions or conditions (or portions thereof) contained in this deed shall, for any reason, be held to be invalid, illegal or legally unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of that provision or any other provision hereof (whether or not clearly divisible from such provision or portion thereof), and the above reservations, restrictions and conditions shall be construed and interpreted in the manner which is valid, legal and legally enforceable, and which is most nearly consistent with the intention of Grantor and Grantee as evidenced by the above reservations, restrictions and conditions.”

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Grantor and Grantee have signed and sealed this instrument on the date first written above through their duly authorized representatives.

Signed, sealed and delivered this
9th day of December, 2003
in the presence of:

GRANTOR:

MARATHON ASHLAND PETROLEUM LLC



Cynthia L. Myder
Unofficial Witness

By: [Signature]

Deborah A. Treier
Notary Public

Attest: [Signature]

My Commission Expires: DEBORAH A. TREIER
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires Jan. 16, 2004

[Company Seal]

[Notarial Seal]

Signed, sealed and delivered this
12th day of December, 2003
in the presence of:

GRANTEE:

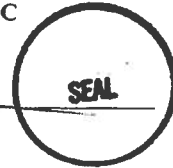
COBB FUTBOL HOLDINGS, LLC

[Signature]
Unofficial Witness

By: [Signature]

[Signature]
Notary Public

Attest: [Signature]



My Commission Expires: _____

[Company Seal]

[Notarial Seal]

138411.10
880061-000006:7/14/04



EXHIBIT "A"

MARATHON OIL
East/West Connector
Tract Three

All that tract or parcel of land lying and being in Land Lots 840, 841 and 862 of the 19th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the southerly right-of-way of East/West Connector (a 120 foot public right-of-way) with the easterly right-of-way of Powder Springs Road (a 100 foot public right-of-way), Thence along the southerly right-of-way of East/West Connector, South 70 degrees 16 minutes 55 seconds East, a distance of 864.54 feet to a 5/8" rebar set; Thence leaving said right-of-way, South 01 degrees 03 minutes 11 seconds West, a distance of 114.25 feet to a point; Thence South 01 degrees 31 minutes 05 seconds West, a distance of 92.36 feet to a point; Thence South 01 degrees 48 minutes 57 seconds West, a distance of 88.24 feet to a point; Thence South 00 degrees 57 minutes 52 seconds East, a distance of 53.15 feet to a point; Thence South 02 degrees 59 minutes 59 seconds East, a distance of 103.84 feet to a point; Thence South 02 degrees 15 minutes 56 seconds East, a distance of 53.97 feet to a point; Thence South 03 degrees 02 minutes 03 seconds East, a distance of 58.01 feet to a point; Thence South 03 degrees 06 minutes 11 seconds East, a distance of 103.40 feet to a point; Thence South 03 degrees 55 minutes 46 seconds East, a distance of 53.01 feet to a point; Thence South 01 degrees 24 minutes 25 seconds East, a distance of 35.22 feet to a point; Thence South 00 degrees 01 minutes 39 seconds West, a distance of 62.34 feet to a point; Thence South 00 degrees 11 minutes 11 seconds West, a distance of 60.37 feet to a point; Thence South 00 degrees 14 minutes 07 seconds West, a distance of 42.47 feet to a point; Thence South 00 degrees 26 minutes 03 seconds East, a distance of 26.14 feet to a point; Thence South 00 degrees 26 minutes 03 seconds East, a distance of 19.17 feet to a point; Thence South 00 degrees 44 minutes 07 seconds East, a distance of 21.79 feet to a point; Thence South 01 degrees 02 minutes 01 seconds West, a distance of 64.23 feet to a point, said point being the **TRUE POINT OF BEGINNING**; From the true point of beginning as thus established, Thence South 71 degrees 34 minutes 29 seconds East, a distance of 39.84 feet to a point; Thence North 69 degrees 28 minutes 31 seconds East, a distance of 14.48 feet to a point; Thence South 37 degrees 07 minutes 22 seconds East, a distance of 86.23 feet to a point; Thence South 59 degrees 55 minutes 14 seconds East, a distance of 114.43 feet to a point; Thence North 74 degrees 04 minutes 04 seconds East, a distance of 75.17 feet to a point; Thence North 89 degrees 28 minutes 55 seconds East, a distance of 99.94 feet to a point; Thence South 71 degrees 16 minutes 26 seconds East, a distance of 107.84 feet to a point; Thence South 55 degrees 26 minutes 39 seconds East, a distance of 129.59 feet to a point; Thence South 69 degrees 20 minutes 20 seconds East, a distance of 219.38 feet to a point; Thence North 70 degrees 01 minutes 59 seconds East, a distance of 146.54 feet to a point; Thence South 85 degrees 26 minutes 38 seconds East, a distance of 59.59 feet to a point; Thence South 00 degrees 31 minutes 37 seconds East, a distance of 657.71 feet to a 1 1/2" rebar found; Thence North 88 degrees 48 minutes 23 seconds West, a distance of 210.00 feet to a 1 1/2" open top pipe found; Thence North 01 degrees 11 minutes 01 seconds East, a distance of 100.09 feet to a 1 1/2" rebar found; Thence North 89

degrees 00 minutes 02 seconds West, a distance of 696.44 feet to a 1½" rebar found; Thence North 89 degrees 00 minutes 02 seconds West, a distance of 66.92 feet to a 5/8" rebar set; Thence North 06 degrees 07 minutes 24 seconds West, a distance of 103.91 feet to a point; Thence North 07 degrees 36 minutes 52 seconds West, a distance of 49.51 feet to a point; Thence North 07 degrees 08 minutes 14 seconds West, a distance of 50.04 feet to a point; Thence North 06 degrees 30 minutes 52 seconds West, a distance of 101.32 feet to a point; Thence North 06 degrees 31 minutes 02 seconds West, a distance of 90.38 feet to a point; Thence North 02 degrees 23 minutes 27 seconds East, a distance of 45.54 feet to a point; Thence North 04 degrees 05 minutes 51 seconds East, a distance of 56.91 feet to a point; Thence North 03 degrees 58 minutes 15 seconds East, a distance of 55.70 feet to a point; Thence North 04 degrees 28 minutes 39 seconds East, a distance of 54.98 feet to a point; Thence North 03 degrees 42 minutes 57 seconds East, a distance of 156.18 feet to a point; Thence North 01 degrees 02 minutes 01 seconds East, a distance of 31.24 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract containing 14.822 acres and being more particularly shown as "Tract Three" on that certain ALTA/ACSM Land Title Survey for Marathon Ashland Petroleum, LLC, Cobb Futbol Holdings, LLC, Cobb Futbol, Inc., and Chicago Title Insurance Company, prepared by GeoSurvey, Ltd., bearing the seal and certification of Trent D. Turk, Georgia Registered Land Surveyor No. 2411, dated April 24, 2002, last revised October 23, 2003.

EXHIBIT "B"

Permitted Exceptions

1. Real property taxes for the year 2004 and subsequent years not yet due and payable.
2. Easements in favor of Cobb Electric Membership Corporation, as recorded in Deed Book 2236, page 408, and Deed Book 2457, page 202, Cobb County, Georgia Records.
3. Right-of-Way Easement by and between Marathon Ashland Petroleum, LLC, a Delaware limited liability company, and Colonial Pipeline Company, a Delaware corporation, dated July 8, 2003 and recorded in Deed Book 13786, page 3683, aforesaid Records.
4. Easement Agreement by and between Marathon Petroleum Company, an Ohio corporation, and Barry F. O'Neill, dated August 6, 1986 and recorded in Deed Book 4069, page 269, aforesaid Records. **(Affects Appurtenant Access Easement Area Only.)**
5. Easement to Georgia Railway & Power Company from Jas. T. Anderson, dated March 25, 1926 and recorded in Deed Book 87, page 422, aforesaid Records. **(Affects Appurtenant Access Easement Area Only.)**

EXHIBIT "C"**Legal Description
30 Foot Access Easement**

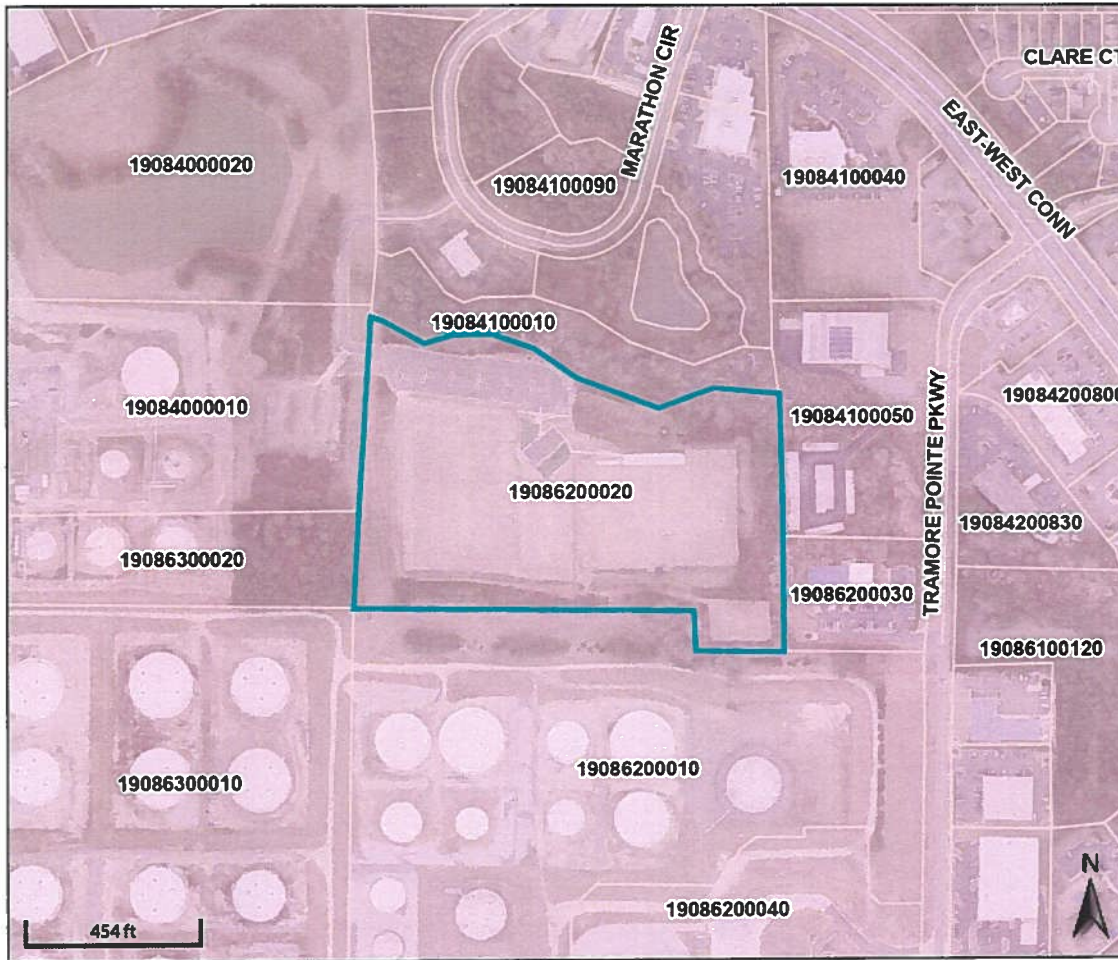
All that tract or parcel of land lying and being in Land Lots 788, 789, 840 and 841 of the 19th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the southerly right-of-way of East/West Connector (a 120 foot public right-of-way) with the easterly right-of-way of Powder Springs Road (a 100 foot public right-of-way), Thence along the southerly right-of-way of East/West Connector, South 70 degrees 16 minutes 55 seconds East, a distance of 864.54 feet to a 5/8" rebar set; Thence continuing along said right-of-way, South 70 degrees 16 minutes 55 seconds East, a distance of 157.55 feet to a point, Thence continuing along the right-of-way, South 70 degrees 16 minutes 55 seconds East, a distance of 322.19 feet to a point, said point being the **TRUE POINT OF BEGINNING**; From the true point of beginning as thus established, thence continuing along the southerly right-of-way of East/West Connector, South 70 degrees 16 minutes 55 seconds East, a distance of 30.17 feet to a point; Thence departing the southerly right-of-way of East/West Connector and continuing through the property of Marathon Ashland Petroleum, LLC (Deed Book 11044 at Page 122) the following 38 courses: along a curve to the right, an arc length of 76.19 feet, said curve having a radius of 54.89 feet with a chord distance of 70.22 feet, at South 63 degrees 32 minutes 53 seconds West, to a point; Thence North 70 degrees 32 minutes 05 seconds West, a distance of 421.21 feet to a point; Thence South 28 degrees 21 minutes 49 seconds West, a distance of 156.99 feet to a point; Thence South 01 degrees 37 minutes 18 seconds West, a distance of 53.07 feet to a point; Thence South 01 degrees 48 minutes 57 seconds West, a distance of 40.24 feet to a point; Thence South 00 degrees 57 minutes 52 seconds East, a distance of 55.16 feet to a point; Thence South 02 degrees 47 minutes 47 seconds East, a distance of 51.13 feet to a point; Thence South 03 degrees 11 minutes 22 seconds East, a distance of 53.45 feet to a point; Thence South 02 degrees 15 minutes 56 seconds East, a distance of 53.92 feet to a point; Thence South 03 degrees 04 minutes 19 seconds East, a distance of 55.23 feet to a point; Thence South 02 degrees 17 minutes 30 seconds East, a distance of 54.09 feet to a point; Thence South 02 degrees 51 minutes 40 seconds East, a distance of 54.43 feet to a point; Thence South 02 degrees 53 minutes 42 seconds East, a distance of 84.98 feet to a point; Thence South 00 degrees 43 minutes 27 seconds East, a distance of 52.12 feet to a point; Thence South 00 degrees 14 minutes 44 seconds West, a distance of 272.46 feet to a point; Thence South 03 degrees 26 minutes 13 seconds West, a distance of 54.74 feet to a point; Thence South 03 degrees 37 minutes 23 seconds West, a distance of 44.43 feet to a point; Thence North 90 degrees 00 minutes 00 seconds East, a distance of 49.76 feet to a point; Thence South 03 degrees 42 minutes 57 seconds West, a distance of 30.06 feet to a point; Thence North 90 degrees 00 minutes 00 seconds West, a distance of 80.05 feet to a point; Thence North 04 degrees 20 minutes 20 seconds East, a distance of 22.48 feet to a point; Thence North 03 degrees 37 minutes 23 seconds East, a distance of 53.88 feet to a point; Thence North 03 degrees 26 minutes 13 seconds East, a distance of 53.86 feet to a point; Thence North 00 degrees 14 minutes 44 seconds East, a

distance of 271.37 feet to a point; Thence North 00 degrees 43 minutes 27 seconds West, a distance of 51.30 feet to a point; Thence North 02 degrees 53 minutes 42 seconds West, a distance of 84.42 feet to a point; Thence North 02 degrees 51 minutes 40 seconds West, a distance of 54.59 feet to a point; Thence North 02 degrees 17 minutes 30 seconds West, a distance of 54.03 feet to a point; Thence North 03 degrees 04 minutes 19 seconds West, a distance of 55.24 feet to a point; Thence North 02 degrees 15 minutes 56 seconds West, a distance of 53.89 feet to a point; Thence North 03 degrees 11 minutes 22 seconds West, a distance of 53.31 feet to a point; Thence North 02 degrees 47 minutes 47 seconds West, a distance of 51.71 feet to a point; Thence North 00 degrees 57 minutes 52 seconds West, a distance of 56.37 feet to a point; Thence North 01 degrees 48 minutes 57 seconds East, a distance of 40.92 feet to a point; Thence North 01 degrees 37 minutes 18 seconds East, a distance of 60.15 feet to a point; Thence North 28 degrees 21 minutes 49 seconds East, a distance of 189.78 feet to a point; Thence South 70 degrees 32 minutes 05 seconds East, a distance of 444.95 feet to a point; Thence along a curve to the left, an arc length of 31.11 feet, said curve having a radius of 24.89 feet with a chord distance of 29.13 feet, at North 64 degrees 31 minutes 07 seconds East, to a point on the southerly right-of-way of East/West Connector, said point being the **TRUE POINT OF BEGINNING**.

Said tract of land contains 1.187 Acres and being more particularly shown as "Access Easement" on that certain ALTA/ACSM Land Title Survey for Marathon Ashland Petroleum, LLC, Cobb Futbol Holdings, LLC, Cobb Futbol, Inc., and Chicago Title Insurance Company, prepared by GeoSurvey, Ltd., bearing the seal and certification of Trent D. Turk, Georgia Registered Land Surveyor No. 2411, dated April 24, 2002, last revised October 23, 2003.

Deed Book ~~13902~~ Pg ~~2480~~
Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.



Overview



Legend

Cities

- Acworth
- Austell
- Kennesaw
- Marietta
- Powder Springs
- Smyrna
- Unincorporated
- Mableton

- Administrative Facilities
- Libraries
- Police Stations
- Fire Stations
- County Parks
- Federal Parks
- House Number Labels

Parcels

Roads

- ARTERIAL
- INTERSTATE
- LOCAL
- MAJOR
- MINOR
- PRIVATE
- RAMP

Parcel ID 19086200020
Class Code E3 - Exempt - Charities
Taxing District (M) MABLETON
Acres 14.822

Physical Address 3598 MARATHON CIR
Owner COBB FUTBOL HOLDING LLC
 25 WHITLOCK PL
 MARIETTA GA 30064

Last 2 Sales

Date	Price	Reason	Qual
n/a	0	n/a	n/a
n/a	0	n/a	n/a

Date created: 3/26/2025
 Last Data Uploaded: 3/26/2025 8:24:42 AM

Developed by **SCHNEIDER**
 GEOSPATIAL

MARATHON OIL
East/West Connector
Tract Three

All that tract or parcel of land lying and being in Land Lots 840, 841 and 862 of the 19th District, 2nd Section, Cobb County, Georgia, and being more particularly described as follows:

Commencing at the intersection of the southerly right-of-way of East/West Connector (a 120 foot public right-of-way) with the easterly right-of-way of Powder Springs Road (a 100 foot public right-of-way), Thence along the southerly right-of-way of East/West Connector, South 70 degrees 16 minutes 55 seconds East, a distance of 864.54 feet to a 5/8" rebar set; Thence leaving said right-of-way, South 01 degrees 03 minutes 11 seconds West, a distance of 114.25 feet to a point; Thence South 01 degrees 31 minutes 05 seconds West, a distance of 92.36 feet to a point; Thence South 01 degrees 48 minutes 57 seconds West, a distance of 88.24 feet to a point; Thence South 00 degrees 57 minutes 52 seconds East, a distance of 53.15 feet to a point; Thence South 02 degrees 59 minutes 59 seconds East, a distance of 103.84 feet to a point; Thence South 02 degrees 15 minutes 56 seconds East, a distance of 53.97 feet to a point; Thence South 03 degrees 02 minutes 03 seconds East, a distance of 58.01 feet to a point; Thence South 03 degrees 06 minutes 11 seconds East, a distance of 103.40 feet to a point; Thence South 03 degrees 55 minutes 46 seconds East, a distance of 53.01 feet to a point; Thence South 01 degrees 24 minutes 25 seconds East, a distance of 35.22 feet to a point; Thence South 00 degrees 01 minutes 39 seconds West, a distance of 62.34 feet to a point; Thence South 00 degrees 11 minutes 11 seconds West, a distance of 60.37 feet to a point; Thence South 00 degrees 14 minutes 07 seconds West, a distance of 42.47 feet to a point; Thence South 00 degrees 26 minutes 03 seconds East, a distance of 26.14 feet to a point; Thence South 00 degrees 26 minutes 03 seconds East, a distance of 19.17 feet to a point; Thence South 00 degrees 44 minutes 07 seconds East, a distance of 21.79 feet to a point; Thence South 01 degrees 02 minutes 01 seconds West, a distance of 64.23 feet to a point, said point being the **TRUE POINT OF BEGINNING**; From the true point of beginning as thus established, Thence South 71 degrees 34 minutes 29 seconds East, a distance of 39.84 feet to a point; Thence North 69 degrees 28 minutes 31 seconds East, a distance of 14.48 feet to a point; Thence South 37 degrees 07 minutes 22 seconds East, a distance of 86.23 feet to a point; Thence South 59 degrees 55 minutes 14 seconds East, a distance of 114.43 feet to a point; Thence North 74 degrees 04 minutes 04 seconds East, a distance of 75.17 feet to a point; Thence North 89 degrees 28 minutes 55 seconds East, a distance of 99.94 feet to a point; Thence South 71 degrees 16 minutes 26 seconds East, a distance of 107.84 feet to a point; Thence South 55 degrees 26 minutes 39 seconds East, a distance of 129.59 feet to a point; Thence South 69 degrees 20 minutes 20 seconds East, a distance of 219.38 feet to a point; Thence North 70 degrees 01 minutes 59 seconds East, a distance of 146.54 feet to a point; Thence South 85 degrees 26 minutes 38 seconds East, a distance of 59.59 feet to a point; Thence South 00 degrees 31 minutes 37 seconds East, a distance of 657.71 feet to a 1 1/2" rebar found; Thence North 88 degrees 48 minutes 23 seconds West, a distance of 210.00 feet to a 1 1/2" open top pipe found; Thence North 01 degrees 11 minutes 01 seconds East, a distance of 100.09 feet to a 1 1/2" rebar found; Thence North 89

degrees 00 minutes 02 seconds West, a distance of 696.44 feet to a 1/2" rebar found; Thence North 89 degrees 00 minutes 02 seconds West, a distance of 66.92 feet to a 5/8" rebar set; Thence North 06 degrees 07 minutes 24 seconds West, a distance of 103.91 feet to a point; Thence North 07 degrees 36 minutes 52 seconds West, a distance of 49.51 feet to a point; Thence North 07 degrees 08 minutes 14 seconds West, a distance of 50.04 feet to a point; Thence North 06 degrees 30 minutes 52 seconds West, a distance of 101.32 feet to a point; Thence North 06 degrees 31 minutes 02 seconds West, a distance of 90.38 feet to a point; Thence North 02 degrees 23 minutes 27 seconds East, a distance of 45.54 feet to a point; Thence North 04 degrees 05 minutes 51 seconds East, a distance of 56.91 feet to a point; Thence North 04 degrees 28 minutes 39 seconds East, a distance of 54.98 feet to a point; Thence North 03 degrees 42 minutes 57 seconds East, a distance of 156.18 feet to a point; Thence North 01 degrees 02 minutes 01 seconds East, a distance of 31.24 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

Said tract containing 14.822 acres and being more particularly shown as "Tract Three" on that certain ALTA/ACSM Land Title Survey for Marathon Ashland Petroleum, LLC, Cobb Futbol Holdings, LLC, Cobb Futbol, Inc., and Chicago Title Insurance Company, prepared by GeoSurvey, Ltd., bearing the seal and certification of Trent D. Turk, Georgia Registered Land Surveyor No. 2411, dated April 24, 2002, last revised October 23, 2003.

ATTACHMENT TO APPLICATION FOR SPECIAL LAND USE PERMIT

Application No.: Z-_____ (2025)
Hearing Dates: May 8, 2025
May 28, 2025

Applicant: Swarm Football Club, LLC
Titleholder: Cobb Futbol Holdings, LLC

Tax Parcel Identification No.: 19086200020

STATEMENT OF PROPOSED SITE IMPROVEMENTS

Applicant is seeking a Special Land Use Permit for property located at 3598 Marathon Circle, being approximately 14.822 acres located southerly of Marathon Circle and the East-West Connector, Land Lots 841 and 862, 19th District, 2nd Section, City of Mableton, Cobb County, Georgia (hereinafter the "Property" or the "Subject Property"). The Subject Property is zoned to the Heavy Industrial ("HI") zoning classification. The Property is currently being used for soccer playing fields. The approval of the Special Land Use Permit will allow for redevelopment of the Property for a full soccer facility. Applicant proposes the removal of any existing structures, and construction of two soccer playing fields, one of which will include a 5,000 seat stadium; together with related locker room facilities and a concession building. Additional paved access drives and parking will be installed to accommodate visitors to the facility. Landscaping for the area around the playing field and stadium will be professionally designed, implemented, and maintained using a combination of hard and soft scape materials.

AGREEABLE ZONING CONDITIONS

A LIMITED LIABILITY PARTNERSHIP
WWW.MIJS.COM

- (1) Applicant seeks approval of a Special Land Use Permit for the operation of a soccer facility and stadium, with reference to the Site Plan prepared for Applicant by

MOORE INGRAM JOHNSON & STEELE

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
Page 2 of 3
March 27, 2025

Kimley-Horn and Associates, Inc., last revised January 21, 2025, and submitted contemporaneously with Applicant's Application for Special Land Use Permit. Reduced copies of the Site Plan, consisting of two sheets, are attached collectively as Exhibit "A."

- (2) Applicant proposes the conversion of an existing outdoor soccer park into an outdoor soccer facility and stadium, as more particularly shown and reflected on the referenced Site Plan.
- (3) The event traffic and parking plan shall be subject to review and approval by the Cobb County Department of Transportation.
- (4) All refuse and designated recycling collection facilities must be contained within completely enclosed facilities.
- (5) Subject to approval by the Cobb County Department of Transportation, Applicant agrees to install way-finding signage as part of its overall development.
- (6) Applicant agrees to the following variances:
 - (a) Waiver to allow accessory structures to be located to the side and front of the stadium; and
 - (b) Waiver to allow off-site parking more than 400 feet from the main entrance (off-site parking is provided on adjacent property).
- (7) All setbacks, landscape, and buffer areas may be penetrated for purposes of access, utilities, and stormwater management; including, but not limited to, detention/retention facilities, drainage facilities, surface parking, and any and all slopes or other required engineering features of the foregoing.
- (8) Applicant agrees to conduct a pre-development meeting with representatives of Colonial Pipeline Company to review final development and construction plans.

We believe the requested Special Land Use Permit, pursuant to the Site Plan and the stipulations set forth herein, is an appropriate use of the Subject Property. The proposed use takes into consideration the location of the Subject Property; as well as the uses and development of surrounding properties. The proposed soccer facility will be of the highest caliber, shall be compatible with surrounding developments, shall be an enhancement to the Subject Property, and shall provide a useful service to residents within the surrounding vicinity.

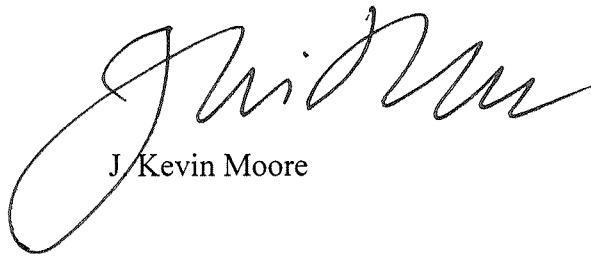
MOORE INGRAM JOHNSON & STEELE

Mr. Christopher Wheeler
Planning and Zoning Manager
City of Mableton
Page 3 of 3
March 27, 2025

With kindest regards, I remain

Very truly yours,

MOORE, INGRAM, JOHNSON & STEELE, LLP

A handwritten signature in black ink, appearing to read "J. Kevin Moore". The signature is fluid and cursive, with a large loop at the beginning and a trailing flourish at the end.

J. Kevin Moore

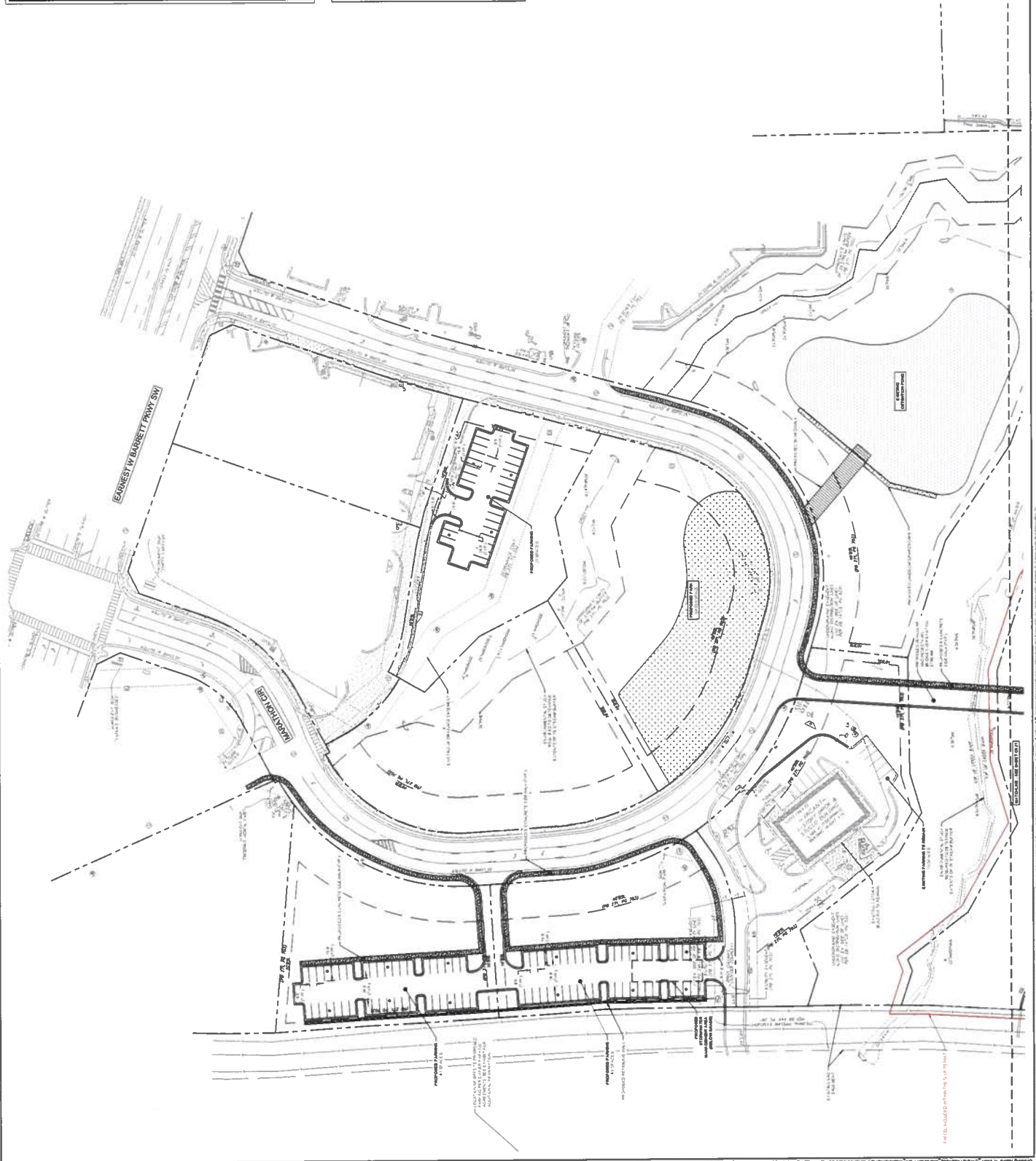
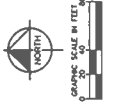
JKM:cc

Attachment

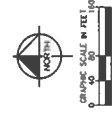
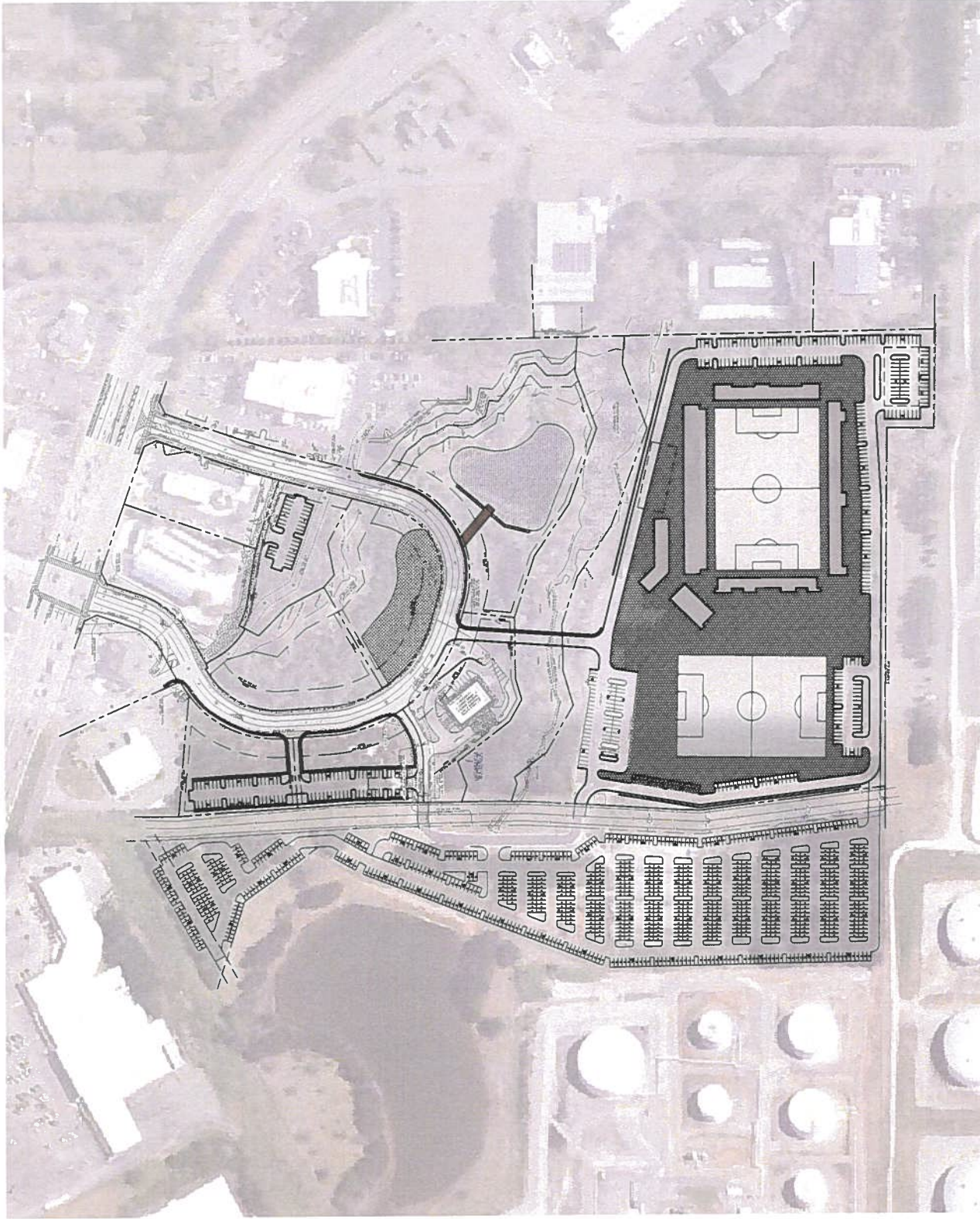
c: Mayor and City Council Members
City of Mableton
(With Copy of Attachment)

Planning and Zoning Commission Members
City of Mableton
(With Copy of Attachment)

Swarm Football Club, LLC
(With Copy of Attachment)

[illegible]

818 ADDITIONAL PARKING
SPACES ACHIEVED



JOB NUMBER 014884002
SCALE 1" = 80'
DATE 01/17/2025
SHEET EXHIBIT A

CLIENT:
THE NET LEASE GROUP

PROJECT:
MARATHON SOCCER PARK

TITLE:
MARATHON SOCCER PARK
EXPANDED PARKING

Kimley»Horn
1200 PEACHTREE STREET NE SUITE 800 ATLANTA, GEORGIA 30309
PHONE: (404) 419-8700 | www.kimley-horn.com

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Does any member of the Mayor and Council or Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? _____

No, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

Does any member of the Mayor and Council or Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No, to the best of our knowledge, information, and belief.

If so, describe the nature and extent of such interest: Not Applicable.

Does any member of the Mayor and Council or Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? No, to the best of our knowledge, information, and belief.

If so, describe the relationship and the nature and extent of such interest: Not Applicable.

I certify that the foregoing information is true and correct, this 27th day of March, 2025.

Moore Ingram Johnson & Steele, LLP

BY: 

Applicant's Signature

J. Kevin Moore

Attorneys for Applicant and Property Owner

¹If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action.

Application No.: SLUP-_____ (2025)
CAMPAIGN DISCLOSURE REPORT¹ BY APPLICANT²

(A separate form must be completed by each applicant* - please see definition below)

Has the applicant² made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of the Mayor and Council or Planning Commission who will consider the application?
No.

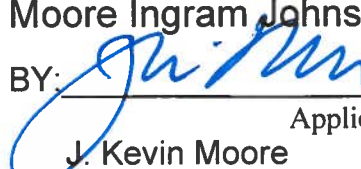
If so, the applicant and the attorney representing the applicant must file a disclosure report with the Mayor and Council of Mableton within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the Mayor and Council or Planning Commission to whom the campaign contribution or gift was made: Not Applicable.

The dollar amount of each campaign contribution made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: Not Applicable.

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the Mayor and Council or Planning Commission during the two (2) years immediately preceding the filing of this application: Not Applicable.

I certify that the foregoing information is true and correct, this 27th day of March, 2025.
Moore Ingram Johnson & Steele, LLP
BY: 
Applicant's Signature
J. Kevin Moore
Attorneys for Applicant and Property Owner

¹If the answer to any of the above is "Yes," then the member of the Mayor and Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council of Mableton, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

ATTACHMENT TO APPLICATION FOR SPECIAL LAND USE PERMIT

Application No.: SLUP-_____ (2025)
Hearing Dates: May 8, 2025
May 28, 2025

**BEFORE THE MAYOR AND CITY COUNCIL FOR THE
CITY OF MABLETON, GEORGIA, AND THE
PLANNING AND ZONING COMMISSION FOR THE
CITY OF MABLETON, GEORGIA**

**CONSTITUTIONAL CHALLENGE
ATTACHMENT TO APPLICATION FOR SPECIAL LAND USE PERMIT**

COME NOW, Applicant, SWARM FOOTBALL CLUB, LLC (hereinafter referred to as “Applicant”), and Property Owner, COBB FUTBOL HOLDINGS, LLC (hereinafter referred to as “Owner” or “Property Owner”), and assert the following:

1.

By Application for Special Land Use Permit dated and submitted on March 27, 2025, with the City of Mableton Planning and Zoning, Applicant and Property Owner applied for a special land use permit of certain real property, being 14.822 acres, more or less, lying and being in the City of Mableton, Cobb County, Georgia (“City of Mableton”), a more particular description and delineation of the subject property being set forth in said Application (hereinafter referred to as the “Property” or the “Subject Property”).

2.

The Application for Special Land Use Permit of the Property seeks a special land use permit for the purpose of a soccer facility, pursuant to and in accordance with the rules and regulations established by the governing authority of the City of Mableton, Georgia, being hereinafter referred to as the “The Mableton Zoning Code.”

3.

The Mableton Zoning Code is unconstitutional as applied to the Property to the extent said Ordinance requires a special land use permit for the use of the Property as set forth in the Application and in that said Ordinance deprives Applicant and Property Owner of their Property under and pursuant to Art. I, § I, ¶¶ I and II of the Georgia Constitution of 1983, and the Equal Protection and Due Process Clauses of the Fifth and Fourteenth Amendments to the Constitution of the United States of America. This deprivation of Property without due process violates the constitutional prohibition against the taking of private property without just compensation. The Mableton Zoning Code, as it presently exists, violates the Applicant's and Property Owner's rights to unfettered use of their Property in that said Ordinance does not bear a substantial relation to the public health, safety, morality, or general welfare and is therefore confiscatory and void. Further, said Ordinance is unconstitutional in that it is arbitrary and unreasonable resulting in relatively little gain or benefit to the public, while inflicting serious injury and loss on the Applicant and Property Owner.

4.

The Mableton Zoning Code is further unconstitutional in that the procedures contained therein pertaining to the public hearing held in connection with the Special Land Use Permit Application also violate Art. I, § I, ¶¶ I, II, and XII of the Georgia Constitution of 1983 in that said procedures impose unreasonable time restraints, contain the absence of rebuttal, contain the inability to confront witnesses, contain the lack of procedural and evidentiary safeguards, do not restrict evidence received to the issue at hand and are controlled wholly and solely by political considerations rather than the facts and considerations required by law. These procedures fail to comport with the due process requirements of the Constitution of the State

of Georgia 1983 and the due process requirements of the Constitution of the United States of America.

Respectfully submitted, this 27th day of March, 2025.

MOORE INGRAM JOHNSON & STEELE, LLP

BY: 

J. Kevin Moore

Georgia Bar No. 519728

Attorneys for Applicant and Property Owner