Forsyth County Department of Planning & Community Development
110 E. Main Street, Suite 100 | Cumming, Georgia 30040 | (770) 781-2115 | forsythco.com

FORSYTH COUNTY, GEORGIA
Your Community. Your Future.

FOR STAFF USE ONLY
DATE & TIME STAMP
RECEIVED
DEC 05 2019
Forsyth County Department of
Planning & Community Development

Rezoning, CUP and Sketch Plat Application

This form is required for submittals of all rezoning, conditional use permit (CUP) and sketch plat applications. While this application provides some information regarding the necessary requirements to submit a complete application, the full application requirements (e. g. minimum site plan requirements) can be found on the website at forsythco.com. From the main web page, please choose **Department and Offices**, next choose **Planning & Community Development** from the list, and then select **Long Range Planning Division** on the left side of the page.

A. SUBMITTAL TYPE

Application for Zoning Review

If this submittal is a revision , please specify the previously assigned application number:

B. REQUESTED ACTION: PLEASE CHECK ALL THAT APPLY (E.G. REZONING, REZONING WITH A CUP, ETC.)

☐ Rezoning ☒ Conditional Use Permit (CUP) ☐ Sketch Plat ☐ CUP for a communication tower

C. APPLICANT INFORMATION

Name: **KER Salon Holdings II, LLC - Phenix Salon Suites (DBA)**

Address: **410 Peachtree Parkway, Suite 232, Cumming, GA 30041**

Phone#: **678-939-4798** E-mail Address: **cbitterman@comcast.net**

D. REPRESENTATION INFORMATION (IF APPLICABLE)

Preferred Contact: ☐ Attorney ☒ Authorized Agent

Name: **Chris Bitterman**

Address: **3015 Wills Mill Rd., Cumming, GA 30041**

Phone#: **678-939-4798** E-mail Address: **cbitterman@comcast.net**

E. PROPERTY INFORMATION

Tax Map & Parcel #(s): (e.g. xxx-xxx-xxx, xxx-xxx-xxx) **107034**

Current Zoning: **CBD - Commercial Business District** Proposed Zoning:

Proposed Use: **Massage Parlor** Property Acreage: **39.5592**

Proposed Road Access: **Peachtree Parkway or Ronald Reagan**

Does the subject property lie partly within or adjacent to the City of Cumming? ☐ Yes ☒ No

FOR STAFF USE ONLY
Application # CP190048

F. DETAILS OF PROPOSED USE — FOR SHORT-TERM RENTAL APPLICATIONS, SKIP TO ITEM J BELOW

1) Please complete if you are filing a **rezoning, conditional use permit** or **sketch plat** application.

a) ☐ This application contains a **residential** component. If checked, please fill out the following:

Residential Building Type	Ownership Type *** (Fee-Simple or Condominium)	# of Lots or Units	Minimum Heated Floor Area (sq. ft.)	Minimum Lot Size (sq. ft.)(If applicable)
☐ Single Family Detached				
☐ Townhouses				
☐ Apartments				
☐ Condos				
☐ Other				

*** The UDC requires that condominium-style ownership be specifically identified during the zoning process. While there may be little visual difference between the finished product types, condominium style ownership means that there will not be individually-owned (i.e. fee simple ownership) property associated with a specific type of development; rather there will just be individual ownership in building space (i.e. units) with joint ownership of all property. Some developments might contain both ownership types.

The total residential density (lots and/or units) proposed with this project is [ ] units per acre.

b) ☒ This application contains a **non-residential** component. If checked, please fill out the following:

Total Building Area (sq. ft.) [5760] # of Parking Spaces [26] Est. Bldg. Area of Out Parcels (sq. ft.) [N/A]

c) What is the total amount of proposed open space (sq. ft. or acres) included with this application? [0.22 acres]

d) Please indicate whether this project will be served by septic, county sewer, or city sewer: [County Sewer]

If the project will be served by either county or city sewer, please also submit the results of the required pre-application meeting.

e) Will the proposed development exceed the threshold that triggers the need for a Development of Regional Impact (DRI) review?

☐ Yes ☒ No If yes, supplemental information shall be required in addition to this application.

f) Are you filing a rezoning application to rezone to a Master Planned District (MPD)?

☐ Yes ☒ No If yes, please also submit the supplemental form "Supplemental Application - Master Planned District (MPD)", which can be found on our website at forsythco.com.

g) Are you filing an application that includes Senior Housing?

☐ Yes ☒ No If yes, please also submit the supplemental form "Supplemental Application - Senior Housing Application", which can be found on our website at forsythco.com.

h) Are you filing an application that includes self-service storage?

☐ Yes ☒ No If yes, the separation distance between self-service storage businesses shall be 3/4 of a mile or a variance is required.

i) Are you filing an application that includes a business that conducts around the clock business hours (includes business operations that require employees to work shifts to cover a 24 hour period)?

☐ Yes ☒ No If yes, a Conditional Use Permit is required.

j) Are you filing an application that includes short-term rental?

☐ Yes ☒ No If yes, a Conditional Use Permit is required.

Number of Overnight Guests [ ] Number of Daytime Guests [ ]

Number of Bedrooms [ ] # of Parking Spaces [ ]

G. REQUESTED VARIANCE(S) (SEPARATE SHEET REQUIRED FOR EACH REQUESTED VARIANCE)

1) A separate sheet is required for each variance request. The number of this variance request is:

2) Please indicate which section of the Unified Development Code (UDC) is requesting to be varied, e.g. Chapter 11, Table 11.2(a).

3) Please check the type of variance being requested:

☐ A variance of ____ feet to allow a ____ setback to be ____ feet.

☐ A variance of ____ feet to allow ____ to be ____ feet.

☐ Other: ____

4) Written Justification. Per § 8-6.3 (B), all variance requests must be accompanied by written documentation justifying the variance and explaining why it should be granted. Additional sheets can be found on the website at forsythco.com. The justification must specifically address, for each variance requested, the below criteria:

a) Describe why the variance would not negate the purpose and intent of the Unified Development Code provision?

b) Describe why the variance would not cause substantial detriment to the public safety, health, or welfare of the public, or injurious to other property?

c) Describe why the conditions of your property are unique only to the property which relief is sought and are not applicable generally to other property?

d) Describe how this property's physical surroundings (e.g. shape, size, or topographical conditions) result in an extraordinary hardship or practical difficulty (as distinguished from a mere inconvenience?

e) Describe why the requested variance is the minimum necessary to accomplish the proposed development or building?

f) Describe how granting this variance will result in equal or greater protection to adjacent property or natural resources? (Only required if requesting a variance to a buffer or setback)

H. PROPERTY OWNER(S) AUTHORIZATION AFFIDAVIT: ADD ADDITIONAL SHEETS IF APPLICABLE

This application must be signed by the owner(s) as listed on the deed of record for the subject property. If there is more than one property owner, additional affidavits can be found on the website at forsythco.com. Only the owner or authorized agent (i.e. applicant or representing attorney) may speak on behalf of this application at the public hearing.
The undersigned hereby swear that he/she/they is/are the owner(s) of the subject property as identified on this application.

I /We hereby authorize the authorized agent or attorney listed on the front of this application to speak and act on behalf of the owner(s) in pursuit of the rezoning, conditional use permit, or sketch plat application on this property. I/We realize that any action granted for this property will be binding on the property regardless of ownership.

Owner Name #1: Forsyth Owner I, LP

Address: 410 Peachtree Parkway, Ste 4165 Cumming, GA 30041

Phone#: 678.617.3603 E-mail Address: ewinter@corepropertycapital.com

Signature of Owner: _____ Date: 10/[illegible]/2019

Signature of Notary: _____ Date: 10/[illegible]/2019

JEREL B COOPER
Notary Public, Georgia
Fulton County
Commission Expires
Aug 25 2020

Owner Name #2: _____

Address: _____

Phone#: _____ E-mail Address: _____

Signature of Owner: _____ Date: _____

Signature of Notary: _____ Date: _____

Owner Name #3: _____

Address: _____

Phone#: _____ E-mail Address: _____

Signature of Owner: _____ Date: _____

Signature of Notary: _____ Date: _____

Owner Name #4: _____

Address: _____

Phone#: _____ E-mail Address: _____

Signature of Owner: _____ Date: _____

Signature of Notary: _____ Date: _____

H. PROPERTY OWNER(S) AUTHORIZATION AFFIDAVIT: ADD ADDITIONAL SHEETS IF APPLICABLE

This application must be signed by the owner(s) as listed on the deed of record for the subject property. If there is more than one property owner, additional affidavits can be found on the website at forsythco.com. Only the owner or authorized agent (i.e. applicant or representing attorney) may speak on behalf of this application at the public hearing.
The undersigned hereby swear that he/she/they is/are the owner(s) of the subject property as identified on this application.

I /We hereby authorize the authorized agent or attorney listed on the front of this application to speak and act on behalf of the owner(s) in pursuit of the rezoning, conditional use permit, or sketch plat application on this property. I/We realize that any action granted for this property will be binding on the property regardless of ownership.

Owner Name #1: **Chris T. Bitterman**

Address: **3015 Wills Mill Rd., Cumming, GA 30041**

Phone#: **678-939-4798** E-mail Address: **cbitterman@comcast.net**

Signature of Owner: Chris T. Bitterman Date: 7/31/19

Signature of Notary: Date: 7/31/19

OFFICIAL SEAL
BRANDI HARRELL
NOTARY PUBLIC-GEORGIA
FORSYTH COUNTY
My Comm. Expires July 2, 2023

Owner Name #2: **Tricia K. Bitterman**

Address: **3015 Wills Mill Rd., Cumming, GA 30041**

Phone#: **678-939-4315** E-mail Address: **tkbitt12@gmail.com**

Signature of Owner: Tricia K. Bitterman Date: 7/31/19

Signature of Notary: Date: 7/31/19

OFFICIAL SEAL
BRANDI HARRELL
NOTARY PUBLIC-GEORGIA
FORSYTH COUNTY
My Comm. Expires July 2, 2023

Owner Name #3:

Address:

Phone#: E-mail Address:

Signature of Owner: Date:

Signature of Notary: Date:

Owner Name #4:

Address:

Phone#: E-mail Address:

Signature of Owner: Date:

Signature of Notary: Date:

L CORPORATE ENTITY AUTHORIZATION AFFIDAVIT: ADD ADDITIONAL SHEETS IF APPLICABLE

If owner or applicant is a corporate entity, provide the names of officers, directors, and stockholders if controlling 10% or more, unless the corporation has stock that is traded on a national stock exchange. Also, identify any parties having a direct financial interest in the zoning application other than the owner and applicant (e.g. developer or anticipated commercial occupant). If such additional parties having a direct financial interest are corporations or companies, then provide the names of officers, directors, company members, stockholders with 10% ownership or greater, unless the corporation has stock that is traded on a national stock exchange. In the event that public disclosure of the developer or commercial occupant may cause such developer or occupant to withdraw from pursuing a project due to competition, trade secret, or proprietary business concerns, then an affidavit affirmatively declaring such shall be tendered with the application and in that event only the owner and or authorized applicant shall be identified.

If there is more than one corporate entity, additional affidavits can be found on the website at forsythco.com.

I am a duly authorized officer/member of the KER Salon Holdings II, LLC [corporate entity].
The KER Salon Holdings, LLC [corporate entity]
is the owner of the property seeking rezoning, conditional use and/or sketch plat approval and I am fully vested with authority to act on behalf of the KER Salon Holdings, LLC [corporate entity]
in submitting this application. In making this representation, I acknowledge that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state, shall upon conviction thereof, be punished by a fine of not more than $1,000.00 or by imprisonment for not less than one nor more than five years, or both.

Name of Corporate Entity: KER Salon Holdings II, LLC

Name of Officer(s), Director(s) and/or Stockholder(s)	Percentage of Controlling Financial Interest
Chris T. Bitterman	50%
Tricia K. Bitterman	50%

I. CORPORATE ENTITY AUTHORIZATION AFFIDAVIT: ADD ADDITIONAL SHEETS IF APPLICABLE

If owner or applicant is a corporate entity, provide the names of officers, directors, and stockholders if controlling 10% or more, unless the corporation has stock that is traded on a national stock exchange. Also, identify any parties having a direct financial interest in the zoning application other than the owner and applicant (e.g. developer or anticipated commercial occupant). If such additional parties having a direct financial interest are corporations or companies, then provide the names of officers, directors, company members, stockholders with 10% ownership or greater, unless the corporation has stock that is traded on a national stock exchange. In the event that public disclosure of the developer or commercial occupant may cause such developer or occupant to withdraw from pursuing a project due to competition, trade secret, or proprietary business concerns, then an affidavit affirmatively declaring such shall be tendered with the application and in that event only the owner and or authorized applicant shall be identified.

If there is more than one corporate entity, additional affidavits can be found on the website at forsythco.com.

I am a duly authorized officer/member of the Forsyth Owner 1, LP [corporate entity].

The Forsyth Owner 1, LP [corporate entity] is the owner of the property seeking rezoning, conditional use and/or sketch plat approval and I am fully vested with authority to act on behalf of the Forsyth Owner 1, LP [corporate entity] in submitting this application. In making this representation, I acknowledge that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state, shall upon conviction thereof, be punished by a fine of not more than $1,000.00 or by imprisonment for not less than one nor more than five years, or both.

Name of Corporate Entity: Forsyth Owner 1, LP

Name of Officer(s), Director(s) and/or Stockholder(s)	Percentage of Controlling Financial Interest
John Graham	

J. APPLICANT CERTIFICATION: PLEASE READ AND INITIAL THE FOLLOWING 9 STATEMENTS

CJ 1) I hereby request the action contained within this application relative to the property shown on the attached plats and site plan and further request that this item be placed on the Planning Commission and/or Board of Commissioners agenda for a public hearing.

CJ 2) I understand that my request will be rejected if all the necessary information and/or requirements are not presented.

CJ 3) I understand that I have an obligation to present all necessary information required by the Unified Development Code to enable the Planning Commission and/or Board of Commissioners to make an informed determination on my request. I will seek advice of Planning Staff or an attorney if I am not familiar with the zoning and land use requirements.

CJ 4) I understand that my request will be acted upon at the Planning Commission and/or Board of Commissioners public hearing and that I am required to be present or to be represented by the authorized representative as indicated on this application, so that someone is available to present all facts and answer questions. I understand that failure to appear at a public hearing may result in the postponement or denial of my request. I further understand that it is my responsibility to be aware of relevant public hearing dates and times regardless of notification from Forsyth County.

CJ 5) The Unified Development Code (UDC) of Forsyth County requires the landowner, applicant, or authorized representative to place an orange public participation sign(s) on the subject property during the entire Applicant Work Time. In order to insure that the correct information is included on the public participation sign(s), the Planning and Community Development Department will prepare the sign(s) and present it/them to the applicant at the Zoning Review Meeting. It is the applicant's responsibility to place the sign(s) on the subject property and to maintain the sign(s) during the entire duration of the Applicant Work Time, where the term "maintain" means that any and all meetings and/or application changes shall be updated on the sign(s), and that the sign(s) shall remain standing and readable until an application is withdrawn or the proposal is submitted for Board Consideration. A signed affidavit with a dated photo of each sign(s) placing said sign(s) against a verifiable property landmark shall be submitted to the Planning and Community Development Department within two (2) business days after the Zoning Review Meeting. Failure to submit the affidavit shall result in the public participation report being incomplete and the submittal for Board Consideration not being accepted until all posting requirements are complete.

CJ 6) The Unified Development Code (UDC) of Forsyth County requires that the yellow public hearing sign(s) be placed on the subject property at least twenty-one (21), but not more than forty-five (45) days prior to the public hearing. In order to insure that the correct information is included on the public hearing sign(s) and that it/they is/are posted within the specified time frame, the Planning and Community Development Department will prepare the sign(s) and post it/them on the subject property by replacing the already posted orange public participation sign(s) with the yellow public hearing sign(s). Once the yellow public hearing sign(s) is/are posted, it is the applicant's responsibility to maintain the sign(s) until an application is withdrawn or a decision is rendered by the Board of Commissioners. The term "maintain" means that the sign(s) shall remain standing, be readable, and be updated regarding any changes in the date of the public hearing. The applicant shall be responsible for removal of all public notice signs within three (3) days of the final motion or date of withdrawal. Failure to do so will result in a fine of one hundred dollars ($100) per day until the sign (s) is/are removed.

CJ 7) The Forsyth County Tree Preservation and Replacement Ordinance requires that all zoning applications submitted to the Department of Planning and Community Development include the following sworn statement: *"I hereby swear, under oath, that the property shown on attached plats and site plan has not been clear cut within three years prior to the zoning application date and that the property will not be clear cut prior to a decision by the Board of Commissioners on the zoning. I hereby understand that any property that has been clear cut within three years prior to the date of this application, shall not be eligible for rezoning for a period of three years from the date said property was clear cut. Clear cut is defined as a timber harvest performed in one cutting operation with any remaining trees having no merchantable value or forestry management purpose."*

CJ 8) In the event this zoning application is approved, please be aware that such approval shall not be deemed, and is not, a commitment or guarantee by Forsyth County as to the availability of sewer capacity and/or county water; nor shall this approval be construed as a commitment by Forsyth County to assist the developer with sewer easement acquisition. The developer shall be required to independently secure all necessary sewer easements. All sewer capacity agreements must be approved by the Forsyth County Board of Commissioners.

CJ 9) Please list the name(s) and dollar amount of any campaign contribution or gift (for gifts greater than $100) made to any Forsyth County elected official during the two years immediately preceding the filing of this application. If the applicant is a business, then such disclosure shall pertain to contributions made on behalf of the business as well as on behalf of the individual representing the business for purposes of this application submittal.

Please indicate the name of the elected official, date of gift, and dollar amount of any gift or contribution:	**N/A**

J. APPLICANT CERTIFICATION - CONTINUED

CJ 10) As the property owner or duly authorized agent of the property owner, I hereby certify that as of the date signed below [check one]:

☒ I have not requested and have no present intention of requesting any form of economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority; or

☐ I have requested or have a present intention to request economic development assistance, that may include but not be limited to tax abatements, bond funding, or other financial inducements related to the development that is the subject of this land use application, from either Forsyth County, the Cumming-Forsyth County Chamber of Commerce, and/or the Forsyth County Development Authority.

The undersigned has personally appeared before me, a Notary Public, and states upon oath and by initialling, that he/she has read, understands, and agrees to comply with each of the above nine (10) applicant certifications.

Printed Name of Applicant: Chris T. Bitterman Date: 7/31/19

Signature of Applicant: Chris T. Bitterman Date: 7/31/19

Signature of Notary: [signature] Date: 7/31/19

OFFICIAL SEAL
BRANDI HARRELL
NOTARY PUBLIC-GEORGIA
FORSYTH COUNTY
My Comm. Expires July 2, 2023

K. SIGN ORDINANCE ACKNOWLEDGEMENT

By signing below, applicant acknowledges and affirms that prior to submission of this application, applicant has read and reviewed the County regulations applying to such application, including the Forsyth County Sign Ordinance, and agrees to comply with the provisions of the Code.

Name: **Chris T. Bitterman**

Signature of Applicant: Chris T. Bitterman Date: 7/31/19

L. APPLICANT WITHDRAWAL (ONLY SIGN IF OFFICIALLY WITHDRAWING APPLICATION REQUEST)

Signature of Applicant: _____ Date: _____

Phenix Salon Suites

KER Salon Holdings, LLC – EIN: 82-1836309
410 Peachtree Parkway, Suite 232
Cumming, GA 30014

RE: Phenix Salon Suite CUP Application – Written Evaluation

About

Phenix Salon Suites is the first "Boutique Salon Suite Concept" that offers luxury spacious salon suites for the independent salon professional and others. Our suites offer salon and business professionals the opportunity to own and operate their own salon type of business without the hassle and expense of facility management and maintenance. Phenix Salon Suites "Boutique" business model provides smaller intimate Salon Suite Properties with spacious Salon Suites.

At Phenix Salon Suites, we provide the framework and structure to help you launch your business while you concentrate on growing your client base, network, skills, and income all in an upscale, professional setting.

The Collection at Forsyth Location

The salon at The Collection at Forsyth opened in October 2018. This location has (29) individual Suites ranging from 115 SF to 167 SF; each Suite is fully enclosed and includes plumbing and an initial package of furniture and equipment.

Evaluation

At Phenix Salon Suites, our goal is to provide a range of professional beauty services to the South Forsyth community. While the concept targets primarily Cosmetologists, our services have diversified to include Estheticians, Threading, and Eye Lash Extensions. To achieve our goal, we are seeking via this CUP application to opportunity to add License Massage Therapy services.

Today, massage therapy services are primarily franchised at larger retail center locations (i.e. Massage Envy, LaVida, and Natural Body & Spa), Medical Practices, or Health Fitness businesses. In most cases, the Licensed Massage Therapist (LMT) is employed by these businesses.

Phenix Salon Suites wants to offer opportunities for established LMT's to not only practice their craft, but to operate their business in accordance to their vision as a business owner. Our location has a breadth of beauty professionals, offering networking opportunities to share clients with other professionals offering unique services; a key factor in developing marketing plans for small business owners. Our goal is to have no more than (3) LMT businesses; representing up to 360 SF or 6.25% of our total 5,760 SF.

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**KER Salon Holdings II, LLC**	Control Number:	**17063222**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Any legal purpose**	NAICS Sub Code:	
Principal Office Address:	**3015 Wills Mill Road, Cumming, GA, 30041, USA**	Date of Formation / Registration Date:	**6/9/2017**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2019**

REGISTERED AGENT INFORMATION

Registered Agent Name:	**Michael S. Rosenthal**
Physical Address:	**5855 Sandy Springs Circle, Suite 300, Atlanta, GA, 30328, USA**
County:	**Fulton**

Back

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Return to Business Search

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BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**FORSYTH OWNER 1, L.P.**	Control Number:	**12087046**
Business Type:	**Foreign Limited Partnership**	Business Status:	**Active/Compliance**
Business Purpose:	**NONE**		
Principal Office Address:	**591 West Putnam Avenue, Greenwich, CT, 06830, USA**	Date of Formation / Registration Date:	**11/2/2012**
Jurisdiction:	**Delaware**	Last Annual Registration Year:	**2019**
Principal Record Address:	**NONE**		

REGISTERED AGENT INFORMATION

Registered Agent Name:	**C T Corporation System**
Physical Address:	**289 S Culver St, Lawrenceville, GA, 30046-4805, USA**
County:	**Gwinnett**

Back

Filing History Name History

Return to Business Search

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Phenix Salon Suites
Chris T. Bitterman
Managing Partner
410 Peachtree Parkway, Suite 232
Cumming, GA 30014
(678) 939-4798

Application Number - _____

Conditional Use Permit Sample Letter

Dear Neighbor,

We would like to inform interested property owners that a Conditional Use Permit (CUP) application has been submitted to Forsyth County regarding property location at 410 Peachtree Parkway, Suite 232, Cumming, GA 30041. We are proposing to offer Licensed Massage Therapy (LMT) services.

A public participation meeting will be held on _____ at _____ PM at _____. This meeting is not a public hearing. Its purpose is to provide neighbors and interested parties the opportunity to meet with the applicant, ask questions and voice concerns regarding this application.

Enclosed is a copy of the conceptual site plan depicting the subject property and the proposed project. Additional information about this application may be obtained at http://estatus.forsythco.com.

If you have any questions, comments or concerns, please contact me at (678) 939-4798.

Sincerely,

Chris T. Bitterman

Enclosure

2019 Property Tax Statement

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2019-227035	11/15/2019	$0.00	$1015454.88	$0.00	Paid 11/13/2019

Matthew C. Ledbetter
Forsyth County Tax Commissioner
1092 Tribble Gap Rd
Cumming, GA 30040-2236
tax@forsythco.com

Phone: (770) 781-2110, Fax: (678) 455-1207

Map: 107 034
Location: 410 PEACHTREE PW

Printed: 12/05/2019

This TEMPORARY BILL is calculated at 85% of the appealed value and is due by the date shown above. The outcome of your appeal will determine if a subsequent bill or refund will be issued. Thank You

FORSYTH OWNER 1 LP
C/O STARWOOD ASSET MNGMT LLC
P O BOX 130940
CARLSBAD, CA 92013

RETURN THIS PORTION WITH PAYMENT
(Interest will be added per month if not paid by due date)

Matthew C. Ledbetter
Forsyth County Tax Commissioner
1092 Tribble Gap Rd
Cumming, GA 30040-2236
tax@forsythco.com

Phone: (770) 781-2110, Fax: (678) 455-1207

Tax Payer: FORSYTH OWNER 1 LP C/O STARWOOD ASSET MNGMT LLC
Map Code: 107 034 Real
Description: 2-1 486-487-ETAL TRCT 1 AVE FORSYTH SH
Location: 410 PEACHTREE PW
Bill No: 2019-227035
District: 001

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions
76,288,000.00	31,712,000.00	39.6400	$108,000,000.00	11/15/2019			

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY BOND	$91,800,000.00	$36,720,000.00	$0.00	$36,720,000.00	0.970000	$35,618.40	$0.00	$35,618.40
COUNTY M&O	$91,800,000.00	$36,720,000.00	$0.00	$36,720,000.00	7.472000	$274,371.84	$0.00	$274,371.84
FIRE DISTRICT	$91,800,000.00	$36,720,000.00	$0.00	$36,720,000.00	2.175000	$79,866.00	$0.00	$79,866.00
SALES TAX CREDIT	$91,800,000.00	$36,720,000.00	$0.00	$36,720,000.00	-2.681000	$0.00	-$98,446.32	$-98,446.32
SCHOOL BOND	$91,800,000.00	$36,720,000.00	$0.00	$36,720,000.00	2.418000	$88,788.96	$0.00	$88,788.96
SCHOOL M&O	$91,800,000.00	$36,720,000.00	$0.00	$36,720,000.00	17.300000	$635,256.00	$0.00	$635,256.00
STATE TAX	$91,800,000.00	$36,720,000.00	$0.00	$36,720,000.00	0.000000	$0.00	$0.00	$0.00
TOTALS					**27.654000**	**$1,113,901.20**	**-$98,446.32**	**$1,015,454.88**

This TEMPORARY BILL is calculated at 85% of the appealed value and is due by the date shown above. The outcome of your appeal will determine if a subsequent bill or refund will be issued. Thank You.

Current Due	$1,015,454.88
Discount	$0.00
Penalty	$0.00
Interest	$0.00
Other Fees	$0.00
Previous Payments	$1,015,454.88
Back Taxes	$0.00
Total Due	**$0.00**
Paid Date	11/13/2019

PRELIMINARY ATTORNEY'S TITLE OPINION

From: Boling Rice LLC
207 Pirkle Ferry Road
Cumming, Georgia 30040
770/887-3162
Facsimile: 770/889-8824
File # 77059

To: Phenix Salon Suites
410 Peachtree Parkway
Suite 232
Cumming, GA 30041

Attn: Chris Bitterman

RE: ***Phenix Salon Suites***

This is to certify that we have examined the properly indexed records of title to the real property described on the Exhibit "A" attached hereto and made a part hereof by reference for the sole use and benefit of **Phenix Salon Suites.**

Said examination extends from _____o'clock P.M. (if no date is inserted here, the examination of title extends forty (40) years preceding the following date) up to and including **July 5, 2019.** For purposes of this examination, we have relied upon the accuracy and completeness of the records and the indices thereto in the office of the Clerk of the Superior Court in the County in which said real property is situated, along with information, if any, furnished us by the Probate Court and Tax Commissioner of said County. In reliance upon said information, it is our opinion that the title to said property is vested in:

Forsyth Owner 1, L.P., by virtue of Limited Warranty Deed recorded at Deed Book 6490, Page 227, Forsyth County, Georgia Records.

subject to the following:

1. All matters of record prior to and subsequent to the aforesaid effective date of this transaction.

2. Matters affecting title which are not of records, or which, if they are of record, are not indexed in such a manner that a reasonably prudent search would have revealed them to the examiner.

3. The exact location of boundary lines, unrecorded easements, possible encroachments and other facts or conditions which would be disclosed by an accurate survey and inspection of the property and such state of facts as would be disclosed from a competent civil engineer's accurate survey of said property. (It is always advisable that a survey be made in order to determine if there are encroachments, over-hangs, or overlaps; that the improvements are within the boundaries of property; that the improvements do not violate applicable zoning laws and building restriction lines; and that the lines and corners of the property are clearly marked.)

4. Possible liens of architects, laborers and materialmen for improvement of the property, not filed for record at the date of this certificate.

5. Rights, if any, of persons who may be in possession under claims not appearing of record.

6. Title to that portion of property embraced within the bounds of roads, highways, easements and rights of way, particularly roads and easements which are created by adverse or prescriptive usage.

7. All zoning laws, ordinances or regulations, municipal or county, and all Governmental regulations of the use and occupancy of premises described, including the regulations or condemnation of the land or any building or structure thereon.

8. Any consumer protection, "truth-in-lending" or similar laws.

9. Title to items of personalty used in connection with, or attached to the realty, which were not indexed upon the deed records.

10. If this property abuts property owned by the U.S. Government, loss or damage, if any, arising by reason of the exact location of the U.S. Government property lines or contour lines for Lake Lanier adjoining caption property and flowage easements to the U.S. Government.

11. No certification is provided as to the exact amount of acreage which may be contained within the property described herein.

12. Any mineral or mining interests which are not revealed during the examination period.

13. Availability of utilities or utility charges of whatsoever kind and character, not limited to electrical service and sanitary charges and assessments including any past due utility bills.

14. Pay-as-you-enter water or sewer lines which, while not technically liens, will be payable upon connection with such lines.

15. Street improvement liens which have not been properly placed of record.

16. Matters filed pursuant to the provisions of the Uniform Commercial Code.

17. No certification is provided as to the presence or absence of any hazardous waste on or within the property, nor is certification provided as to whether a violation exists regarding hazardous waste under any and all Federal and State environmental protection laws, rules or regulations.

18. No certification or undertaking of liability is provided as to loss, claim or damage sustained by reason of ownership or conveyance of any interest in the within described property by any incompetent person or persons as defined under the laws of the State of Georgia.

19. Rights of upper and lower riparian owners to the streams, creeks and branches crossing, abutting or located on the within described property, free from diminution or pollution thereof.

20. Any loss, claim or damage sustained as a result of forfeiture proceedings resulting from enforcement of Federal or State drug enforcement or racketeering laws, or claim for taxes by Federal or State governments not reflected within the public records of the county in which the property is located.

21. Loss, claim or damage sustained by irregularities in foreclosure proceedings, including but not limited to required notices, advertisements and like matters which are not reflected in the public records. Also excluded are losses, claims or damages sustained by reason of Federal bankruptcy proceedings by an owner or predecessor in title to the property which proceedings are not reflected in the public records of the county in which the property is located.

22. Subdivision restrictive covenants and matters revealed therein inclusive of any Homeowners association dues or like charges or easements reflected therein as may affect the subject property.

23. No certification is provided as to the fitness of the property for the intended uses or purposes by any purchaser.

24. No certification is provided as to the existence or absence of burial sites or archaeological sites which may affect the subject property, particularly those matters which are not reflected on a survey of the subject property.

25. If the property lies within a subdivision or development in which the streets are not publicly dedicated, no liability is undertaken or certification made as to the respective parties' maintenance of roadways or related amenities. Additionally, no certification or liability is undertaken as to the availability of "curb cuts" as may be issued by the appropriate local government or the Georgia State Highway Department. If the property is served by an easement, no certification or liability is undertaken as to the quality or passability of any such easement or as to the maintenance of the same.

26. No certification is provided as to whether the within described property may be located in "wet lands" which may subject the property and improvements constructed thereon to laws, rules and regulations affecting wet land areas.

Additional exceptions are as follows:

27. Right of Way Deed to State Highway Department of Georgia recorded at Deed Book C, Page 181; Deed Book 99, Page 390; Deed Book 102, Page 493, Forsyth County, Georgia Records.

28. Right of Way Deed to Department of Transportation recorded at Deed Book 1450, Page 20; Deed Book 1450, Page 25; Deed Book 1457, Page 198; Deed Book 1498, Page 72; Deed Book 1513, Page 550, Forsyth County, Georgia Records.

29. Pole Line Easement to Georgia Transmission Corporation recorded at Deed Book 1870, Page 152; Deed Book 1912, Page 164; Deed Book 1912, Page 169, Forsyth County, Georgia Records.

30. Permanent Drainage Easement to Forsyth County recorded at Deed Book 3336, Page 191, Forsyth County, Georgia Records.

31. Agreement Regarding Median Cuts, Traffic Signal Locations and Utility Locations to Avenue Forsyth, LLC recorded at Deed Book 4603, Page 742, Forsyth County, Georgia Records.

32. Temporary Construction Easement Agreement to Avenue Forsyth, LLC recorded at Deed Book 4990, Page 162, Forsyth County, Georgia Records.

33. Right of Way Easement to Sawnee Electric Memebrship Corporation recorded at Deed Book 4784, Page 667, Forsyth County, Georgia Records.

34. Declaration Regarding Outparcels to Avenue Forsyth, LLC recorded at Deed Book 4835, Page 489, Forsyth County, Georgia Records.

35. First Amendment to Declaration Regarding Outparcels to Avenue Forsyth, LLC recorded at Deed Book 5540, Page 732, Forsyth County, Georgia Records.

36. Assignment and Assumption Right to Declaration Regarding Outparcels to Forsyth Owner 1, L.P. recorded at Deed Book 6490, Page 277, Forsyth County, Georgia Records.

37. Second Amendment to Declaration Regarding Outparcels to Forsyth Owner 1, L.P. recorded at Deed Book 8032, Page 295, Forsyth County, Georgia Records.

38. Memorandum of Lease to American Multi-Cinema, Inc. recorded at Deed Book 4908, Page 82, Forsyth County, Georgia Records.

39. Easement to Bellsouth Telecommunications, Inc. recorded at Deed Book 4916, Page 4, Forsyth County, Georgia Records.

40. Memorandum of Lease to CVS 75370 GA, L.L.C. recorded at Deed Book 5102, Page 91, Forsyth County, Georgia Records.

41. Assignment and Assumption Agreement to SJR Properties, LLC recorded at Deed Book 5648, Page 721, Forsyth County, Georgia Records.

42. Assignment and Assumption of Ground Lease to SCP 2009-C32-505 LLC recorded at Deed Book 5491, Page 24, Forsyth County, Georgia Records.

43. Utility Easement to Forsyth County recorded at Deed Book 5135, Page 351, Forsyth County, Georgia Records.

44. Partial Release of Utility Easement 5135-351 to Avenue Forsyth, LLC recorded at Deed Book 6107, Page 649, Forsyth County, Georgia Records.

45. Utility Easement to Forsyth County recorded at Deed Book 5135, Page 366, Forsyth County, Georgia Records.

46. Memorandum of Lease to Barnes & Noble Booksellers, Inc. recorded at Deed Book 5147, Page 437, Forsyth County, Georgia Records.

47. Declaration of Easements, Rights, Covenants and Restrictions to Avenue Forsyth, LLC recorded at Deed Book 5167, Page 1, Forsyth County, Georgia Records.

48. Assignment and Assumption of Rights to Forsyth Owner 1,L.P. recorded at Deed Book 6490, Page 277, Forsyth County, Georgia Records.

49. First Amendment to Declaration Easement, Rights, Covenants and Restrictions to American Multi-Cinema, Inc. recorded at Deed Book 5698, Page 718, Forsyth County, Georgia Records.

50. Memorandum of Lease to Red Robin International, Inc. recorded at Deed Book 5242, Page 483, Forsyth County, Georgia Records.

51. Assignment and Assumption Agreement to R Red, LLC recorded at Deed Book 5644, Page 735, Forsyth County, Georgia Records.

52. Agreement Regarding Outparcel Restriction Avenue Forsyth to CP-Forsyth Investments, LLC recorded at Deed Book 5515, Page 627, Forsyth County, Georgia Records.

53. Utility Easement to Forsyth County recorded at Deed Book 5756, Page 69, Forsyth County, Georgia Records.

54. Agreement Regarding Outparcel Restriction Avenue Forsyth to Forsyth Investments, LLC recorded at Deed Book 5937, Page 675, Forsyth County, Georgia Records.

55. First Amendment to Agreement Regarding Outparcel Restriction Avenue Forsyth to Forsyth Owner 1, L.P. recorded at Deed Book 8032, Page 306, Forsyth County, Georgia Records.

56. Agreement Regarding Outparcel Restriction Avenue Forsyth to Forsyth Investments, LLC recorded at Deed Book 5972, Page 634, Forsyth County, Georgia Records.

57. First Amendment to Agreement Regarding Outparcel Restriction Avenue Forsyth to Forsyth Owner 1, L.P. recorded at Deed Book 8032, Page 300, Forsyth County, Georgia Records.

58. Memorandum of Lease to Academy, LTD recorded at Deed Book 5937, Page 689; Deed Book 5972, Page 646, Forsyth County, Georgia Records.

59. Utility Easement to Forsyth County recorded at Deed Book 6107, Page 653, Forsyth County, Georgia Records.

60. Declaration of Covenants, Conditions and restrictions to Avenue Forsyth, LLC recorded at Deed Book 6235, Page 14, Forsyth County, Georgia Records.

61. Assignment and Assumption of Rights to Forsyth Owner 1, LLC recorded at Deed Book 6490, Page 277, Forsyth County, Georgia Records.

62. Memorandum of Lease to Carrabba;s Italian Grill recorded at Deed Book 6252, Page 235, Forsyth County, Georgia Records.

63. Utility Easement to Forsyth County Water and Sewerage Authority recorded at Deed Book 7685, Page 764, Forsyth County, Georgia Records.

64. Termination of Right of First Offer Agreement to Forsyth Owner 1, L.P. recorded at Deed Book 8891, Page 350, Forsyth County, Georgia Records.

65. Easement Agreement to Quiktrip Corporation recorded at Deed Book 1221, Page 364, Forsyth County, Georgia Records.

66. Utility Easement to Sawnee Electric Membership Corporation recorded at Deed Book 222, Page 809, Forsyth County, Georgia Records.

67. Permanent Drainage Easement to Forsyth County recorded at Deed Book 3585, Page 67, Forsyth County, Georgia Records.

68. Temporary Construction Easement to Forsyth County recorded at Deed Book 3585, Page 673, Forsyth County, Georgia Records.

69. Reciprocal Easement Agreement to Quiktrip Corporation recorded at Deed Book 1309, Page 451, Forsyth County, Georgia Records.

70. Termination of Reciprocal Easement Agreement to Avenue Forsyth, LLC Recorded at Deed Book 4603, Page 736, Forsyth County, Georgia Records.

71. Easement Agreement to Quiktrip Corporation recorded at Deed Book 1221, Page 364, Forsyth County, Georgia Records.

72. Pole Line Easement to Georgia Transmission Corporation recorded at Deed Book 1846, Page 311, Forsyth County, Georgia Records.

73. Temporary Construction Easement to Forsyth County recorded at Deed Book 3336, Page 233, Forsyth County, Georgia Records.

74. Permanent Drainage Easement to Forsyth County recorded at Deed Book 3336, Page 230, Forsyth County, Georgia Records.

75. Right of Way Deed to State Highway Department of Georgia recorded at Deed Book C, Page 209; Deed Book 101, Page 492, Forsyth County, Georgia Records.

76. Security Deed recorded in Deed Book 6490, Page 296, in the amount of $83,300,000.00.

77. Assignment of Leases and Rents recorded in Deed Book 6774, Page 535, Forsyth County, Georgia Records.

78. Assignment of Security Deed and Assignment of Leases and Rents recorded in Deed Book 6774, Page 538, Forsyth County, Georgia Records.

79. UCC Financing Statement recorded in Deed Book 6490, Page 347, and continuation filed in Deed Book 8208, Page 764, Forsyth County, Georgia Records.

80. Notice of Commencement recorded in Deed Book 388, Page 641; Deed Book 391, Page 3; Deed Book 394, Page 74; Deed Book 411, Page 339; Deed Book 412, Page 589, Forsyth County, Georgia Records.

81. Right-of-Way Easement to Forsyth County Rural Electric Membership Corporation, recorded in Deed Book 17, Page 30; Deed Book 17, Page 133; and Deed Book 17, Page 164, Forsyth County, Georgia Records.

82. Plat recorded in Plat Book 117, Pages 217-223; Plat Book 121, Pages 1-13; Plat Book 126, Pages 226-234; Plat Book 155, Pages 42-44; Plat Book 142, Pages 124-131; Plat Book 135; Pages 12-13, Forsyth County, Georgia Records.

83. Note for Information Purposes Only: 2018 State and County Property taxes were paid in the amount of $1,106,160.00, on November 13, 2018, being map/parcel No. 107-034. 2019 State and County property taxes are due on or before November 15, 2019.

84. Uses of the property described in Exhibit "A" are limited as provided in the covenants, deeds, and easements of record and attached hereto as Exhibit "B" which is incorporated herein by reference.

Boling Rice LLC
207 Pirkle Ferry Road
Cumming, Georgia 30040
(770) 887-3162

By: Matthew Bottoms

Exhibit A

Legal Description

Shopping Center Parcel TRACT 1

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

1. South 13°21' 19" West, 122.30 feet to a point; thence,
2. South 17°45' 27" West, 362.84 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
3. North 65°02' 30" West, 73.98 feet to a point; thence,
4. South 88°13' 23" West, 224.42 feet to a point; thence,
5. South 01°46' 37" East, 213.00 feet to a point; thence,
6. South 88°13' 23" West, 124.00 feet to a point; thence,
7. South 01°46' 37" East, 151.50 feet to a point; thence,
8. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet to a point; thence,
9. North 88°13' 23" East, 210.25 feet to a point; thence,
10. North 46°29' 56" East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
11. 44.25 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 05°41' 06"West, 44.25 feet to a point; thence,
12. South 49°41' 04"West, 41.73 feet to a point; thence,
13. South 00°00' 00"East, 91.89 feet to a point; thence,
14. 36.31 feet along the arc of a curve deflecting to the right, having a radius of 74.50 feet and a chord bearing and distance of South 49°13' 19"East, 35.95 feet to a point; thence,
15. 35.14 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a bearing and distance of South 01°48' 07"East, 35.14 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
16. North 46°27' 19" West, 98.28 feet to a point; thence,
17. South 88°13' 23" West, 211.96 feet to a point; thence,
18. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
19. South 01°46' 37" East, 470.00 feet to a point; thence,
20. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet to a point; thence,

21. North 88°13' 23" East, 278.39 feet to a point; thence,
22. 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61°02' 30" East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
23. South 07°55' 10" East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
24. 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78°36' 11" West, 22.18 feet to a point; thence,
25. South 88°13' 23" West, 235.33 feet to a point; thence,
26. 21.76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43°42' 36" West, 19.63 feet to a point; thence,
27. South 00°48' 09" East, 7.74 feet to a point; thence,
28. South 88°13' 23" West, 271.85 feet to a point; thence,
29. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
30. South 01°46' 37" East, 106.91 feet to a point; thence,
31. South 46°42' 02" East, 86.28 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway (having a variable Right-of-Way); thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
32. South 88°13' 23" West, 31.86 feet to a point; thence,
33. North 60°17' 16" West, 19.16 feet to a point; thence,
34. South 88°13' 23" West, 45.73 feet to a point; thence,
35. South 01°46' 38" East, 15.18 feet to a point; thence,
36. South 88°13' 22" West, 9.00 feet to a point; thence,
37. North 01°46' 37" West, 40.18 feet to a point; thence,
38. South 88°13' 23" West, 30.27 feet to a point; thence,
39. South 01°46' 37" East, 25.00 feet to a point; thence,
40. South 88°13' 23" West, 25.00 feet to a point; thence,
41. South 43°13' 23" West, 31.13 feet to a point; thence,
42. South 88°13' 23" West, 16.83 feet to a point; thence, leaving the said Right-of-Way of Ronald Reagan Parkway
43. North 43°13' 40" East, 86.42 feet to a point; thence,
44. North 01°46' 37" West, 118.90 feet to a point; thence,
45. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46°46' 37" West, 58.69 feet to a point; thence,
46. South 88°13' 23" West, 502.00 feet to a point; thence,
47. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
48. South 01°46' 37" East, 107.44 feet to a point; thence,
49. South 47°14' 35" East, 86.35 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway; thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
50. South 88°13' 23" West, 168.85 feet to a point; thence,
51. South 43°13' 23" West, 16.97 feet to a point; thence,
52. South 88°13' 23" West, 584.40 feet to a point ;

53. 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86°12' 59" West, 73.54 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway
54. North 43°13' 42" East, 34.77 feet to a point; thence,
55. North 88°13' 25" East, 20.00 feet to a point; thence,
56. North 01°45' 53" West, 25.00 feet to a point; thence,
57. North 88°10' 02" East, 1.25 feet to a point; thence,
58. North 01°46' 37" West, 215.60 feet to a point; thence,
59. North 28°13' 23"East, 19.66 feet to a point; thence,
60. North 01°46' 37"West, 115.36 feet to a point; thence,
61. North 88°13' 23"East, 355.65 feet to a point; thence, 77.75 feet along the arc of a curve deflecting to the left, having a radius of 49.50 feet and a chord bearing and distance of North 43°13' 23"East, 70.00 feet to a point; thence,
63. North 01°46' 37" West, 951.75 feet to a point; thence,
64. North 81°01' 22" West, 127.25 feet to a point; thence,
65. South 67°55' 30" West, 66.08 feet to a point; thence,
66. South 53°56' 35" West, 26.56 feet to a point; thence,
67. North 80°32' 07" West, 45.35 feet to a point; thence,
68. South 69°05' 40" West, 28.47 feet to a point; thence,
69. North 41°57' 40" West, 49.83 feet to a point; thence,
70. South 70°47' 46" West, 60.76 feet to a point; thence,
71. North 85°14' 26" West, 84.43 feet to a point; thence,
72. South 68°38' 52" West, 37.47 feet to a point; thence,
73. South 82°53' 10" West, 16.25 feet to a point; thence,
74. North 19°02' 14" West, 2.16 feet to a point; thence
75. North 85°08' 38" West, 80.71 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400; thence, running with the aforesaid Right-of-Way of Georgia State Highway 400
76. North 62°03' 32" East, 210.22 feet to a point; thence,
77. North 73°20' 13" East, 615.65 feet to a point; thence,
78. North 76°43' 36" East, 1054.76 feet to a point; thence,
79. South 84°11' 20" East, 484.66 feet to a point; thence,
80. South 33°25' 42" East, 89.60 feet to the point of beginning.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13°21' 19" West, 122.30 feet to a point; thence, South 17°45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04°55' 09" West, 619.65 feet to a point; thence, South

07°55' 10" East, 553.61 feet; thence, South 08°14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41°16' 04" West, 43.44 feet; thence, South 88°13' 23" West, 99.55 feet; thence, South 81°23' 16" West, 67.22 feet; thence, South 88°13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84°52' 29" West, 99.85 feet; thence, South 88°13' 23" West, 181.81 feet; thence, South 88°13' 23" West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88°13' 23" West, 472.13 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running
2. North 47°32' 54" West, 86.36 feet to a point; thence,
3. North 01°46' 37" West, 228.26 feet to a point; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43°13' 23" East, 58.69 feet to a point; thence,
5. North 88°13' 23" East, 267.89 feet to a point; thence,
6. 60.45 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 50°02' 54"East, 55.25 feet; thence,
7. 137.65 feet along the arc of a curve deflecting to the left, having a radius of 94.50 feet and a chord bearing and distance of South 50°02' 58"East, 125.80 feet; thence,
8. North 88°13' 23"East, 97.02 feet; thence,
9. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet; thence,
10. South 01°46' 37" East, 119.17 feet; thence,
11. South 43°19' 30" West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the Point of Beginning, containing 162,096 square feet or 3.7212 acres of land, more or less.

C-181

STATE HIGHWAY DEPARTMENT OF GEORGIA

RIGHT OF WAY DEED

GEORGIA, Forsyth County Project No. SP 1732-C

THIS CONVEYANCE made and executed the 21 day of January 1950.

WITNESSETH that Elron Bernett the undersigned, is the owner of a tract of land in said county through which a state aid road, known as project No. SP 1732-C, on State Highway No. 141 between Norcross and Cumming has been laid out by the State Highway Department of Georgia as a part of the State Aid Road System of Georgia, as provided in Acts of the General Assembly of Georgia of 1919 and 1921, said road being more particularly described in a map and drawing of said road in office of the State Highway Department of Georgia, Atlanta, Ga., to which reference is hereby made.

Now, therefore, in consideration of the benefit to my property by the construction or maintenance of said road, and in consideration of ONE DOLLAR ($1.00) in hand paid the receipt whereof is hereby acknowledged, I do hereby grant, bargain, sell and convey to said State Highway Department of Georgia, and their successor in office so much land in Land Lot No. ..... of the ..... Land District or ..... G. M. District of said County as to make a right of way for said road as surveyed and measured from the center line of the highway location as follows:

From Sta. 322+25 to Sta. 328+25 a strip 43-30-50 ft. wide left side

From Sta. 327+70 to Sta. 328+25 a strip 0-10 ft. wide right side

From Sta. ..... to Sta. ..... a strip ..... ft. wide ..... side

From Sta. ..... to Sta. ..... a strip ..... ft. wide ..... side

Said right of way is more particularly described according to a plat of the right of way through the property of Elron Bernett prepared by the State Highway Department of Georgia, dated the 15 day of December 1949 and made a part of this description. Said plat is hereto attached or is on file in the office of the State Highway Department of Georgia, No. 2 Capitol Square, Atlanta, Georgia.

Said right of way begins at Station 322+25 which is the boundary line between the lands of T. R. Brannon and the undersigned party and continues to Station 328+25 which is the boundary lines between the lands of the undersigned and E. W. Lively and totals 0.303 Acres.

CONDITIONS AND RESERVATIONS

In case the right of way is abandoned as a highway location, same shall revert to the property from which it is taken.

The information filled in with ink in the above description was inserted before the execution by the Grantor.

AND for the same consideration, I do further grant the right to all necessary drainage in the construction and maintenance of said road constructed over the said right of way and on my lands adjacent thereto, and also release said County and State Highway Department from any claim of damage arising on account of construction of said roads or fills and embankments, ditches or culverts or bridges, on account of back water, changing of courses of streams, or in any other manner.

To have and to hold the said conveyed premises in fee simple.

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

In Testimony whereof, I have hereunto set my hand and seal the day above written.

Signed, sealed and delivered in the presence of

C. W. Boling

S. G. Clement, N.P.
Notary Public

E. L. Barnett (L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

Deed No. (34)

Filed this 10 day of April, 19 50 at 9 o'clock A. M.

Recorded this 13 day of April, 19 50

J.V. Merritt
Clerk Superior Court

See Deed Book 223
Pg. 309

390

Forsyth County, Georgia
Real Estate Transfer Tax
Paid $ 6.10
Date 8-31-71
Cecil McClure
Clerk of Superior Court

STATE HIGHWAY DEPARTMENT OF GEORGIA
RIGHT OF WAY DEED
(Limited Access)

GEORGIA FORSYTH COUNTY PROJECT NO. APD-056-1 (14)

THIS CONVEYANCE made and executed the 17th day of May, 1971

WITNESSETH that Bill H. Barnett, E.L. Barnett, Edwin N. Gravitt, Emory Lipscomb, George E. Cashin and Coy R. Johnson, the undersigned, is the owner of a tract of land in FORSYTH COUNTY through which the Appalachian Developement Highway known as Project No. APD-056-1 (14) has been laid out by the STATE HIGHWAY DEPARTMENT OF GEORGIA as a LIMITED ACCESS HIGHWAY being more particularly described in a map and drawing of said road in the office of the State Highway Department of Georgia, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00) in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant, sell and convey to said STATE HIGHWAY DEPARTMENT OF GEORGIA, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel lying and being in Land Lot 486 of the 2nd Land District of said county and being described as follows:

Beginning at Sta. 287+03.4 on the survey centerline of said project, said point being at the boundary between lands of the grantor and lands now or formerly owned by J. A. Glover, and running thence N 03° 31' E along said boundary 249 feet to a point 182.4 feet left of Sta. 288+69.2; thence northeasterly 36.7 feet to a point on the boundary of a tract now or formerly owned by Mrs. E. W. Lively, said point being 180.3 feet left of Sta. 289+04.2; thence northeasterly along said boundary 619.8 feet, more or less, to a point 165.7 feet right and southeast of Sta. 294+18.34; thence southwesterly 113.4 feet to a point 160 feet right of Sta. 293+00; thence southwesterly 667.3 feet, more or less, to a point 200 feet right of Sta. 286+00; thence southeasterly 113.8 feet, more or less, to a point on the J. A. Glover boundary, said point being 210.9 feet right of Sta. 284+80.3; thence N 03° 31' E along said boundary 302.5 feet, more or less, to the beginning point.

PLAT RECORDED IN
PLAT BOOK 7 PAGE 183

For the same consideration I hereby convey and relinquish to the STATE HIGHWAY DEPARTMENT OF GEORGIA all rights of access between the LIMITED ACCESS HIGHWAY and approaches thereto on the above numbered highway project and my remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the State Highway Department of Georgia.

Said right of way hereby conveyed, consisting of 4.045 acres, more or less, is shown in color on the plat of the property prepared by the STATE HIGHWAY DEPARTMENT OF GEORGIA, dated August 8, 1969, attached hereto and made a part of this description.

To have and to hold the said conveyed premises in fee simple.

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

In Testimony whereof, I have hereunto set my hand and seal the day above written.

Signed, Sealed and Delivered in the presence of:

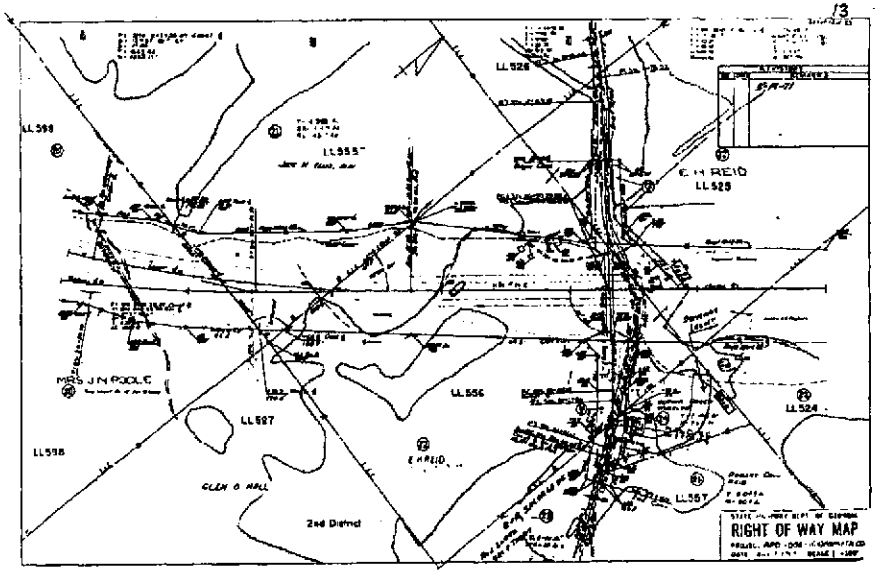
Mildred E. Roper
Linda H. Pruitt
Notary Public
Comm. Expires 6-27-73

E.L. Barnett (L.S.)
Bill H. Barnett (L.S.)
Emory Lipscomb (L.S.)
Coy R. Johnson (L.S.)
George E. Cashin (L.S.)
Edwin N. Gravitt (L.S.)

(Deed No. 27)

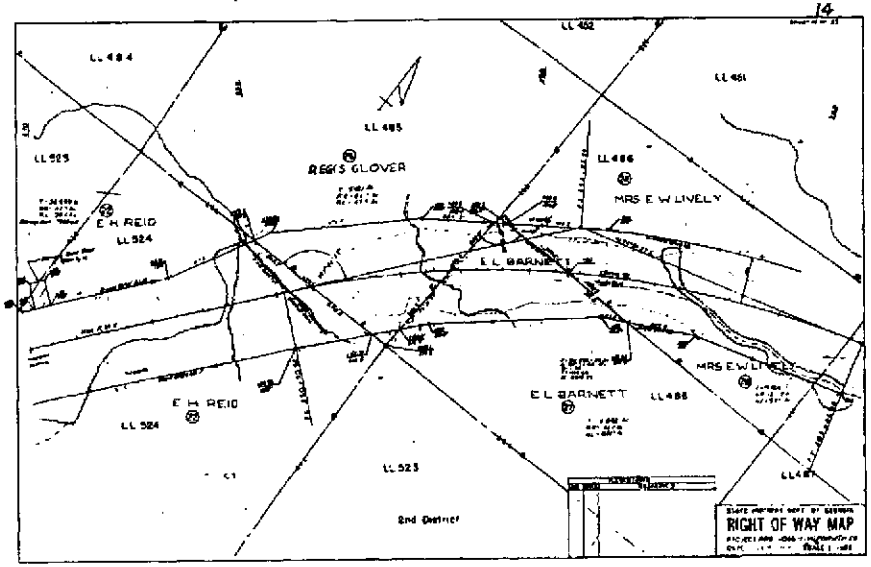
Filed 2 day July 19 71 at 8:45 o'clock A M.
Recorded 2 Day July 19 71 Cecil McClure, Clerk

13



Filed & Recorded 7/11/91, Clerk McClain Cdc

14



Filed & Recorded 7/11/91, Clerk McClain

102-493

Forsyth

Recorded in Office of Clerk of Superior Court

Paid $3270

Date 11-5-71

Ruth McClure

Clerk of Superior Court

STATE HIGHWAY DEPARTMENT OF GEORGIA
RIGHT OF WAY DEED
(Limited Access)

GEORGIA FORSYTH COUNTY PROJECT NO. APD-056-1 (14)

THIS CONVEYANCE made and executed the 15 day of October, 19 71

WITNESSETH that Mrs. E. W. Lively A/K/A Ruth B. Lively, the undersigned, is the owner of a tract of land in FORSYTH COUNTY through which the Appalachian Developement Highway known as Project No. APD-056-1 (14) has been laid out by the STATE HIGHWAY DEPARTMENT OF GEORGIA as a LIMITED ACCESS HIGHWAY being more particularly described in a map and drawing of said road in the office of the State Highway Department of Georgia, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00) in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant, sell and convey to said STATE HIGHWAY DEPARTMENT OF GEORGIA, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel lying and being in Land Lot 486, 487 & 449 of the 2nd Land District of said county and being described as follows:

Beginning at a point on the boundary between lands of the grantor and lands now or formerly owned by E. L. Barnett, said point being at Sta. 291+47.7 on the project survey centerline, and running thence westerly 307.6 feet along said boundary to a point 180.3 feet left of Sta. 289+04.2; thence northeasterly 414.3 feet to a point 180 feet left of Sta. 293+00; thence northeasterly 1095.8 feet to a point 180 feet left of Sta. 303+46.48; thence northeasterly 34.5 feet to a point on the boundary of a tract now or formerly owned by Earl N. Frazier, said point being 182 feet left of Sta. 303+80.96; thence easterly 1751.0 feet along said boundary to a point on the northwest right of way boundary of State Route 141, said point being 290.1 feet right of Sta. 320+67.0; thence southwesterly along said boundary to a point 50 feet right of State Route 141 relocation survey Sta. 29+50; thence northwesterly 23 feet to a point 75 feet right of State Route 141 relocation survey Sta. 29+50; thence northeasterly 250.8 feet to a point 75 feet right of State Route 141 relocation survey Sta. 27+00; thence northwesterly 89.6 feet to a point 440 feet right of Sta. 318+50 on the project survey centerline; thence northwesterly to a point 260 feet right of Sta. 314+00; thence southwesterly to a point 210 feet right of Sta. 303+46.48; thence southwesterly 615.6 feet to a point 165 feet right of Sta. 297+00; thence southwesterly 269.5 feet to a point on the boundary of a tract now or formerly owned by E. L. Barnett, said point being 165.7 feet right of Sta. 294+18.34; thence westerly 312.2 feet along said boundary to the beginning point.

For the same consideration I hereby convey and relinquish to the STATE HIGHWAY DEPARTMENT OF GEORGIA all rights of access between the LIMITED ACCESS HIGHWAY and approaches thereto on the above numbered highway project and my remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the State Highway Department of Georgia.

Said right of way hereby conveyed, consisting of 19.126 acres, more or less, is shown in color on the plat of the property prepared by the STATE HIGHWAY DEPARTMENT OF GEORGIA, dated August 8, 1969, attached hereto and made a part of this description.

PLAT RECORDED IN PLAT BOOK 7 PAGE 25

To have and to hold the said conveyed premises in fee simple.

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

In Testimony whereof, I have hereunto set my hand and seal the day above written.

Signed, Sealed and Delivered in the presence of:

Harold D. Allen

Ruth B. Lively (L.S.)

Notary Public

Notary Public, State of Georgia
Expires March 16, 1974

(L.S.)

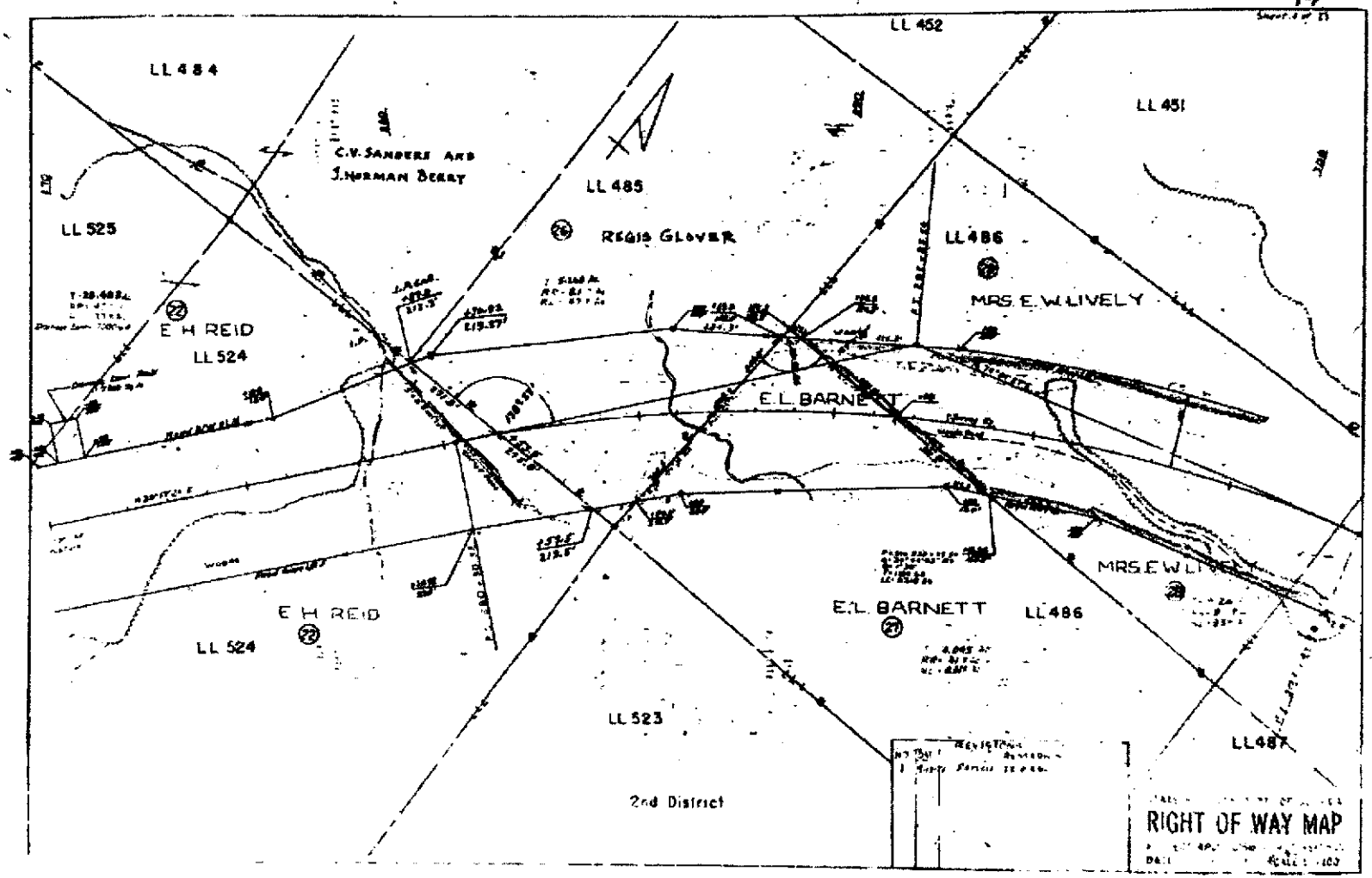
(L.S.)

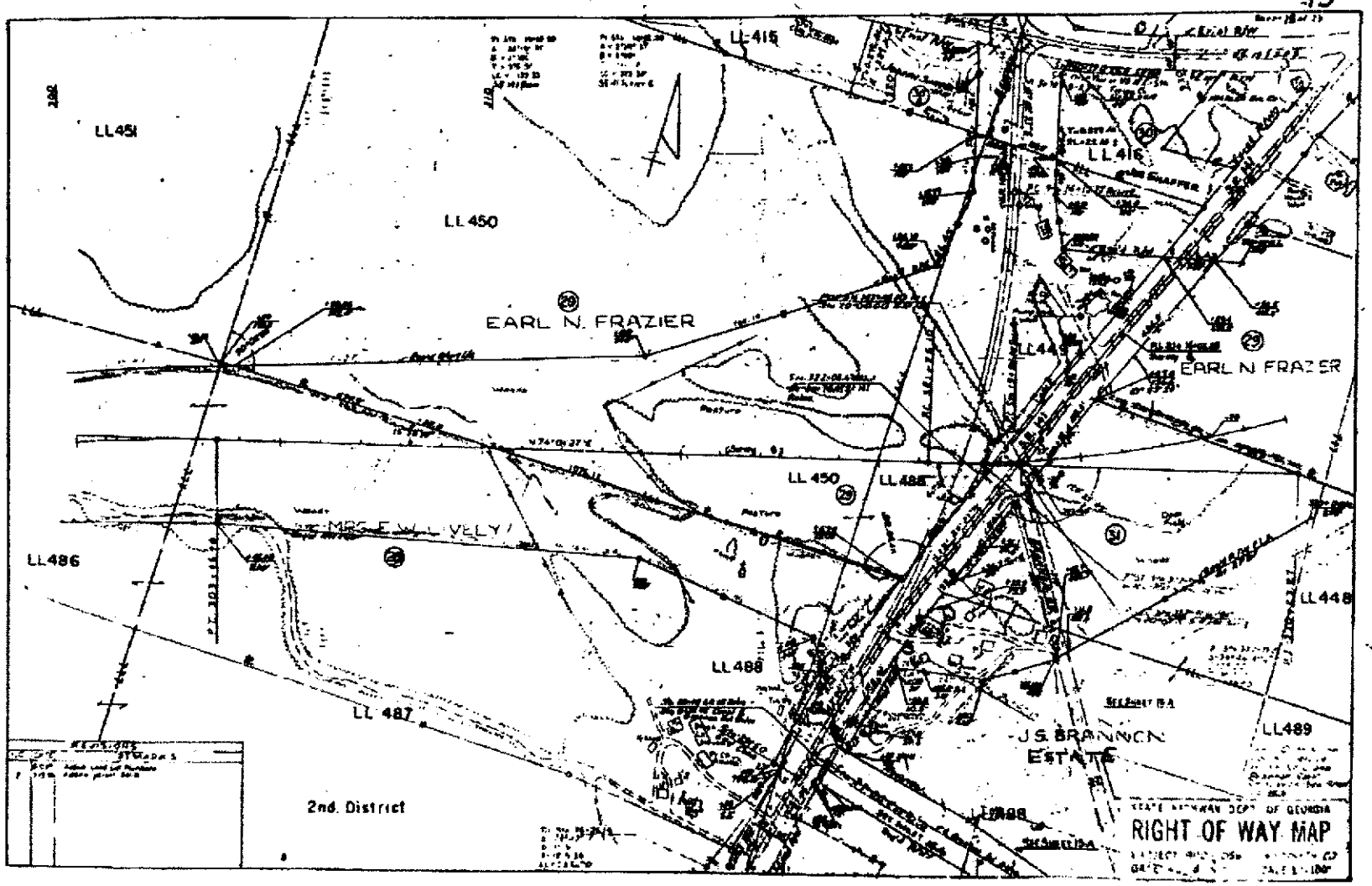
(L.S.)

NOTARY GEORGIA PUBLIC STATE AT LARGE

(Deed No. 28)

493


LL 452
LL 484
LL 451
C.V. SANDERS AND J. NORMAN BERRY
LL 485
LL 525
REGIS GLOVER
LL 486
MRS. E. W. LIVELY
E. H. REID
LL 524
E. L. BARNETT
E. H. REID
LL 524
E. L. BARNETT
LL 486
LL 523
LL 487
2nd District
RIGHT OF WAY MAP



Filed 5 Jan 7 Dec. 19 7 at 2:45 o'clock P M.
Recorded 8 Day 7 Dec. 19 7 Cecil McClure, Clerk

01450
0020

BK 1450 PG 0020

Forsyth County, Georgia
Real Estate Transfer Tax
Paid —0—
Date 2-17-99
Douglas Jarrell By
Clerk of the Superior Court

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 17
day of Feb 1999
at 11:10 o'clock AM. Recorded in
Book ____ Page ____
day of 2-17, 1999
Douglas Jarrell Clerk, By AC

Paid
Return to:
Michelle W. Gee
Department of Transportation
P.O. Box 1057
Gainesville, GA 30503

DEPARTMENT OF TRANSPORTATION
MICHELLE W. GEE, RIGHT OF WAY SECTION
P.O. BOX 1057, GAINESVILLE, GEORGIA 30503
RIGHT OF WAY DEED

GEORGIA, FORSYTH COUNTY

PROJECT NO. STP-104-1(39)
P.I. NO. 121980

THIS CONVEYANCE made and executed the 17th day of February, 1999.

WITNESSETH that QUIKTRIP CORPORATION, the undersigned (hereinafter referred to as "Grantor"), is the owner of a tract of land in FORSYTH COUNTY through which the widening and improving of State Route 141, known as Project No. STP-104-1(39), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 487 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.357 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated June 30, 1997; revised September 1, 1998, said plat attached hereto and made a part of this deed as Exhibit "B".

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

TO HAVE AND TO HOLD the said conveyed premises in fee simple. This conveyance and the warranty of title contained herein are made expressly subject to all matters of record affecting the said conveyed premises.

Parcel No. 127

01450
0021

BK 1450 PG 0021

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents against the claims of those claiming by, through or under Grantor, but not otherwise.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 17th day of February,
1999, in the presence of:

Witness

Notary Public Shana D. Sanders
Notary Public, Gwinnett County, Georgia
My Commission Expires Jan. 12, 2001

QuikTrip Corporation

BY: _____ (L.S.)

TITLE: Exec Vice President

ATTEST: _____ (L.S.)

TITLE: Asst. Sec.

(SEAL)

Parcel No. 127

DOT 118
Rev. 08/90

EXHIBIT "A"

Project No.:	STP-104-1(39) Forsyth County
P.I. No.:	121980
Parcel No.:	127
Take:	0.357
Date of R/W Plans:	June 30, 1997
Revision Date:	September 1, 1998

All that tract or parcel of land lying and being in Land Lot 487 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia and being more particularly described as follows:

Beginning at a point 14.81 feet left of and opposite Station 30+159.35 on the construction centerline of State Route 141 on Georgia Highway Project No. STP-104-1 (39).

From the Point of Beginning.
Thence N 88~03'04"W for 20.727m(68.00f) to a point on the boundary.
Thence N 00~00'00"E for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 008~06'58", radius 425.000m(1394.35f), chord
bearing N 02~31'31"W, and chord distance 60.153m(197.35f). Along the
said curve for an arc distance of 60.203m(197.52f) to the end of the curve.
Thence N 00~00'00"E for 0.000m(0.00f) to a point on the boundary.
Thence S 89~54'25"E for 26.976m(88.50f) to a point on the boundary.
Thence N 00~00'00"E for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 002~23'04", radius 1462.553m(4798.39f), chord
bearing S 03~24'01"W, and chord distance 60.863m(199.68f). Along the
said curve for an arc distance of 60.867m(199.69f) to the end of the curve.
Thence N 02~12'30"E for 0.000m(0.00f) to the Point of Beginning.
Containing 1470.943sm(0.147hectares)(15833.03sf(0.357acres)) more or less.

Less and except all that tract or parcel of land lying and being in Land Lot 487 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia and being more particularly described as follows:

Beginning at a point 27.56 feet left of and opposite Station 30+166.65 on the construction centerline of State Route 141 on Georgia Highway Project No. STP-104-1(39).

From the Point of Beginning.
Thence N 86~50'35"W for 7.620m(25.00f) to a point on the boundary.
Thence N 03~09'25"E for 3.048m(10.00f) to a point on the boundary.
Thence S 86~50'35"E for 7.620m(25.00f) to a point on the boundary.
Thence S 03~09'25"W for 3.048m(10.00f) to the Point of Beginning.
Containing 23.226sm(0.002hectares)(250.00sf(0.006acres)) more or less.

01450
.0023

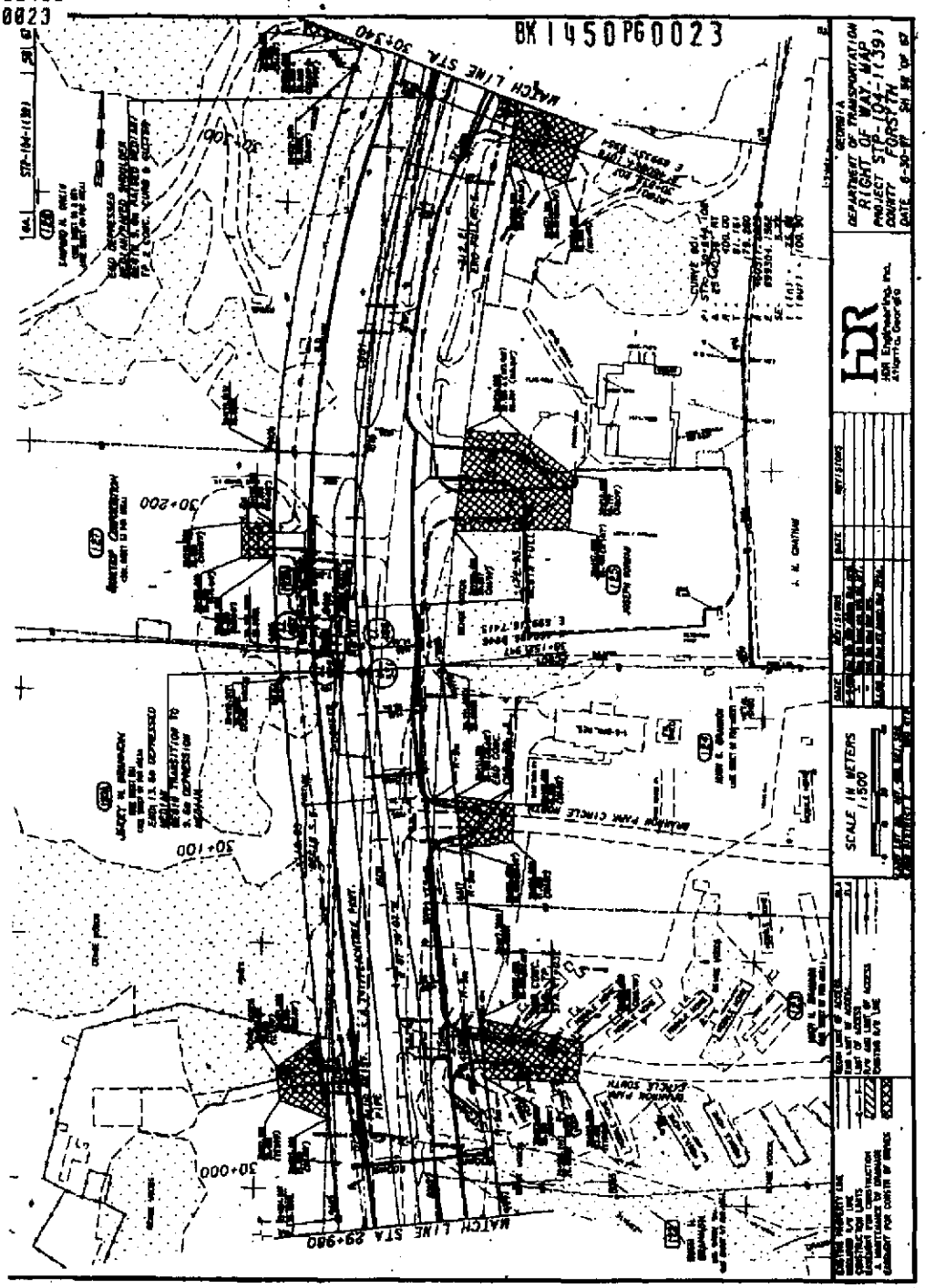


EXHIBIT "B"

31450
0024

BK1450 PG 0024

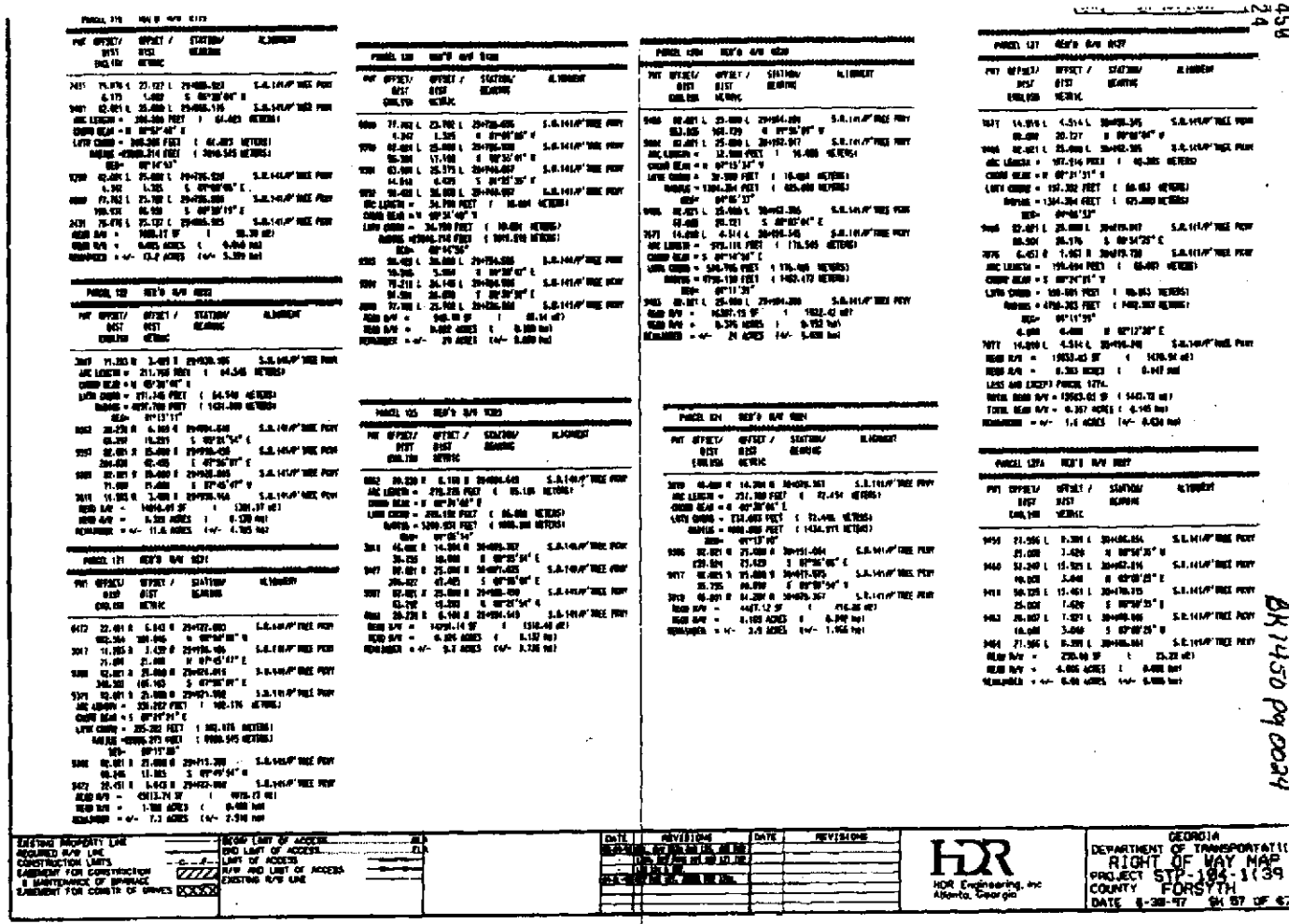


EXHIBIT "B"

01450
0025

BK 1450 PG 0025

Forsyth County, Georgia
Real Estate Transfer Tax
Paid — 0 —
Date 2-17-99
Douglas Sorrells By
Clerk of the Superior Court

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 17
day of Feb 19 99
at 11:12 o'clock A M. Recorded in
Book ____ Page ____
day of 2-19, 1999
Douglas Sorrells Clerk, By AC

Pd 4 Rct
Return to:
Michelle Gee
Dept. of Transportation
P.O. Box 1057
Gainesville, GA 30503

DEPARTMENT OF TRANSPORTATION
P.O. BOX 1057, GAINESVILLE, GEORGIA 30503
QUITCLAIM DEED

GEORGIA, FORSYTH COUNTY

PROJECT NO. STP-104-1(39)
P.I. NO. 121980

THIS INDENTURE, made this 17th day of February, 1999, CLARKE RAWSON, party of the first part, and the GEORGIA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the DEPARTMENT.

WITNESSETH: That the said party of the first party for and in consideration of the sum of ONE DOLLAR ($1.00), cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release, and forever quitclaim to the DEPARTMENT, its heirs and assigns, all the right, title, interest, claim or demand which the said party of the first part has or may have had in and to that certain parcel of land described as follows:

"SEE ATTACHED DESCRIPTION"

With all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said DEPARTMENT and its successors in office, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under the party of the first part shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

Parcel No. 127

IN WITNESSETH WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal the day and year first above written.

Signed, Sealed and Delivered this
17th day of February,
1999, in the presence of:

Clarke Rawson (L.S.)

Witness

Notary Public
My commission expires
3/ 10/2002.

Parcel No. 127

R/W 1548A
Rev. 03/98

EXHIBIT "A"

Project No.:	STP-104-1(39) Forsyth County
P.I. No.:	121980
Parcel No.:	127
Take:	0.357
Date of R/W Plans:	June 30, 1997
Revision Date:	September 1, 1998

All that tract or parcel of land lying and being in Land Lot 487 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia and being more particularly described as follows:

Beginning at a point 14.81 feet left of and opposite Station 30+159.35 on the construction centerline of State Route 141 on Georgia Highway Project No. STP-104-1 (39).

From the Point of Beginning.
Thence N 88~03'04"W for 20.727m(68.00f) to a point on the boundary.
Thence N 00~00'00"E for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 008~06'58", radius 425.000m(1394.35f), chord
bearing N 02~31'31"W, and chord distance 60.153m(197.35f). Along the
said curve for an arc distance of 60.203m(197.52f) to the end of the curve.
Thence N 00~00'00"E for 0.000m(0.00f) to a point on the boundary.
Thence S 89~54'25"E for 26.976m(88.50f) to a point on the boundary.
Thence N 00~00'00"E for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 002~23'04", radius 1462.553m(4798.39f), chord
bearing S 03~24'01"W, and chord distance 60.863m(199.68f). Along the
said curve for an arc distance of 60.867m(199.69f) to the end of the curve.
Thence N 02~12'30"E for 0.000m(0.00f) to the Point of Beginning.
Containing 1470.943sm(0.147hectares)(15833.03sf(0.357acres)) more or less.

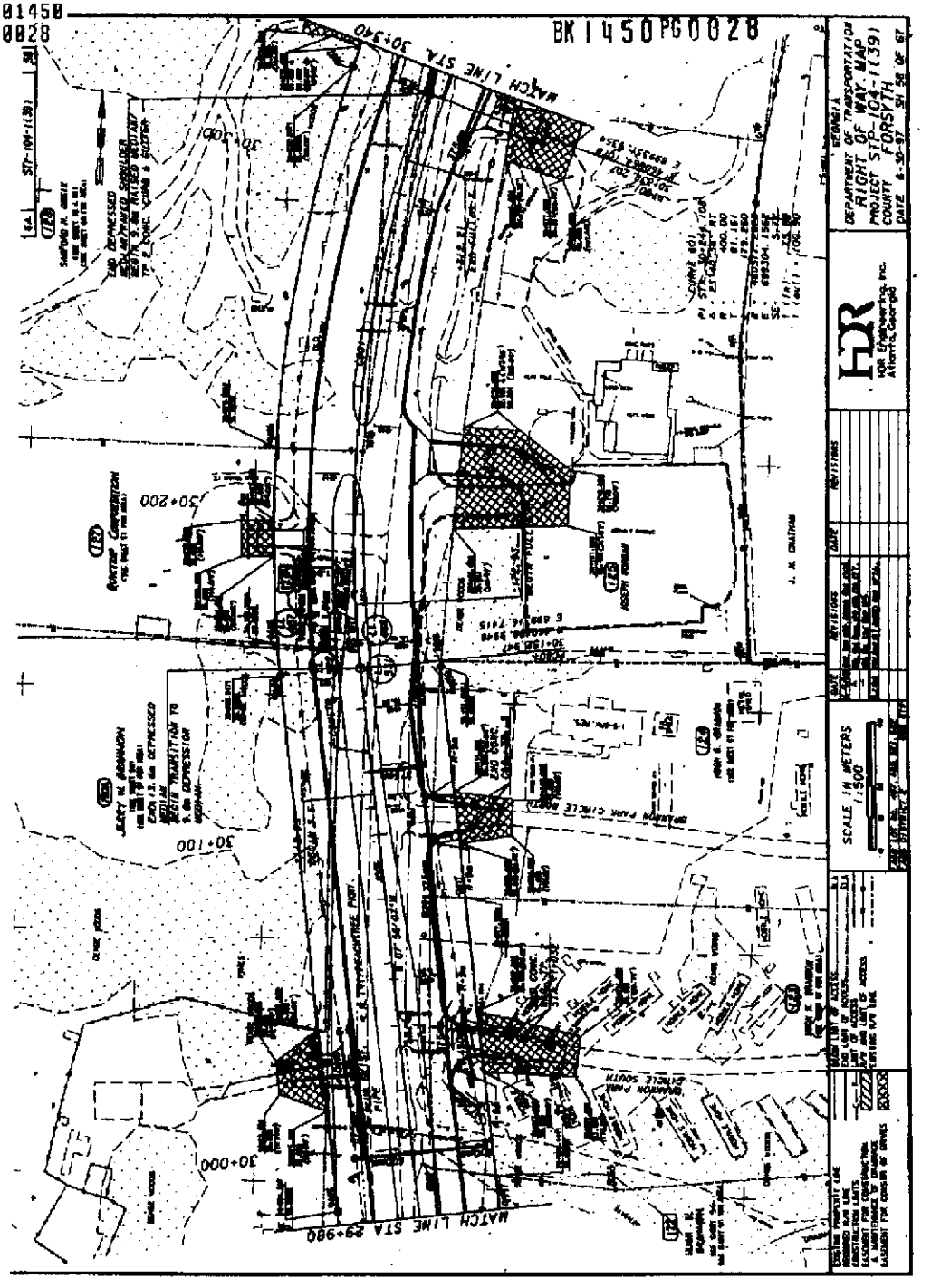
Less and except all that tract or parcel of land lying and being in Land Lot 487 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia and being more particularly described as follows:

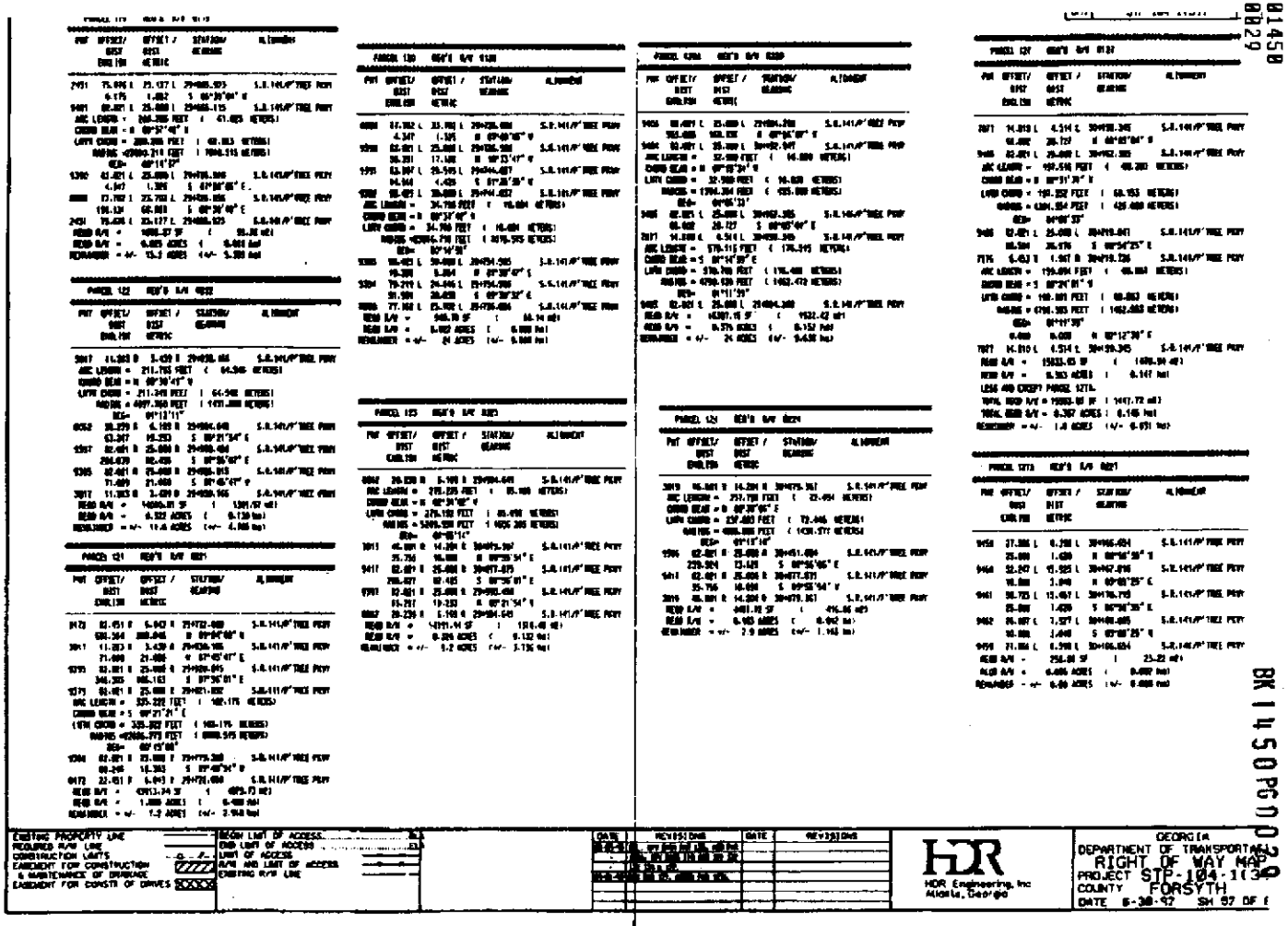
Beginning at a point 27.56 feet left of and opposite Station 30+166.65 on the construction centerline of State Route 141 on Georgia Highway Project No. STP-104-1(39).

From the Point of Beginning.
Thence N 86~50'35"W for 7.620m(25.00f) to a point on the boundary.
Thence N 03~09'25"E for 3.048m(10.00f) to a point on the boundary.
Thence S 86~50'35"E for 7.620m(25.00f) to a point on the boundary.
Thence S 03~09'25"W for 3.048m(10.00f) to the Point of Beginning.
Containing 23.226sm(0.002hectares)(250.00sf(0.006acres)) more or less.

01450
0028

BK1450PG0028





PARCEL 119 REQ'D R/W 0119

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
2451	75.096 L	23.137 L	29+[illegible].593	S.R.141/P'TREE PKWY
	6.175	1.882	S 00°30'00" W	
9401	82.021 L	25.000 L	29+[illegible].115	S.R.141/P'TREE PKWY
ARC LENGTH =	[illegible] FEET	(41.025 METERS)		
CHORD BEAR =	N 00°57'40" W			
LATH CHORD =	[illegible] FEET	([illegible] METERS)		
RADIUS =	[illegible] FEET	([illegible] METERS)		
DEG=	00°14'37"			
1390	82.021 L	25.000 L	29+[illegible]	S.R.141/P'TREE PKWY
	4.347	1.325	S 07°00'00" E	
[illegible]	77.702 L	23.702 L	29+[illegible]	S.R.141/P'TREE PKWY
	196.134	60.000	S 00°30'00" E	
2451	75.076 L	23.137 L	29+[illegible].525	S.R.141/P'TREE PKWY
READ R/W =	[illegible] SF	([illegible] mil)		
READ R/W =	0.[illegible] ACRES	([illegible] ha)		
REMAINDER = +/-	15.3 ACRES	(+/- 5.[illegible] ha)		

PARCEL 122 REQ'D R/W 0122

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
3017	11.283 R	3.439 R	29+[illegible]	S.R.141/P'TREE PKWY
ARC LENGTH =	211.783 FEET	(64.[illegible] METERS)		
CHORD BEAR =	N 00°30'47" W			
LATH CHORD =	211.[illegible] FEET	(64.[illegible] METERS)		
RADIUS =	4097.[illegible] FEET	(1[illegible] METERS)		
DEG=	00°13'11"			
0052	30.279 R	6.[illegible] R	29+[illegible]	S.R.141/P'TREE PKWY
	63.347	19.[illegible]	S 00°21'34" E	
9397	82.021 R	25.000 R	29+[illegible]	S.R.141/P'TREE PKWY
	204.[illegible]	62.[illegible]	S 00°36'07" E	
9395	82.021 R	25.000 R	29+[illegible]	S.R.141/P'TREE PKWY
	71.[illegible]	21.[illegible]	S 07°45'47" W	
3017	11.283 R	3.439 R	29+[illegible]	S.R.141/P'TREE PKWY
READ R/W =	[illegible] SF	(1301.[illegible] mil)		
READ R/W =	0.322 ACRES	(0.130 ha)		
REMAINDER = +/-	11.6 ACRES	(+/- 4.[illegible] ha)		

PARCEL 121 REQ'D R/W 0121

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
0472	82.451 R	6.043 R	29+[illegible]	S.R.141/P'TREE PKWY
	[illegible]	[illegible]	N 09°04'00" W	
3017	11.283 R	3.439 R	29+[illegible]	S.R.141/P'TREE PKWY
	71.[illegible]	21.[illegible]	N 07°45'47" E	
9395	82.021 R	25.000 R	29+[illegible]	S.R.141/P'TREE PKWY
	346.[illegible]	[illegible]	S 07°36'01" E	
9375	82.021 R	25.000 R	29+[illegible]	S.R.141/P'TREE PKWY
ARC LENGTH =	335.222 FEET	(102.175 METERS)		
CHORD BEAR =	S 00°21'21" E			
LATH CHORD =	335.[illegible] FEET	(102.175 METERS)		
RADIUS =	[illegible] FEET	([illegible] METERS)		
DEG=	00°15'00"			
9394	82.021 R	25.000 R	29+[illegible]	S.R.141/P'TREE PKWY
	60.[illegible]	18.[illegible]	S 07°40'34" W	
0472	22.451 R	6.043 R	29+[illegible]	S.R.141/P'TREE PKWY
READ R/W =	[illegible] SF	([illegible] mil)		
READ R/W =	1.[illegible] ACRES	(0.[illegible] ha)		
REMAINDER = +/-	7.2 ACRES	(+/- 2.[illegible] ha)		

PARCEL 120 REQ'D R/W 0120

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
[illegible]	77.702 L	23.702 L	29+[illegible]	S.R.141/P'TREE PKWY
	4.347	1.325	N 07°00'00" W	
9398	82.021 L	25.000 L	29+[illegible]	S.R.141/P'TREE PKWY
	36.[illegible]	17.[illegible]	N 00°33'47" W	
9395	82.[illegible] L	25.[illegible] L	29+[illegible]	S.R.141/P'TREE PKWY
	14.[illegible]	4.[illegible]	S 07°36'36" W	
9392	82.021 L	25.000 L	29+[illegible]	S.R.141/P'TREE PKWY
ARC LENGTH =	34.[illegible] FEET	(10.[illegible] METERS)		
CHORD BEAR =	N 00°37'40" W			
LATH CHORD =	34.[illegible] FEET	(10.[illegible] METERS)		
RADIUS =	[illegible] FEET	([illegible] METERS)		
DEG=	00°14'38"			
9395	82.021 L	25.000 L	29+[illegible]	S.R.141/P'TREE PKWY
	19.[illegible]	5.[illegible]	N 07°30'47" E	
9394	79.[illegible] L	24.[illegible] L	29+[illegible]	S.R.141/P'TREE PKWY
	31.[illegible]	20.[illegible]	S 09°30'32" E	
[illegible]	77.[illegible] L	23.[illegible] L	29+[illegible]	S.R.141/P'TREE PKWY
READ R/W =	[illegible] SF	([illegible] mil)		
READ R/W =	0.[illegible] ACRES	(0.[illegible] ha)		
REMAINDER = +/-	24 ACRES	(+/- 9.[illegible] ha)		

PARCEL 123 REQ'D R/W 0123

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
0062	20.[illegible] R	6.[illegible] R	29+[illegible]	S.R.141/P'TREE PKWY
ARC LENGTH =	278.[illegible] FEET	(85.[illegible] METERS)		
CHORD BEAR =	N 02°31'02" W			
LATH CHORD =	278.[illegible] FEET	(85.[illegible] METERS)		
RADIUS =	5[illegible] FEET	(1[illegible] METERS)		
DEG=	00°[illegible]'14"			
3013	46.[illegible] R	14.[illegible] R	30+[illegible]	S.R.141/P'TREE PKWY
	35.[illegible]	10.[illegible]	N 09°[illegible]'54" E	
9417	82.021 R	25.000 R	30+[illegible]	S.R.141/P'TREE PKWY
	[illegible]	62.[illegible]	S 00°36'01" E	
9397	82.021 R	25.000 R	29+[illegible]	S.R.141/P'TREE PKWY
	61.[illegible]	19.[illegible]	N 07°21'54" W	
0062	20.[illegible] R	6.[illegible] R	29+[illegible]	S.R.141/P'TREE PKWY
READ R/W =	[illegible] SF	([illegible] mil)		
READ R/W =	0.[illegible] ACRES	(0.132 ha)		
REMAINDER = +/-	9.2 ACRES	(+/- 3.[illegible] ha)		

PARCEL 124A REQ'D R/W 0120

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
9405	82.021 L	25.000 L	29+[illegible]	S.R.141/P'TREE PKWY
	[illegible]	[illegible]	N 07°36'07" W	
9404	82.021 L	25.000 L	30+[illegible]	S.R.141/P'TREE PKWY
ARC LENGTH =	32.[illegible] FEET	(10.[illegible] METERS)		
CHORD BEAR =	N 07°[illegible]'34" W			
LATH CHORD =	32.[illegible] FEET	(10.[illegible] METERS)		
RADIUS =	1[illegible] FEET	([illegible] METERS)		
DEG=	04°05'33"			
9406	82.021 L	25.000 L	30+[illegible]	S.R.141/P'TREE PKWY
	60.[illegible]	20.[illegible]	S 00°05'00" E	
7071	14.[illegible] L	4.514 L	30+[illegible]	S.R.141/P'TREE PKWY
ARC LENGTH =	570.[illegible] FEET	(176.[illegible] METERS)		
CHORD BEAR =	S 00°14'39" E			
LATH CHORD =	570.[illegible] FEET	(176.[illegible] METERS)		
RADIUS =	4[illegible] FEET	(1[illegible] METERS)		
DEG=	01°11'39"			
9402	82.021 L	25.000 L	29+[illegible]	S.R.141/P'TREE PKWY
READ R/W =	[illegible] SF	([illegible] mil)		
READ R/W =	0.[illegible] ACRES	(0.152 ha)		
REMAINDER = +/-	24 ACRES	(+/- 9.[illegible] ha)		

PARCEL 124 REQ'D R/W 0124

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
3019	46.[illegible] R	14.[illegible] R	30+[illegible]	S.R.141/P'TREE PKWY
ARC LENGTH =	257.[illegible] FEET	(22.[illegible] METERS)		
CHORD BEAR =	N 07°30'06" E			
LATH CHORD =	257.[illegible] FEET	(72.[illegible] METERS)		
RADIUS =	[illegible] FEET	(1[illegible] METERS)		
DEG=	01°13'14"			
9396	82.021 R	25.000 R	30+[illegible]	S.R.141/P'TREE PKWY
	239.[illegible]	73.[illegible]	S 00°36'06" E	
9411	82.021 R	25.000 R	30+[illegible]	S.R.141/P'TREE PKWY
	35.[illegible]	10.[illegible]	S 09°55'54" W	
3019	46.[illegible] R	14.[illegible] R	30+[illegible]	S.R.141/P'TREE PKWY
READ R/W =	[illegible] SF	([illegible] mil)		
READ R/W =	0.[illegible] ACRES	(0.[illegible] ha)		
REMAINDER = +/-	2.9 ACRES	(+/- 1.[illegible] ha)		

PARCEL 127 REQ'D R/W 0127

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
7071	14.[illegible] L	4.514 L	30+[illegible]	S.R.141/P'TREE PKWY
	60.[illegible]	20.[illegible]	N 00°05'04" W	
9406	82.021 L	25.000 L	30+[illegible]	S.R.141/P'TREE PKWY
ARC LENGTH =	197.[illegible] FEET	([illegible] METERS)		
CHORD BEAR =	N 00°31'30" W			
LATH CHORD =	197.[illegible] FEET	(60.[illegible] METERS)		
RADIUS =	4[illegible] FEET	(1[illegible] METERS)		
DEG=	04°00'33"			
9406	82.021 L	25.000 L	30+[illegible]	S.R.141/P'TREE PKWY
	60.[illegible]	20.[illegible]	S 00°54'25" E	
7176	6.[illegible] R	1.[illegible] R	30+[illegible]	S.R.141/P'TREE PKWY
ARC LENGTH =	1[illegible] FEET	([illegible] METERS)		
CHORD BEAR =	S 00°24'01" W			
LATH CHORD =	1[illegible] FEET	([illegible] METERS)		
RADIUS =	4[illegible] FEET	(1[illegible] METERS)		
DEG=	01°11'39"			
0.000	0.000	N 02°12'30" E		
7071	14.[illegible] L	4.514 L	30+[illegible]	S.R.141/P'TREE PKWY
READ R/W =	15[illegible] SF	([illegible] mil)		
READ R/W =	0.[illegible] ACRES	(0.147 ha)		
LESS AND EXCEPT PARCEL 127A				
TOTAL READ R/W =	15[illegible] SF	(1447.72 mil)		
TOTAL READ R/W =	0.367 ACRES	(0.146 ha)		
REMAINDER = +/-	1.0 ACRES	(+/- 0.[illegible] ha)		

PARCEL 127A REQ'D R/W 0127

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
9458	27.[illegible] L	8.[illegible] L	30+[illegible]	S.R.141/P'TREE PKWY
	25.[illegible]	1.[illegible]	N 00°56'36" W	
9460	32.247 L	15.525 L	30+[illegible]	S.R.141/P'TREE PKWY
	10.[illegible]	3.[illegible]	N 07°03'25" E	
9461	30.725 L	15.[illegible] L	30+[illegible]	S.R.141/P'TREE PKWY
	25.[illegible]	1.[illegible]	S 00°36'36" E	
9462	26.[illegible] L	7.527 L	30+[illegible]	S.R.141/P'TREE PKWY
	10.[illegible]	3.[illegible]	S 07°03'25" W	
9459	27.[illegible] L	8.[illegible] L	30+[illegible]	S.R.141/P'TREE PKWY
READ R/W =	256.[illegible] SF	(23.22 mil)		
READ R/W =	0.[illegible] ACRES	(0.[illegible] ha)		
REMAINDER = +/-	0.[illegible] ACRES	(+/- 0.[illegible] ha)		

EXISTING PROPERTY LINE	BEGIN LIMIT OF ACCESS	DATE	REVISIONS
REQUIRED R/W LINE	END LIMIT OF ACCESS	DATE	REVISIONS
CONSTRUCTION LIMITS	LIMIT OF ACCESS		
EASEMENT FOR CONSTRUCTION & MAINTENANCE OF DRAINAGE	R/W AND LIMIT OF ACCESS		
EASEMENT FOR CONSTR OF DRIVES	EXISTING R/W LINE		

HDR
HDR Engineering, Inc
Atlanta, Georgia

GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT STP-104-1(3
COUNTY FORSYTH
DATE 6-30-97 SH 97 OF [illegible]

01457
0198

BK1457PG0198

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 2
day of Mar 19 99
at 1155 o'clock A M. Recorded in
Book ____ Page ____
day of 3-3, 1999
Deputy Clerk, By

DEPARTMENT OF TRANSPORTATION
TROY A. HILL, RIGHT OF WAY SECTION
P.O. BOX 1057, GAINESVILLE, GEORGIA 30503
RIGHT OF WAY DEED*

GEORGIA, FORSYTH COUNTY

PROJECT NO. STP-104-1(39)
P.I. NO. 121980

THIS CONVEYANCE made and executed the 19th day of February, 1999.

WITNESSETH that SANFORD H. ORKIN as to an undivided sixty two point fifty two percent (62.52%) interest and BARBARA H. ORKIN, as Trustee of the Sherri O. Soriano (F/K/A Sherri Orkin) Life Trust U/A dated December 27, 1973, as to an undivided nine point thirty seven percent (9.37%) interest, BARBARA H. ORKIN, as Trustee of the Laurie Ann Orkin (N/K/A Laurie O. Ginburg) Life Trust U/A dated December 27, 1973, as to an undivided nine point thirty seven percent (9.37%) interest, BARBARA H. ORKIN, AS Trustee of the Michael Orkin Life Trust U/A dated December 27, 1973, as to an undivided nine point thirty seven percent (9.37%) interest, and BARBARA H. ORKIN, as Trustee of the Kenneth A. Orkin Life Trust U/A dated December 27, 1973, as to an undivided nine point thirty seven percent (9.37%) interest, the undersigned (hereinafter referred to as "Grantor"), is the owner of a tract of land in FORSYTH COUNTY through which the widening and improving of State Route 141 (Peachtree Parkway), known as Project No. STP-104-1(39), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 487 and 488 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 1.083 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated June 30, 1997; revised September 1, 1998, said plat attached hereto and made a part of this deed as Exhibit "B".

Parcel No. 128

*Seller makes a limited warranty

TO HAVE AND TO HOLD the said conveyed premises in fee simple are hereby quitclaimed and conveyed unto the Department of Transportation.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents against all claims of all persons claiming by, through, or under Grantor, but not otherwise, except for all matters of record and any matters that would be revealed by an inspection or survey of the land.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 9th day of February,
1999, in the presence of:

Witness Kenneth A Orkin

Notary Public

MY COMMISSION EXPIRES MAY 24, 1999

Sanford H. Orkin (L.S.)

Barbara H. Orkin (L.S.)

Barbara H. Orkin, as Trustee of the Laurie Orkin (N/K/A Laurie O. Ginburg) Life Trust; Sherri O. Soriano (F/K/A Sherri Orkin)Life Trust; Michael Orkin Life Trust; Kenneth A. Orkin Life Trust U/A dated December 27, 1973.

Parcel No. 128

DOT 118
Rev. 08/90

EXHIBIT "A"

Project No.:	STP-104-1(39)
P.I. No.:	121980
Parcel No.:	128
Take:	1.083 Acres
Date of R/W Plans:	June 30, 1997
Revision Date:	September 1, 1998

All that tract or parcel of land lying and being in Land Lot 487 and 488 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia and being more particularly described as follows:

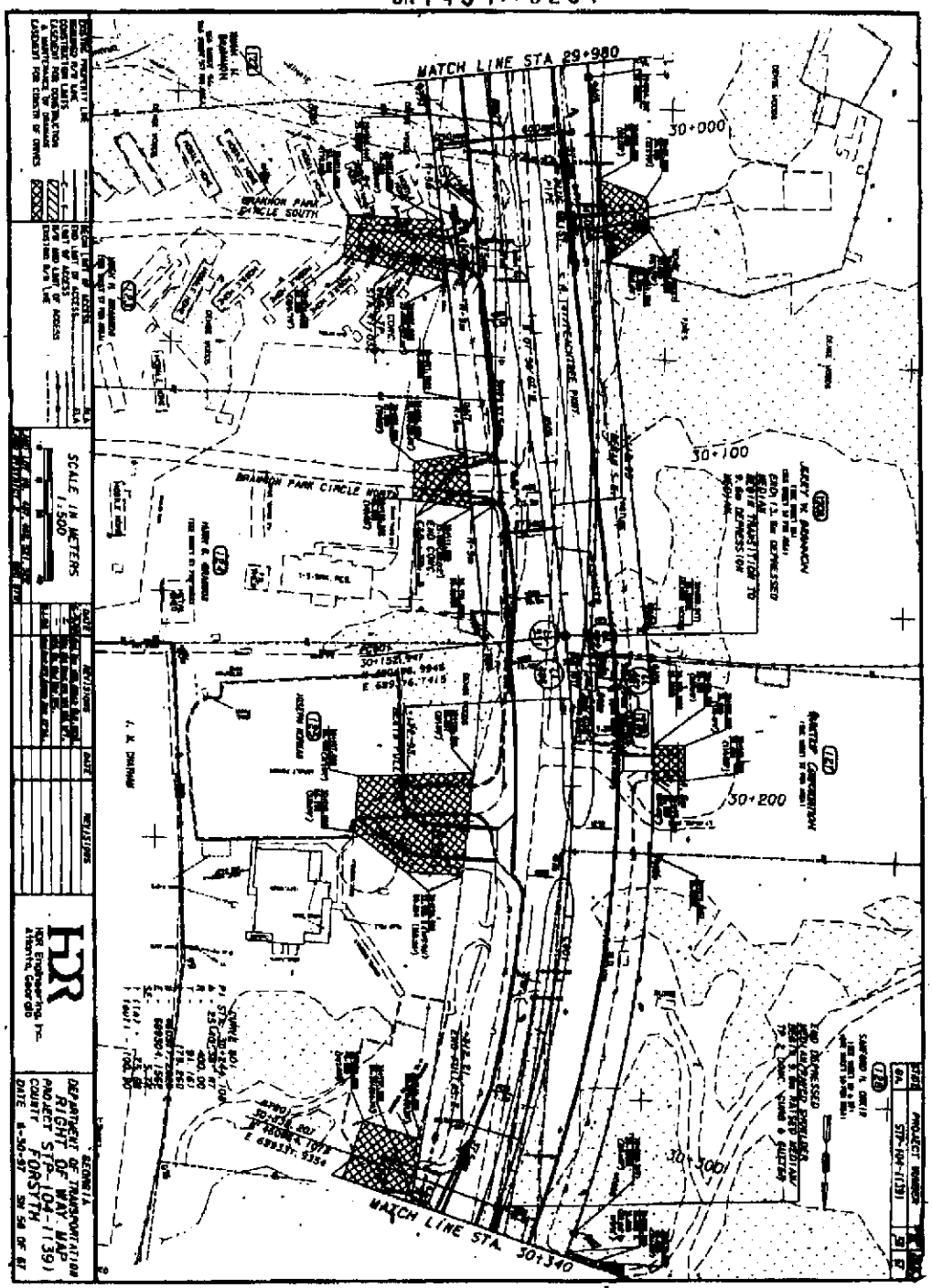
Beginning at a point 6.453 feet right of and opposite Station 30+219.728 on the construction centerline of State Route 141 on Georgia Highway Project No. STP-104-1(39).

From the Point of Beginning.
Thence N 89~54'25"W for 26.976m(88.50f) to a point on the boundary.
Thence N 00~00'00"E for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 016~12'32", radius 425.000m(1394.35f), chord
bearing N 09~38'14"E, and chord distance 119.832m(393.15f). Along the
said curve for an arc distance of 120.232m(394.46f) to the end of the curve.
Thence N 00~00'00"E for 0.000m(0.00f) to a point on the boundary.
Thence N 17~44'30"E for 121.324m(398.04f) to a point on the boundary.
Thence S 13~09'06"W for 38.941m(127.76f) to a point on the boundary.
Thence S 76~50'54"E for 7.795m(25.57f) to a point on the boundary.
Thence N 00~00'00"E for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 007~41'28", radius 1462.465m(4798.11f), chord
bearing S 08~26'18"W, and chord distance 196.169m(643.60f). Along the
said curve for an arc distance of 196.316m(644.08f) to the end of the curve.
Thence S 04~35'33"W for 0.000m(0.00f) to the Point of Beginning.
Containing 4383.195sm(0.438hectares)(47180.13sf(1.083acres)) more or less.

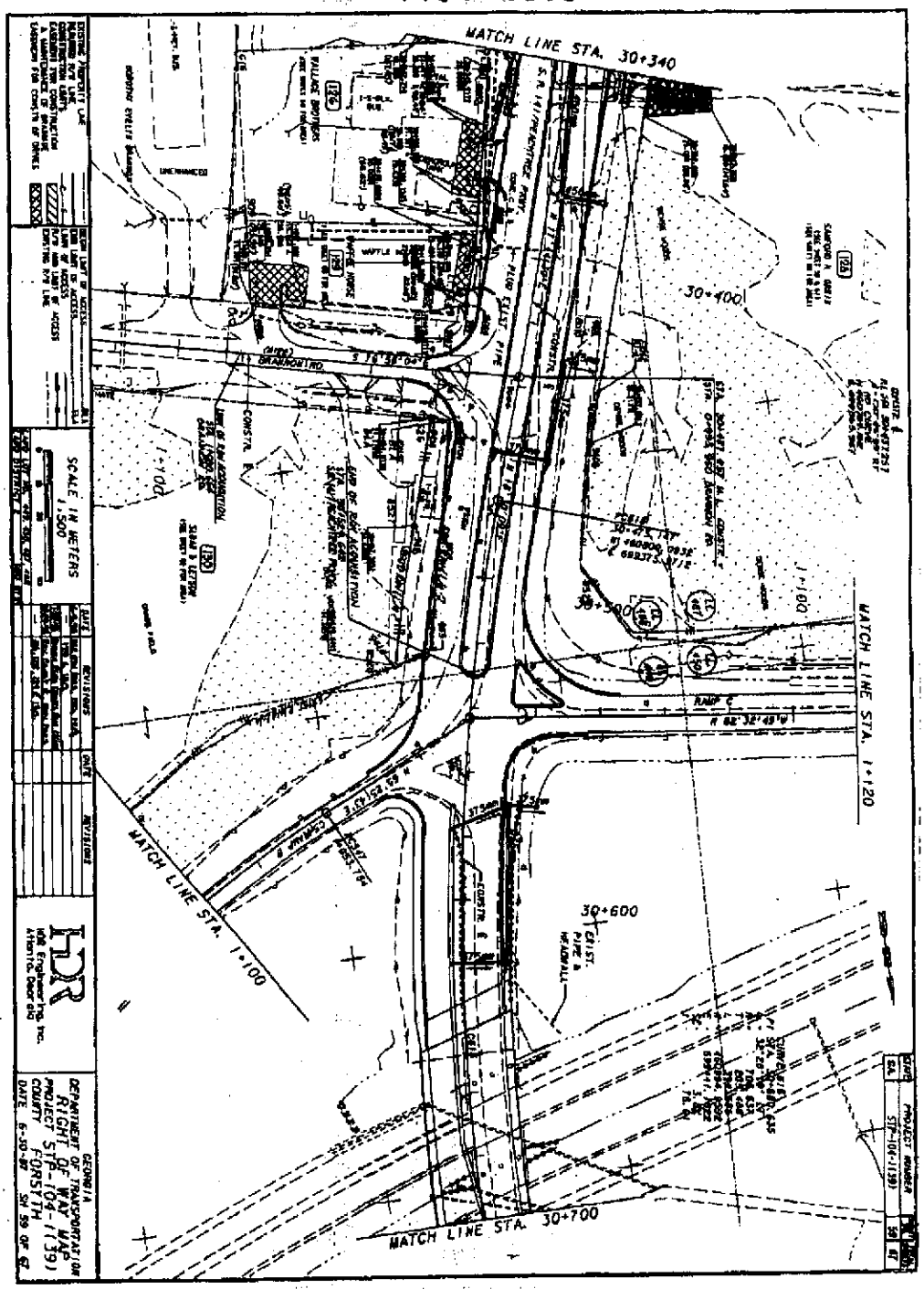
ALSO granted is the right to enter upon my land for the purpose of constructing a driveway within the driveway easement area shown colored pink on the attached plat.

01457
0201

BK 1457PG 0201



BK 1457PG0202



BK14570203

STATE	PROJECT NUMBER	SHT	TOT
GA.	STP-104-1(39)	60	67

PARCEL 125 RCR'D R/W 0+26

PNT	OFFSET/ DIST	OFFSET / DIST	STATION/ BEARING	ALIGNMENT
		ENGLISH METRIC		
9960	82.500 R	19.132 R	30+342.926	S.R. 141/P'TREE PKWY
	ARC LENGTH =	82.863 FEET (	25.043 METERS)	
	CHORD BEAR = N	11°06'58" E		
	LAND CHORD =	82.660 FEET (	25.012 METERS)	
	RADIUS = 5212.366 FEET (1589.023 METERS)			
	DEG=	01°06'52"		
2460	53.291 R	16.243 R	30+413.776	S.R. 141/P'TREE PKWY
	12.365	3.768	S 71°58'54" E	
9952	68.617 R	20.888 R	30+413.078	S.R. 141/P'TREE PKWY
	39.211	11.939	S 17°47'20" W	
9950	85.617 R	26.088 R	30+406.888	S.R. 141/P'TREE PKWY
	87.590	5.876	S 12°23'30" W	
9951	87.118 R	26.638 R	30+382.955	S.R. 141/P'TREE PKWY
	4.862	1.482	N 88°41'00" W	
2466	82.000 R	49.112 R	30+382.936	S.R. 141/P'TREE PKWY
	REAR R/W =	651.08 SF (	60.49 m2)	
	REAR R/W =	0.015 ACRES (	0.006 ha)	
	REMAINDER = +/- 0.46 ACRES	+/- 0.186 ha)		

PARCEL 126 RCR'D R/W 1+28

PNT	OFFSET/ DIST	OFFSET / DIST	STATION/ BEARING	ALIGNMENT
		ENGLISH	METRIC	
2976	6.452 R	1.967 R	30+919.729	S.R. 141/P'TREE PKWY
	80.504	25.979	@ 89°36'25" W	
9486	82.021 L	25.000 L	30+215.042	S.R. 141/P'TREE PKWY
	ARC LENGTH =	394.481 FEET (	120.220 METERS)	
	CHORD BEAR = N	28°28'54" E		
	LAND CHORD =	385.140 FEET (	117.370 METERS)	
	RADIUS = 1394.354 FEET (	425.000 METERS)		
	DEG=	04°08'33"		
9487	82.021 L	25.000 L	30+332.207	S.R. 141/P'TREE PKWY
	350.094	121.324	N 17°44'38" E	
9488	82.122 L	25.214 L	30+453.150	S.R. 141/P'TREE PKWY
	127.359	38.941	S 13°09'06" W	
965	73.796 L	21.864 L	30+414.715	S.R. 141/P'TREE PKWY
	25.514	7.765	S 75°58'14" E	
2970	46.502 R	14.113 L	30+415.130	S.R. 141/P'TREE PKWY
	ARC LENGTH =	664.688 FEET (	198.596 METERS)	
	CHORD BEAR = S	04°26'19" W		
	LAND CHORD =	643.596 FEET (	196.118 METERS)	
	RADIUS = 4798.887 FEET (	1462.405 METERS)		
	DEG=	09°11'30"		
	6.880	0.909	S 04°35'33" W	
2976	6.452 R	1.957 R	30+919.729	S.R. 141/P'TREE PKWY
	REAR R/W =	47888.13 SF (	4383.19 m2)	
	REAR R/W =	1.083 ACRES (	0.438 ha)	
	REMAINDER = +/- 56 ACRES	+/- 22.26 ha)		

PARCEL 128 RCR'D R/W 0+30

PNT	OFFSET/ DIST	OFFSET / DIST	STATION/ BEARING	ALIGNMENT
		ENGLISH	METRIC	
2464	82.000 R	19.105 R	30+455.544	S.R. 141/P'TREE PKWY
	235.387	71.746	N 13°15'17" E	
953	46.829 R	14.275 R	30+524.091	S.R. 141/P'TREE PKWY
	39.000	11.889	N 79°11'38" E	
9415	38.728 R	14.806 R	30+579.647	S.R. 141/P'TREE PKWY
	ARC LENGTH =	143.451 FEET (	43.727 METERS)	
	CHORD BEAR = S	16°08'35" W		
	LAND CHORD =	143.418 FEET (	43.729 METERS)	
	RADIUS = 2317.692 FEET (	723.320 METERS)		
	DEG=	00°34'42"		
9416	80.182 R	24.441 R	30+487.383	S.R. 141/P'TREE PKWY
	130.774	39.136	S 17°44'39" W	
9414	81.478 R	24.771 R	30+464.673	S.R. 141/P'TREE PKWY
	18.955	5.777	N 82°45'16" W	
2454	82.488 R	19.148 R	30+453.544	S.R. 141/P'TREE PKWY
	REAR R/W =	4199.77 SF (	924.84 m2)	
	REAR R/W =	0.114 ACRES (	0.047 ha)	
	REMAINDER = +/- 0.0 ACRES	+/- 1.942 ha)		

PROPERTY AND EXISTING R/W LINE ——R——
REMAINED R/W LINE
CONSTRUCTION LIMITS —C— —F—
EASEMENT FOR CONSTRUCTION
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS ..... BLA
END LIMIT OF ACCESS ..... ELA
LIMIT OF ACCESS
R/W AND LIMIT OF ACCESS —R—
EXISTING R/W LINE

DATE	REVISIONS	DATE	REVISIONS
10-9-96	REV'D R/W PER TR.ENG REQ		
	& CM		
12-13-96	REV'D R/W PER TR ENG REQ		
	& CM		

LAND LOT NO.
LAND DISTRICT
AREA
COUNTY
DATE

GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT STP-104-1(39)
COUNTY FORSYTH
DATE 6-30-97 SH 60 OF 67

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0203

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0072

BK 1498 PG 0072

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 7
day of May 1999
at 235 o'clock P M. Recorded in
Book _____ Page _____
day of 5-12, 1999
Douglas Jarrells Clerk, By

Forsyth County, Georgia
Real Estate Transfer Tax
Paid 0
Date 5-7-99
Douglas Jarrells Dy
Clerk of the Superior Court

DEPARTMENT OF TRANSPORTATION
BRET W. ANDERSON, RIGHT OF WAY SECTION
P.O. BOX 1057, GAINESVILLE, GEORGIA 30503
RIGHT OF WAY DEED pd + rel

GEORGIA, FORSYTH COUNTY

PROJECT NO. STP-104-1(39)
P.I. NO. 121980

THIS CONVEYANCE made and executed the 6th day of May, 1999.

WITNESSETH that ROGER L. BRANNON, the undersigned (hereinafter referred to as "Grantor"), is the owner of a tract of land in FORSYTH COUNTY through which the State Route 141, Peachtree Parkway, known as Project No. STP-104-1(39), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 522 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.376 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated June 30, 1997; revised: Sheet 56 June 9, 1998; Sheet 57 September 1, 1998; Sheet 58 September 1, 1998, said plat attached hereto and made a part of this deed as Exhibit "B".

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation.

Parcel No. 120-A

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 6th day of May,
19 77, in the presence of:

Witness

Jerry W. Brannon (L.S.)

Notary Public

NOTARY PUBLIC GEORGIA HALL COUNTY

Parcel No. 120-A

DOT 118
Rev. 08/90

01498 ·
0074

BK 1498 PG 0074

EXHIBIT "A"

Project No.:	STP-104-1(39) Forsyth County
P.I. No.:	121980
Parcel No.:	120-A
Take:	0.376 Acres
Date of R/W Plans:	June 30, 1997
Revision Date:	Sheet 56 – June 9, 1998
	Sheet 57 – September 1, 1998
	Sheet 58 – September 1, 1998

All that tract or parcel of land lying and being in Land Lot 522 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia and being more particularly described as follows:

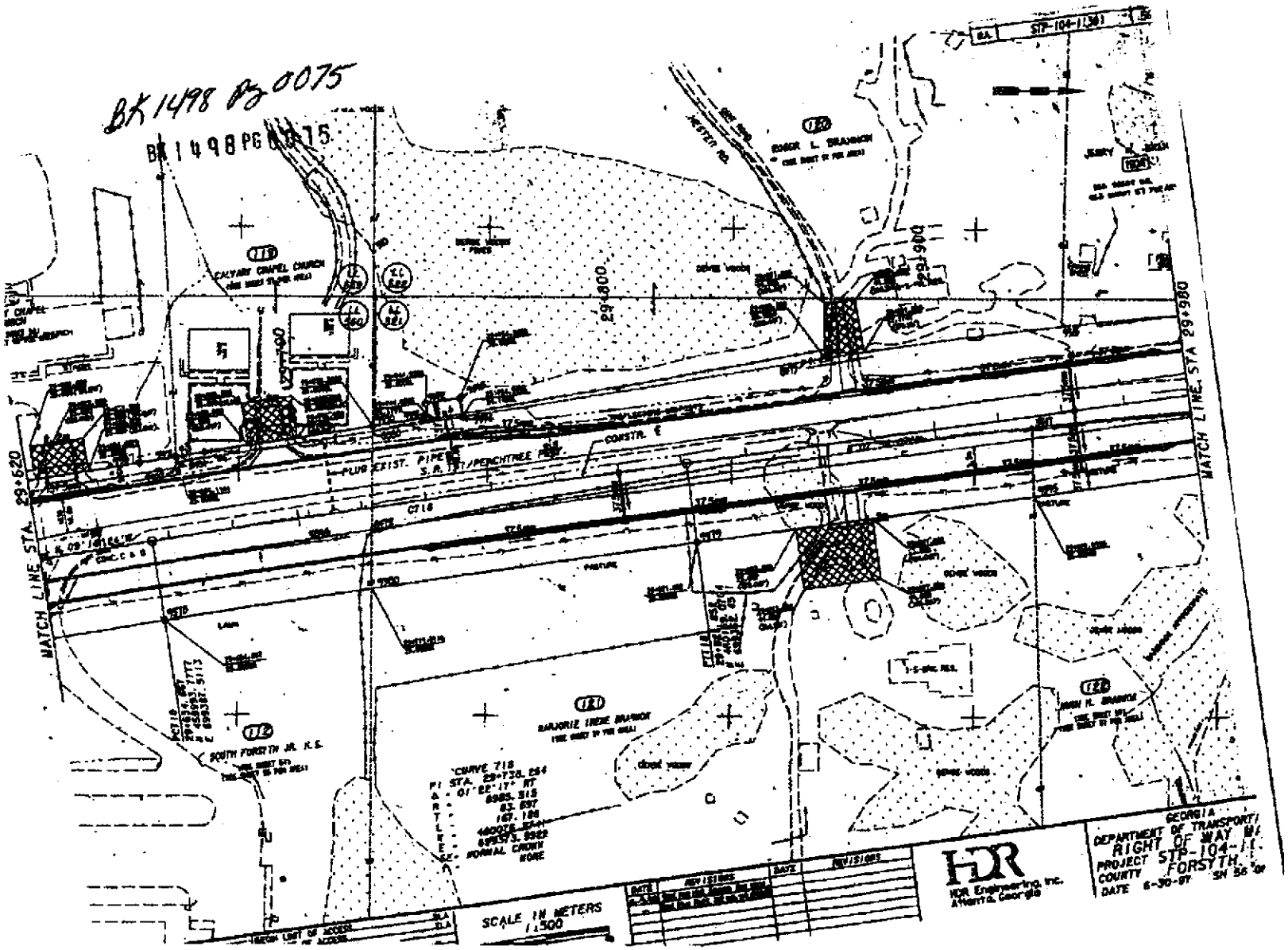
Beginning at a point 82.021 feet left of and opposite Station 29+984.208 on the construction centerline of State Route 141 on Georgia Highway Project No. STP-104-1(39).

From the Point of Beginning.
Thence N 07~56'07"W for 168.739m(553.60f) to a point on the boundary.
Thence N 00~00'00"E for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 001~21'07", radius 425.000m(1394.35f), chord
bearing N 07~15'34"W, and chord distance 10.028m(32.90f). Along the
said curve for an arc distance of 10.028m(32.90f) to the end of the curve.
Thence N 00~00'00"E for 0.000m(0.00f) to a point on the boundary.
Thence S 88~03'04"E for 20.727m(68.00f) to a point on the boundary.
Thence N 87~41'07"W for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 006~54'55", radius 1462.472m(4798.13f), chord
bearing S 01~14'59"E, and chord distance 176.408m(578.76f). Along the
said curve for an arc distance of 176.515m(579.12f) to the end of the curve.
Thence N 00~00'00"E for 0.000m(0.00f) to the Point of Beginning.
Containing 1522.422sm(0.152hectares)(16387.14sf(0.376acres)) more or less.

ALSO granted is the right to enter upon my land for the purpose of constructing a driveway within the driveway easement area shown colored pink on the attached plat.

BK 1498 Pg 0075

BK 1498 PG 0075



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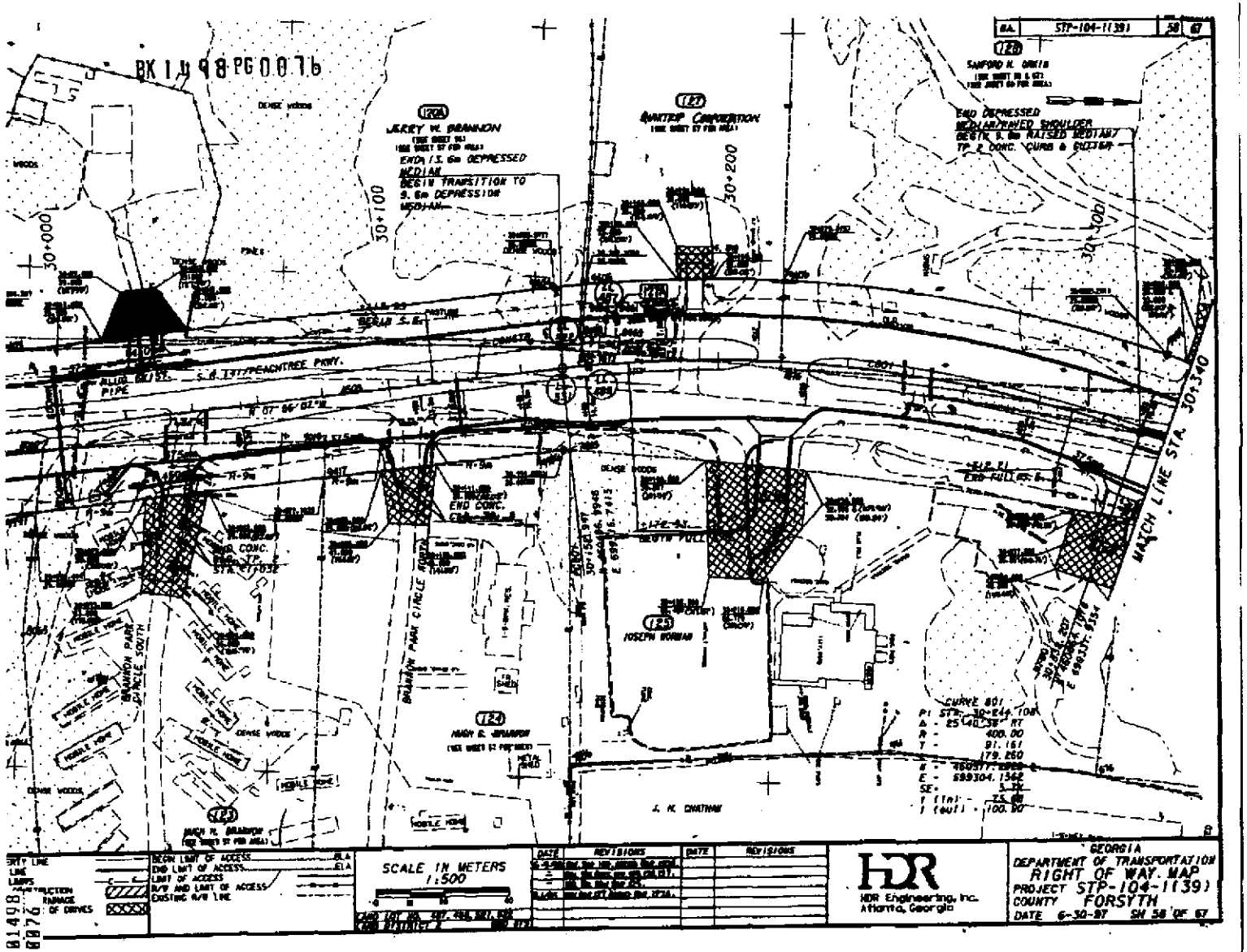

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PARCEL 119 REQ'D R/W R119

PNT OFFSET/ OFFSET / STATION/ ALIGNMENT
DIST DIST BEARING
ENGLISH METRIC

2431 75.876 L 23.127 L 29+665.903 S.R.141/P'TREE PKWY
6.176 1.882 S 86°30'01" W
9401 82.021 L 25.000 L 29+668.115 S.R.141/P'TREE PKWY
ARC LENGTH = 200.206 FEET (61.023 METERS)
CHORD BEAR = N 00°57'40" W
LNTH CHORD = 200.205 FEET (61.023 METERS)
RADIUS =25000.314 FEET (7620.515 METERS)
DEG= 00°11'57"
9390 82.021 L 25.000 L 29+726.920 S.R.141/P'TREE PKWY
4.347 1.325 S 87°09'08" E
9389 77.752 L 23.702 L 29+726.656 S.R.141/P'TREE PKWY
198.931 33.203 S 09°30'19" E
2431 75.876 L 23.127 L 29+665.903 S.R.141/P'TREE PKWY
REQD R/W = 1068.97 SF (99.30 m2)
REQD R/W = 0.025 ACRES (0.010 ha)
REMAINDER = +/- 13.2 ACRES (+/- 5.350 ha)

PARCEL 122 REQ'D R/W R122

PNT OFFSET/ OFFSET / STATION/ ALIGNMENT
DIST DIST BEARING
ENGLISH METRIC

3017 11.283 R 3.439 R 29+930.166 S.R.141/P'TREE PKWY
ARC LENGTH = 211.765 FEET (64.546 METERS)
CHORD BEAR = N 05°38'41" E
LNTH CHORD = 211.725 FEET (64.540 METERS)
RADIUS = 4687.760 FEET (1431.000 METERS)
DEG= 01°13'11"
3062 20.735 R 6.109 R 29+994.649 S.R.141/P'TREE PKWY
53.387 16.285 S 85°21'54" E
9397 82.021 R 25.000 R 29+990.450 S.R.141/P'TREE PKWY
204.838 62.435 S 07°56'07" E
9395 82.021 R 25.000 R 29+928.015 S.R.141/P'TREE PKWY
71.900 21.600 S 87°45'07" W
3017 11.283 R 3.439 R 29+930.166 S.R.141/P'TREE PKWY
REQD R/W = 14010.01 SF (1301.57 m2)
REQD R/W = 0.322 ACRES (0.130 ha)
REMAINDER = +/- 11.8 ACRES (+/- 4.785 ha)

PARCEL 121 REQ'D R/W R121

PNT OFFSET/ OFFSET / STATION/ ALIGNMENT
DIST DIST BEARING
ENGLISH METRIC

8472 22.451 R 6.843 R 29+722.464 S.R.141/P'TREE PKWY
682.564 208.046 N 09°04'00" W
3017 11.283 R 3.439 R 29+930.166 S.R.141/P'TREE PKWY
71.000 21.600 N 87°45'07" E
9395 82.021 R 25.000 R 29+928.015 S.R.141/P'TREE PKWY
348.383 106.163 S 07°56'07" E
9379 82.021 R 25.000 R 29+821.852 S.R.141/P'TREE PKWY
ARC LENGTH = 335.222 FEET (102.176 METERS)
CHORD BEAR = S 08°21'21" E
LNTH CHORD = 335.222 FEET (102.176 METERS)
RADIUS =22836.273 FEET (6960.515 METERS)
DEG= 00°15'03"
9380 82.021 R 25.000 R 29+719.309 S.R.141/P'TREE PKWY
60.246 18.363 S 89°41'54" W
8472 22.451 R 6.843 R 29+722.464 S.R.141/P'TREE PKWY
REQD R/W = 43813.70 SF (4075.73 m2)
REQD R/W = 1.000 ACRES (0.408 ha)
REMAINDER = +/- 7.2 ACRES (+/- 2.900 ha)

PARCEL 120 REQ'D R/W R120

PNT OFFSET/ OFFSET / STATION/ ALIGNMENT
DIST DIST BEARING
ENGLISH METRIC

9389 77.752 L 23.702 L 29+726.656 S.R.141/P'TREE PKWY
4.347 1.325 N 87°09'08" W
9390 82.021 L 25.000 L 29+726.920 S.R.141/P'TREE PKWY
56.381 17.186 N 09°33'41" W
9391 83.907 L 25.575 L 29+744.097 S.R.141/P'TREE PKWY
14.538 4.425 S 81°25'35" W
9392 98.425 L 30.000 L 29+744.051 S.R.141/P'TREE PKWY
ARC LENGTH = 34.790 FEET (10.604 METERS)
CHORD BEAR = N 09°31'43" W
LNTH CHORD = 34.790 FEET (10.604 METERS)
RADIUS =23016.711 FEET (7015.515 METERS)
DEG= 00°14'56"
9393 98.425 L 30.000 L 29+754.985 S.R.141/P'TREE PKWY
19.206 5.854 N 14°30'47" E
9394 79.219 L 24.146 L 29+754.994 S.R.141/P'TREE PKWY
91.991 28.038 S 09°30'32" E
9389 77.752 L 23.702 L 29+726.656 S.R.141/P'TREE PKWY
REQD R/W = 940.76 SF (86.14 m2)
REQD R/W = 0.022 ACRES (0.009 ha)
REMAINDER = +/- 24 ACRES (+/- 9.800 ha)

PARCEL 123 REQ'D R/W R123

PNT OFFSET/ OFFSET / STATION/ ALIGNMENT
DIST DIST BEARING
ENGLISH METRIC

3062 20.239 R 6.168 R 29+994.649 S.R.141/P'TREE PKWY
ARC LENGTH = 279.225 FEET (85.108 METERS)
CHORD BEAR = N 02°51'02" E
LNTH CHORD = 279.192 FEET (85.058 METERS)
RADIUS = 5209.937 FEET (1604.285 METERS)
DEG= 01°05'54"
3019 46.601 R 14.204 R 30+079.367 S.R.141/P'TREE PKWY
35.755 10.898 N 89°55'54" E
9417 82.021 R 25.000 R 30+071.075 S.R.141/P'TREE PKWY
206.827 67.425 S 07°56'07" E
9397 82.021 R 25.000 R 29+990.450 S.R.141/P'TREE PKWY
63.197 19.293 N 85°21'54" W
3062 20.239 R 6.168 R 29+994.649 S.R.141/P'TREE PKWY
REQD R/W = 14191.14 SF (1318.40 m2)
REQD R/W = 0.326 ACRES (0.132 ha)
REMAINDER = +/- 9.2 ACRES (+/- 3.726 ha)

PARCEL 130A REQ'D R/W R130

PNT OFFSET/ OFFSET / STATION/ ALIGNMENT
DIST DIST BEARING
ENGLISH METRIC

9403 82.021 L 25.000 L 29+984.280 S.R.141/P'TREE PKWY
563.605 100.735 N 09°56'07" W
9404 82.021 L 25.000 L 30+152.947 S.R.141/P'TREE PKWY
ARC LENGTH = 32.900 FEET (10.028 METERS)
CHORD BEAR = N 07°13'34" W
LNTH CHORD = 32.900 FEET (10.028 METERS)
RADIUS = 1394.954 FEET (425.000 METERS)
DEG= 04°06'33"
9405 82.021 L 25.000 L 30+162.305 S.R.141/P'TREE PKWY
58.002 20.727 S 09°08'04" E
7077 14.010 L 4.544 L 30+159.345 S.R.141/P'TREE PKWY
ARC LENGTH = 570.116 FEET (176.515 METERS)
CHORD BEAR = S 01°14'30" E
LNTH CHORD = 570.065 FEET (176.488 METERS)
RADIUS = 4790.720 FEET (1462.472 METERS)
DEG= 01°11'39"
9400 82.021 L 25.000 L 29+984.280 S.R.141/P'TREE PKWY
REQD R/W = 16381.15 SF (1522.47 m2)
REQD R/W = 0.316 ACRES (0.152 ha)
REMAINDER = +/- 24 ACRES (+/- 9.630 ha)

PARCEL 124 REQ'D R/W R124

PNT OFFSET/ OFFSET / STATION/ ALIGNMENT
DIST DIST BEARING
ENGLISH METRIC

3019 46.601 R 14.204 R 30+079.367 S.R.141/P'TREE PKWY
ARC LENGTH = 237.709 FEET (72.454 METERS)
CHORD BEAR = N 00°30'05" E
LNTH CHORD = 237.003 FEET (72.146 METERS)
RADIUS = 4690.605 FEET (1431.971 METERS)
DEG= 01°13'10"
9396 82.021 R 25.000 R 30+151.004 S.R.141/P'TREE PKWY
230.924 75.170 S 07°56'06" E
9417 82.021 R 25.000 R 30+071.075 S.R.141/P'TREE PKWY
35.755 10.898 S 89°55'54" W
3019 46.601 R 14.204 R 30+079.367 S.R.141/P'TREE PKWY
REQD R/W = 4487.12 SF (416.86 m2)
REQD R/W = 0.103 ACRES (0.042 ha)
REMAINDER = +/- 2.9 ACRES (+/- 1.168 ha)

PARCEL 127 REQ'D R/W R127

PNT OFFSET/ OFFSET / STATION/ ALIGNMENT
DIST DIST BEARING
ENGLISH METRIC

7077 14.010 L 4.544 L 30+159.345 S.R.141/P'TREE PKWY
68.002 20.727 N 09°08'04" W
9405 82.021 L 25.000 L 30+162.305 S.R.141/P'TREE PKWY
ARC LENGTH = 197.846 FEET (60.703 METERS)
CHORD BEAR = N 02°31'31" W
LNTH CHORD = 197.352 FEET (60.153 METERS)
RADIUS = 1394.354 FEET (425.000 METERS)
DEG= 04°06'33"
9406 82.021 L 25.000 L 30+221.047 S.R.141/P'TREE PKWY
86.504 26.976 S 89°54'25" E
7076 5.451 R 1.662 R 30+219.720 S.R.141/P'TREE PKWY
ARC LENGTH = 195.094 FEET (60.057 METERS)
CHORD BEAR = S 02°04'01" W
LNTH CHORD = 195.001 FEET (60.063 METERS)
RADIUS = 4190.303 FEET (1462.953 METERS)
DEG= 01°11'39"
0.000 0.000 N 82°12'30" E
7077 14.010 L 4.544 L 30+159.345 S.R.141/P'TREE PKWY
REQD R/W = 15833.03 SF (1470.94 m2)
REQD R/W = 0.363 ACRES (0.147 ha)
LESS AND EXCEPT PARCEL 127A.
TOTAL REQD R/W = 15585.05 SF (1447.72 m2)
TOTAL REQD R/W = 0.353 ACRES (0.145 ha)
REMAINDER = +/- 1.6 ACRES (+/- 0.631 ha)

PARCEL 127A REQ'D R/W R127

PNT OFFSET/ OFFSET / STATION/ ALIGNMENT
DIST DIST BEARING
ENGLISH METRIC

9459 27.586 L 8.399 L 30+106.654 S.R.141/P'TREE PKWY
25.000 7.620 N 86°50'35" W
9460 52.247 L 15.925 L 30+107.616 S.R.141/P'TREE PKWY
10.000 3.048 N 03°09'25" E
9461 50.725 L 15.461 L 30+130.755 S.R.141/P'TREE PKWY
25.000 7.620 S 86°50'35" E
9462 26.087 L 7.927 L 30+119.086 S.R.141/P'TREE PKWY
10.000 3.048 S 03°09'25" W
9459 27.586 L 8.399 L 30+106.654 S.R.141/P'TREE PKWY
REQD R/W = 250.00 SF (23.22 m2)
REQD R/W = 0.006 ACRES (0.002 ha)
REMAINDER = +/- 0.00 ACRES (+/- 0.000 ha)

ING PROPERTY LINE
REQ R/W LINE
TRUCTION LIMITS —G— —P—
ASMT FOR CONSTRUCTION
MAINTENANCE OF DRAINAGE
ESMT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS BLA
END LIMIT OF ACCESS ELA
LIMIT OF ACCESS
R/W AND LIMIT OF ACCESS
EXISTING R/W LINE

DATE	REVISIONS	DATE	REVISIONS
[illegible]	[illegible]		
[illegible]	[illegible]		
[illegible]	[illegible]		
[illegible]	[illegible]		

HDR
HDR Engineering, Inc
Atlanta, Georgia

GEORGIA
DEPARTMENT OF TRANSPORTA
RIGHT OF WAY MA
PROJECT STP-104-1(
COUNTY FORSYTH
DATE 8-30-97 SH 57 OF

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BK 1513 PG 0550

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 4
day of June 1999
at 12:53 o'clock P M. Recorded in
Book _____ Page _____
day of 6-9, 1999
Douglas Sorrelle Clerk, By SP

Ret. DEPARTMENT OF TRANSPORTATION
BRET W. ANDERSON, RIGHT OF WAY SECTION
P.O. BOX 1057, GAINESVILLE, GEORGIA 30503
"CORRECTIVE" RIGHT OF WAY DEED

GEORGIA, FORSYTH COUNTY

PROJECT NO. STP-104-1(39)
P.I. NO. 121980

THIS CONVEYANCE made and executed the 4th day of June, 1999.

WITNESSETH that JERRY W. BRANNON, the undersigned (hereinafter referred to as "Grantor"), is the owner of a tract of land in FORSYTH COUNTY through which the State Route 141, Peachtree Parkway, known as Project No. STP-104-1(39), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00), in hand paid, the receipt whereof is hereby acknowledged, Grantor does hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel of land lying and being in Land Lot 522 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

Said right of way is hereby conveyed, consisting of 0.376 acres, more or less, as shown colored yellow on the plat of the property prepared by the Department of Transportation, dated June 30, 1997; revised: Sheet 56 June 9, 1998; Sheet 57 September 1, 1998; Sheet 58 September 1, 1998, said plat attached hereto and made a part of this deed as Exhibit "B".

For the same consideration Grantor hereby conveys and relinquishes to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and Grantor's remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the Department of Transportation. This paragraph is not applicable unless access rights are indicated on the attached plat.

TO HAVE AND TO HOLD the said conveyed premises in fee simple and any rights Grantor has or may have in and to existing public rights of way are hereby quitclaimed and conveyed unto the Department of Transportation.

Parcel No. 120-A

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

Signed, Sealed and Delivered
this 9th day of June
19 97, in the presence of:

James E. Holmes
Witness

Jerry W. Brannon (L.S.)
Jerry W. Brannon

Brat W Anderson
Notary Public

Parcel No. 120-A

DOT 118
Rev. 08/90

EXHIBIT "A"

Project No.:	STP-104-1(39) Forsyth County
P.I. No.:	121980
Parcel No.:	120-A
Take:	0.376 Acres
Date of R/W Plans:	June 30, 1997
Revision Date:	Sheet 56 – June 9, 1998
	Sheet 57 – September 1, 1998
	Sheet 58 – September 1, 1998

All that tract or parcel of land lying and being in Land Lot 522 of the 2nd Land District and/or the 879th Georgia Militia District of Forsyth County, Georgia and being more particularly described as follows:

Beginning at a point 82.021 feet left of and opposite Station 29+984.208 on the construction centerline of State Route 141 on Georgia Highway Project No. STP-104-1(39).

From the Point of Beginning.
Thence N 07~56'07"W for 168.739m(553.60f) to a point on the boundary.
Thence N 00~00'00"E for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 001~21'07", radius 425.000m(1394.35f), chord
bearing N 07~15'34"W, and chord distance 10.028m(32.90f). Along the
said curve for an arc distance of 10.028m(32.90f) to the end of the curve.
Thence N 00~00'00"E for 0.000m(0.00f) to a point on the boundary.
Thence S 88~03'04"E for 20.727m(68.00f) to a point on the boundary.
Thence N 87~41'07"W for 0.000m(0.00f) to the beginning of a curve,
said curve having central angle 006~54'55", radius 1462.472m(4798.13f), chord
bearing S 01~14'59"E, and chord distance 176.408m(578.76f). Along the
said curve for an arc distance of 176.515m(579.12f) to the end of the curve.
Thence N 00~00'00"E for 0.000m(0.00f) to the Point of Beginning.
Containing 1522.422sm(0.152hectares)(16387.14sf(0.376acres)) more or less.

ALSO granted is the right to enter upon my land for the purpose of constructing a driveway within the driveway easement area shown colored pink on the attached plat.

This deed executed only for the purpose of correcting that certain Right of Way Deed from Jerry W. Brannon to the Department of Transportation dated May 6, 1999, recorded in Deed Book 1498, Page 72, Forsyth County Records. The Grantor on the front page is Roger L. Brannon and should have been Jerry W. Brannon.

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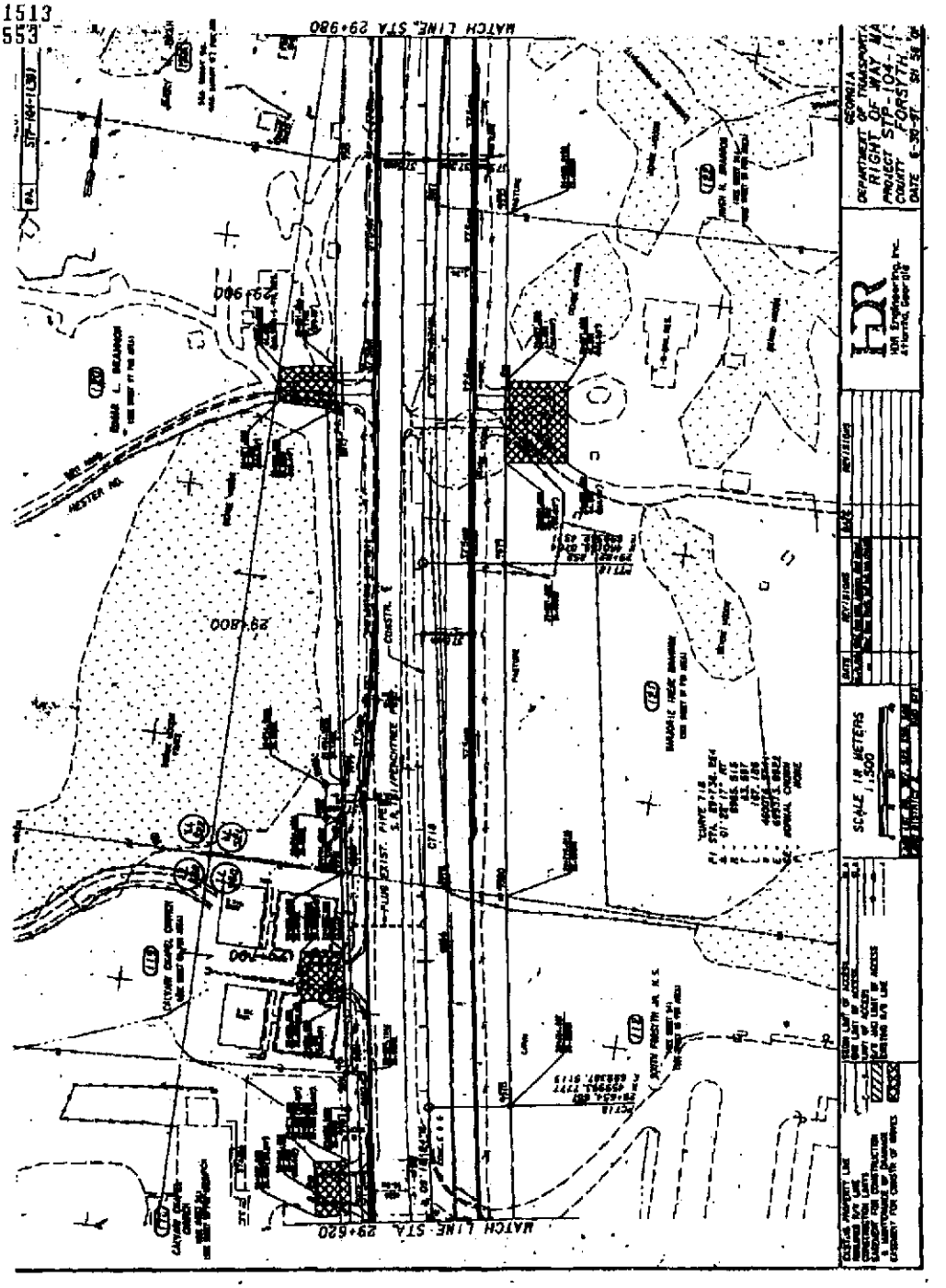

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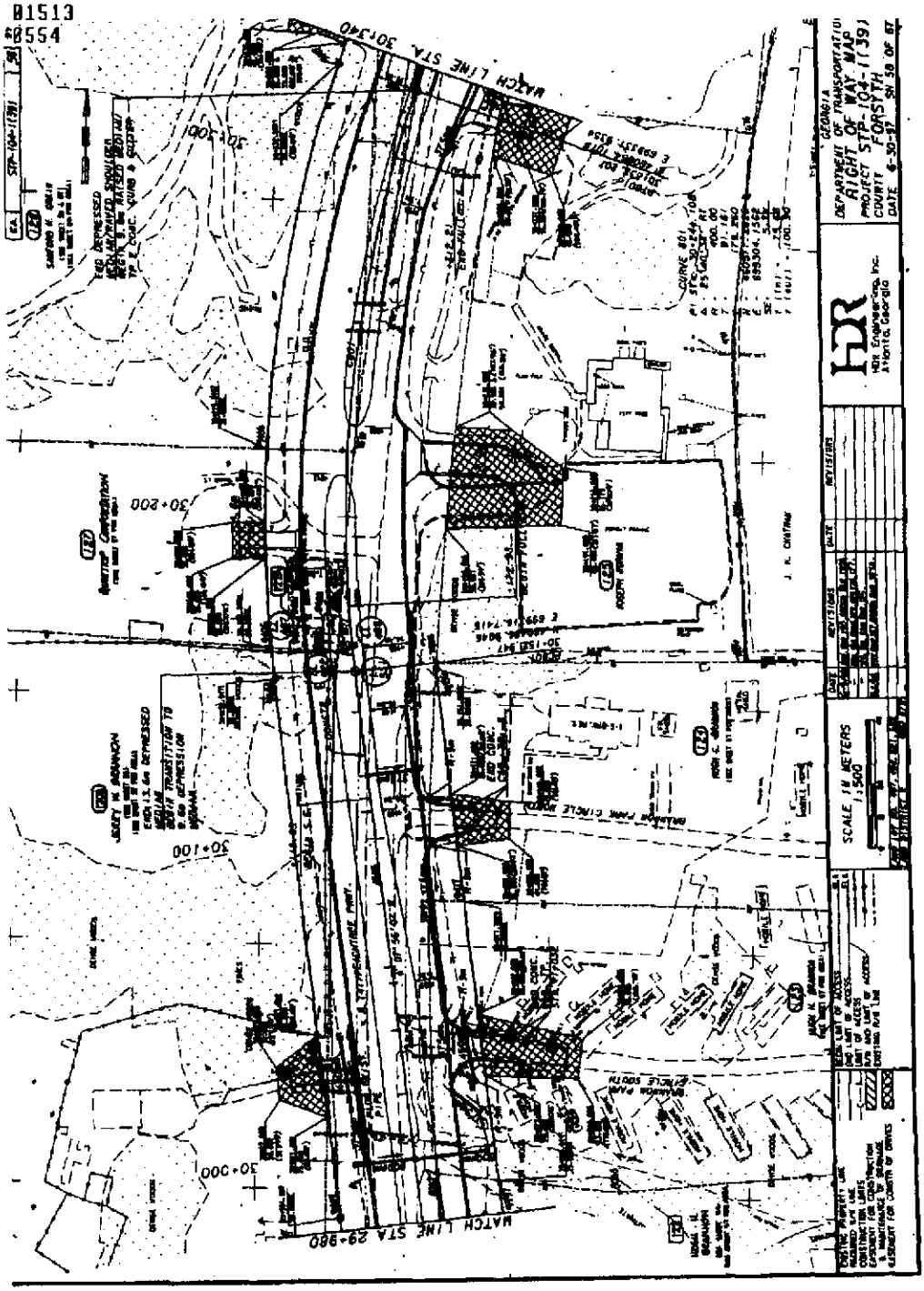

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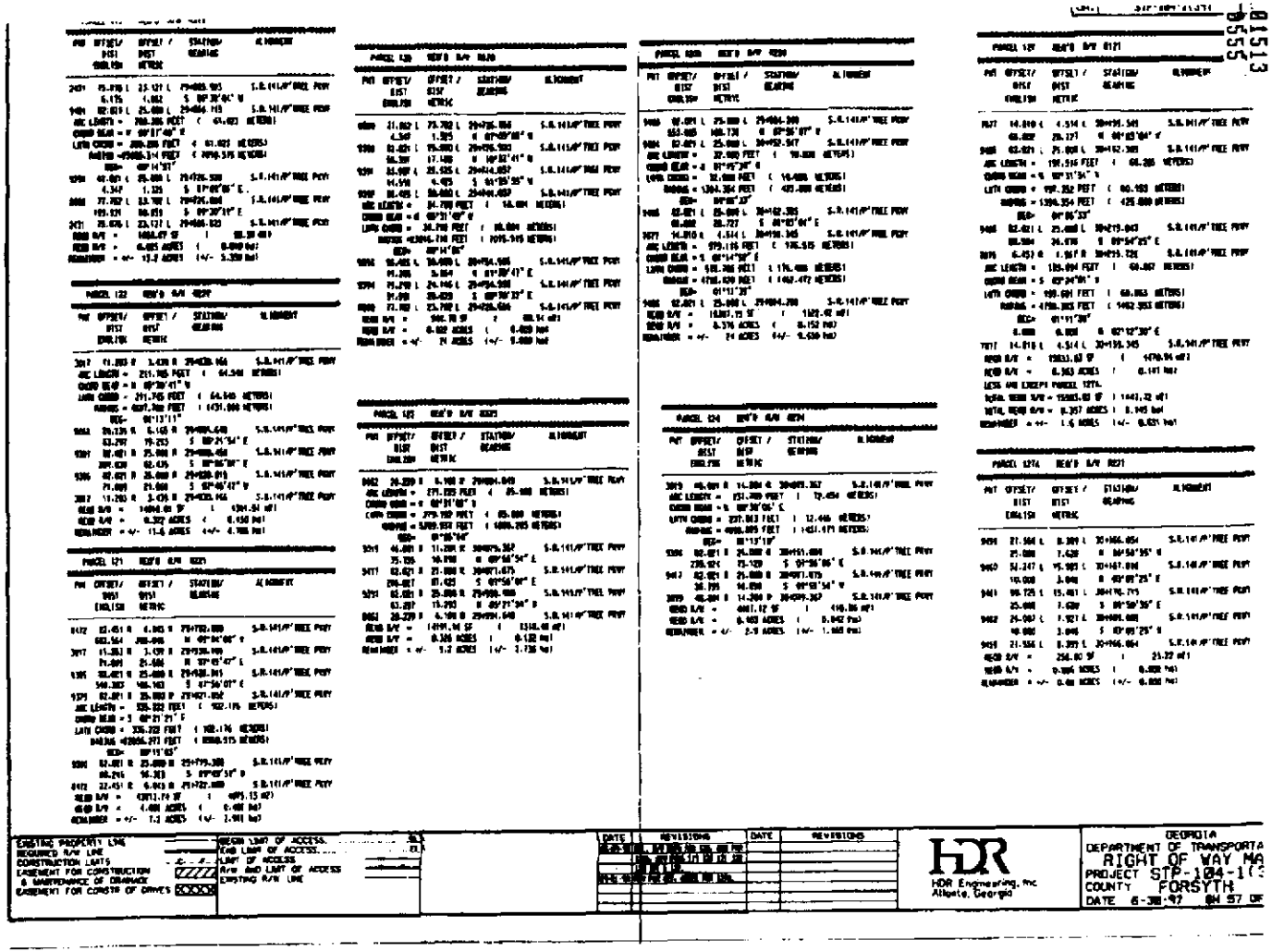

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
2401	75.000 L	23.121 L	29+000.905	S.R.141/P'TREE PKWY
	6.175	1.882	S 89°30'04" W	
9401	82.021 L	25.000 L	29+004.715	S.R.141/P'TREE PKWY
	ARC LENGTH = 700.306 FEET (61.023 METERS)			
	CHORD BEAR = N 89°17'40" W			
	LATH CHORD = 200.000 FEET (61.023 METERS)			
	RADIUS = 2000.314 FEET (2090.575 METERS)			
	BEG= 89°14'37"			
9301	82.021 L	25.000 L	29+026.500	S.R.141/P'TREE PKWY
	4.347	1.325	S 87°08'06" E	
9000	77.702 L	23.702 L	29+026.000	S.R.141/P'TREE PKWY
	109.571	30.010	S 89°30'11" E	
2471	75.076 L	23.121 L	29+000.523	S.R.141/P'TREE PKWY
	REQD R/W = 1000.47 SF (93.30 m2)			
	REQD R/W = 0.005 ACRES (0.000 ha)			
	REMAINDER = +/- 13.2 ACRES (+/- 5.350 ha)			

PARCEL 122 REQ'D R/W 0227

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
3017	11.203 R	3.430 R	29+030.166	S.R.141/P'TREE PKWY
	ARC LENGTH = 211.705 FEET (64.540 METERS)			
	CHORD BEAR = N 89°30'41" W			
	LATH CHORD = 211.705 FEET (64.540 METERS)			
	RADIUS = 4007.700 FEET (1431.000 METERS)			
	BEG= 89°13'11"			
9002	20.235 R	6.165 R	29+000.640	S.R.141/P'TREE PKWY
	63.297	19.253	S 89°21'54" E	
9301	82.021 R	25.000 R	29+000.460	S.R.141/P'TREE PKWY
	209.030	62.435	S 89°06'06" E	
9306	82.021 R	25.000 R	29+020.010	S.R.141/P'TREE PKWY
	71.000	21.000	S 87°46'47" W	
3017	11.203 R	3.430 R	29+030.166	S.R.141/P'TREE PKWY
	REQD R/W = 14004.00 SF (1301.54 m2)			
	REQD R/W = 0.322 ACRES (0.150 ha)			
	REMAINDER = +/- 11.6 ACRES (+/- 4.700 ha)			

PARCEL 121 REQ'D R/W 0221

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
8472	82.451 R	4.043 R	29+782.000	S.R.141/P'TREE PKWY
	603.564	200.000	N 89°04'00" W	
3017	11.203 R	3.430 R	29+030.100	S.R.141/P'TREE PKWY
	71.000	21.000	N 87°45'47" E	
9305	82.021 R	25.000 R	29+020.000	S.R.141/P'TREE PKWY
	540.303	100.100	S 87°56'07" E	
9375	82.021 R	25.000 R	29+021.002	S.R.141/P'TREE PKWY
	ARC LENGTH = 335.322 FEET (102.176 METERS)			
	CHORD BEAR = S 89°21'21" E			
	LATH CHORD = 335.322 FEET (102.176 METERS)			
	RADIUS = 2006.271 FEET (2000.515 METERS)			
	BEG= 89°15'03"			
9301	82.021 R	25.000 R	29+779.300	S.R.141/P'TREE PKWY
	86.246	16.303	S 89°03'50" W	
8472	82.451 R	4.043 R	29+722.000	S.R.141/P'TREE PKWY
	REQD R/W = 13013.74 SF (4075.15 m2)			
	REQD R/W = 4.000 ACRES (0.400 ha)			
	REMAINDER = +/- 7.2 ACRES (+/- 2.901 ha)			

PARCEL 120 REQ'D R/W 0220

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
9000	21.002 L	73.702 L	29+726.000	S.R.141/P'TREE PKWY
	4.347	1.325	N 87°08'06" W	
9300	82.021 L	25.000 L	29+726.500	S.R.141/P'TREE PKWY
	66.397	17.100	N 89°32'41" W	
9301	82.021 L	25.000 L	29+744.057	S.R.141/P'TREE PKWY
	14.510	4.425	S 89°35'35" W	
9307	82.021 L	25.000 L	29+744.057	S.R.141/P'TREE PKWY
	ARC LENGTH = 34.700 FEET (10.004 METERS)			
	CHORD BEAR = N 89°31'40" W			
	LATH CHORD = 34.700 FEET (10.004 METERS)			
	RADIUS = 2006.710 FEET (2015.915 METERS)			
	BEG= 89°14'06"			
9306	82.021 L	25.000 L	29+754.505	S.R.141/P'TREE PKWY
	11.205	3.164	N 89°30'41" E	
9304	71.202 L	24.146 L	29+754.500	S.R.141/P'TREE PKWY
	31.000	20.000	S 89°30'33" E	
9000	77.702 L	23.702 L	29+726.000	S.R.141/P'TREE PKWY
	REQD R/W = 940.70 SF (88.54 m2)			
	REQD R/W = 0.022 ACRES (0.000 ha)			
	REMAINDER = +/- 24 ACRES (+/- 9.000 ha)			

PARCEL 123 REQ'D R/W 0223

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
9002	20.239 R	6.100 R	29+004.040	S.R.141/P'TREE PKWY
	ARC LENGTH = 271.225 FEET (85.000 METERS)			
	CHORD BEAR = N 89°31'00" W			
	LATH CHORD = 270.192 FEET (85.000 METERS)			
	RADIUS = 5709.934 FEET (1000.205 METERS)			
	BEG= 89°06'04"			
9310	46.001 R	11.201 R	30+075.362	S.R.141/P'TREE PKWY
	35.135	10.000	N 89°56'54" E	
9477	82.021 R	25.000 R	30+071.075	S.R.141/P'TREE PKWY
	206.027	61.425	S 89°56'07" E	
9291	82.021 R	25.000 R	29+000.000	S.R.141/P'TREE PKWY
	63.297	15.203	N 89°21'54" W	
9002	20.239 R	6.100 R	29+004.040	S.R.141/P'TREE PKWY
	REQD R/W = 14191.94 SF (1318.40 m2)			
	REQD R/W = 0.326 ACRES (0.132 ha)			
	REMAINDER = +/- 5.2 ACRES (+/- 2.736 ha)			

PARCEL 123A REQ'D R/W 0230

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
9000	82.021 L	25.000 L	29+004.300	S.R.141/P'TREE PKWY
	553.005	100.730	N 89°56'07" W	
9004	82.021 L	25.000 L	30+052.547	S.R.141/P'TREE PKWY
	ARC LENGTH = 32.000 FEET (10.000 METERS)			
	CHORD BEAR = N 89°05'30" W			
	LATH CHORD = 32.000 FEET (10.000 METERS)			
	RADIUS = 1304.354 FEET (425.000 METERS)			
	BEG= 89°06'33"			
9400	82.021 L	25.000 L	30+162.305	S.R.141/P'TREE PKWY
	60.000	20.727	S 89°03'04" E	
9077	14.010 L	4.514 L	30+195.345	S.R.141/P'TREE PKWY
	ARC LENGTH = 979.116 FEET (105.515 METERS)			
	CHORD BEAR = S 89°14'30" E			
	LATH CHORD = 591.706 FEET (176.400 METERS)			
	RADIUS = 4700.020 FEET (1402.472 METERS)			
	BEG= 89°11'39"			
9400	82.021 L	25.000 L	29+004.200	S.R.141/P'TREE PKWY
	REQD R/W = 10,007.75 SF (1122.42 m2)			
	REQD R/W = 0.376 ACRES (0.152 ha)			
	REMAINDER = +/- 24 ACRES (+/- 9.630 ha)			

PARCEL 124 REQ'D R/W 0224

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
3019	46.001 R	14.004 R	30+075.362	S.R.141/P'TREE PKWY
	ARC LENGTH = 151.200 FEET (72.454 METERS)			
	CHORD BEAR = N 89°30'06" E			
	LATH CHORD = 237.013 FEET (72.446 METERS)			
	RADIUS = 4000.005 FEET (1431.171 METERS)			
	BEG= 89°13'10"			
9306	82.021 R	25.000 R	30+151.000	S.R.141/P'TREE PKWY
	230.924	73.120	S 89°56'06" E	
9412	82.021 R	25.000 R	30+071.075	S.R.141/P'TREE PKWY
	36.795	10.000	S 89°03'54" W	
3019	46.001 R	14.200 R	30+075.362	S.R.141/P'TREE PKWY
	REQD R/W = 4001.12 SF (410.06 m2)			
	REQD R/W = 0.103 ACRES (0.042 ha)			
	REMAINDER = +/- 2.9 ACRES (+/- 1.165 ha)			

PARCEL 127 REQ'D R/W 0121

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
9077	14.010 L	4.514 L	30+195.345	S.R.141/P'TREE PKWY
	60.000	20.727	N 89°03'04" W	
9400	82.021 L	25.000 L	30+162.305	S.R.141/P'TREE PKWY
	ARC LENGTH = 191.516 FEET (60.205 METERS)			
	CHORD BEAR = N 89°31'34" W			
	LATH CHORD = 197.352 FEET (60.193 METERS)			
	RADIUS = 1304.354 FEET (425.000 METERS)			
	BEG= 89°06'33"			
9400	82.021 L	25.000 L	30+219.043	S.R.141/P'TREE PKWY
	60.000	20.727	S 89°54'25" E	
9076	6.451 R	1.967 R	30+219.726	S.R.141/P'TREE PKWY
	ARC LENGTH = 189.094 FEET (60.067 METERS)			
	CHORD BEAR = S 89°24'01" W			
	LATH CHORD = 189.091 FEET (60.063 METERS)			
	RADIUS = 4700.305 FEET (1402.353 METERS)			
	BEG= 89°11'30"			
	0.000	0.000	N 87°12'30" E	
7077	14.010 L	4.514 L	30+195.345	S.R.141/P'TREE PKWY
	REQD R/W = 13033.63 SF (1470.94 m2)			
	REQD R/W = 0.363 ACRES (0.141 ha)			
	LESS AND EXCEPT PARCEL 127A			
	TOTAL REQD R/W = 15003.03 SF (1441.32 m2)			
	TOTAL REQD R/W = 0.357 ACRES (0.145 ha)			
	REMAINDER = +/- 1.6 ACRES (+/- 0.631 ha)			

PARCEL 127A REQ'D R/W 0221

PNT	OFFSET/ DIST ENGLISH	OFFSET / DIST METRIC	STATION/ BEARING	ALIGNMENT
9401	21.564 L	8.309 L	30+166.054	S.R.141/P'TREE PKWY
	25.000	7.620	N 89°50'55" W	
9402	52.247 L	15.923 L	30+167.000	S.R.141/P'TREE PKWY
	10.000	3.040	N 89°09'25" E	
9401	90.725 L	15.401 L	30+170.775	S.R.141/P'TREE PKWY
	25.000	7.620	S 89°50'35" E	
9402	25.007 L	7.921 L	30+000.000	S.R.141/P'TREE PKWY
	10.000	3.040	S 89°09'25" W	
9401	21.564 L	8.309 L	30+166.054	S.R.141/P'TREE PKWY
	REQD R/W = 256.00 SF (23.22 m2)			
	REQD R/W = 0.006 ACRES (0.002 ha)			
	REMAINDER = +/- 0.00 ACRES (+/- 0.000 ha)			

EXISTING PROPERTY LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTRUCTION & MAINTENANCE OF DRAINAGE
EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS
END LIMIT OF ACCESS
LIMIT OF ACCESS
R/W AND LIMIT OF ACCESS
EXISTING R/W LINE

DATE	REVISIONS	DATE	REVISIONS
[illegible]	[illegible]		

HDR
HDR Engineering, Inc
Atlanta, Georgia

GEORGIA
DEPARTMENT OF TRANSPORTA
RIGHT OF WAY MA
PROJECT STP-104-1(
COUNTY FORSYTH
DATE 6-30-97 BH 57 OF

BK 1513 PG 0555

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0152

Upon recording return to:
Lory Browning
Georgia Transmission Corporation
P.O. Box 2088
Tucker, GA 30085-2088

Highway 141 – Brookwood 115kV Transmission Line
Parcel No.(s) 4

FORSYTH COUNTY, GA - DOCUMENT STAMP
Recorded 03/20/2001 at 13:49:31
No. 2001-00006999 1 of 3 Pgs
Fee Amt: 14.00
Transfer Tax: .00

Douglas Sorrells
Douglas Sorrells, SUPERIOR COURT CLERK

POLE LINE EASEMENT

STATE OF GEORGIA

COUNTY OF Forsyth

Book 1870 Page 152

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by Georgia Transmission Corporation (An Electric Membership Corporation), a Georgia Corporation, and Sawnee Electric Membership Corporation, a Georgia Corporation (hereinafter collectively called "Cooperative"), the receipt and sufficiency of which is hereby acknowledged, the undersigned, JERRY W. BRANNON AND JOAN S. BRANNON, for its successors and assigns, do(es) hereby grant and convey to Georgia Transmission, its successors and assigns, the right to from time-to-time construct, operate, maintain and renew overhead and underground electric transmission, distribution and communication lines with necessary or convenient structures, frames, poles, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices in connection therewith upon or under a strip of land more fully located and described below; together with all rights and privileges necessary or convenient for the full enjoyment or use of said strip for the purpose above described; with the right to permit the attachment of the wires and appliances of any other company or person, to said structures, frames and poles together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Grantee shall have the right to remove and dispose of danger trees on lands adjacent thereto, which now or may hereafter injure or endanger any of the works on said strip provided that on future cutting of such danger trees Cooperative shall pay to the undersigned, or to the undersigned's(s') successors or assigns, the fair market value of the merchantable timber so cut, timber so cut to become the property of Cooperative. However, it is agreed that part of the within named consideration is full payment for all timber cut or to be cut in the initial clearing and construction of said transmission line; timber so cut to become the property of Cooperative.

The undersigned do(es) not convey any land, but merely grants the rights, privileges and easements to go in, upon, along and across that strip of land owned by the undersigned.

Said strip is that portion of undersigned's(s') property located in Land Lot 521 & 522, 2nd District, 1st Section of Forsyth County, Georgia, which is illustrated on the attached plat of survey entitled "Highway 141 – Brookwood 115kV Transmission Line/Parcel No. 04 - Easement Area Plat", dated May 11, 2000, which was prepared by Albert M. Wynn, Jr., Georgia Registered Land Surveyor No. 2178. As verified by said plat, the amount of land embraced by this easement shall be 0.274 acre(s).

Cooperative shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

The undersigned warrant(s) its title to and ownership of the tract or parcel hereby affected, with the understanding that Cooperative is relying on said warranty in obtaining this easement.

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Book 1870 Page 153

Pole Line Easement
Page 2 of 2

TO HAVE AND TO HOLD forever, unto Cooperative, its successors and assigns, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

IN WITNESS WHEREOF, the said undersigned has(have) hereunto set its hand(s) and seal(s), this 6th day of February, ~~2000~~ 2001 AD

Signed, sealed and delivered
in the presence of:

Roger L. Branson
WITNESS:

Jerry W. Brannon (SEAL)
JERRY W. BRANNON

Jimmy C. Morrison
NOTARY PUBLIC:

JIMMY C. MORRISON NOTARY PUBLIC GEORGIA FULTON COUNTY

Roger L. Branson
WITNESS:

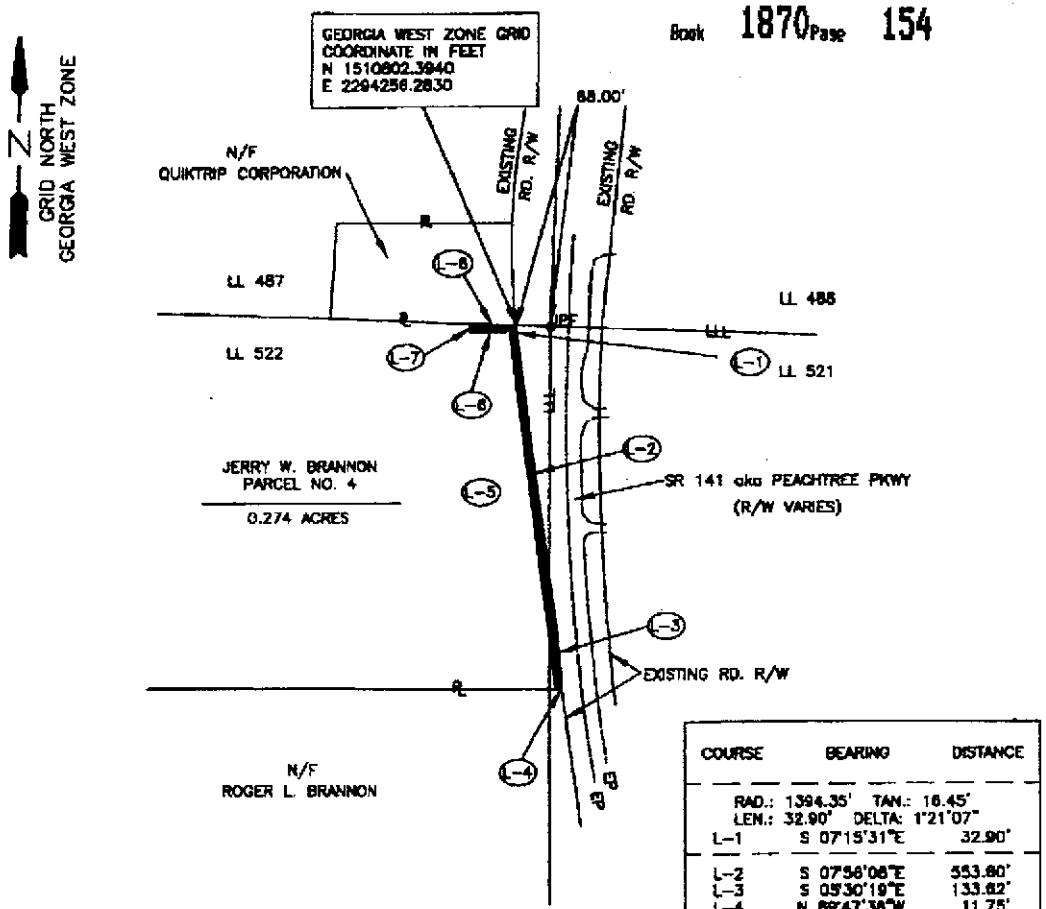
Joan S. Brannon (SEAL)
JOAN S. BRANNON

Jimmy C. Morrison
NOTARY PUBLIC:

(NOTARIAL SEAL)

JIMMY C. MORRISON NOTARY PUBLIC GEORGIA FULTON COUNTY

Book 1870 Page 154



COURSE	BEARING	DISTANCE
RAD.: 1394.35' TAN.: 16.45' LEN.: 32.90' DELTA: 1°21'07"		
L-1	S 07°15'31"E	32.90'
L-2	S 07°56'06"E	553.60'
L-3	S 05°30'19"E	133.62'
L-4	N 89°47'38"W	11.75'
L-5	N 07°39'08"W	708.78'
L-6	S 87°43'21"W	76.07'
L-7	N 02°16'39"W	17.54'
L-8	S 88°03'03"E	89.48'

200 0 200 400
GRAPHIC SCALE IN FEET

LAND LOT 521 & 522, 2ND DISTRICT, 1ST SECTION, FORSYTH COUNTY, GEORGIA

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING ~ RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 132,014± FEET.

GEORGIA No. 2178 REGISTERED PROFESSIONAL LAND SURVEYOR ALBERT M. WYNN, JR.

ALBERT M. WYNN, JR.
GA. REG. LAND SURVEYOR NO. 2178
TOPCON GTS 4B USED

LEGEND

PROPOSED EASEMENT AREA

REFERENCES

D.B. 948, PG. 72
P.B. 45, PG. 253

DEPARTMENT OF TRANSPORTATION PROJECT:
STP-104-1(39)

FIELD SURVEY 03-09-2000

HIGHWAY 141 – BROOKWOOD
115kV TRANSMISSION LINE

GeorgiaTransmission
Owned By Georgia's Electric Cooperatives

PARCEL NO. 04 – EASEMENT AREA PLAT

Drawn	D.VAUGHN		1"=200'
Checked	D.VAUGHN		9265-EP
Project	P75080	5/11/2000	Sheet 1

CAD DRAWING – DO NOT REVISE MANUALLY

01870 0154

01912
0164

Upon recording return to:
Lory Browing
Georgia Transmission Corporation
P.O. Box 2088
Tucker, GA 30085-2088

Highway 141 –Brookwood 115k Transmission Line
Parcel No.(s) 2

Book 1912
Pages 164 - 168
FORSYTH COUNTY, GA - DOCUMENT STAMP
Recorded 05/04/2001 09:18:41 AM
No. 9999-00016836 1 of 5 Pgs
Fee Amt: 18.00
Douglas Sorrells, SUPERIOR COURT CLERK

POLE LINE EASEMENT

STATE OF GEORGIA

COUNTY OF FORSYTH

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by Georgia Transmission Corporation (An Electric Membership Corporation), a Georgia Corporation, and Sawnee Electric Membership Corporation, a Georgia Corporation (hereinafter collectively called "Cooperative"), the receipt and sufficiency of which is hereby acknowledged for the undersigned, SANFORD H. ORKIN, INDUVIDUALLY, AND BARBARA H. ORKIN AS TRUSTEE FOR SHERRI LYNN ORKIN N/K/A SHERRI O. SORIANO, LAURIE ANN ORKIN N/K/A LAURIE O. GINBURG, MICHAEL BRIAN ORKIN, AND KENNETH A. ORKIN (hereinafter collectively referred to as "Grantor") , for its successors and assigns, do(es) hereby grant and convey to Georgia Transmission Corporation, its successors and assigns, a non-exclusive (as defined in the attached Addendum) perpetual easement in and to that portion of Grantor's property hereinafter defined as the "Easement Area" for the purpose of the construction, operation, maintenance and replacement of overhead and underground electric transmission, distribution and communication lines with necessary or convenient structures, frames, poles, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices in connection therewith upon or under the Easement Area; together with all rights and privileges necessary or convenient for the full enjoyment or use of the Easement Area for the purpose above described; with the right to permit the attachment of the wires and appliances of any other company or person, to said structures, frames and poles together with the right at all times to enter upon the Easement Area for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in anyway interfere or be likely to interfere with the proper operation of said lines. Grantee shall have the right to remove and dispose of danger trees on lands adjacent thereto, which now or may hereafter injure or endanger any of the works on the Easement Area provided that on future cutting of such danger trees Cooperative shall pay to the undersigned, or to the undersigned's(s') successors or assigns, the fair market value of the merchantable timber so cut, timber so cut to become the property of Cooperative. However, it is agreed that part of the within named consideration is full payment for all timber cut or to be cut in the initial clearing and construction of said transmission line; timber so cut to become the property of Cooperative.

The undersigned do(es) not convey any land, but merely grants the rights, privileges and easements to go in, upon, along and across the Easement Area.

The "Easement Area" is that portion of undersigned's(s') property located in Land Lot 487 and 488, 2nd District, 1st Section of Forsyth County, Georgia, which is illustrated on the attached plat of survey entitled "Highway 141 – Brookwood 115kV Transmission Line/Parcel No. 2 – Easement Area Platt", dated May 11, 2000, and last revised January 30, 2001, which was prepared by Albert M. Wynn, Jr. Georgia Registered Land Surveyor No. 2178. As verified by said plat, the amount of land embraced by this easement shall be 0.334 acre(s).

Cooperative shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

The undersigned warrant(s) its title to and ownership of the tract or parcel hereby affected, against claims arising by, through or under Grantor, but not otherwise, with the understanding that Cooperative is relying on said warranty in obtaining this easement.

TO HAVE AND TO HOLD forever, unto Cooperative, its successors, and assigns, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

The terms and provisions of the Addendum attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the said undersigned has (have) hereunto set it hand(s) and seal(s) the 10th day of April, 2001.

Signed, sealed and delivered
in the presence of:

WITNESS

SANFORD H. ORKIN (Seal)

NOTARY PUBLIC

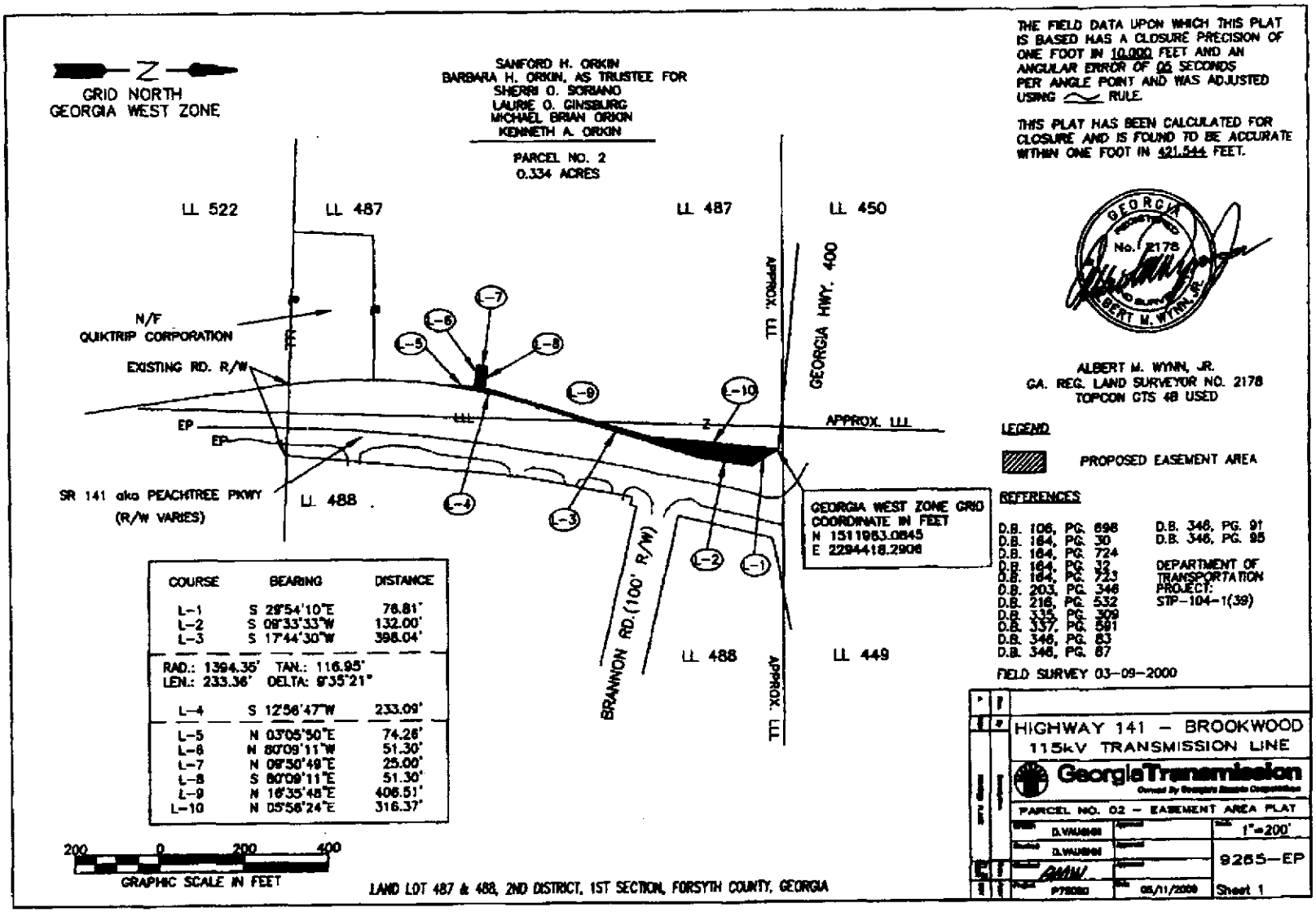
(NOTARY SEAL)

WITNESS

BARBARA H. ORKIN,
as Trustee for Sherri Lynn Orkin n/k/a Sherri O. Soriano, Laurie Ann Orkin n/k/a Laurie O. Ginburg, Michael Brian Orkin, and Kenneth A. Orkin, under Trust Agreement Dated December 27, 1973. (Seal)

NOTARY PUBLIC

(NOTARY SEAL)



THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING ~ RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 421,544 FEET.

GEORGIA REGISTERED No. 2178 ALBERT M. WYNN, JR.

ALBERT M. WYNN, JR.
GA. REG. LAND SURVEYOR NO. 2178
TOPCON GTS 4B USED

LEGEND

PROPOSED EASEMENT AREA

REFERENCES

D.B. 106, PG. 698
D.B. 164, PG. 30
D.B. 164, PG. 724
D.B. 164, PG. 32
D.B. 164, PG. 723
D.B. 203, PG. 346
D.B. 216, PG. 532
D.B. 335, PG. 309
D.B. 337, PG. 581
D.B. 346, PG. 83
D.B. 346, PG. 87
D.B. 346, PG. 91
D.B. 346, PG. 95

DEPARTMENT OF TRANSPORTATION PROJECT:
STP-104-1(39)

FIELD SURVEY 03-09-2000

HIGHWAY 141 - BROOKWOOD
115kV TRANSMISSION LINE

GeorgiaTransmission

PARCEL NO. 02 - EASEMENT AREA PLAT

D.VAUGHN		1"=200'
D.VAUGHN		9265-EP
P79080	05/11/2000	Sheet 1

01912
01166

ADDENDUM TO
POLE LINE EASEMENT
BY SANFORD H. ORKIN, INDIVIDUALLY,
AND BARBARA H. ORKIN, AS TRUSTEE,
IN FAVOR OF
GEORGIA TRANSMISSION CORPORATION
AND
SAWNEE ELECTRIC MEMBERSHIP CORPORATION,
COLLECTIVELY REFERRED TO AS "COOPERATIVE"

By its acceptance of the within and foregoing Pole Line Easement (as amended by this Addendum, this "Easement Agreement"), Cooperative hereby agrees to the following terms and conditions:

1. All electric transmission, distribution and communication lines, structures, frames, poles, wires, manholes, anchors, guy wires, conduits, fixtures, appliances, wires, devices, and other equipment and facilities (collectively, the "Facilities") that may be constructed or installed from time to time under this Easement Agreement shall be constructed, installed and completed entirely within the Easement Area.

2. The easement granted in this Easement Agreement is and shall be "non-exclusive", meaning that Grantor shall retain and have the right to use the Easement Area for all purposes that neither conflict in a substantial manner with, nor pose a safety hazard with respect to, the use thereof under this Easement Agreement for the purpose of electric transmission lines and structures. Such purposes for which Grantor may use the Easement Area include, without limitation, for public and private streets, roadways and driveways, for the installation of utilities, landscaping, irrigation, sidewalks, signage, vehicular and pedestrian access, and parking). Cooperative shall have the sole right to use the Easement Area for the purpose of electric transmission lines and structures so long as Cooperative continues to use the Easement Area for such purpose.

3. If any improvement, pavement, site improvement, plant, grass or landscaping which is located on the Easement Area or any other part of the property of Grantor is damaged or removed in connection with the exercise by Cooperative of its rights under this Easement Agreement, Cooperative shall, at its sole cost and expense, repair, restore or replace such improvement, pavement, site improvement, plant, grass or landscaping to the same level and quality that existed prior thereto (including, but not limited to, replanting or grassing the area disrupted during any construction, grading, repair or removal of dirt by Cooperative using grass and planting materials, and personnel, approved by Grantor).

4. After completion of any activities within the Easement Area by Cooperative, Cooperative shall leave the land in a clean and good condition, with all debris removed therefrom and with any trenches and cuts properly filled so that all property which may have been disturbed by such work is restored to the condition that existed immediately prior to such activities, including, without limitation, as set forth in paragraph 3, above.

5. Cooperative shall indemnify, defend, and hold harmless Grantor against and from any liability, damage, loss, cost, or expense (including, without limitation, reasonable court costs and attorneys' fees) suffered, incurred, or sustained by Grantor which in any manner arises out of, by reason of, as a result of or in connection with Cooperative's exercise of the rights granted in this Easement Agreement or Cooperative's failure to perform fully and completely any of its duties, obligations, responsibilities, or liabilities under this Easement Agreement.

6. This Easement Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, Grantor and its successors-in-title and Cooperative and its legal representatives, successors and assigns.

7. Upon Grantor's written request, Cooperative shall, at Grantor's cost and expense, cause any Facilities to be relocated to a location designated by Grantor within the Easement Area or Grantor's property adjacent to the Easement Area so long as such relocation does

not result in any disruption of the transmission or distribution of electricity through or effected by such Facilities.

8. In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the foregoing main body of this Easement Agreement, the terms and provisions of this Addendum shall prevail and govern and control.

01912
0169
V

Upon recording return to:
Lory Browning
Georgia Transmission Corporation
P.O. Box 2088
Tucker, GA 30085-2088

Highway 141 – Brookwood 115kV Transmission Line
Parcel No.(s) 3

POLE LINE EASEMENT

Book 1912
Pages 169 - 171
FORSYTH COUNTY, GA - DOCUMENT STAMP
Recorded 05/04/2001 09:20:00 am
No. 9999-00016837 1 of 3 Pgs
Fee Amt: 14.00
Douglas Sorrells, SUPERIOR COURT CLERK

STATE OF GEORGIA

COUNTY OF FORSYTH

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by Georgia Transmission Corporation (An Electric Membership Corporation), a Georgia Corporation, and Sawnee Electric Membership Corporation, a Georgia Corporation (hereinafter collectively called "Cooperative"), the receipt and sufficiency of which is hereby acknowledged, the undersigned, QUIKTRIP CORPORATION, for its successors and assigns, do(es) hereby grant and convey to Georgia Transmission, its successors and assigns, the right to from time-to-time construct, operate, maintain and renew overhead and underground electric transmission, distribution and its own communication lines with necessary or convenient structures, frames, poles, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices in connection therewith upon or under a strip of land more fully located and described below; together with all rights and privileges necessary or convenient for the full enjoyment or use of said strip for the purpose above described; with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Grantee shall have the right to remove and dispose of danger trees on lands adjacent thereto, which now or may hereafter injure or endanger any of the works on said strip provided that on future cutting of such danger trees Cooperative shall pay to the undersigned, or to the undersigned's(s') successors or assigns, the fair market value of the merchantable timber so cut, timber so cut to become the property of Cooperative. However, it is agreed that part of the within named consideration is full payment for all timber cut or to be cut in the initial clearing and construction of said transmission line; timber so cut to become the property of Cooperative.

Notwithstanding anything to the contrary contained herein; (i) improvements constructed or placed by the owner or operator of the burdened premises, on the burdened premises, shall be allowable up to fifteen feet (15 ft.) in height; (ii) Grantee shall not place any structures, frames, poles, anchors, guy wires, etc., on the burdened premises in connection with the right provided by this easement without the prior written consent of the undersigned and any tenants of such premises; and (iii) Grantee's exercise of rights granted hereunder shall in no way interfere with or obstruct the current or future operation of the burdened premises, including without limitation pedestrian and vehicular ingress and egress to and from the burdened premises.

The undersigned do(es) not convey any land, but merely grants the rights, privileges and easements to go in, upon, along and across that strip of land owned by the undersigned.

Said strip is that portion of undersigned's(s') property located in Land Lot 487, 2nd District, 1st Section of Forsyth County, Georgia, which is illustrated on the attached plat of survey entitled "Highway 141 – Brookwood 115kV Transmission Line/Parcel No. 03 - Easement Area Plat", dated May 11, 2000, and last revised February 21, 2001, which was prepared by Albert M. Wynn, Jr., Georgia Registered Land Surveyor No. 2178. As verified by said plat, the amount of land embraced by this easement shall be 0.021 acre(s).

01912
0170

Cooperative shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

The undersigned warrant(s) its title to and ownership of the tract or parcel hereby affected, with the understanding that Cooperative is relying on said warranty in obtaining this easement.

TO HAVE AND TO HOLD forever, unto Cooperative, its successors and assigns, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

IN WITNESS WHEREOF, the said undersigned has(have) hereunto set its hand(s) and seal(s), this 10th day of April, 2001.

Signed, sealed, and delivered
in the Presence of:

WITNESS

NOTARY PUBLIC

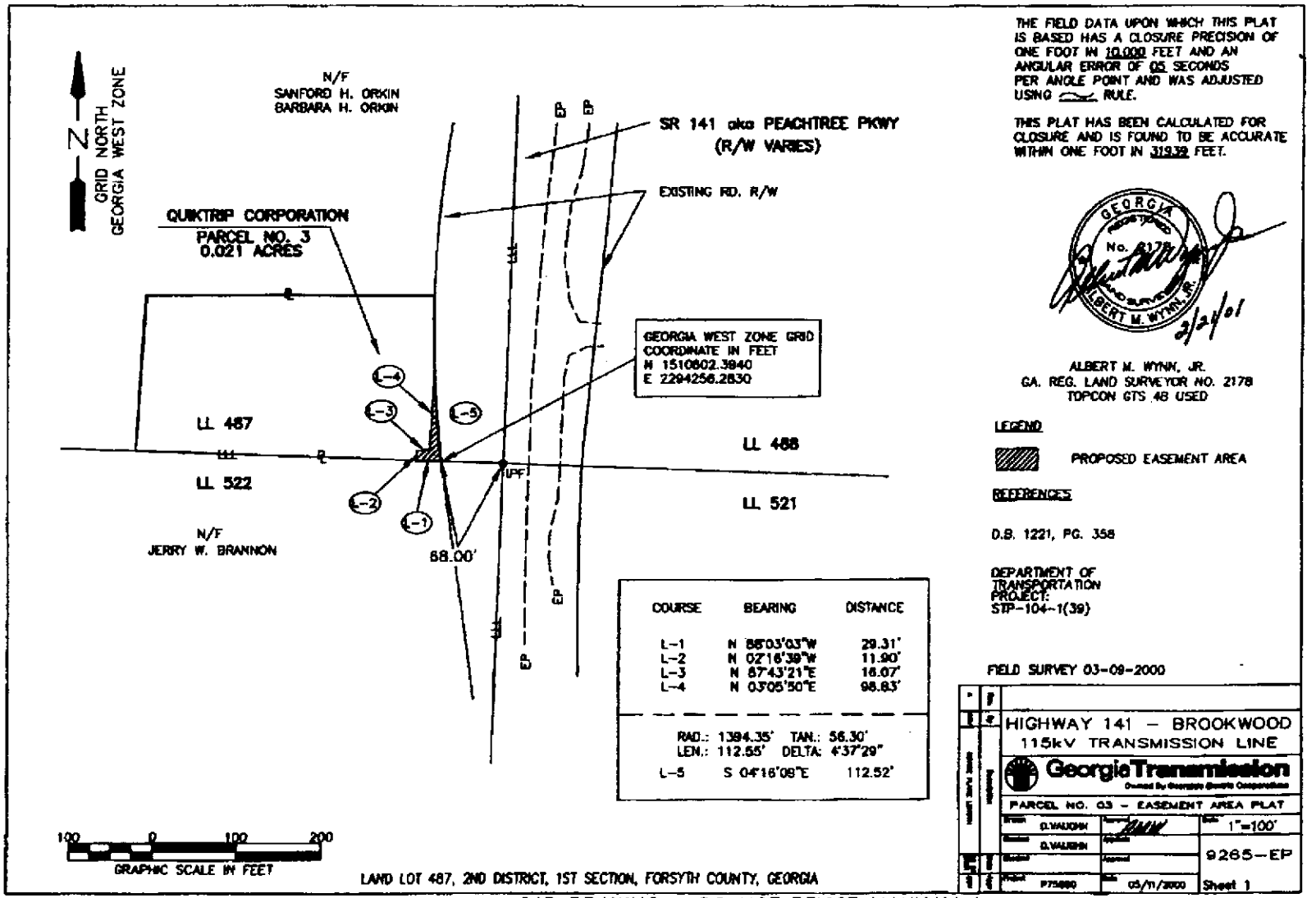
(NOTARY SEAL)

QUIKTRIP CORPORATION

BY:
TITLE Dir of Real Estate

ATTEST:
TITLE Assistant Secretary

(CORPORATE SEAL)



THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING ~~~ RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 31939 FEET.

GEORGIA No. 2178 ALBERT M. WYNN, JR. 3/21/01

ALBERT M. WYNN, JR.
GA. REG. LAND SURVEYOR NO. 2178
TOPCON GTS 4B USED

LEGEND

PROPOSED EASEMENT AREA

REFERENCES

D.B. 1221, PG. 358

DEPARTMENT OF TRANSPORTATION
PROJECT:
STP-104-1(39)

FIELD SURVEY 03-09-2000

HIGHWAY 141 – BROOKWOOD
115kV TRANSMISSION LINE

GeorgiaTransmission

PARCEL NO. 03 – EASEMENT AREA PLAT

Drawn D.VAUGHN	Approved	Date	1"=100'
Checked D.VAUGHN	Applied		9265-EP
Checked	Approved		
Project P75880	Date 05/11/2000		Sheet 1

01912
0171

Doc ID: 000994710003 Type: GLR
Filed: 06/12/2004 at 03:38:24 PM
Fee Amt: $0.00 Page 1 of 3
Transfer Tax: $0.00
Forsyth, GA
Douglas Sorrells Clerk Superior Ct
BK 3336 PG 191-193

STATE OF GEORGIA }

COUNTY OF FORSYTH }

Return: Forsyth County Engineering Department
110 East Main Street
Cumming, Ga. 30040

PERMANENT DRAINAGE EASEMENT

THIS INDENTURE, made this 10th day of May, 2004, between **JERRY W. BRANNON and JOAN S. BRANNON** (hereinafter referred to as "GRANTOR"), and **FORSYTH COUNTY**, a political subdivision of the State of Georgia, of the County of Forsyth and State of Georgia, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires).

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grant unto the Grantee an easement over, under, upon, and across the following described property:

> **TO-WIT, 1,610.00** square feet of Permanent Drainage Easement located in Land Lot(s) 521,522, of the 2nd District, 1st Section, Tax Map No. 107-019, Forsyth, Georgia and being identified as Parcel 06, as depicted in the plans titled "Right-of-Way plans for the Forsyth Connector, Project No. PEN04" as prepared by Moreland Altobelli Associates, Inc. Said plans are incorporated herein by reference for a more complete description thereof. See Exhibit "B" attached. Also attached is a legal description of the Permanent Easement to be acquired shown as Exhibit "A".

THE PURPOSE of this easement is to allow Grantee, or its agents, to construct slopes, fills, and embankments as necessary, in order to support improvements on roadway, and provide for flow and drainage of water, stormwater and runoff from or related to said roadway; as per Exhibit A, attached

IN WITNESS WHEREOF the Grantor has signed and sealed this easement the day and year above written.

Signed, sealed, and delivered this 10th day of May 2004, in the presence of:

Witness

Notary Public

My Commission Expires: 11-11-07

GRANTOR(S):
JERRY W. & JOAN S. BRANNON

Jerry W. Brannon
Jerry W. Brannon

Joan S. Brannon
Joan S. Brannon

Exhibit "B"

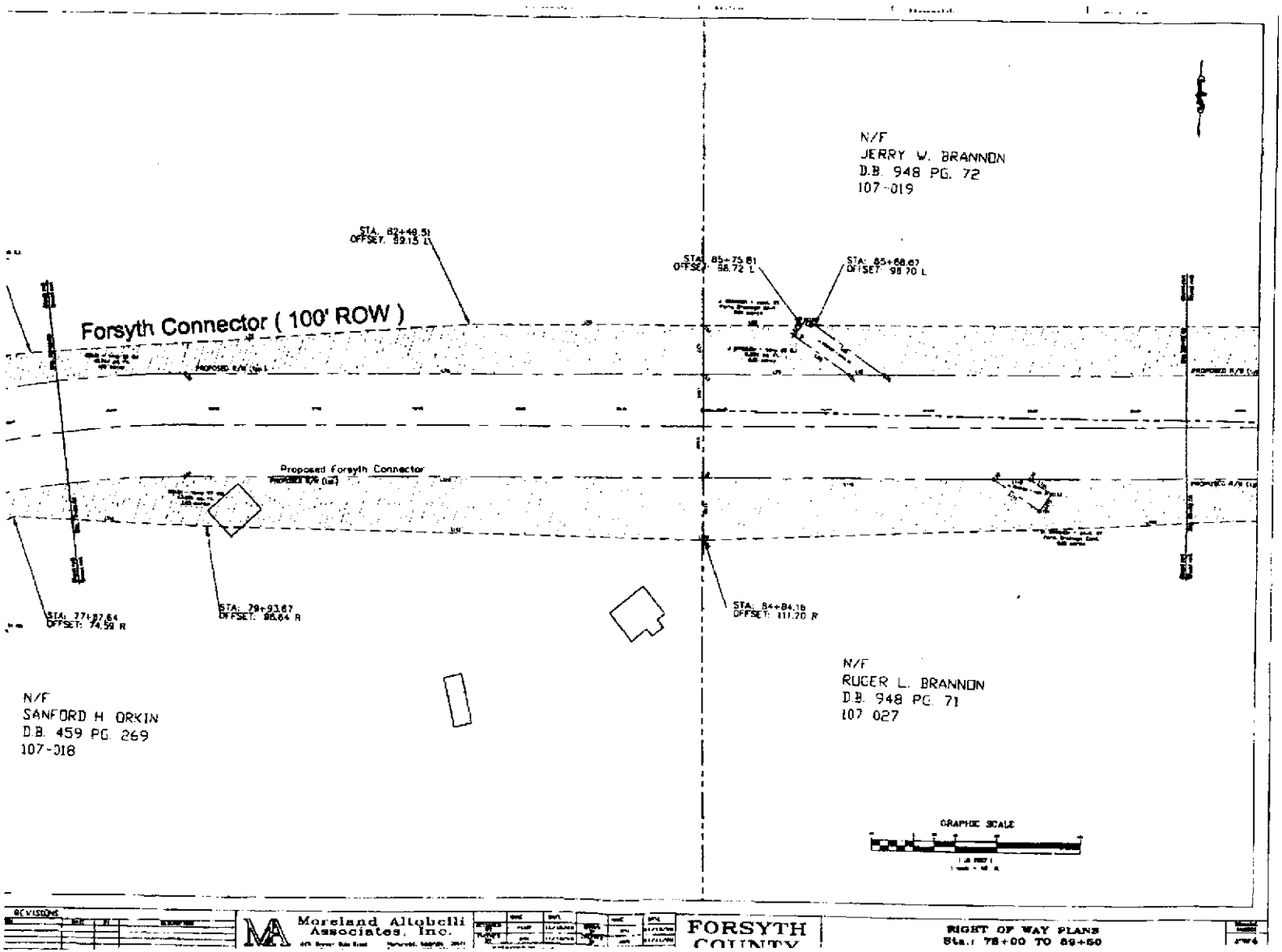

Forsyth Connector (100' ROW)
Proposed Forsyth Connector
N/F
JERRY W. BRANNON
D.B. 948 PG. 72
107-019
N/F
SANFORD H. ORKIN
D.B. 459 PG. 269
107-018
N/F
RUGER L. BRANNON
D.B. 948 PG. 71
107 027
GRAPHIC SCALE
Moreland Altobelli Associates, Inc.
FORSYTH COUNTY
RIGHT OF WAY PLANS
Sta.: 78+00 TO 89+50

Exhibit "A"

TRACT DESCRIPTION

PERMANENT DRAINAGE EASEMENT FORSYTH CONNECTOR
JERRY W. BRANNON PARCEL

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 522 OF THE 2ND DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE LAND LOT LINE COMMON TO LAND LOTS 522 AND 523 WITH THE NORTHERLY RIGHT OF WAY OF THE PROPOSED FORSYTH CONNECTOR; THENCE, ALONG SAID PROPOSED RIGHT OF WAY NORTH 88 DEGREES 13 MINUTES 57 SECONDS EAST A DISTANCE OF 141.54 FEET TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, DEPARTING SAID PROPOSED RIGHT OF WAY NORTH 56 DEGREES 21 MINUTES 30 SECONDS WEST A DISTANCE OF 66.41 FEET TO A POINT; THENCE, NORTH 33 DEGREES 38 MINUTES 30 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE, SOUTH 56 DEGREES 21 MINUTES 30 SECONDS EAST A DISTANCE OF 94.55 FEET TO A POINT ON THE PROPOSED RIGHT OF WAY; THENCE, ALONG SAID RIGHT OF WAY SOUTH 88 DEGREES 13 MINUTES 57 SECONDS WEST A DISTANCE OF 34.52 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.04 ACRES OR 1,610 SQUARE FEET.

Doc ID: 004481880016 Type: GLR
Filed: 01/18/2007 at 10:48:10 AM
Fee Amt: $38.00 Page 1 of 16
Forsyth County, GA
Douglas Gorrells Clerk Superior Ct
BK 4603 PG 742-756

AET

RETURN TO:
Isabel M. Garcia, Esq.
Piedmont Title Insurance Agency, Inc.
150 East Ponce de Leon Avenue, Suite 330
Decatur, GA 30030

STATE OF GEORGIA

COUNTY OF _____

AGREEMENT REGARDING MEDIAN CUTS, TRAFFIC SIGNAL LOCATIONS AND UTILITY LOCATIONS

THIS AGREEMENT REGARDING MEDIAN CUTS, TRAFFIC SIGNAL LOCATIONS AND UTILITY LOCATIONS (the "Agreement") is entered into as of the 17th day of January, 2007, by and between SANFORD H. ORKIN, an individual, ("Sanford Orkin") and BARBARA H. ORKIN, in her capacity as Trustee of (i) the Sherri Orkin Life Trust U/A dated December 27, 1973, (ii) the Laurie Orkin Life Trust U/A dated December 27, 1973, (iii) the Michael Orkin Life Trust U/A dated December 27, 1973, and (iv) the Kenneth Orkin Life Trust U/A dated December 27, 1973 (collectively, the "Life Trusts"; Orkin and the Life Trusts shall hereinafter be collectively referred to as the "Orkins"), and AVENUE FORSYTH LLC, a Georgia limited liability company ("AF LLC"). AF LLC and Orkin are referred to collectively herein as the "Owners."

WHEREAS, on or prior to the date hereof, AF LLC purchased from the Orkins certain tracts or parcels of land situated in Forsyth County, Georgia which are more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "AF LLC Property"); and

WHEREAS, on or prior to the date hereof, as part of the consideration for the sale of the AF LLC Property by the Orkins to AF LLC, AF LLC caused to be conveyed to the Orkins that certain tract or parcel of land situated in Forsyth County, Georgia and more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (which, together with the property owned by the Orkins which is east of, and contiguous to, the property described on Exhibit "B", collectively hereinafter being referred to as the "Orkin Property"); and

WHEREAS, the AF LLC Property and the Orkin Property each abut the highway known as Ronald Reagan Parkway; and

WHEREAS, as part of the consideration for the sale of the AF LLC Property to AF LLC, AF LLC has agreed that it will not request, or consent to, the relocation of (a) the four (4) existing median cuts located on Ronald Reagan Parkway, as more particularly shown on that certain plat attached hereto as Exhibit "C" and by this reference incorporated herein, or (b) the proposed traffic signal locations shown on the plat attached hereto as Exhibit "D" and by this reference incorporated herein.

NOW, THEREFORE, for and in consideration of the sum of TEN and NO/100 ($10.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Orkins and AF LLC hereby covenant and agree as follows:

1. Agreement Regarding Median Cuts and Traffic Signal Locations. AF LLC hereby agrees, on behalf of itself and its successors and assigns, not to request or expressly consent to the relocation of (a) the four (4) existing median cuts located on Ronald Reagan Parkway, as more particularly shown on Exhibit "C", or (b) the proposed traffic signal locations shown on Exhibit "D" without obtaining the prior written consent of the owner of the Orkin Property. In the event the applicable governmental authorities determine it is necessary to relocate the four (4) existing median cuts or the proposed traffic signal locations on Ronald Reagan Parkway, AF LLC will consult with the Orkins before approving such other locations.

2. Agreement Regarding Location of Utility Installations. Pursuant to Section 33 of the Purchase and Sale Agreement dated May 19, 2006, between the Orkins and AF LLC, as amended, in connection with AF LLC's development of the AF LLC Property, AF LLC is required to extend (or cause to be extended) a gravity flow sanitary sewer line and water line to a point along the southerly right of way line of Ronald Reagan Parkway opposite from the boundary line of the portion of the property described on Exhibit "B" attached hereto, in a location to be approved by the Orkins' engineer. The Orkins hereby approve (and acknowledge their engineer has approved) the location of the installation of the gravity flow sewer line and water line as shown on (i) Sheet 4 of 7, Sheet 5 of 7, Sheet 6 of 7 and Sheet 7 of 7 of the Sanitary Sewer Plan and Profile, Sanitary Sewer Outfall Design, The Avenue Forsyth, prepared by Southern Civil Engineers, dated October 13, 2006, last revised December 18, 2006, and (ii) Sheet 12 of 13 of the Detailed Utility Plan, The Avenue Forsyth, prepared by Southern Civil Engineers, dated October 13, 2006, last revised December 18, 2006. AF LLC reserves the right, after initial installation of the sewer line in the approved location, to relocate such sewer line on AF LLC's property if such relocation is necessary to accommodate the future Phase II development on the AF LLC Property; *provided, however*, AF LLC will not, without the prior written approval of the Orkins, (a) change the size of the sewer line as shown on the referenced plans or (b) reduce the slope of the sewer line to less than 0.7%. AF LLC shall use commercially reasonable efforts to complete the sewer extension work as soon as practicable after the date hereof; provided that such sewer extension work shall be completed no later than the date which is the earlier of (x) eighteen (18) months from the date hereof or (y) the completion date of the sewer serving AF LLC's development on its property. In addition, if AF LLC utilizes natural gas on its property, AF LLC shall cause the natural gas supplier to likewise extend a gas line to a point along such

southerly right of way line. All of the foregoing utility extensions (sewer, water and gas) to the Orkin Property shall be at the sole cost and expense of AF LLC; provided, however, AF LLC shall not be responsible for the payment of any water, sewer or other utility connection charges, tap on fees, reservation fees, impact fees, meter fees, and/or user charges and similar fees that may be charged in connection with the Orkin's development of the Orkin Property.

3. Covenants Running With the Land. The obligations set forth in this Agreement shall run with the land and shall be binding upon and benefit the Owners and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the AF LLC Property or the Orkin Property shall automatically be deemed, by acceptance of the title to said property, to have assumed the obligations of this Agreement relating thereto to the extent of its interest in said property and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement with respect to the property so conveyed except for any liability arising during its period of ownership of the property so conveyed.

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

(Signatures Begin on the Following Page)

IN WITNESS WHEREOF, the Orkins and AF LLC have signed and sealed this Agreement, the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

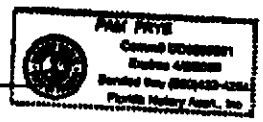
Witness

"ORKINS"

(SEAL)
Sanford H. Orkin

Notary Public

My Commission Expires
4-2-08



(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Witness

(SEAL)
Barbara H. Orkin, as Trustee of the Sherri Orkin Life Trust U/A dated December 27, 1973

Notary Public

My Commission Expires
4-2-08



(NOTARY SEAL)

[Signatures Continued on the Following Page]

Signed, sealed and delivered
in the presence of:

Witness

Barbara H. Orkin (SEAL)
Barbara H. Orkin, as Trustee of the Laurie
Orkin Life Trust U/A dated December 27, 1973

Notary Public

My Commission Expires
4-2-08

PAM FRYE
Comm# DD0[illegible]
Expires 4/2/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

Witness

Barbara H. Orkin (SEAL)
Barbara H. Orkin, as Trustee of the Michael
Orkin Life Trust U/A dated December 27, 1973

Notary Public

My Commission Expires
4-2-08

PAM FRYE
Comm# DD0[illegible]
Expires 4/2/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

(NOTARY SEAL)

[Signatures Continued on the Following Page]

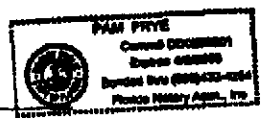
Signed, sealed and delivered
in the presence of:

Witness

(SEAL)
Barbara H. Orkin, as Trustee of the Kenneth Orkin Life Trust U/A dated December 27, 1973

Notary Public

My Commission Expires
4-2-08



(NOTARY SEAL)

[Signatures Continued on the Following Page]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires
10-27-2009

(NOTARY SEAL)

Kelli L Tracy
My Commission Expires
Notary
Public
Oct. 27, 2009
Cobb County, Georgia

"AF LLC"

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated, a Georgia corporation, its sole member

By:
Name: William J Bassett
Title: Sr. VP

(CORPORATE SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION OF AF LLC PROPERTY

All that tract or parcel of land lying and being in Land Lots 486, 487, 488 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the point of intersection of the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way) and the south line of said Land Lot 487 (being the north line of Land Lot 522); run thence, along said south line of Land Lot 487 (being the north line of Land Lot 522) and the north line of the property now or formerly owned by Jerry W. & Joan S. Brannon, North 89 degrees 51 minutes 07 seconds West a distance of 362.93 feet to the POINT OF BEGINNING and from the POINT OF BEGINNING as thus established running thence the following courses and distances:

1. Running thence North 89 degrees 51 minutes 07 seconds West, a distance of 1,039.17 feet to a ½ inch crimp top pipe found with a 1 inch open top pipe witness post at the corner common to Land Lots 486, 487, 522 and 523 of said District, Section and County;

2. Running thence along the east line of said Land Lot 523 (being the west line of Land Lot 522) and the westerly line of property now or formerly owned by Jerry W. & Joan S. Brannon South 02 degrees 18 minutes 41 seconds East, a distance of 697.38 feet to a point on the northerly right-of-way line of Forsyth Connector (also known as Ronald Reagan Parkway) (a variable width right-of-way);

3. Running thence with said northerly right-of-way line of Forsyth Connector the following courses and distances:

   a. South 88 degrees 13 minutes 23 seconds West, a distance of 510.47 feet to a point;

   b. Along the northeasterly and northerly line of said right-of-way and along the arc of a curve having a chord bearing South 55 degrees 54 minutes 25 seconds West for 1,122.64 feet and having a radius of 1,050.00 feet, an arc distance of 1,184.45 to a point of intersection of said right-of-way and the west line of said Land Lot 523 (being the east line of Land Lot 524), said District, Section and County;

4. Thence, leaving said northerly right-of-way line of Forsyth Connector and running along said west line of Land Lot 523 (being the east line of Land Lot 524) and an east line of property now or formerly owned by the State of Georgia North 02 degrees 21 minutes 36 seconds West, a distance of 1,346.69 feet to a ½ inch rebar found at the corner common to Land Lots 485, 486, 523 and 524 of said District, Section and County;

5. Running thence along the west line of said Land Lot 486 (being the east line of Land Lot 485) and an east line of property now or formerly owned by the State of Georgia North 02 degrees 58 minutes 57 seconds East, a distance of 85.25 feet to a point of intersection with

the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way);

6. Running thence along said southerly right-of-way line of Georgia State Highway 400 the following courses and distances:

   a. North 41 degrees 25 minutes 04 seconds East, a distance of 116.24 feet to a point;

   b. North 49 degrees 38 minutes 22 seconds East, a distance of 667.27 feet to a point;

   c. North 62 degrees 03 minutes 32 seconds East, a distance of 382.84 feet to a point;

   d. North 73 degrees 20 minutes 13 seconds East, a distance of 615.65 feet to a concrete monument found;

   e. North 76 degrees 43 minutes 36 seconds East, a distance of 1,054.76 feet to a point;

   f. South 84 degrees 11 minutes 20 seconds East, a distance of 484.66 feet to a point;

   g. South 33 degrees 25 minutes 42 seconds East, a distance of 89.60 feet to a point of intersection with said westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way);

7. Thence running along said westerly right-of-way line of Georgia State Route 141 the following courses and distances:

   a. South 13 degrees 21 minutes 19 seconds West, a distance of 122.30 feet to a point;

   b. South 17 degrees 45 minutes 27 seconds West, a distance of 398.05 feet to a point;

   c. Along the arc of a curve having a chord bearing South 09 degrees 39 minutes 12 seconds West for 393.14 feet and having a radius of 1,394.35 feet, an arc distance of 394.45 feet to a ½ inch rebar found;

8. Thence, leaving said westerly right-of-way line of Georgia State Route 141 and running along the property now or formerly owned by Forum Shops Cumming, LLC the following courses and distances:

   a. Along the north line of said property North 89 degrees 25 minutes 20 seconds West, a distance of 342.64 feet to a nail found at an axle bent;

   b. Along the west line of said property South 03 degrees 11 minutes 29 seconds West, a distance of 203.09 feet to the POINT OF BEGINNING.

Said property containing 3,699,324 square feet or 84.9248 acres of land, more or less as shown on that certain ALTA/ACSM Land Title Survey prepared for Cousins Properties Incorporated,

prepared by TerraMark Professional Land Surveying, certified by Paul B. Cannon, G.R.L.S. Number 2928, dated February 14, 2006, last revised January 11, 2007.

Exhibit "B"

LEGAL DESCRIPTION OF ORKIN PROPERTY

All that tract or parcel of land lying and being in Land Lots 521 and 522, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Beginning at a 3/4 inch open top pipe found at the apparent Land Lot Corner common to Land Lots 522, 523, 558 and 559, said district, said section; Thence, leaving aforesaid Land Lot Corner and running along the apparent Land Lot Line common to Land Lots 522 and 523 North 02° 19' 22" West, 628.31 feet to a point located on the southerly right-of-way of Forsyth Connector a.k.a Ronald Reagan Parkway (having a variable right-of-way); thence, leaving the aforesaid Land Lot Line and running with the southerly right-of-way line of Forsyth Connector North 88° 13' 23" East, 1,263.67 feet to a point; thence, South 84° 56' 30" East, 67.22 feet to a point; thence, North 88° 13' 23" East, 113.62 feet to a point at the beginning of a mitred corner of the aforesaid southerly right-of-way of Forsyth Connector and the westerly right-of-way of Georgia State Route 141 (having a variable right-of-way); thence, leaving the said right-of-way of Forsyth Connector and continuing across the aforesaid mitred corner South 39° 19' 38" East, 39.69 feet to a point; thence, South 39° 19' 37" East, 11.94 feet to a point on the aforesaid right-of-way of Georgia State Route 141; thence, running with the aforesaid right-of-way of Georgia State Route 141 South 08° 04' 05" East, 60.88 feet to a point; thence, South 09° 10' 00" East, 474.55 feet to a point; thence, South 81° 58' 18" West, 19.21 feet to a point; thence, South 08° 04' 18" East, 34.79 feet to a point; thence, North 81° 53' 05" East, 14.52 feet to a point; thence, South 10° 06' 10" East, 56.66 feet to a point; thence, South 89° 48' 51" West, 1,545.17 feet to the point of beginning, containing 976,439 square feet or 22.4159 acres of land, more or less.

EXHIBIT "C"

EXISTING MEDIAN CUTS

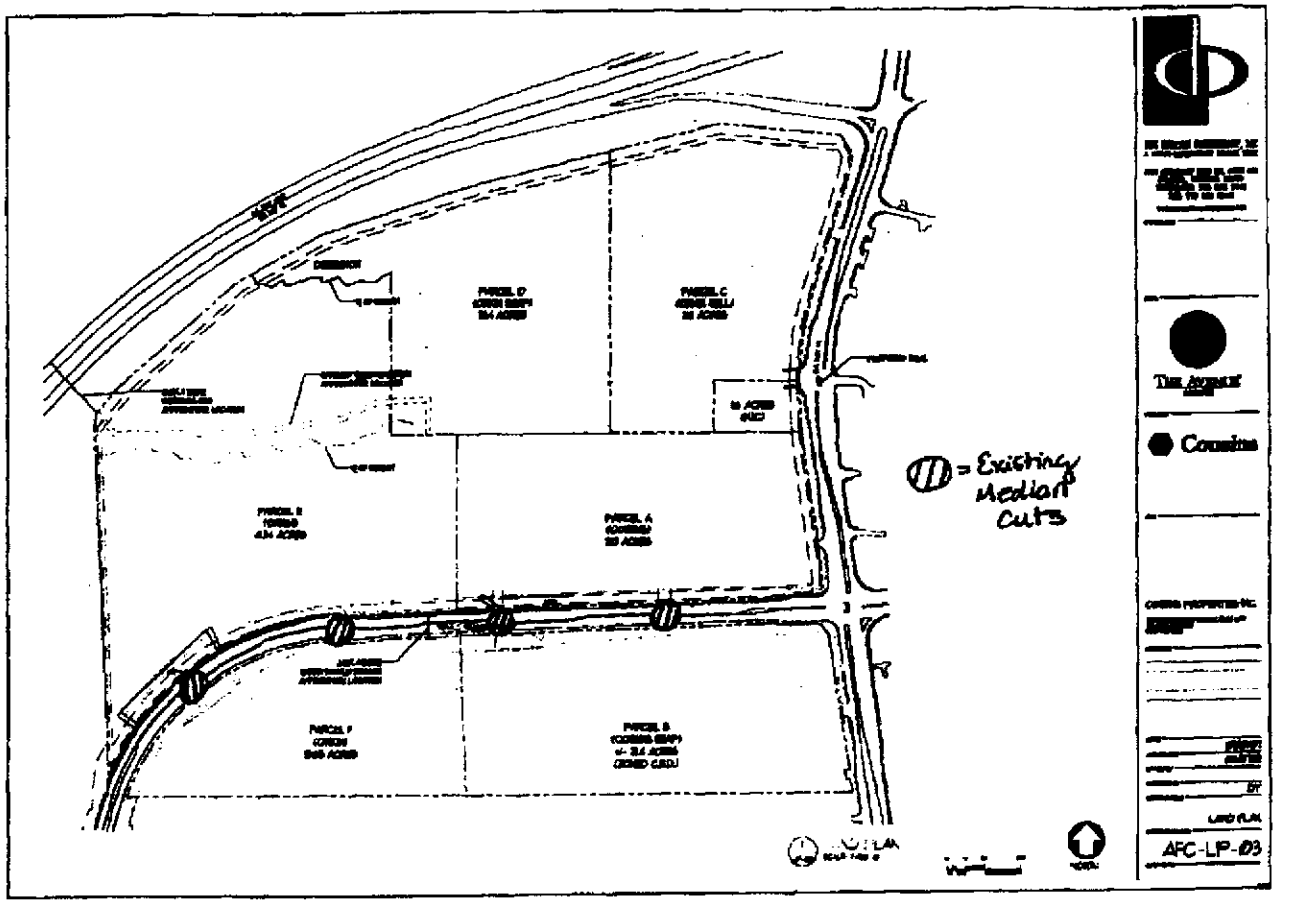
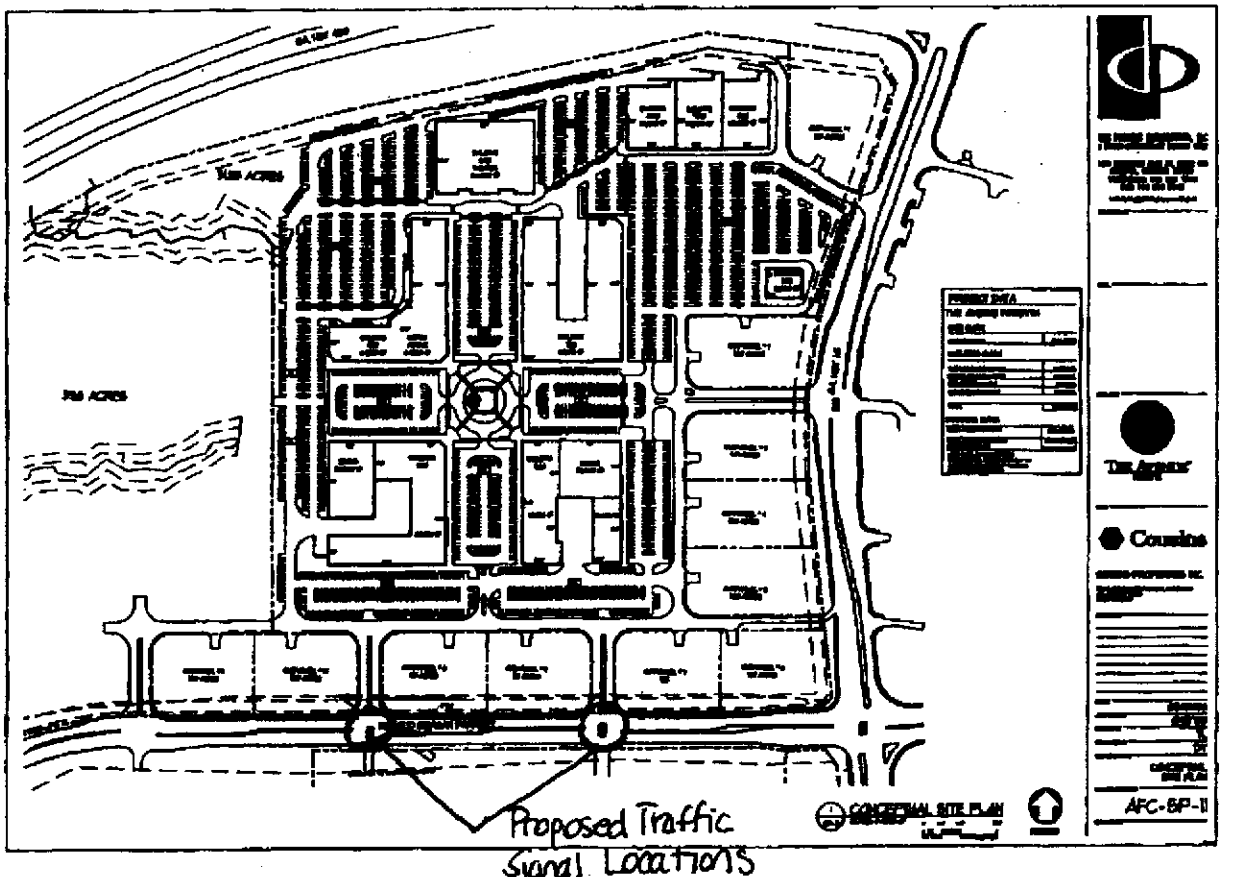

= Existing Median Cuts
Cousins
AFC-LP-03

EXHIBIT "D"

PROPOSED TRAFFIC SIGNAL LOCATIONS



Proposed Traffic Signal Locations

Ret: Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 600
Atlanta, Ga 30339

Doc ID: 010219180012 Type: GLR
Filed: 12/28/2007 at 10:09:39 AM
Fee Amt: $32.00 Page 1 of 12
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK 4990 PG 162-173

After recording please return to:
Avenue Forsyth LLC
c/o Cousins Properties Incorporated
191 Peachtree Street
Suite 3600
Atlanta, GA 30303
Attention: Michael Davis

Cross-Reference:
Deed Book 4683, page 742
Deed Book 4157, page 698
Forsyth County, Georgia records

STATE OF GEORGIA
COUNTY OF FORSYTH

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 21st day of DECEMBER, 2007, by and between **SANFORD H. ORKIN** (hereinafter referred to as "Grantor"), and **AVENUE FORSYTH LLC**, a Georgia limited liability company (hereinafter referred to as "Grantee").

WITNESSETH

WHEREAS, Grantor is the owner of the property located in Land Lot 523, 2nd District, 1st Section, Forsyth County, Georgia as more particularly described on **Exhibit "A"** attached hereto and incorporated herein ("Grantor's Property");

WHEREAS, Grantee is the owner of the property located in Land Lots 486, 487, 488, 521, 522, and 523, 2nd District, 1st Section, Forsyth County, Georgia as more particularly described on **Exhibit "B"** attached hereto and incorporated ("Grantee's Property");

WHEREAS, in connection with Grantee's development of Grantee's Property, Grantee is required to extend a gravity flow sanitary sewer line (the "Sewer Facilities") to a point along the southerly right-of-way line of Ronald Reagan Parkway as more particularly shown on **Exhibit "C"** attached hereto and incorporated herein, and Grantee has requested that Grantor provide Grantee with an easement over Grantor's Property so as to allow Grantee's construction of the Sewer Facilities on Grantor's Property;

NOW, THEREFORE, in consideration of Ten Dollars and No/100 ($10.00) paid by Grantee to Grantor, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recital of facts is incorporated herein to the same extent as if hereinafter fully set forth, and Grantor and Grantee acknowledge that said recitals are true and correct.

2. Grantor does hereby grant and convey to Grantee a temporary non-exclusive easement (the "Easement") over and across that portion of Grantor's Property shown on **Exhibit "C"** attached hereto and incorporated herein (the "Easement Area"), for purposes of construction of the Sewer Facilities on Grantor's Property (the "Work") in accordance with the plans attached hereto as **Exhibit "C"** and incorporated herein. The Easement shall expire on the earlier of April 30, 2008 or the date construction of the Work has been completed.

3. Grantee, in initiating or performing any Work on Grantor's Property by virtue of the rights granted herein, shall (a) cause all construction, maintenance or other work to be conducted in accordance with all applicable federal, state and local laws, regulations and rules; (b) cause all Work that is commenced on the property to be performed expeditiously and in a good and workmanlike manner; (c) promptly after completion of any construction, grade and seed the Easement Area; and (d) pay for and compensate all parties undertaking any work or supplying any materials for the construction, and cancel any liens or claims whatsoever against the Grantor's Property pertaining to said work or materials.

4. Grantee agrees to defend, indemnify and hold harmless Grantor, together with its agents, representatives, employees, tenants, invitees and licensees, from and against any and all claims, costs, expenses, damages, and liabilities that said parties may suffer or incur as a result of any and all acts and omissions of Grantee, its agents, employees, or contractors in connection with the use or exercise of any and all rights and privileges granted herein.

5. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of Grantor and Grantee and their respective heirs, executors, successors-in-title, successors and assigns.

6. This Agreement shall be construed and interpreted pursuant to the laws of the State of Georgia.

7. Grantor hereby represents and warrants that it is seized of the Grantor's Property in fee simple and has full right and authority to grant and convey the Easement Area, and that the Grantor's Property is free and clear of any and all encumbrances (including, without limitation, any mortgages, deeds to secure debt, or deeds of trust).

(Signatures commence on next page)

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed, sealed and delivered the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires

7.17.2009

[NOTARY SEAL]

"GRANTOR"

(SEAL)

Kenneth A. Orkin, as attorney-in-fact for Sanford H. Orkin

BETTIE C. GOSS COBB COUNTY GEORGIA My Comm. Expires July 17, 2009 NOTARY PUBLIC

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires

[NOTARY SEAL]

"GRANTEE"

AVENUE FORSYTH LLC, a Georgia limited liability company

By: Cousins Properties Incorporated, a Georgia corporation, its sole member

By: _____
Name: _____
Title: _____

(CORPORATE SEAL)

1879795-2

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be duly executed, sealed and delivered the day and year first above written.

Signed, sealed and delivered in the presence of:

"GRANTOR"

_____
Unofficial Witness

_____(SEAL)
Sanford H. Orkin

_____
Notary Public

My Commission Expires

_____

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires
Notary Public, Cobb County, Georgia
My Commission Expires March 18, 2008

[NOTARY SEAL]

"GRANTEE"

AVENUE FORSYTH LLC, a Georgia limited liability company

By: Cousins Properties Incorporated, Georgia corporation, its sole member

By:
Name: William Bassett
Title: Sr. Vice President

(CORPORATE SEAL)

1879795-2

EXHIBIT "A"

(LEGAL DESCRIPTION OF GRANTOR'S PROPERTY)

All that tract or parcel of land lying and being in Land Lot 523, 2nd District, 1st Section, Forsyth County, Georgia and being located south of the southerly right-of-way line of the Forsyth Connector, a/k/a Ronald Reagan Parkway, a variable width right-of-way.

EXHIBIT "B"

(LEGAL DESCRIPTION OF GRANTEE'S PROPERTY)

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way) and the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and running thence the following courses and distances:

1. Running thence along the westerly right-of-way line of said Georgia State Route 141 the following courses and distances:

    a. South 13 degrees 21 minutes 19 seconds West, a distance of 122.30 feet to a point;

    b. South 17 degrees 45 minutes 27 seconds West, a distance of 398.05 feet to a point;

    c. Along the arc of a curve having a chord bearing South 09 degrees 39 minutes 12 seconds West for 393.14 feet and having a radius of 1,394.35 feet, an arc distance of 394.45 feet to ½ inch rebar found;

    d. Along the arc of a curve having a chord bearing South 02 degrees 34 minutes 23 seconds East for 200.46 feet and having a radius of 1,394.35 feet, an arc distance of 200.63 feet to a point;

    e. Along the arc of a curve having a chord bearing South 07 degrees 18 minutes 26 seconds East for 29.79 feet and having a radius of 1,394.35 feet, an arc distance of 29.79 feet to a point;

    f. South 07 degrees 55 minutes 10 seconds East, a distance of 553.61 feet to a point;

    g. South 08 degrees 14 minutes 17 seconds East, a distance of 30.62 feet to a point at the mitered intersection of said westerly right-of-way line of Georgia State Route 141 and the northerly right-of-way line of Forsyth Connector (also known as Ronald Reagan Parkway) (a variable width right-of-way);

2. Thence, leaving said westerly right-of-way line of Georgia State Route 141 along said northerly right-of-way line of Forsyth Connector and running the following courses and distances:

    a. South 41 degrees 16 minutes 04 seconds West, a distance of 43.44 feet to a point;

b. South 88 degrees 13 minutes 23 seconds West, a distance of 99.55 feet to a point;

c. South 81 degrees 23 minutes 16 seconds West, a distance of 67.22 feet to a point;

d. South 88 degrees 13 minutes 23 seconds West, a distance of 1,774.88 feet to a point;

e. Along the arc of a curve having a chord bearing South 55 degrees 54 minutes 25 seconds West for 1,122.64 feet and having a radius of 1,050.00 feet, an arc distance of 1,184.45 feet to a point at the intersection of said right-of-way and the west line of Land Lot 523 (being the east line of Land Lot 524) said District, Section and County;

3. Running thence along the west line of Land Lot 523 (being the east line of Land Lot 524) North 02 degrees 21 minutes 36 seconds West, a distance of 1,346.69 feet to a ½ inch rebar found at the corner common to Land Lots 485, 486, 523 and 524, said District, Section and County;

4. Running thence along the west line of Land Lot 486 (being the east line of Land Lot 485) North 02 degrees 58 minutes 57 seconds East, a distance of 85.25 feet to a point of intersection with said southerly right-of-way line of Georgia State Highway 400;

5. Running thence along the southerly right-of-way line of Georgia State Highway 400 the following courses and distances:

a. North 41 degrees 25 minutes 04 seconds East, a distance of 116.24 feet to a point;

b. North 49 degrees 38 minutes 22 seconds East, a distance of 667.27 feet to a point;

c. North 62 degrees 03 minutes 32 seconds East, a distance of 382.84 feet to a point;

d. North 73 degrees 20 minutes 13 second East, a distance of 615.65 feet to a concrete monument found;

e. North 76 degrees 43 minutes 36 seconds East, a distance of 1,054.76 feet to a point;

f. South 84 degrees 11 minutes 20 seconds East, a distance of 484.66 feet to a point;

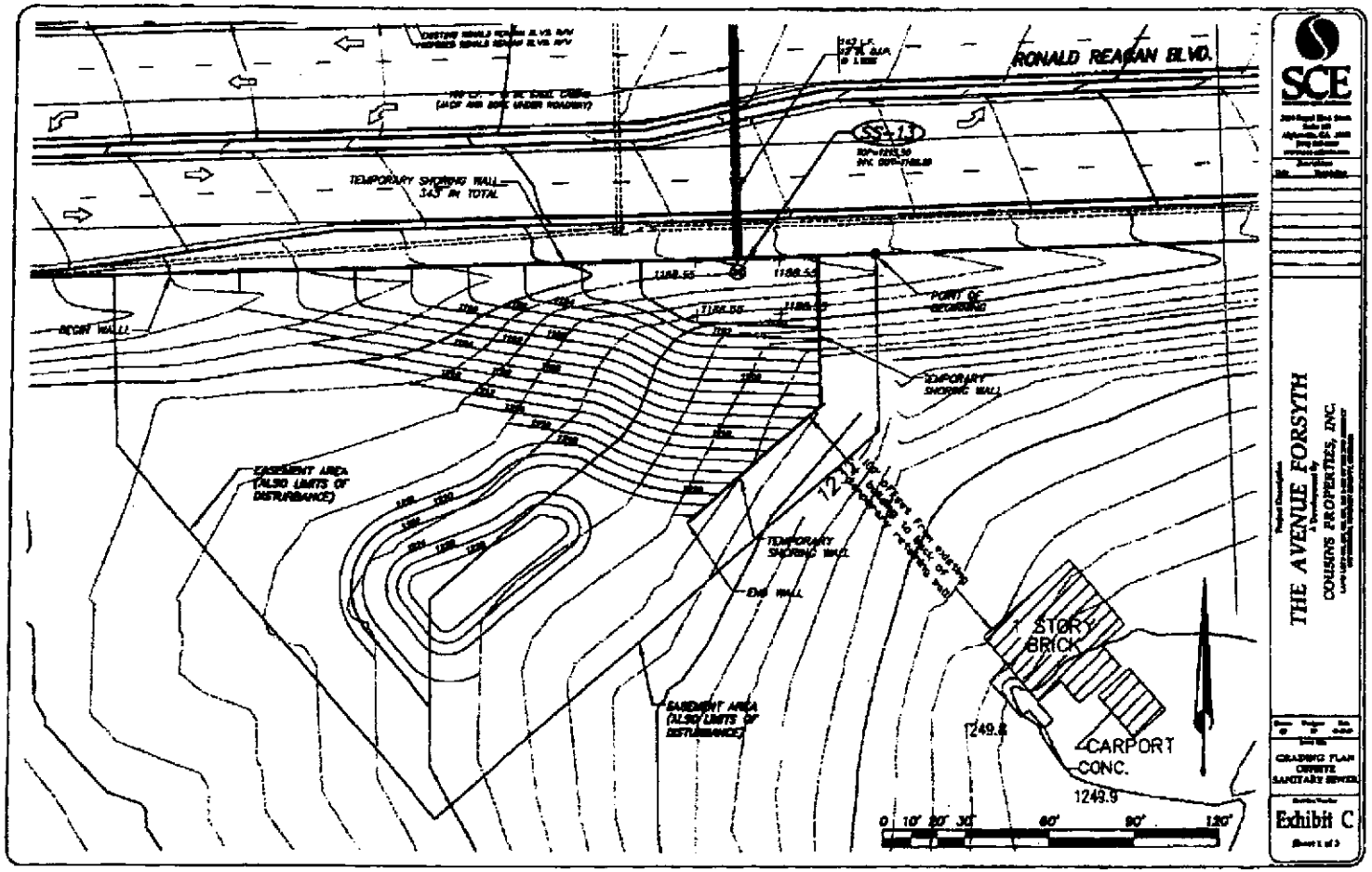
g. South 33 degrees 25 minutes 42 seconds East, a distance of 89.60 feet to a concrete monument found at the intersection of said southerly right-of-way line of Georgia State Highway 400 and said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

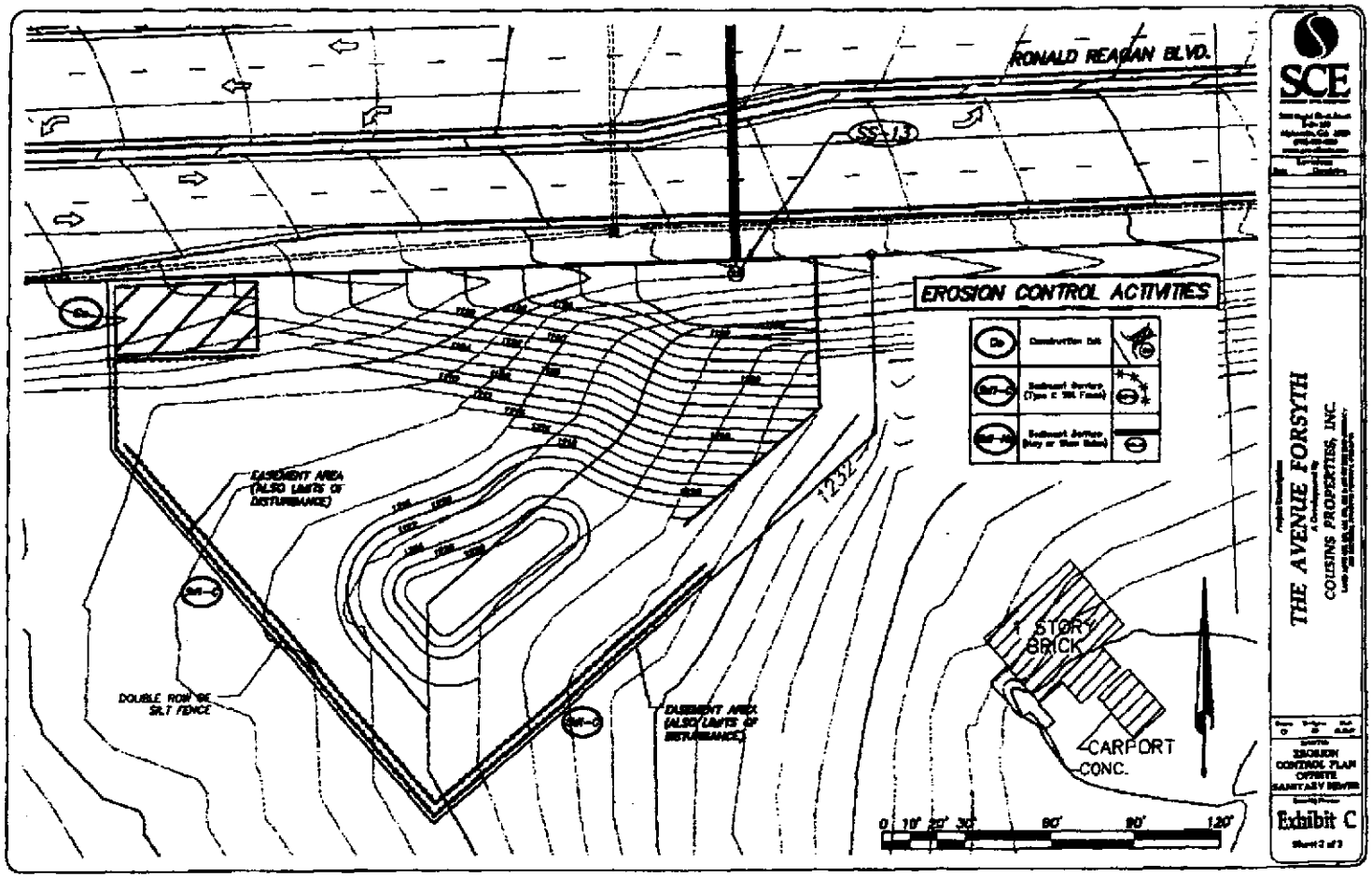
Said property containing 4,732,562 square feet or 108.6447 acres of land, more or less, as shown on that certain ALTA/ACSM Land Title Survey prepared for Cousins Properties Incorporated, prepared by TerraMark Professional Land Surveying, certified by Paul B. Cannon, G.R.L.S. Number 2928, dated February 14, 2006, last revised January 11, 2007.

EXHIBIT "C"

(Depiction of Sewer Easement and Work)

[Attached]


RONALD REAGAN BLVD.
TEMPORARY SHORING WALL
343' IN TOTAL
SS-11
POINT OF BEGINNING
RECAP WALL
TEMPORARY SHORING WALL
EASEMENT AREA
(ALSO LIMITS OF DISTURBANCE)
12" SEWER
TEMPORARY SHORING WALL
END WALL
EASEMENT AREA
(ALSO LIMITS OF DISTURBANCE)
1 STORY
BRICK
CARPORT
CONC.
1249.9
0 10' 20' 30' 60' 90' 120'
SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
GRADING PLAN
CREWS
SANITARY SEWER
Exhibit C


RONALD REAGAN BLVD.
SS-13
EROSION CONTROL ACTIVITIES
EASEMENT AREA (ALSO LIMITS OF DISTURBANCE)
DOUBLE ROW SF SILT FENCE
EASEMENT AREA (ALSO LIMITS OF DISTURBANCE)
1 STORY BRICK
CARPORT CONC.
0 10' 20' 30' 60' 90' 120'
SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
EROSION CONTROL PLAN OFFSITE SANITARY SEWER
Exhibit C

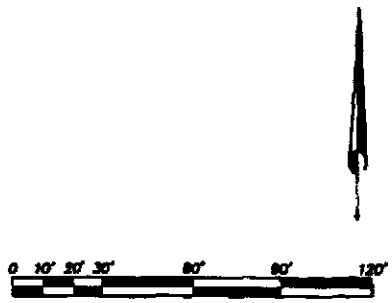
TEMPORARY CONSTRUCTION EASEMENT NOTES

1. ALL OF THE EASEMENT AREA SHOULD BE RESTORED TO ORIGINAL GRADE.
2. ALL FILL WILL BE COMPACTED TO 95% STANDARD PROCTOR.
3. ALL EASEMENT AREA TO BE SEEDED AND COVERED W/ A HEAVY LAYER OF STRAW.
4. ALL TEMPORARY SHORING WALLS SHALL BE REMOVED UPON COMPLETION OF THE CONSTRUCTION.
5. AN AS-BUILT SURVEY OF THE CONSTRUCTION SHALL BE PROVIDED BY GRANTEE AT THE END OF CONSTRUCTION, INCLUDING THE OUTFALL SEWER AS-BUILT THROUGH THE GRANTEE'S PROPERTY.
6. CONSIDERTATION SHOULD BE GIVEN TO THE TENANT THAT OCCUPIES THE HOUSE. THAT CONSIDERATION SHOULD BE GIVEN IN THE FORM A 24-HOUR ADVANCE NOTICE AND THE REQUIREMENT THAT NO UTILITIES WILL BE DISRUPTED, INCLUDING THE SEPTIC LINES.
7. ALL PERMITS SHALL BE OBTAINED FOR THE WORK INCLUDING EROSION CONTROL.

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 523 OF THE 2nd DISTRICT, 1st SECTION, FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. COMMENCING AT THE POINT OF BEGINNING; THENCE,
2. SOUTH 01° 46' 37" EAST A DISTANCE OF 62.3412 FEET TO A POINT; THENCE,
3. SOUTH 48° 27' 04" WEST A DISTANCE OF 205.52 FEET TO A POINT; THENCE,
4. NORTH 41° 12' 34" WEST A DISTANCE OF 173.63 FEET TO A POINT; THENCE,
5. NORTH 01° 46' 37" WEST A DISTANCE OF 59.71 FEET TO A POINT; THENCE,
6. NORTH 88° 13' 23" EAST A DISTANCE OF 268.24 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.



SCE

THE AVENUE FORSYTH

COUSINS PROPERTIES, INC.

Exhibit C

SAWNEE EMC
P.O. BOX 266
CUMMING, GA 30028

RSERVED FOR REAL ESTATE FILING ABOVE

WT

Right-Of-Way-Easement
Sawnee Electric Membership Corporation

This Right-Of-Way-Easement granted and conveyed by Avenue Forsyth LLC, a Georgia limited liability company ("Grantor") to Sawnee Electric Membership Corporation ("Grantee") as of this _____ day of _____, _____. The terms Grantor and Grantee include each party named, if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits.

Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the property of Grantor described on the reverse side hereof, (the "property") for the following purposes:

1. Construct and Reconstruct. To construct, reconstruct, replace, operate, maintain, use, repair, alter, improve, extend and remove overhead or underground electric lines and systems, including, but not limited to, poles or towers, cross-arms, fixtures, conduits, manholes, vaults, transformers, pads, equipment and appliances, foundations and footings, guy wires, anchors and stub poles and such other facilities (more particularly shown on Exhibit "A") as may now or hereafter be necessary or convenient for the distribution of electric energy associated with the Avenue Forsyth Shopping Center.

2. Repairs and Alterations. To enter upon the property at any time for the purpose of inspecting said lines and systems and making necessary repairs, alterations, changes and substitutions in said lines and systems for time to time as Grantee deems advisable or expedient.

3. Right-of-Way Maintenance. To keep and maintain the right-of-way area clear, by mechanical means or otherwise, of all structures, trees, stumps, roots, shrubbery and underground growth along said lines and systems. To cut and remove any tree or trees outside of the right-of-way which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and systems.

4. Miscellaneous. Grantor warrants and represents that Grantor is the record title holder of said property and is duly authorized to execute this easement.

Grantor covenants and agrees that all lines and systems installed incident to this right-of way easement by Grantee or its representatives, shall be and remain the property of Grantee which shall be removable and replaceable at its option, and all trees which the Grantee is authorized to cut by this agreement shall be the property of Grantor.

IN WITNESS WHEREOF, the undersigned has set his hand and seal the year and date first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public

Kelli L Tracy
Notary Public
Cobb County, Georgia
My Commission Expires Oct. 27, 2008

Avenue Forsyth LLC, a Georgia limited liability company
By: Cousins Properties Incorporated, a Georgia corporation
By: _____
Name: _____
Title: _____

Doc ID: 008761890023 Type: GLR
Filed: 06/18/2007 at 02:11:18 PM
Fee Amt: $84.00 Page 1 of 23
Transfer Tax: $0.00
Forsyth County, GA
Douglas Barrelle Clerk Superior Ct
BK 4784 PG 667-689

Description of Property

All that tract of land, including abutting waterways, streets, roads and highways, being in Forsyth County, Georgia, more particularly described in Exhibit B:

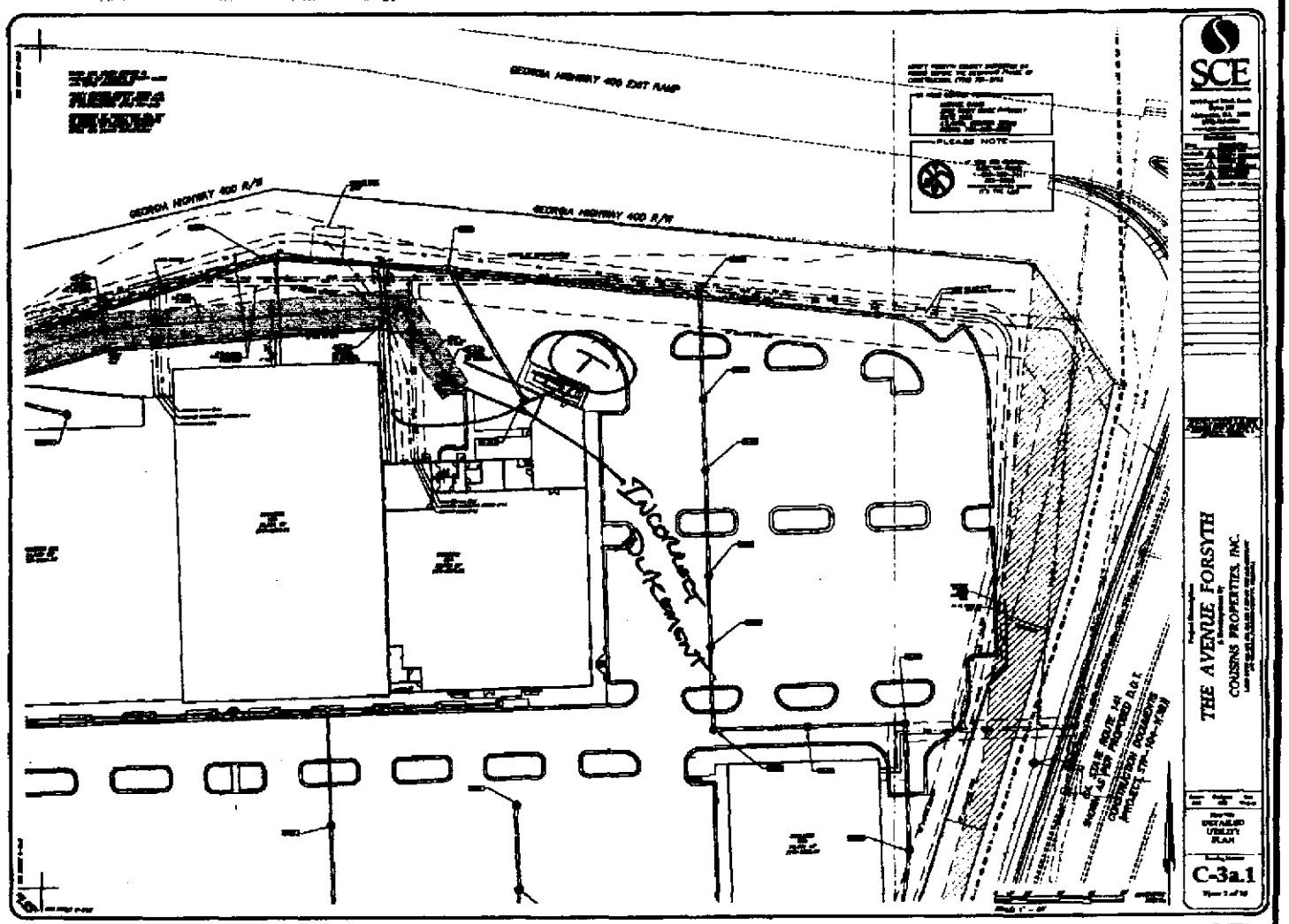
Right-Of-Way Easement Area

The right-of-way easement area shall be 5 feet in width and is more fully described as follows:

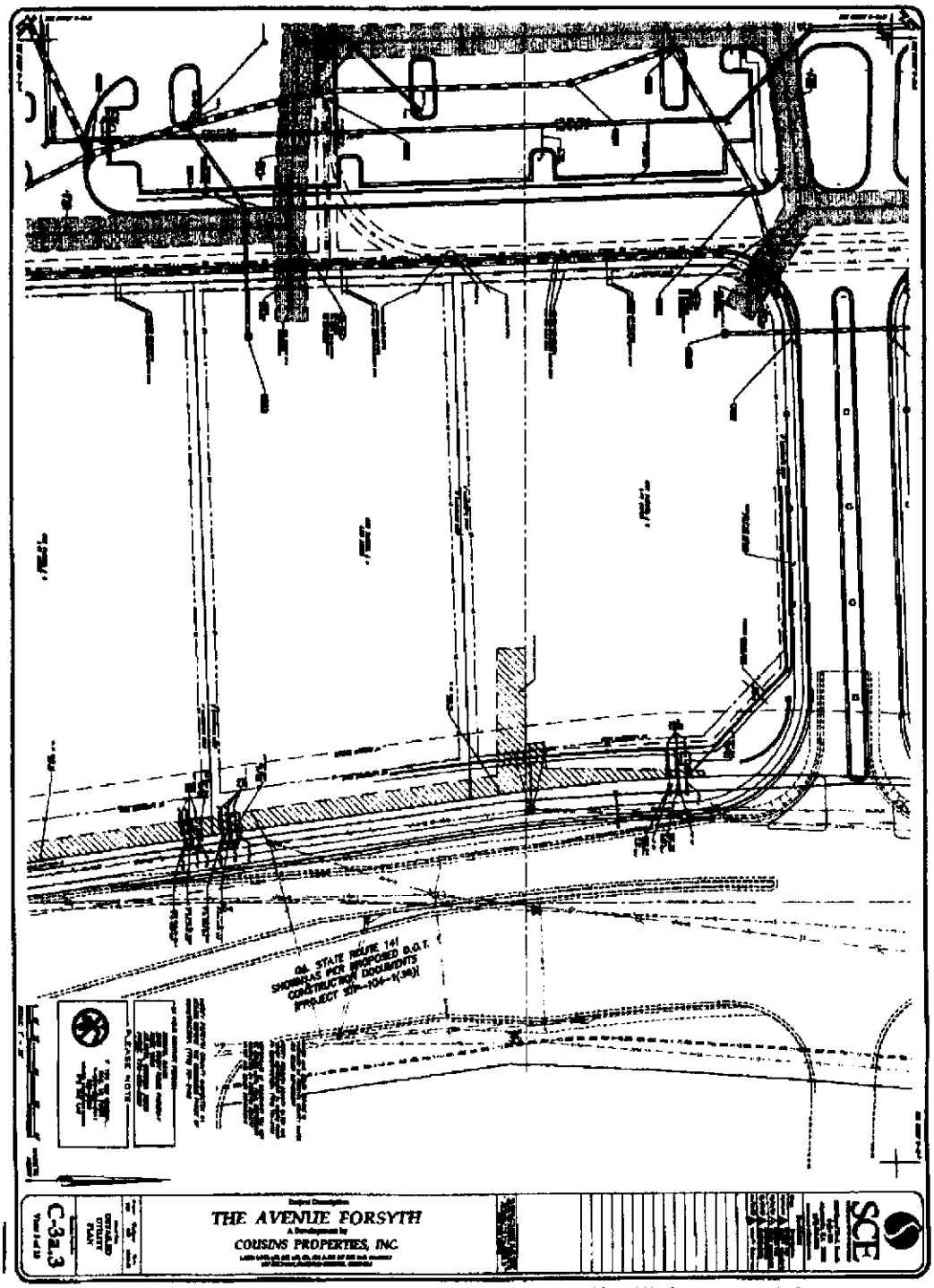
To Provide Electrical Service To The Avenues Forsyth Project (see Exhibit A)

EXHIBIT A

THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C-3
KEY MAP

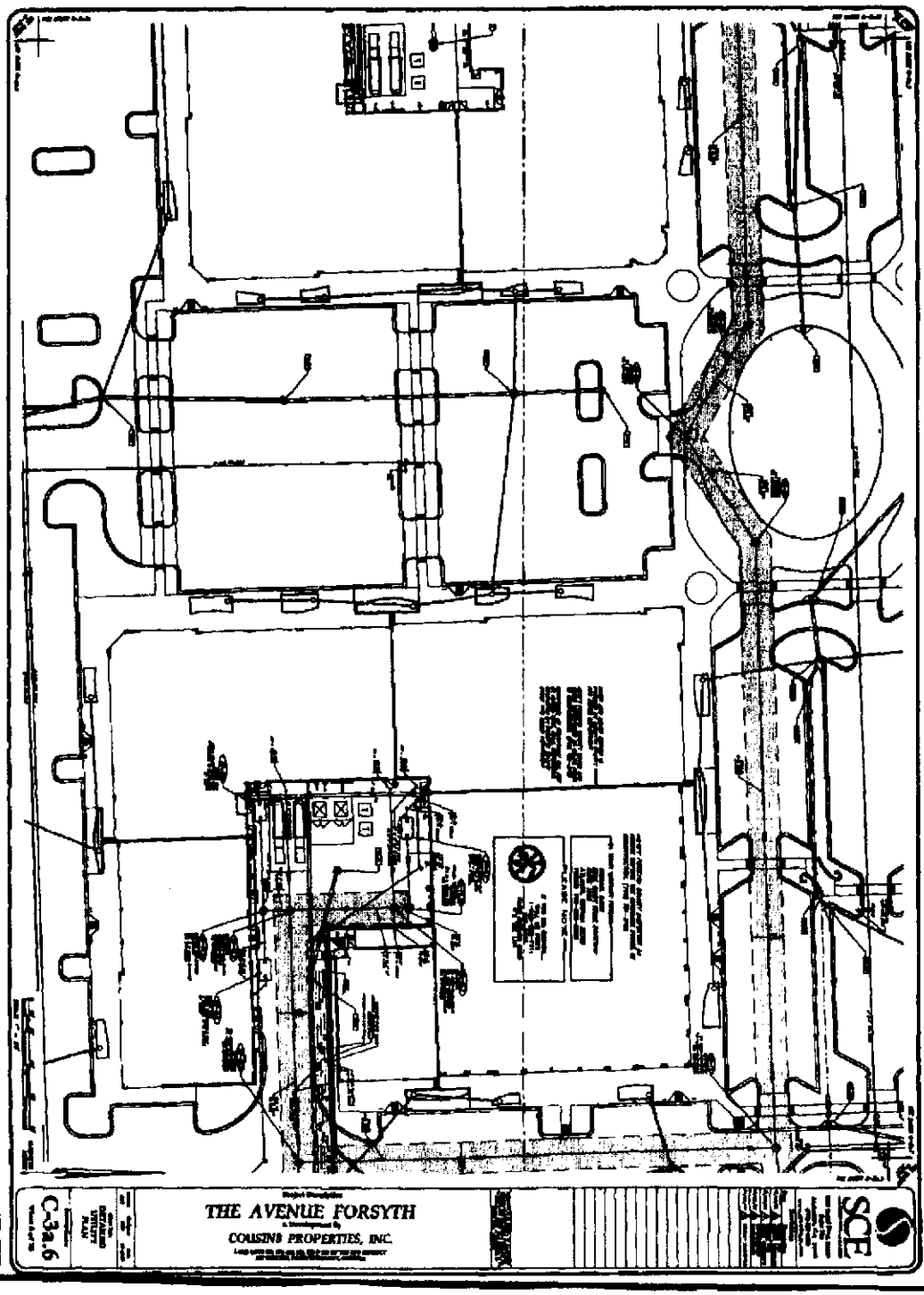

GEORGIA HIGHWAY 400 EXIT RAMP
GEORGIA HIGHWAY 400 R/W
GEORGIA HIGHWAY 400 R/W
PLEASE NOTE
INCORRECT PLACEMENT
SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
DETAILED UTILITY PLAN
C-3a.1

SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C-3a.2


GA. STATE ROUTE 141
SHOWN AS PER PROPOSED D.O.T.
CONSTRUCTION DOCUMENTS
PROJECT STP-104-1(38)I
PLEASE NOTE
THE AVENUE FORSYTH
A Development by
COUSINS PROPERTIES, INC.
C-3a.3
SCE

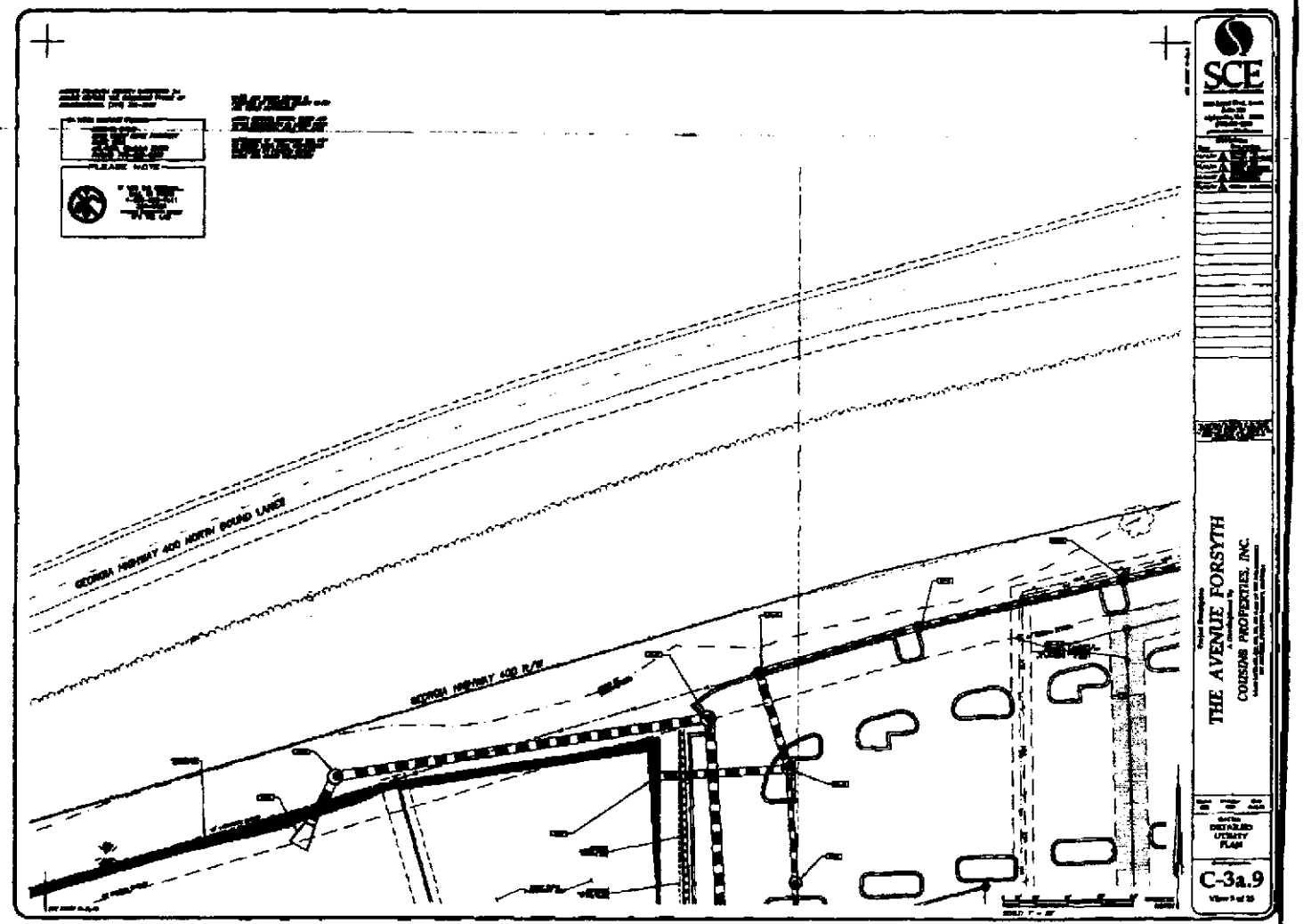
THE AVENUE FORSYTH
C-3a.4

THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C-3a.5
SCE


THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C3a.6
SCE

SCE
THE AVENUE FORSYTH
COLUSA PROPERTIES, INC.
C-3a.7

SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C-3a.8

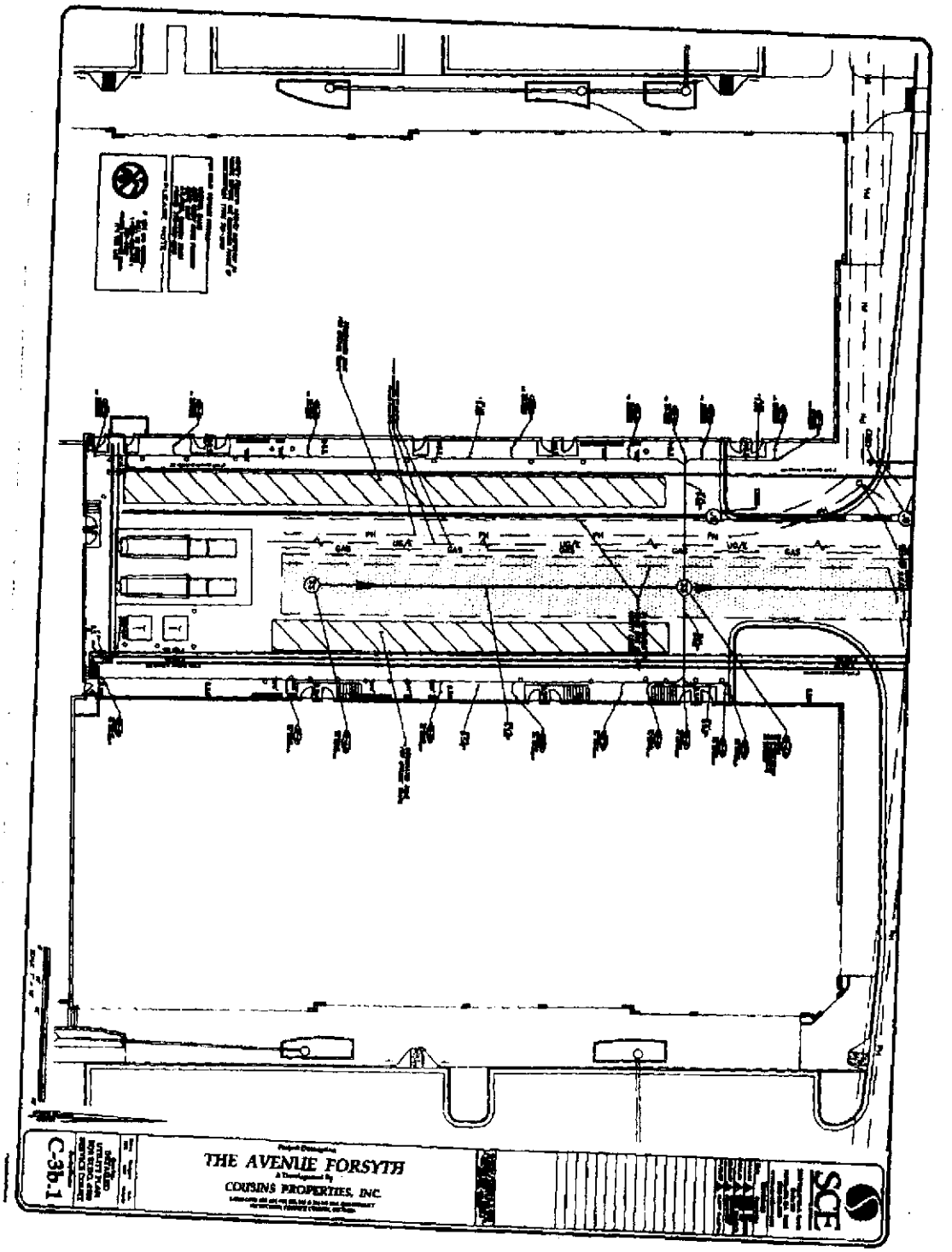

GEORGIA HIGHWAY 400 NORTH BOUND LANES
GEORGIA HIGHWAY 400 R/W
SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
DETAILED UTILITY PLAN
C-3a.9

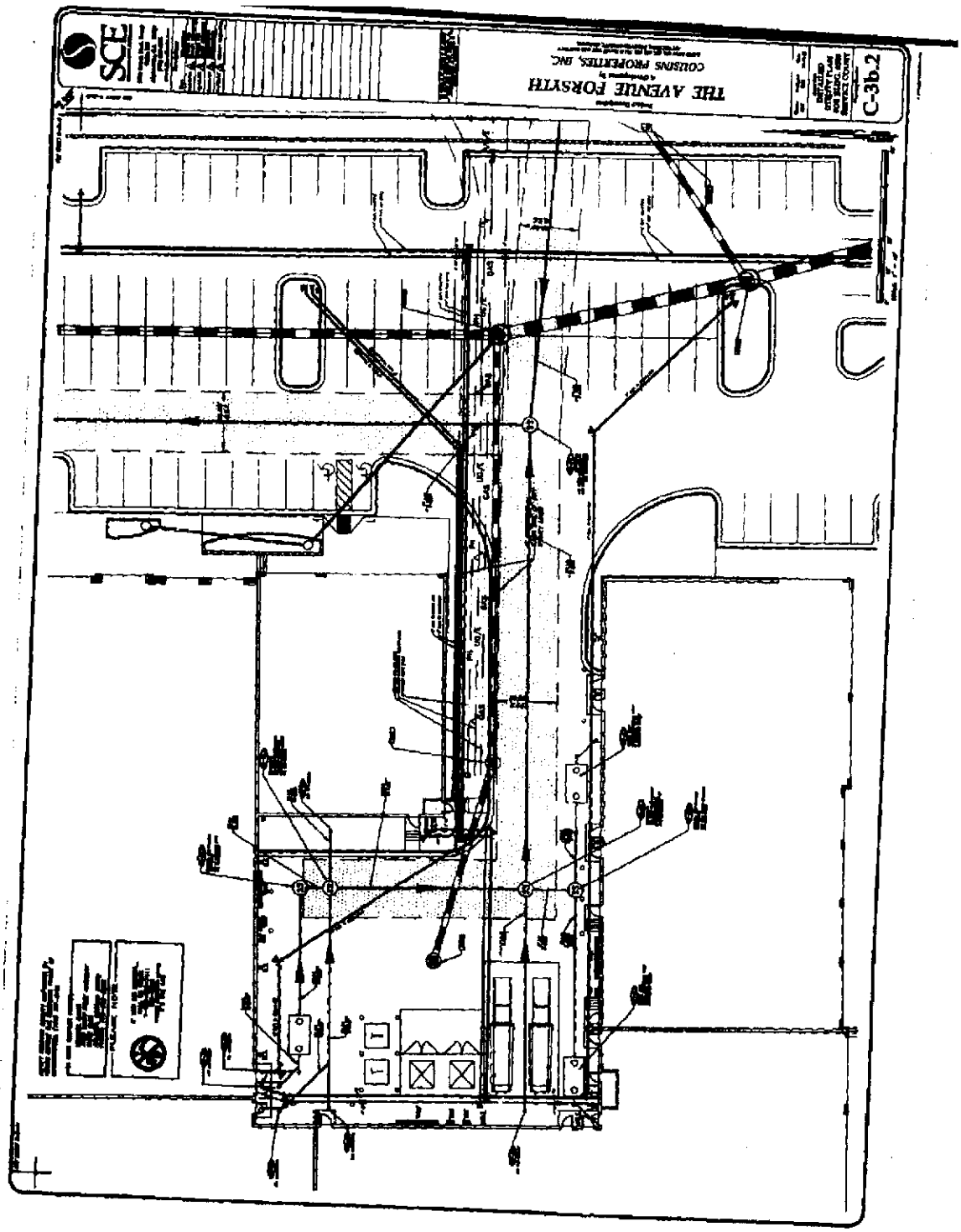
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC
C-3a.10

THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C-3a.11
SCE
UTILITY CROSS SECTIONS

SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC
C-3a.12

SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C-3a.13


THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C-3.1


THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C-3b.2

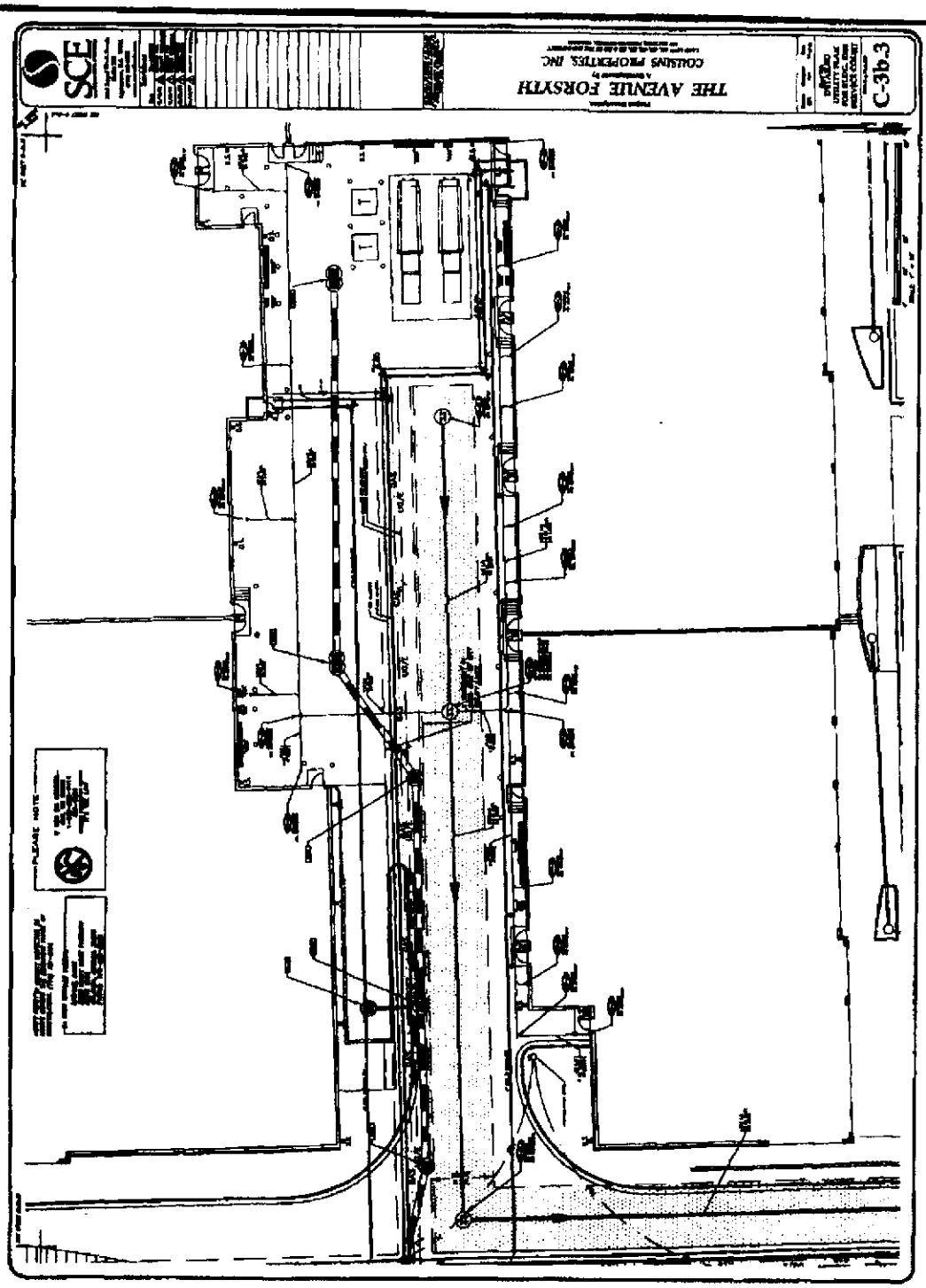

SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
C-3b.3

Exhibit B

The Avenue Forsyth

Legal Description

Shopping Center Phase One

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection formed by westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way) and the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and running thence the following courses and distances:

1. Running thence along the westerly right-of-way line of said Georgia State Route 141 the following courses and distances:

    a. South 13 degrees 21 minutes 19 seconds West, a distance of 122.30 feet to a point;
    b. South 17 degrees 45 minutes 27 seconds West, a distance of 398.05 feet to a point;
    c. Along the arc of a curve having a chord bearing South 09 degrees 39 minutes 12 seconds West for 393.14 feet and having a radius of 1,394.35 feet, an arc distance of 394.45 feet to a ½ inch rebar found;
    d. Along the arc of a curve having a chord bearing South 02 degrees 34 minutes 23 seconds East for 200.46 feet and having a radius of 1,394.35 feet, an arc distance of 200.63 feet to a point;
    e. Along the arc of a curve having a chord bearing South 07 degrees 18 minutes 26 seconds East for 29.79 feet and having a radius of 1,394.35 feet, an arc distance of 29.79 feet to a point;
    f. South 07 degrees 55 minutes 10 seconds East, a distance of 553.61 feet to a point;
    g. South 08 degrees 14 minutes 17 seconds East, a distance of 30.62 feet to a point at the mitered intersection of said westerly right-of-way line of Georgia State Route 141 and the northerly right-of-way line of Forsyth Connector (also known as Ronald Reagan Parkway) (a variable width right-of-way);

2. Thence, leaving said westerly right-of-way line of Georgia State Route 141 along said northerly right-of-way line of Forsyth Connector and running the following courses and distances:

    a. South 41 degrees 16 minutes 04 seconds West, a distance of 43.44 feet to a point;
    b. South 88 degrees 13 minutes 23 seconds West, a distance of 99.55 feet to a point;
    c. South 81 degrees 23 minutes 16 seconds West, a distance of 67.22 feet to a point;
    d. South 88 degrees 13 minutes 23 seconds West, a distance of 1,774.88 feet to a point;
    e. Along the arc of a curve having a chord bearing South 86 degrees 12 minutes 59 seconds West for 73.54 feet and having a radius of 1,050.00 feet, an arc distance of 73.55 feet;

3. Thence, leaving said northerly right-of-way line of Forsyth Connector and running the following courses and distances:

    a. North 43 degrees 13 minutes 42 seconds East, a distance of 34.76 feet to a point;
    b. North 88 degrees 13 minutes 25 seconds East, a distance of 20.00 feet to a point;
    c. North 01 degrees 45 minutes 53 seconds West, a distance of 25.00 feet to a point;
    d. North 88 degrees 10 minutes 02 seconds East, a distance of 1.25 feet to a point;
    e. North 01 degrees 46 minutes 37 seconds West, a distance of 215.60 feet to a point;
    f. North 88 degrees 13 minutes 23 seconds East, a distance of 420.71 feet to a point;
    g. North 02 degrees 18 minutes 41 seconds West, a distance of 1,134.61 feet to a point;
    h. North 81 degrees 01 minutes 22 seconds West, a distance of 122.31 feet to a point;
    i. South 67 degrees 55 minutes 30 seconds West, a distance of 66.08 feet to a point;
    j. South 53 degrees 56 minutes 35 seconds West, a distance of 26.56 feet to a point;
    k. North 80 degrees 32 minutes 07 seconds West, a distance of 45.35 feet to a point;
    l. South 69 degrees 05 minutes 40 seconds West, a distance of 28.47 feet to a point;
    m. North 41 degrees 57 minutes 40 seconds West, a distance of 49.83 feet to a point;

n. South 70 degrees 47 minutes 46 seconds West, a distance of 60.76 feet to a point;
o. North 85 degrees 14 minutes 26 seconds West, a distance of 84.43 feet to a point;
p. South 68 degrees 38 minutes 52 seconds West, a distance of 37.47 feet to a point;
q. South 82 degrees 53 minutes 10 seconds West, a distance of 16.25 feet to a point;
r. North 19 degrees 02 minutes 14 seconds West, a distance of 2.16 feet to a point;
s. North 85 degrees 08 minutes 38 seconds West, a distance of 80.71 feet to a point on the southerly right-of-way line of Georgia State Highway 400;

4. Running thence along said southerly right-of-way line of Georgia Highway 400 the following courses and distances:

a. North 62 degrees 03 minutes 32 seconds East, a distance of 210.22 feet to a point;
b. North 73 degrees 20 minutes 13 seconds East, a distance of 615.65 feet to a concrete monument found;
c. North 76 degrees 43 minutes 36 seconds East, a distance of 1,054.76 feet to a point;
d. South 84 degrees 11 minutes 20 seconds East, a distance of 484.66 feet to a point;
e. South 33 degrees 25 minutes 42 seconds East, a distance of 89.60 feet to a concrete monument found at the intersection of the said southerly right-of-way line of Georgia State Highway 400 and said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Subject to all dedicated or to be dedicated rights-of-way.

Said property containing 2,984,860 square feet or 68.5229 acres of land, more or less as shown on that certain ALTA/ACSM Land Title Survey prepared for Cousins Properties Incorporated, prepared by TerraMark Professional Land Surveying, certified by Paul B. Cannon, G.R.L.S. Number 2928, dated October 4, 2006, last revised January 9, 2007.

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Fee Amt: $118.00 Page 1 of 55
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK4835 PG489-543

After recording, please return to:
Troutman Sanders LLP
Bank of America Plaza, Suite 5200
600 Peachtree Street N.E.
Atlanta, Georgia 30308-2216
Attn: Maureen Theresa Callahan, Esq.

STATE OF GEORGIA

COUNTY OF FORSYTH

DECLARATION REGARDING OUTPARCELS

THIS DECLARATION REGARDING OUTPARCELS (the "Declaration") is made as of the 24 day of July, 2007, by AVENUE FORSYTH LLC, a Georgia limited liability company ("AF LLC").

WITNESSETH:

WHEREAS, AF LLC is the owner of the Shopping Center Tract (as hereinafter defined) and the Outparcels (as hereinafter defined); and

WHEREAS, AF LLC desires to establish certain permanent, non-exclusive easements benefiting and burdening the Outparcels and the Shopping Center Tract and further desires to place certain restrictive covenants on the use and development of the Outparcels as provided herein, in order to provide for the mutually beneficial use and development of the Shopping Center Tract and the Outparcels, all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the benefits to be derived by the easements and restrictions set forth herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AF LLC does hereby declare and establish the following:

1. Definitions. The following words and terms used or referred to in this Declaration or any amendment or modification hereof shall have the following meanings:

"Business Day" shall mean any day except a Saturday, Sunday or any other day on which commercial banks in Atlanta, Georgia are authorized or required by law to close.

"Outparcel Criteria Book" shall mean that certain Outparcel Criteria Book prepared by AF LLC and delivered by AF LLC to each Owner and Occupant.

"Improvements" shall mean, with respect to an Outparcel, any building, structure or construction which may affect the exterior appearance of such Outparcel including by way of illustration, but not limitation, all land preparation or excavation, utilities and sewer facilities, landscaping, buildings (whether fully or partially enclosed), parking structures, parking areas, exterior paint or material or colors, fences, walls, exterior screening, poles, towers, antenna, aerials, lighting, driveways, ponds, fountains, benches and other exterior furniture, walkways, utilities, pipes, lines and wires, signs, glazing or reglazing of exterior windows, exterior communications equipment and facilities, and any construction which affects the exterior color or appearance of any building or structure. The term "Improvements" includes both original improvements and all later replacements, changes or alterations, and includes improvements that may be permanent or temporary, stationary or moveable, or that may be above, on or below ground level. The term "Improvements" also means any excavation, fill, ditch, diversion, dam, berm or any thing or device which alters the flow of any water in any natural or artificial drainage channel from, or upon, any other Outparcel or the Shopping Center Tract.

"Landscape Area" shall mean those certain areas within a portion of each of the Outparcels shown and designated as such on Exhibit "F" attached hereto.

"Occupant" shall mean any person or entity, including any Owner, entitled to the use and occupancy of any portion of any Site or any Improvements located thereon by virtue of ownership thereof or under any lease, sublease, license, concession agreement, operating agreement or other similar agreement.

"Outparcels" shall mean, collectively, "Outparcel 1", "Outparcel 2", "Outparcel 3", "Outparcel 4", "Outparcel 5", "Outparcel 6", "Outparcel 7", "Outparcel 8", "Outparcel 9", "Outparcel 10" and "Outparcel 11" as preliminarily depicted on the Site Plan attached hereto as Exhibit "A" and as legally described on Exhibit "B" attached hereto. AF LLC shall have the right to adjust the property lines between the Outparcels and to combine two (2) or more Outparcels in its sole discretion. A specific Outparcel shall be referred to herein with reference to the number assigned to such Outparcel as depicted on Exhibit "A" attached hereto.

"Owner" shall mean and refer to any and all of the owners (including AF LLC) and long-term ground lessees of fee simple title to an Outparcel or the Shopping Center Tract; provided, however, the term "Owner" shall not mean and refer to (i) the holder of any deed to secure debt, mortgage, deed of trust or any other security instrument encumbering title to an Outparcel or the Shopping Center Tract unless and until the holder thereof shall become a mortgagee in possession under such instrument or shall acquire fee simple or long-term ground leasehold title thereto pursuant to the foreclosure thereof, the exercise of any power of sale contained therein, or any deed or proceeding taken in lieu of foreclosure with respect thereto, and (ii) any lessee (other than a long-term ground lessee), tenant or licensee of any Owner. For purposes hereof, a long-term ground lessee shall mean a lessee under a ground lease having a term of at least ten (10) years or more.

"Shopping Center Tract" shall mean that certain tract of land depicted as such on the Site Plan attached hereto as Exhibit "A" and legally described on Exhibit "C" attached hereto.

"Site" shall mean, as the context of this Declaration permits or requires, the Shopping Center Tract or any Outparcel. References to "Sites" shall mean and refer to all of the Shopping Center Tract and the Outparcels. References to each Site shall mean and refer to each of the Shopping Center Tract and the Outparcels.

"Site Plan" shall mean the site plan prepared by The Preston Partnership, LLC, dated July 13, 2007, a copy of which is attached hereto as Exhibit "A".

2. Access Easements Benefiting Outparcels over Shopping Center Tract. AF LLC does hereby grant, convey, declare and establish, for the benefit of and as an appurtenance to the Outparcels and as a burden upon the Shopping Center Tract, non-exclusive perpetual easements for the purpose of vehicular access, ingress and egress (for the use by the Owners of the Outparcels, their respective tenants and subtenants, and their respective agents, contractors, employees, licensees, concessionaires, vendors, suppliers, customers and visitors, in common with others entitled to use the same) over and across (i) those certain driveway areas on the Shopping Center Tract which are legally described on Exhibit "D-1" hereof and cross-hatched and designated "Driveway Area" on Exhibit "D-2" hereof, together with the curb cuts to Georgia State Highway 141 (also known as Peachtree Parkway) and the Forsyth Connector (also known as Ronald Reagan Parkway) as shown on Exhibit "D-2", and (ii) all other driveway areas located on the Shopping Center Tract from time to time. Nothing contained in this Paragraph 2 or any other provision in this Declaration shall be deemed or construed to grant any right or easement to the Owners of any Site, or tenants and subtenants, or their respective agents, contractors, employees, licensees, concessionaires, vendors, suppliers, customers or visitors to park on another Owner's Site.

3. Reciprocal Access Easements Benefiting and Burdening the Outparcels. AF LLC does hereby grant, convey, declare and establish, for the benefit of and as an appurtenance to the Outparcels and as a burden upon each of the Outparcels, non-exclusive perpetual easements for the purpose of vehicular access, ingress and egress (for the use by the Owners of the Outparcels, their respective tenants and subtenants, and their respective agents, contractors, employees, licensees, concessionaires, vendors, suppliers, customers and visitors, in common with others entitled to use the same) over and across any internal common curb cuts, shared entrance ways, and shared access ways now or hereafter constructed between and upon the following groups of Outparcels: Outparcel 1 and Outparcel 2; Outparcel 3, Outparcel 4 and Outparcel 5; Outparcel 6 and Outparcel 7; Outparcel 8 and Outparcel 9; and Outparcel 10 and Outparcel 11. Nothing in this Paragraph 3 shall be construed to grant to the Outparcels parking easements upon the Outparcel of another Owner or rights to construct or maintain common curb cuts, common entrances or shared access ways except as may be constructed in accordance with the Plans (as defined in Paragraph 6) approved by AF LLC for each Outparcel.

4. Reciprocal Utility Easements Benefiting and Burdening the Shopping Center Tract and Benefiting and Burdening the Outparcels. AF LLC does hereby grant, convey, declare and establish, for the benefit of and as an appurtenance to the Shopping Center Tract and each of the Outparcels and as a burden upon that portion of the Shopping Center Tract designated as the Driveway Area and each of the Outparcels, perpetual [except as a result of a relocation pursuant to Paragraph 4(c) below], non-exclusive easements, over, under, through, along and across the Site (or a portion thereof) of the granting Owner, other than areas where buildings are located or proposed to be located, for the purposes of (i) installing, operating, using, maintaining, repairing, replacing, relocating, and removing lines and facilities for the delivery of utility services to each such Site and the Improvements from time to time located thereon, including, but not limited to, sanitary sewer, water (fire and domestic), gas, electrical, irrigation, telephone and communication lines and other similar facilities (hereinafter collectively referred to as "Utility Lines"), and (ii) connecting and tying into existing Utility Lines on a Site and using such Utility Lines (provided the capacity of such Utility Lines is not exceeded). Such easements shall be for the use by the Owner of the Shopping Center Tract and all Owners of the Outparcels, and their respective tenants and subtenants, in common with others entitled to use the same. Such easement rights shall be subject to the following provisions as well as the other provisions contained in this Declaration:

(a) The Utility Lines shall be underground to the extent possible and the location of any Utility Lines installed pursuant hereto shall be subject to the prior, written approval of the Owner of the Site to be burdened thereby, such approval not to be unreasonably withheld or delayed. The easement area shall be no larger than whatever is necessary to reasonably satisfy the utility company as to a public utility or five (5) feet on each side of the centerline as to a private line.

(b) Any Owner installing and connecting to Utility Lines on a Site pursuant to this Paragraph 4: (i) shall provide at least ten (10) Business Days prior written notice to the Owner of the Site on which such Utility Lines are to be located of its intention to do such work, (ii) shall pay all costs and expenses with respect to such work, (iii) shall cause all work in connection therewith (including general clean-up and surface and/or subsurface restoration) to be completed using first-class materials and in a good and workmanlike manner as quickly as reasonably possible and in a manner so as to minimize interference with the conduct or operation of the business of the Owner or Occupant of the Site, (iv) shall not interrupt, diminish, or otherwise interfere with, or increase the cost of, the utility service to the other parties served by such Utility Lines, (v) shall comply in all respects with all applicable governmental laws, regulations and requirements, (vi) shall promptly, at its sole cost and expense, clean the area and restore the affected portion of the Site to a condition equal to or better than the condition which existed prior to the commencement of such work, (vii) shall not utilize the Site of another Owner for staging of such work or for storage of materials, and (viii) shall indemnify and hold the Owner of the Site on which such Utility Lines are installed and any occupants thereof harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorney's fees, which may result from any such work.

(c) Each Owner shall have the right at any time, and at its sole cost and expense, to relocate elsewhere within its Site any such Utility Line serving another Site, provided that such relocation shall be performed only after thirty (30) days' written notice of such intention to so relocate shall be given to each party which is served by such Utility Line, and provided such relocation:

(i) shall not interrupt, diminish, or otherwise interfere with, or increase the cost of, the utility services to the parties served by such Utility Line;

(ii) shall not reduce or impair the usefulness or function of such Utility Line;

(iii) shall be performed without cost or expense to the parties served by such Utility Line;

(iv) shall be completed in a good and workmanlike manner using materials and design standards which equal or exceed those originally used; and

(v) shall not unreasonably interfere with the conduct or operation of the business of any other Owner or Occupant.

Documentation of the relocated easement area shall be the expense of the Owner undertaking such relocation and shall be accomplished as soon as reasonably possible.

(d) Each Owner shall be responsible for all connection charges, reservation fees, user fees, tap-on fees, and similar fees and charges imposed as a result of the connection of any such Utility Line to the building(s) constructed upon its Site.

(e) The Owner of the Shopping Center Tract and the Owner of any Outparcel on which such Utility Lines are located shall have the right to dedicate and convey to appropriate governmental entities and public utility companies any Utility Lines located on its Site, provided any such dedication or conveyance shall not adversely affect the use and enjoyment of such Utility Lines by the Owners and occupants of the Shopping Center Tract and Outparcels. If, in exercising its easement rights hereunder, an Owner is required to obtain a public easement over another Owner's Site, such Owner agrees, at no cost or expense to the granting Owner, to grant any other easement or license to such appropriate governmental entities and public utility companies as are reasonably necessary or desirable for obtaining adequate utility service for the benefit of the Shopping Center Tract and Outparcels, provided such easement or license shall not interfere with the use and enjoyment of the encumbered Site, and provided that such easement or license shall in any event be located outside of the areas where the buildings are located or proposed to be located and shall otherwise comply with the terms of this Declaration. All Owners shall cooperate and shall join in and consent to such dedications

and conveyances if requested by the dedicating Owner at no cost, however, to any such other Owners.

5. Storm Drainage Easement Benefiting Outparcels over Shopping Center Tract. AF LLC does hereby grant, convey, declare and establish, for the benefit of and as an appurtenance to the Outparcels and as a burden upon the Shopping Center Tract, non-exclusive, perpetual easements for the purpose of the drainage of storm and surface water from each Outparcel into the storm water collection, retention and discharge system located on the Shopping Center Tract. The Owners of the Outparcels shall tie into such storm water collection, retention and discharge system located on the Shopping Center Tract at the point of connection set forth in its approved Plans (as defined in Paragraph 6, below) and the cost of connecting to said storm water collection retention and discharge system shall be borne by each of the Owners of the Outparcels. The Owner of each Outparcel shall design the drainage facilities on its Outparcel so as to drain storm and surface water into the collection, retention and discharge system installed on the Shopping Center Tract and so as not to materially increase the surface drainage from its Outparcel onto the Shopping Center Tract after the construction of Improvements on such Outparcel. AF LLC, as the Owner of the Shopping Center Tract, shall have the responsibility to maintain and repair such storm water collection, retention and discharge system on the Shopping Center Tract (subject to the contributions by the Owners of the Outparcels as provided in Paragraph 13 hereof); provided, however, that should the need for maintenance or repair of the storm water collection, retention and discharge system be caused by the negligence of, or misuse by, either the Owner of an Outparcel or its tenants, subtenants, agents, contractors or employees, said Owner shall be solely responsible for the costs of such maintenance or repair.

6. Approval of Plans. No construction of any Improvements, and no reconstruction, remodeling or alteration of or addition to any Improvements, shall be initiated or begun upon an Outparcel without first obtaining the prior written approval of AF LLC of the Plans (as hereinafter defined) therefor, and upon AF LLC 's approval of such Plans, any construction, reconstruction, remodeling and alteration of or addition to such improvements shall be effected substantially in accordance with such approved Plans. As used herein, the term "Plans" shall mean construction plans, working drawings and specifications prepared under the supervision of an architect and/or engineer licensed to practice architecture and/or engineering, as applicable, in the State of Georgia and shall include at a minimum:

(a) A site plan showing the location of the building or other structures to be constructed upon the Outparcel as well as the location of all entrances, exits, signs, driveways, walkways, parking areas (including, without limitation, parking space detail) and other pertinent material. Any points of access between the Outparcels and adjacent driveways which may be shown on the Site Plan attached to this Declaration are for convenience only and shall not be deemed an approval of the location of such access points by AF LLC or the applicable governmental authorities.

(b) Complete details as to grading, drainage, utility service, paving, exterior lighting, landscaping and screening.

(c) Front, side and rear colored elevation drawings, including floor and roof plans, for all buildings and structures.

(d) Wall sections.

(e) Detailed identification of construction materials and colors.

(f) Detailed signage drawings, including color samples. All signs shall comply with the Outparcel Criteria Book then in effect for the Outparcels as prepared by the Owner of the Shopping Center Tract.

(g) Such other information and materials set forth in the Outparcel Criteria Book.

AF LLC reserves to itself the sole and exclusive authority to approve all such Plans or to disapprove the same, and AF LLC will disapprove such proposed Plans only if it deems, in its reasonable discretion, (1) that the Improvements (including landscaping) contemplated by such Plans are not in accordance with its construction standards or the requirements of this Declaration, the Outparcel Criteria Book , or applicable governmental authorities, (2) that such Improvements will detract from the attractiveness of the Shopping Center Tract or will be unsuitable, undesirable or inappropriate for aesthetic reasons, (3) that the exterior design, color scheme, finish, proportions or style of architecture of the proposed Improvements are not compatible with the Improvements on the Shopping Center Tract, (4) that the grading or drainage plans are unsatisfactory, (5) that the location and capacity of the driveways and parking areas within the proposed Improvements are unsatisfactory, or (6) that the Plans do not include such information as is reasonably required by AF LLC.

The process for the submittal, review and approval of Plans shall be as provided in the Outparcel Criteria Book. Notwithstanding anything to the contrary in the Outparcel Criteria Book, AF LLC shall be allowed thirty (30) days after its receipt of proposed Plans within which to examine the Plans and to advise the submitting Owner of its approval or disapproval of the same. If AF LLC shall disapprove any Plans, it shall give its reasons therefor and the Owner shall not commence construction until the Plans have been revised so as to meet AF LLC 's reasonable objections and until AF LLC 's approval of such revised Plans has been obtained.

In furtherance of the foregoing, but without in any way limiting the right of AF LLC to approve all Plans as aforesaid, the following standards shall be applicable:

(i) All exposed exterior surfaces of any buildings or structures shall be properly finished prior to the occupancy or use of the same.

(ii) No used materials shall be incorporated in, on or into the exterior surfaces of any buildings or other structures.

(iii) All utilities, except for telephone pedestals and power transformers, to any buildings or other structures shall be placed underground.

(iv) All buildings and other structures and improvements shall be constructed and maintained at all times in accordance with all applicable building codes, ordinances, zoning requirements, rules and regulations of all governmental authorities having jurisdiction.

(v) Storage tanks, cooling towers, vents, hoods, transformers, garbage dumpsters, loading docks and other loading and unloading facilities, utility meters, exterior panels, cabinets and any other like structures or equipment shall be fully screened and hidden from public view (to a minimum height of at least eight (8) feet above ground level) from the exterior boundaries of the applicable Outparcel.

(vi) All portions of each Outparcel not covered by buildings, driveways, parking areas, walkways or other similar improvements shall also be attractively landscaped as required by and in conformity to the standards of the Shopping Center Tract and the County of Forsyth and/or any other applicable governmental authority.

(vii) Only those signs approved by AF LLC in connection with the Plans shall be permitted on the Outparcel or the exterior of any structure located thereon. For all purposes of this Declaration, a "sign" is defined as the use of any letters, words, numerals, figures, devices, designs, logos or trademarks by which anything is made known, including, without limitation, any depiction of an individual, firm, professional or business name or description which is visible to the general public.

Notwithstanding anything herein to the contrary, alterations to or remodelings of the interior of a building shall not require AF LLC's approval so long as such interior alterations or remodelings are nonstructural and do not affect the appearance of the building from the exterior thereof.

In no event shall any approval by AF LLC of the Plans or any consent thereto by AF LLC in accordance with this Declaration constitute, or be construed as constituting, (i) any warranty or certification by AF LLC of the engineering or architectural adequacy, sufficiency, feasibility, or soundness of said Plans, (ii) any assumption by AF LLC of any responsibility for the accuracy, sufficiency or feasibility of said Plans, or (iii) any release or waiver by AF LLC of the obligation of an Owner to cause such Owner's Plans to comply with all zoning, building, fire, health and sanitary codes and regulations and any other codes or governmental requirements relative to the construction of improvements.

7. Outparcel Restrictions Relating to Buildings and Signs. Any buildings and signs constructed on the Outparcels shall be subject to the following restrictions: (i) no more than one (1) building shall be constructed on an Outparcel and each said building shall accommodate no more than one (1) business therein unless approved by the Owner of the Shopping Center Tract;

(ii) no building on any Outparcel shall exceed one (1) story in height (and the total building height inclusive of architectural features shall be limited to the height approved by AF LLC pursuant to Paragraph 6 hereof which at a maximum shall be thirty feet (30') including all architectural features for Outparcels 1, 2, 3, 4, 8 and 9 and twenty-six feet (26') including all architectural features for Outparcels 5, 6, 7, 10 and 11); (iii) notwithstanding the provisions of clause (ii), each building on any Outparcel shall be no higher than as set forth in its approved Plans pursuant to Paragraph 6 hereof, (iv) the leasable floor area of any building constructed on an Outparcel shall not exceed the size as set forth in its approved Plans pursuant to Paragraph 6 hereof; (v) the floor area of any building constructed on an Outparcel shall be limited to the extent that the number and size of on-grade automobile parking spaces required under Paragraph 8 hereof and as required by all applicable rules, regulations, ordinances and laws can be constructed and maintained within the boundaries of such Outparcel; and (vi) the building constructed on each Outparcel shall comply with all applicable governmental rules, regulations, ordinances, codes and laws. In furtherance of, and in amplification of, the foregoing item (v), all such rules, regulations, ordinances and laws relating to parking requirements shall be complied with by providing the requisite number of parking spaces within the boundaries of said Outparcels without reduction in such number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances or laws by the governmental authority having jurisdiction thereof. For the purposes of this Declaration, the "floor area" of a building shall mean the floor area, calculated in square feet, located in buildings constructed or to be constructed on the Outparcels, which floor area shall include, without limitation: the ground floor area within said buildings; enclosed vestibules; enclosed passageways; basements, storage areas, mezzanines, and outdoor garden shops or sales areas (but only if such basements, storage areas, mezzanines or outdoor garden shops or sales areas are floor areas as to which parking is required to be maintained under the applicable parking code without regard for the granting of any variance from or special exception to such parking code); exclusive enclosed loading areas; outdoor balconies, patios, or other outdoor areas utilized for retail sales or food or beverage service (exclusive of drive-through or walk-up take-out food or beverage service).

8. Parking. Each Outparcel shall at all times contain not less than five (5) parking spaces (each having a minimum width of nine (9) feet) for every 1,000 square feet of floor area constructed within such Outparcel; provided, however, an additional five (5) parking spaces (each having a minimum width of nine (9) feet) shall be required for every 1,000 square feet of floor area constructed within such Outparcel if a restaurant use is conducted on the Outparcel. All rules, regulations, ordinances or laws relative to parking requirements shall be complied with by providing the requisite number of parking spaces within the boundaries of the Outparcels, without reduction in such number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances or laws by the governmental authority having jurisdiction thereof. If a business contains a drive-up unit (such as a remote banking teller or food ordering/dispensing facility), then there shall also be created space for stacking not less than five (5) automobiles for each drive-up unit and such drive-up unit shall be situated such that additional stacking does not extend on to the Shopping Center Tract.

9. Outparcel Landscaping. Each Owner of an Outparcel shall, at such Owner's sole cost and expense, landscape all disturbed or graded areas of such Owner's Outparcel in

accordance with the approved Plans for such Outparcel. Except with respect to the Landscape Area, which shall be maintained by the Owner of the Shopping Center Tract, each Owner of an Outparcel shall maintain all landscaping on such Owner's Outparcel in good, attractive condition and shall keep its Outparcel planted, the lawns cut and shrubbery trimmed. Any changes or alterations to the landscaping of an Outparcel must first be approved by AF LLC in writing as provided in Paragraph 6 hereof. AF LLC shall maintain the landscaping and irrigation facilities within the Landscape Area on each Outparcel in good, attractive condition at all times, subject to receipt from the Owner of the Outparcel of the maintenance contribution required by Paragraph 13 hereof; provided, however, in the event of damage to any landscaping or irrigation facilities within the Landscape Area due to the act or omission of an Owner, such Owner shall be responsible for all costs and expenses incurred by the Owner of the Shopping Center Tract to repair and replace such landscaping and irrigation facilities within the Landscape Area.

10. Lighting. Each Owner of an Outparcel hereby covenants and agrees to keep its Outparcel fully illuminated each day from dusk to at least 11:00 p.m. on Monday through Sunday. Each Owner further agrees to keep any exterior building security lights on from dusk until dawn.

11. Outparcel Maintenance Obligations. Each Owner shall maintain all buildings, windows, fences, drives, parking lots, berm, and other structures and Improvements located on such Owner's Outparcel in first class order, condition and repair, and shall otherwise maintain its Outparcel in an aesthetically pleasing manner in accordance with the standards of the Shopping Center Tract. Drainage systems shall be kept clean and free of any obstacles. Irrigation or sprinkler systems shall be kept in proper working condition, with adjustment, repair and cleaning being done on a regular basis. All areas on each Outparcel shall be kept free at all times from debris and papers and excessive leaves. Any structure, landscaping (other than the landscaping within the Landscape Area), driveway or parking lot on an Outparcel which is damaged by the elements or by any other cause shall either (i) be repaired by the Owner thereof as promptly as the extent of damage will permit or (ii) be removed by the Owner thereof so as to maintain an aesthetically pleasing appearance with all areas of the Outparcel to be grassed and landscaped in accordance with the standards of the Shopping Center Tract. Any building or structure located on an Outparcel which should become vacant for any reason shall be locked and completely secured in order to deter the entrance therein by unauthorized persons. Each Owner further agrees to store all trash and garbage in adequate containers, to locate such containers so that they are not readily visible from (i) any public right-of-way, or (ii) the parking areas on any Outparcel or the Shopping Center Tract and to arrange for regular removal of trash or garbage.

12. Retaining Wall. In connection with the development of the Shopping Center Tract, AF LLC intends to install certain retaining walls within the boundaries of certain of the Outparcels as more particularly depicted on Exhibit "E" attached hereto and by this reference incorporated herein and as required by the master grading and drainage plan for the Shopping Center Tract and the Outparcels (collectively, the "AF LLC Retaining Walls"). AF LLC hereby reserves, for the benefit of and as an appurtenance to the Shopping Center Tract, a perpetual, non-exclusive easement over, under, through, along and across each Outparcel for the purpose of maintaining the AF LLC Retaining Walls which are constructed and installed by AF LLC in

accordance with the terms of this Declaration. AF LLC shall maintain the AF LLC Retaining Wall, if any, located on each Owner's Outparcel in good condition and repair at all times; provided, however any damage thereto due to the act or omission of the Owner of the Outparcel or its tenants and subtenants, or their respective agents, contractors, employees, licensees, concessionaires, vendors, suppliers, customers or visitors, shall be repaired and replaced by AF LLC at the sole cost and expense of the Owner of said Outparcel. An Owner may elect to construct an additional retaining wall (hereinafter referred to as an "Additional Retaining Wall") on the Owner's Outparcel. If an Owner makes such an election, the Owner is solely responsible for the design, construction and maintenance of the Additional Retaining Wall(s) and in the event that an Additional Retaining Wall will alter, modify, extend, or supplement an AF LLC Retaining Wall the contractor who constructs the AF LLC Retaining Wall(s) on behalf of AF LLC must be engaged by said Owner to construct the Additional Retaining Wall such that any and all warranties in favor of AF LLC will be preserved notwithstanding the construction of the Additional Retaining Wall.

13. Annual Maintenance Contributions. From and after the earlier of the date AF LLC closes the sale of an Outparcel to an Owner or the date the tenant under a long-term ground lease is granted possession of an Outparcel, the Owner of such Outparcel shall pay to AF LLC, as the owner of the Shopping Center Tract, a contribution toward the costs of the maintenance of the driveways and storm drainage facilities located on the Shopping Center Tract as well as the irrigation of and maintenance of the landscaping with the Landscape Area and the maintenance of the AF LLC Retaining Walls constructed within the areas described on Exhibit "E" (the "CAM Contribution"). The annual CAM Contribution for each Outparcel shall be established pursuant to a separate recorded agreement in the event of a sale of an Outparcel or set forth in the applicable ground lease in the event of a lease of the Outparcel.

Any annual payment due with respect to an Outparcel under this Paragraph 13 which is not paid on or before January 15 of the applicable year (or, in the case of the first prorated annual payment due hereunder, on the earlier of the date AF LLC sells such Outparcel to an Owner or the date the tenant under a long-term ground lease is granted possession of such Outparcel) shall bear interest at the rate of the lesser of (i) five percent (5%) in excess of the prime rate from time to time publicly announced by Bank of America, N.A., Atlanta, Georgia, or its successor, or (ii) the maximum rate permitted by law (the "Default Rate").

14. Outparcel Use Restrictions. The Outparcels shall not be used or operated for or as any of the following:

(i) For any unlawful purpose or in any way which would constitute a legal nuisance to an Owner or the occupants of an Outparcel or the Owner or occupants of the Shopping Center Tract;

(ii) As a cinema or theater;

(iii) As a skating rink, bowling alley, discotheque, dance hall, night club, or gymnasium;

(iv) As a massage parlor, adult bookstore, or a so-called head shop;

(v) Funeral parlor;

(vi) Flea market;

(vii) Bingo parlor;

(viii) Any cafeteria (unless part of a first-class restaurant);

(ix) For the sale of automobiles or as a car wash;

(x) Any use which emits a strong, unusual, offensive or obnoxious odor, fumes, dust or vapors, or any sound which can be heard or odor smelled outside of any building on the Shopping Center Tract or the Outparcels, except that any usual paging or music system shall be allowed and normal cooking odors shall not be deemed a violation of this restriction;

(xi) Any operation primarily used for a warehouse operation (which shall not include retail operations utilizing a warehouse format) and any assembling, manufacturing (except for such manufacturing which is incidental to predominantly retail use), distilling, refining, smelting, agricultural, or mining operation;

(xii) Any "second hand" store, "surplus" store, thrift store or liquidation outlet;

(xiii) Any mobile home park, trailer court, labor camp, junk yard, recycling facility or stock yard;

(xiv) Any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building);

(xv) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of an Owner to determine its own selling prices, nor shall it preclude the conduct of periodic seasonal, sales promotional or clearance sales or legitimate going out of business sales);

(xvi) Any dry cleaner, dry cleaning plant, central laundry facility, or laundromat;

(xvii) Any automobile, truck, trailer or recreational vehicles sales, leasing, storage, display or body shop repair operation;

(xviii) Any living quarters, sleeping apartments or long-term or extended stay lodging rooms;

(xix) Any veterinary hospital or animal raising facilities (except this provision shall not prohibit pet shops and shall not prohibit the provision of veterinary services in connection with pet shops or pet supplies business);

(xx) Any establishment selling or exhibiting paraphernalia for use with illicit drugs, any establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction, and any adult bookstore, adult video store or adult movie theater, except that this restriction shall not preclude the sale or rental of adult books or videos as an incidental part of the business of bona fide book or video sale or rental store (or book or video department of a store);

(xxi) Any bar or tavern (except this provision shall not prohibit any upscale, first class restaurant similar to those operated under the trade names of Fox & Hound's and The Grape as of the date of this Declaration); provided, however, a bar within a restaurant shall be permitted as long as the annual gross revenues from the sale of alcoholic beverages for on-premises consumption does not exceed fifty percent (50%) of the gross revenues of such business;

(xxii) Any carnival, circus, meeting hall, auditorium or other like place of public assembly or as a church;

(xxiii) Any gun range or shooting gallery, or amusement or video arcade;

(xxiv) Any training or education facility, including but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, the foregoing shall not be applicable to (1) on-site employee or other training by an Owner incidental to the conduct of its business on the Outparcel, or (2) book readings and other similar activities open to the general public customarily occurring in bookstores;

(xxv) Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines, video poker/black-jack/keno machines or similar devices. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the Owner;

(xxvi) Any use which creates fire, explosive or other hazards;

(xxvii) Any use which is a public or private nuisance; and

(xxviii) Any pool or billiard hall.

15. Covenant Running with the Land. Subject to 17(c) hereof, AF LLC hereby declares that the easements, covenants and restrictions set forth in this Declaration shall be deemed to be

covenants running with the title to the Outparcels and the Shopping Center Tract, which easements, covenants and restrictions shall remain in full force and effect and be binding upon the Owner of each Outparcel and its successors-in-title and the Owner of the Shopping Center Tract and its successors-in-title. In the event the covenants set forth herein shall expire or terminate by operation of law, then, to the extent permitted by law, such covenants shall be automatically renewed and extended for the maximum period permitted by applicable law.

16. Constructive Notice and Acceptance. Every person or entity which now has or hereafter acquires any right, title, estate or interest in or to an Outparcel or the Shopping Center Tract is and shall conclusively be deemed to have consented and agreed to and be bound by the covenants and agreements contained herein applicable to such Outparcel or the Shopping Center Tract, as the case may be, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires its interest.

17. Default and Remedies.

(a) Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Declaration: the failure of an Owner to pay when due any sum due under this Declaration (and no notice or cure period need be given for failure to pay any sum when due hereunder), or the failure of an Owner to observe or perform any of the other covenants, conditions or obligations of this Declaration within thirty (30) days after written notice to such Owner specifying the nature of such failure, provided that if such covenant, condition or obligation (other than the payment of any sum due hereunder) shall be of such nature that it can be fulfilled or performed and if the applicable Owner in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, an Event of Default shall not be deemed to have occurred if the applicable Owner is then diligently pursuing the fulfillment or performance thereof and shall thereafter continuously and diligently proceed therewith until completion.

(b) Remedies. If an Owner shall commit an Event of Default, the non-defaulting Owner shall have all remedies available at law or in equity (including, without limitation, the right to specific performance and injunctive relief) and, in addition, the non-defaulting Owner after fifteen (15) days prior written notice (except in the event of an emergency involving risk of bodily injury or property damage, in which event only such notice, if any, as shall be reasonable under the circumstances shall be required), shall have the right, but not the obligation, to perform such defaulted obligation on behalf of the defaulting Owner and be reimbursed by the defaulting Owner for the reasonable cost thereof, together with interest thereon from the date incurred at the Default Rate. Any such claim for reimbursement as aforesaid, and any claim for amounts payable hereunder (which shall also accrue interest as provided above), together with interest as aforesaid, shall constitute a lien against the defaulting Owner's Outparcel and Improvements thereon; provided, however, that such lien shall not attach or take effect until such time as a claim of lien has been filed for recordation in the Public Records of Forsyth County,

Georgia, specifying therein at a minimum (i) the name of the lien claimant, (ii) the basis for the claim and the amount thereof, (iii) the name of the Owner of, and a description of, the Outparcel against which the lien is claimed, and (iv) a statement that the lien is claimed pursuant to this Declaration and reciting the book and page of recordation of this Declaration. Any lien so claimed shall attach from the date of recordation solely in the amount claimed therein and may be enforced in any judicial proceedings allowed by law, including, without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Georgia.

(c) Enforcement; Conveyance by AF LLC of Portion(s) of Shopping Center Tract. The covenants and restrictions set forth in Paragraphs 6, 7, 8, 9, 10, and 14 hereof are made solely for the benefit of the Owner of the Shopping Center Tract, and the aforesaid covenants and restrictions applicable to any Outparcel shall not be enforceable by the Owner or Occupant of any other Outparcel. The Owner(s) of the Shopping Center Tract shall have the right to grant waivers or variances with respect to the aforesaid covenants and restrictions on a case by case basis, but no such waiver or variance shall be effective unless same shall be in writing and signed by the Owner(s) of the Shopping Center Tract. Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of any right to enforce any other covenant hereof. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

In the event that AF LLC (or its successor-in-title) conveys a portion (but not all) of the Shopping Center Tract such that the title to the land described herein as the Shopping Center Tract is held by more than one Owner, then unless prior to (or simultaneous with) such conveyance an amendment to this Declaration is recorded which states information to the contrary, the rights granted in this subparagraph (c) for the sole benefit of the Owner of the Shopping Center Tract shall be for the benefit of the Owner of the largest parcel of land comprising a portion of the Shopping Center Tract.

(d) Limitation of Liability. No defaulting Owner shall have any corporate or personal liability with respect to any of the provisions of this Declaration. In seeking any recovery against a defaulting Owner, the non-defaulting Owner(s) shall look solely to the interest of the defaulting Owner, and the defaulting Owner's successors and assigns, in the defaulting Owner's Outparcel and the Improvements thereon and rent and other income derived therefrom. AF LLC shall not have any corporate or personal liability with respect to any of the provisions of this Declaration. In seeking any recovery against AF LLC, the other Owner(s) shall look solely to the interest of AF LLC in the Outparcels and the Shopping Center Tract, and the Improvements thereon and rent and other income derived therefrom.

18. Amendments. This Declaration may be modified or amended only by the recordation with the Clerk of the Superior Court, Forsyth County, Georgia of a written instrument setting forth such modification or amendment and executed by the Owner or Owners of fee simple title to the Shopping Center Tract and by the Owner or Owners of the Outparcel

which is the subject of the applicable modification or amendment. The Owner or Owners of an Outparcel which is not the subject of a particular modification or amendment to this Declaration shall not be a necessary party to such modification or amendment. There shall be no termination or extinguishment of this Declaration with respect to an Outparcel by reason of the fact that the same person or entity may own both the applicable Outparcel and the Shopping Center Tract, and any such termination or extinguishment of this Declaration with respect to an Outparcel shall occur only by the recordation with the Clerk of the Superior Court, Forsyth County, Georgia of a written instrument of termination executed by the Owner or Owners of fee simple title to the Shopping Center Tract and by the Owner or Owners of the applicable Outparcel.

19. Interpretation. This Declaration shall be governed by and construed in accordance with the laws of the State of Georgia. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center Tract or an Outparcel to the general public.

20. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Declaration valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, such holding shall not affect the validity of the remainder of this Declaration or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable.

21. Status Reports. Recognizing that the Owners of the Shopping Center Tract and the Outparcels may find it necessary from time to time to establish to third parties, such as existing or prospective tenants, lenders, purchasers or the like, the then current status of performance hereunder, upon the written request of the Owner of an Outparcel or the Owner of the Shopping Center Tract made from time to time, each Owner agrees to furnish promptly [and in all events in the twenty (20) days of the receipt of a written request therefor] a written statement certifying whether, to the best of such Owner's knowledge, any other Owner is in default of any of its duties or obligations under this Declaration.

22. Successors and Assigns. This Declaration and the covenants and restrictions made and established hereunder shall run with the land and shall be binding upon and, subject to the limitations of subparagraph 17(c) hereof, shall inure to the benefit of AF LLC and its successors-in-title with respect to the Outparcels and shall be binding upon and shall inure to the benefit of AF LLC and its successors-in-title with respect to the Shopping Center Tract.

23. Exhibits. Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D-1", Exhibit "D-2", Exhibit "E" and Exhibit "F" are hereby incorporated into this Declaration and made a part hereof by reference thereto.

24. Manner of Performing Work. Whenever any party shall enter upon the property of another pursuant to an easement provided for in this Declaration for the purposes of doing any construction, maintenance, repairs or replacements permitted hereunder, such work shall be done

expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, permits and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption of any business operations conducted on the property of the other party as reasonably practicable, without creating unreasonable increase in the cost of doing work. Whenever any party shall have the right to enter upon the land of another party under this agreement to perform construction, maintenance, repairs or replacements, the Owner of said land shall cooperate with said entering party in a reasonable manner to accomplish the work, including, but not limited to, the execution, delivery and filing of applications for permits and licenses. Any party performing any construction, maintenance, repairs or replacements permitted hereunder shall keep in full force and effect a commercial general liability insurance policy with coverage limits of not less than $2,000,000.00 per occurrence for bodily injury to or death of any person and consequential damages arising therefrom and for property damage and shall further keep in full force and effect workers compensation insurance in the minimum coverage amounts required by law. Such insurance shall be procured from a company licensed in the State of Georgia and rated by Best's Insurance Reports not less than A-/X.

25. Staging Area. In connection with any construction, reconstruction, repair or maintenance on an Outparcel, the Owner thereof shall give at least thirty (30) days prior notice to AF LLC requesting approval of the proposed location of a temporary staging and/or storage area on its Outparcel. All storage of materials and the parking of construction vehicles, including vehicles of workers, shall occur only on the constructing Owner's Outparcel, and all storage areas must be screened with opaque fencing material which has been approved by AF LLC. All laborers, suppliers, contractors and others connected with such construction activities shall only use access points approved in writing by AF LLC for construction traffic.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, AF LLC has caused this Declaration to be executed under seal as of the day, month and year first above written.

"AF LLC":

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Commission Expiration Date:

(NOTARIAL SEAL)

ELEANOR M. BINFORD NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES NOV. 07, 2008

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: COUSINS PROPERTIES INCORPORATED,
a Georgia corporation, its sole Member

By:
Name:
Title:

(CORPORATE SEAL)

EXHIBIT "A"
SITE PLAN

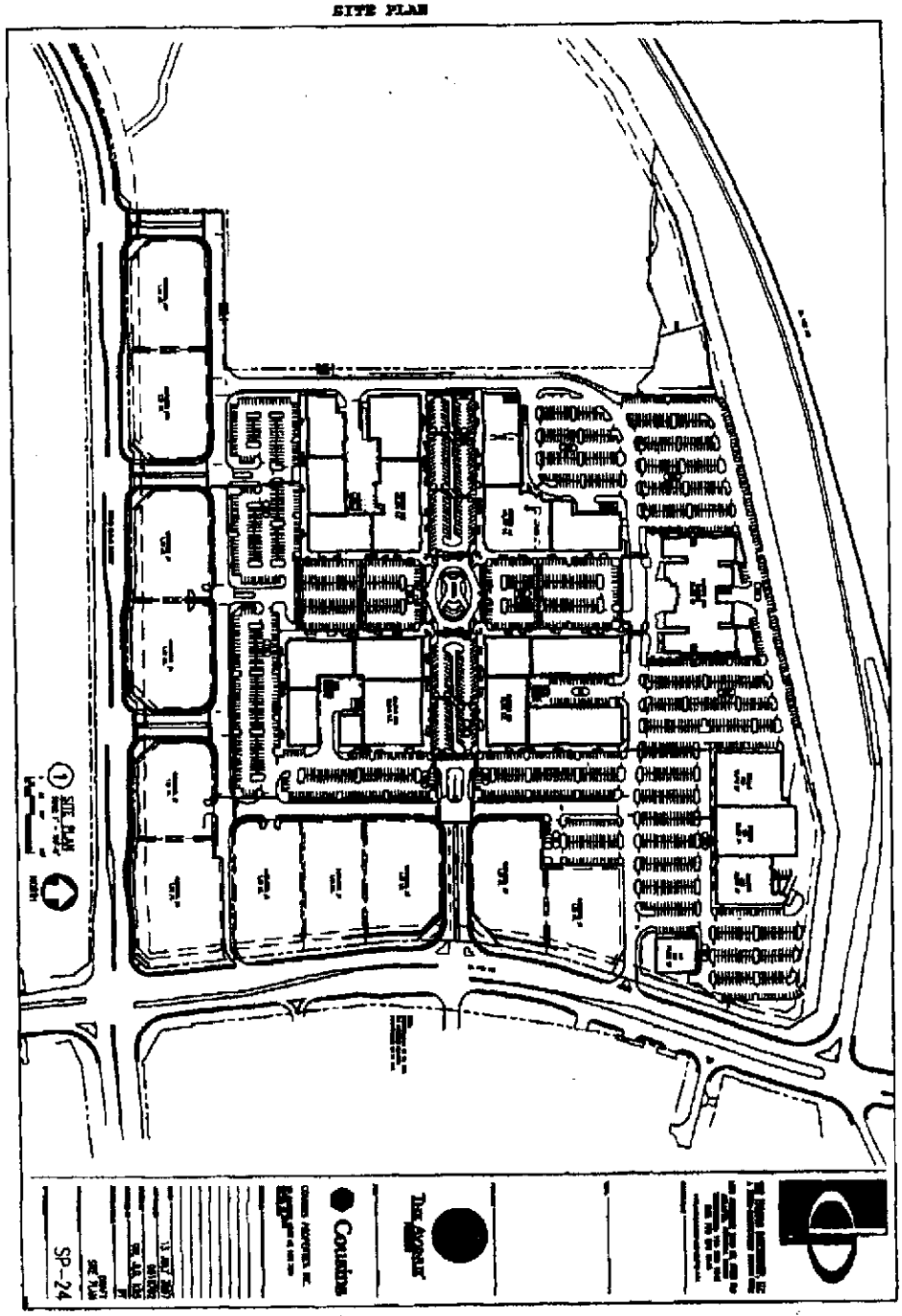

EXHIBIT "B"
LEGAL DESCRIPTION OF THE OUTPARCELS

The Avenue Forsyth
"Outparcel One"

All that tract or parcel of land lying and being in Land Lots 487 and 488, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 362.84 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 South 17 degrees 45 minutes 27 seconds West a distance of 35.21 feet to a point; thence, along the arc of curve deflecting to the left having a chord bearing South 14 degrees 47 minutes 19 seconds West for 144.44 feet and having a radius of 1,394.35 feet, an arc distance of 114.50 to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 89 degrees 12 minutes 08 seconds West a distance of 237.53 feet to a point; thence, North 01 degrees 46 minutes 37 seconds East a distance of 205.00 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 224.42 feet to a point; thence, South 85 degrees 02 minutes 30 seconds East a distance of 73.98 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 53,579 square feet or 1.2300 acres of land, more or less, as shown on that certain Parcel Separation Plat for the Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Two"

All that tract or parcel of land lying and being in Land Lot 487, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, *run* with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve deflecting to the left having a chord bearing South 14 degrees 47 minutes 19 seconds West for 144.44 feet and having a radius of 1,394.35 feet, an arc distance of 114.50 to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 along the arc of a curve deflecting to the left having a chord bearing South 09 degrees 12 minutes 25 seconds West for 127.13 feet and having a radius of 1,394.35 feet, an arc distance of 127.17 to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 46 degrees 29 minutes 58 seconds West distance of 114.83 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 210.25 feet to a point; thence, along the arc of a curve having a chord bearing North 46 degrees 46 minutes 37 seconds West for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 151.50 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 124.00 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 8.00 feet to a point; thence, North 88 degrees 12 minutes 08 seconds East a distance of 237.53 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 64,571 square feet or 1.4823 acres of land, more or less, as shown on that certain Parcel Separation Plat for the Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Three"

All that tract or parcel of land lying and being in Land Lots 487 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve having a chord bearing South 7 degrees 37 minutes 1 second West for 491.00 feet and having a radius of 1,394.35 feet, an arc distance of 493.57 feet to a point on said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 along the arc of a curve having a chord bearing South 08 degrees 13 minutes 17 seconds East for 131.25 feet and having a radius of 1,394.35 feet, an arc distance of 131.30 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 5.13 feet to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 88 degrees 13 minutes 23 seconds West a distance of 331.00 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 164.50 feet to a point; thence, along the arc of curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 to a point; thence, North 88 degrees 13 minutes 23 seconds East distance of 211.98 feet to a point; thence, South 46 degrees 27 minutes 19 seconds East a distance of 98.28 feet to a point on the westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 64,088 square feet or 1.4713 acres of land, more or less, as shown on that certain Parcel Separation Plat for the Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Four"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 396.05 feet to a point; thence, along the arc of curve deflecting to the left having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 5.13 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 South 07 degrees 55 minutes 10 seconds East a distance of 164.44 feet to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 88 degrees 13 minutes 23 seconds West a distance of 348.60 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 163.49 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 331.00 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 55,556 square feet or 1.2754 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Five"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve deflecting to the left having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 169.57 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 South 07 degrees 55 minutes 10 seconds East a distance of 160.85; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running along the arc of curve deflecting to the right having a chord bearing South 61 degrees 02 minutes 30 seconds West for 51.62 feet and having a radius of 56.50 feet, an arc distance of 53.61 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 278.39 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 46 degrees 46 minutes 37 seconds West a distance of 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 142.00 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East distance of 348.60 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 60,058 square feet or 1.4935 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Six"

All that tract or parcel of land lying and being in Land Lots 521 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve deflecting to the left having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 376.06 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 South 07 degrees 55 minutes 10 seconds East a distance of 177.55 to a point; thence, South 06 degrees 14 minutes 17 seconds East a distance of 30.62 feet to a point at the intersection with the northerly right-of way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, leaving the said westerly right-of-way line of Georgia State Route 141 and continuing along the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 18 minutes 04 seconds West a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 68.98 feet to a point at the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leaving the said northerly right-of-way line of Ronald Reagan Parkway and continue along the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 54 minutes 09 seconds West a distance of 78.89 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 01 degrees 46 minutes 37 seconds West a distance of 212.06 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 49.47 feet to a point; thence, North 00 degrees 48 minutes 09 seconds West a distance of 7.74 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 43 degrees 42 minutes 36 seconds East for 19.63 feet and having a radius of 13.96 feet, an arc distance of 21.76 feet to a point; thence, North 88 degrees 13 minutes a distance of 235.33 feet to a point; thence, along the arc of a curve deflecting to the left having a bearing of North 78 degrees 36 minutes 11 seconds East for 22.18 feet and having a radius of 86.37 feet, an arc distance of 22.29 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 77,931 square feet or 1.7890 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Seven"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; run thence, South 17 degrees 45 minutes 27 seconds West a distance of 386.05 feet to a point; thence, along the arc of curve deflecting to the left having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, leave the said westerly right-of-way line of Georgia State Route 141 and continue along the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 58.98 feet to a point at the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the said northerly right-of-way line of Ronald Reagan Parkway and continue along the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 54 minutes 09 seconds West a distance of 78.89 feet to a point and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 54 minutes 09 seconds West a distance of 21.37 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 181.74 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 46 degrees 42 minutes 02 seconds West a distance of 86.28 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 106.91 feet to a point; thence, along the arc of a curve deflecting to the right having a bearing of North 43 degrees 13 minutes 23 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East a distance of 212.06 feet to a point on the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 53,060 square feet or 1.2185 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Eight"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; run thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway, South 41 degrees 16 minutes 04 seconds West a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 547.30 feet to a point on the said northerly right-of-way line of Ronald Reagan Parkway and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said northerly right-of-way line of Ronald Reagan Parkway South 88 degrees 13 minutes 23 seconds West a distance of 161.40 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leaving the said northerly right-of-way line of Ronald Reagan Parkway and running with said northerly proposed right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West a distance of 50.38 feet to a point; thence, leaving the said northerly proposed right-of-way line of dedication of Ronald Reagan Parkway and running North 01 degrees 46 minutes 37 seconds West a distance of 215.45 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 251.00 feet to a point; thence, along the arc of a curve deflecting to the right having a bearing of South 46 degrees 48 minutes 37 seconds East for 58.69 feet, an arc distance of 65.19 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East a distance of 118.90 feet to a point; thence, South 43 degrees 13 minutes 40 seconds West a distance of 86.42 feet to a point on the said northerly right-of-way line of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 62,401 square feet or 1.4325 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Nine"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.90 feet to a point; run thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.85 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 56 minutes 10 seconds East a distance of 563.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 728.69 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the northerly right-of-way line of Ronald Reagan Parkway and run with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West a distance of 50.36 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING

From the POINT OF BEGINNING as thus established, running thence with the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West a distance of 49.50 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 181.81 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and running North 47 degrees 14 minutes 35 seconds West a distance of 86.35 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 107.44 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 251.00 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East a distance of 215.45 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 59,191 square feet or 1.3588 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terremark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Ten"

All that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; run thence, South 17 degrees 45 minutes 27 seconds West a distance of 396.05 feet to a point; thence, along the arc of curve having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 728.69 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the northerly right-of-way line of Ronald Reagan Parkway and run with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West a distance of 99.85 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 181.81 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 185.56 feet to point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence South 88 degrees 13 minutes 23 seconds West a distance of 42.49 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and running North 01 degrees 46 minutes 37 seconds West a distance of 209.50 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 250.00 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing South 46 degrees 46 minutes 37 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East a distance of 119.17 feet to a point; thence, South 43 degrees 19 minutes 30 seconds West a distance of 69.19 feet to a point on the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 59,503 square feet or 1.3660 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Eleven"

All that tract or parcel of land lying and being in Land Lot 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; run thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 728.59 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the northerly right-of-way line of Ronald Reagan Parkway and run with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West a distance of 99.85 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 181.81 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 185.56 feet to point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 242.49 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence South 88 degrees 13 minutes 23 seconds West a distance of 229.84 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and running North 47 degrees 32 minutes 54 seconds West a distance of 86.36 feet; thence, North 01 degrees 46 minutes 37 seconds West a distance of 107.76 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.69 and having a radius of 41.50, an arc distance of 65.19 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 250.02 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East a distance of 209.50 feet to a point on the said proposed northerly right-of-way line of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 58,840 square feet or 1.3506 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

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EXHIBIT "C"

SHOPPING CENTER TRACT

The Avenue Forsyth
"Shopping Center Tract"

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and running thence the following courses and distances:

1) Running thence, with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

   a) South 13 degrees 21 minutes 19 seconds West, 122.30 feet to a point;
   b) South 17 degrees 45 minutes 27 seconds West, 362.84 feet to a point;

2) thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

   c) North 65 degrees 02 minutes 30 seconds West, 73.98 feet to a point;
   d) South 88 degrees 13 minutes 23 seconds West, 224.42 feet to a point;
   e) South 01 degrees 46 minutes 37 seconds East, 213.00 feet to a point;
   f) South 88 degrees 13 minutes 23 seconds West, 124.00 feet to a point;
   g) South 01 degrees 46 minutes 37 seconds East, 151.50 feet to a point;
   h) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
   i) North 88 degrees 13 minutes 23 seconds East, 210.25 feet to a point;
   j) North 46 degrees 29 minutes 58 seconds East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141;

3) thence, running with the aforesaid Right-of-Way of Georgia State Route 141, 221.90 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 02 degrees 02 minutes 06 seconds West, 221.67 feet to a point;

4) thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

   k) North 46 degrees 27 minutes 19 seconds West, 96.26 feet to a point;
   l) South 88 degrees 13 minutes 23 seconds West, 211.96 feet to a point;
   m) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
   n) South 01 degrees 46 minutes 37 seconds East, 470.00 feet to a point;
   o) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
   p) North 88 degrees 13 minutes 23 seconds East, 278.39 feet to a point;

q) 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61 degrees 02 minutes 30 seconds East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141;

5) thence, running with the aforesaid Right-of-Way of Georgia State Route 141, South 07 degrees 55 minutes 10 seconds East, 45.84 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

r) 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78 degrees 36 minutes 11 seconds West, 22.18 feet to a point;
s) South 88 degrees 13 minutes 23 seconds West, 235.33 feet to a point;
t) 76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43 degrees 42 minutes 36 seconds West, 19.63 feet to a point;
u) South 00 degrees 48 minutes 09 seconds East, 7.74 feet to a point;
v) South 88 degrees 13 minutes 23 seconds West, 271.85 feet to a point;
w) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
x) South 01 degrees 46 minutes 37 seconds East, 106.91 feet to a point;
y) South 46 degrees 42 minutes 02 seconds East, 86.28 feet to a point;
z) North 88 degrees 13 minutes 23 seconds East, 181.74 feet to a point;
aa) South 84 degrees 54 minutes 09 seconds East, 100.26 feet to a point on the northerly Right-of-Way of the Forsyth Connector a.k.a. Ronald Reagan Parkway (having a variable Right-of-Way);

6) thence, running with the aforesaid Right-of-Way of Ronald Reagan Parkway South 88 degrees 13 minutes 23 seconds West, 476.32 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway and running the following courses and distances:

bb) North 43 degrees 13 minutes 40 seconds East, 86.42 feet to a point;
cc) North 01 degrees 46 minutes 37 seconds West, 116.90 feet to a point;
dd) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46 degrees 46 minutes 37 seconds West, 58.69 feet to a point;
ee) South 88 degrees 13 minutes 23 seconds West, 502.00 feet to a point;
ff) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
gg) South 01 degrees 46 minutes 37 seconds East, 107.44 feet to a point;
hh) South 47 degrees 14 minutes 35 seconds East, 86.35 feet to a point;
ii) North 88 degrees 13 minutes 23 seconds East, 181.91 feet to a point;
jj) South 84 degrees 52 minutes 29 seconds East, 99.85 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway;

7) thence, running with the said Right-of-Way of Ronald Reagan Parkway, South 88 degrees 13 minutes 23 seconds West, 1046.19 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway and running the following courses and distances:

kk) 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86 degrees 12 minutes 59 seconds West, 73.54 feet to a point;
ll) North 43 degrees 13 minutes 42 seconds East, 34.77 feet to a point;
mm) North 88 degrees 13 minutes 25 seconds East, 20.00 feet to a point;
nn) North 01 degrees 45 minutes 53 seconds West, 25.00 feet to a point;
oo) North 88 degrees 10 minutes 02 seconds East, 1.25 feet to a point;
pp) North 01 degrees 46 minutes 37 seconds West, 215.60 feet to a point;,
qq) North 88 degrees 13 minutes 23 seconds East, 420.71 feet to a point;
rr) North 02 degrees 18 minutes 41 seconds West, 1134.60 feet to a point;
ss) North 81 degrees 01 minutes 22 seconds West, 122.31 feet to a point;
tt) South 67 degrees 55 minutes 30 seconds West, 66.08 feet to a point;
uu) South 53 degrees 56 minutes 35 seconds West, 26.56 feet to a point;
vv) North 80 degrees 32 minutes 07 seconds West, 45.35 feet to a point;
ww) South 69 degrees 05 minutes 40 seconds West, 28.47 feet to a point;
xx) North 41 degrees 57 minutes 40 seconds West, 49.83 feet to a point;
yy) South 70 degrees 47 minutes 46 seconds West, 60.76 feet to a point;
zz) North 85 degrees 14 minutes 26 seconds West, 84.43 feet to a point;
aaa) South 68 degrees 38 minutes 52 seconds West, 37.47 feet to a point;
bbb) South 82 degrees 53 minutes 10 seconds West, 16.25 feet to a point;
ccc) North 19 degrees 02 minutes 14 seconds West, 2.16 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400;

8) thence, running with the aforesaid Right-of-Way of Georgia State Highway 400 the following courses and distances:

ddd) North 85 degrees 08 minutes 38 seconds West, 80.71 feet to a point;
eee) North 62 degrees 03 minutes 32 seconds East, 210.22 feet to a point;
fff) North 73 degrees 20 minutes 13 seconds East, 615.65 feet to a point;
ggg) North 76 degrees 43 minutes 36 seconds East, 1054.76 feet to a point;
hhh) South 84 degrees 11 minutes 20 seconds East, 484.66 feet to a point;
iii) South 33 degrees 25 minutes 42 seconds East, 69.60 feet to the point of beginning containing 2,429,404 square feet or 55.7715 acres of land, more or less.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13 degrees 21 minutes 19 seconds West, 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04 degrees 55 minutes 09 seconds West, 619.65 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East, 553.61 feet; thence, South 08 degrees 14 minutes 17 seconds East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41 degrees 16 minutes 04 seconds West, 43.44 feet; thence,

South 88 degrees 13 minutes 23 seconds West, 99.55 feet; thence, South 81 degrees 23 minutes 16 seconds West, 87.22 feet; thence, South 88 degrees 13 minutes 23 seconds West, 728.89 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84 degrees 52 minutes 29 seconds West, 99.85 feet; thence, South 88 degrees 13 minutes 23 seconds West, 181.81 feet; thence, South 88 degrees 13 minutes 23 seconds West, 185.58 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway:

1. South 88 degrees 13 minutes 23 seconds West, a distance of 472.13 feet;
2. thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running the following courses and distances:

   a) North 47 degrees 32 minutes 54 seconds West, 86.36 feet to a point;
   b) North 01 degrees 46 minutes 37 seconds West, 107.76 feet to a point;
   c) 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43 degrees 13 minutes 23 seconds East, 58.69 feet to a point;
   d) North 88 degrees 13 minutes 23 seconds East, 500.02 feet to a point;
   e) 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
   f) South 01 degrees 46 minutes 37 seconds East, 119.17 feet to a point;
   g) South 43 degrees 19 minutes 30 seconds West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the point of beginning, containing 118,343 square feet or 2.7168 acres of land, more or less

Said Shopping Center tract contains 2,311,061 square feet or 53.0547 acres of land, more or less.

EXHIBIT "D-1"

LEGAL DESCRIPTION OF DRIVEWAY AREA
The Avenue Forsyth
"Driveway Area"

All that tract or parcel of land lying and being in Land Lots 487, 488, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, Commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 294.53 feet to a point and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 South 17 degrees 45 minutes 27 seconds West a distance of 32.89 feet to a point;

1. thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 88 degrees 13 minutes 23 seconds West a distance of 434.29 feet to a point; thence,
2. South 01 degrees 46 minutes 37 seconds East a distance of 164.00 feet to a point; thence,
3. North 88 degrees 13 minutes 23 seconds East a distance of 132.00 feet to a point; thence,
4. South 01 degrees 46 minutes 37 seconds East a distance of 25.00 feet to a point; thence,
5. South 88 degrees 13 minutes 23 seconds West a distance of 124.00 feet to a point; thence,
6. South 01 degrees 46 minutes 37 seconds East a distance of 175.50 feet to a point; thence
7. along the arc of curve deflecting to the left having a chord bearing South 48 degrees 46 minutes 37 seconds East for 58.69 and having a radius of 41.40, an arc distance of 65.19 to a point; thence,
8. North 88 degrees 13 minutes 23 seconds East a distance of 286.72 feet to a point on the said westerly right-of-way line of Georgia State Route 141; thence,
9. along the said westerly right-of-way line of Georgia State Route 141 running along the arc of curve deflecting to the left having a chord bearing South 01 degree 53 minutes 33 seconds West for 75.15 feet and having a radius of 1394.35 feet, an arc distance of 75.16 feet to a point; thence,
10. leaving the aforesaid Right-of-Way of Georgia State Route 141 South 88 degrees 13 minutes 23 seconds West a distance of 281.91 feet to a point; thence,
11. along the arc of a curve deflecting to the left having a chord bearing South 43 degrees 13 minutes 23 seconds West for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence,
12. South 01 degrees 46 minutes 37 seconds East a distance of 470.00 feet to a point; thence,
13. along the arc of a curve deflecting to the left having a chord bearing South 46 degrees 46 minutes 41 seconds West for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence,
14. North 88 degrees 13 minutes 23 seconds East a distance of 278.39 feet to a point; thence,
15. along the arc of a curve deflecting to the left having a chord bearing North 61 degrees 02 minutes 30 seconds East for 51.62 feet and having a radius of 58.50 feet, an arc distance of 53.61 feet to a point; thence,
16. along the said westerly right-of-way line of Georgia State Route 141 South 07 degrees 55 minutes 10 seconds East a distance of 45.64 feet to a point; thence,
17. leaving the said westerly right-of-way line of Georgia State Route 141 running along the arc of a curve deflecting to the right having a chord bearing South 78 degrees 36 minutes 11 seconds West for 22.18 and having a radius of 56.37 feet, an arc distance of 22.29 feet to a point; thence,

18. South 88 degrees 13 minutes 23 seconds West a distance of 235.33 feet to a point; thence,
19. along the arc of a curve deflecting to the left having a chord bearing South 43 degrees 42 minutes 38 seconds West for 19.63 feet and having a radius of 13.98 feet, an arc distance of 21.76 feet to a point; thence,
20. South 00 degrees 48 minutes 09 seconds East a distance of 7.74 feet to a point; thence,
21. South 88 degrees 13 minutes 23 seconds West a distance of 271.85 feet to a point; thence,
22. along the arc of a curve deflecting to the left having a chord bearing South 43 degrees 13 minutes 23 seconds West for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence,
23. South 01 degrees 46 minutes 37 seconds East a distance of 180.00 feet to a point on the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence,
24. along the said northerly right-of-way line of Ronald Reagan Parkway South 88 degrees 13 minutes 23 seconds West a distance of 75.00 feet to a point; thence,
25. leaving the said northerly right-of-way line of Ronald Reagan Parkway North 01 degrees 46 minutes 37 seconds West a distance of 180.00 feet to a point; thence,
26. along the arc of a curve deflecting to the left having a chord bearing South 46 degrees 46 minutes 47 seconds West for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence,
27. South 88 degrees 13 minutes 23 seconds West a distance of 502.00 feet to a point; thence,
28. along the arc of a curve deflecting to the left having a chord bearing South 43 degrees 13 minutes 22 seconds West for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence,
29. South 01 degrees 46 minutes 37 seconds East a distance of 180.00 feet to a point on the said northerly right-of-way line of Ronald Reagan Parkway; thence,
30. along the said right-of-way line of Ronald Reagan Parkway South 88 degrees 13 minutes 23 seconds West a distance of 75.00 feet to a point; thence,
31. leaving the said right-of-way line of Ronald Reagan Parkway North 01 degrees 46 minutes 37 seconds West a distance of 180.00 feet to a point; thence,
32. along the arc of a curve deflecting to the left having a chord bearing North 46 degrees 46 minutes 34 seconds West for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence,
33. South 88 degrees 13 minutes 23 seconds West a distance of 500.02 feet to a point; thence,
34. along the arc of a curve deflecting to the left having a chord bearing South 43 degrees 13 minutes 25 seconds West for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence,
35. South 01 degrees 46 minutes 37 seconds East a distance of 180.00 feet to a point on the said northerly right-of-way line of Ronald Reagan Parkway; thence,
36. along the said northerly right-of-way line of Ronald Reagan Parkway South 88 degrees 13 minutes 23 seconds West a distance of 45.68 feet to a point; thence,
37. along the arc of a curve deflecting to the left having a chord bearing South 87 degrees 38 minutes 29 seconds West for 21.32 feet and having a radius of 1060.00 feet, an arc distance of 21.32 feet to a point; thence,
38. leaving the said northerly right-of-way line of Ronald Reagan Parkway North 01 degrees 46 minutes 37 seconds West a distance of 268.72 feet to a point; thence,
39. North 88 degrees 13 minutes 23 seconds East a distance of 1554.00 feet to a point; thence,
40. North 01 degrees 46 minutes 37 seconds West a distance of 1067.00 feet to a point; thence,
41. North 88 degrees 13 minutes 23 seconds East a distance of 482.29 feet to a point on the said right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 222,513 square feet or 5.1082 acres of land, more or less, as shown on that certain Ingress/Egress Easement Exhibit for the Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 5, 2007.

EXHIBIT "D-2"

DEPICTION OF DRIVEWAY AREA

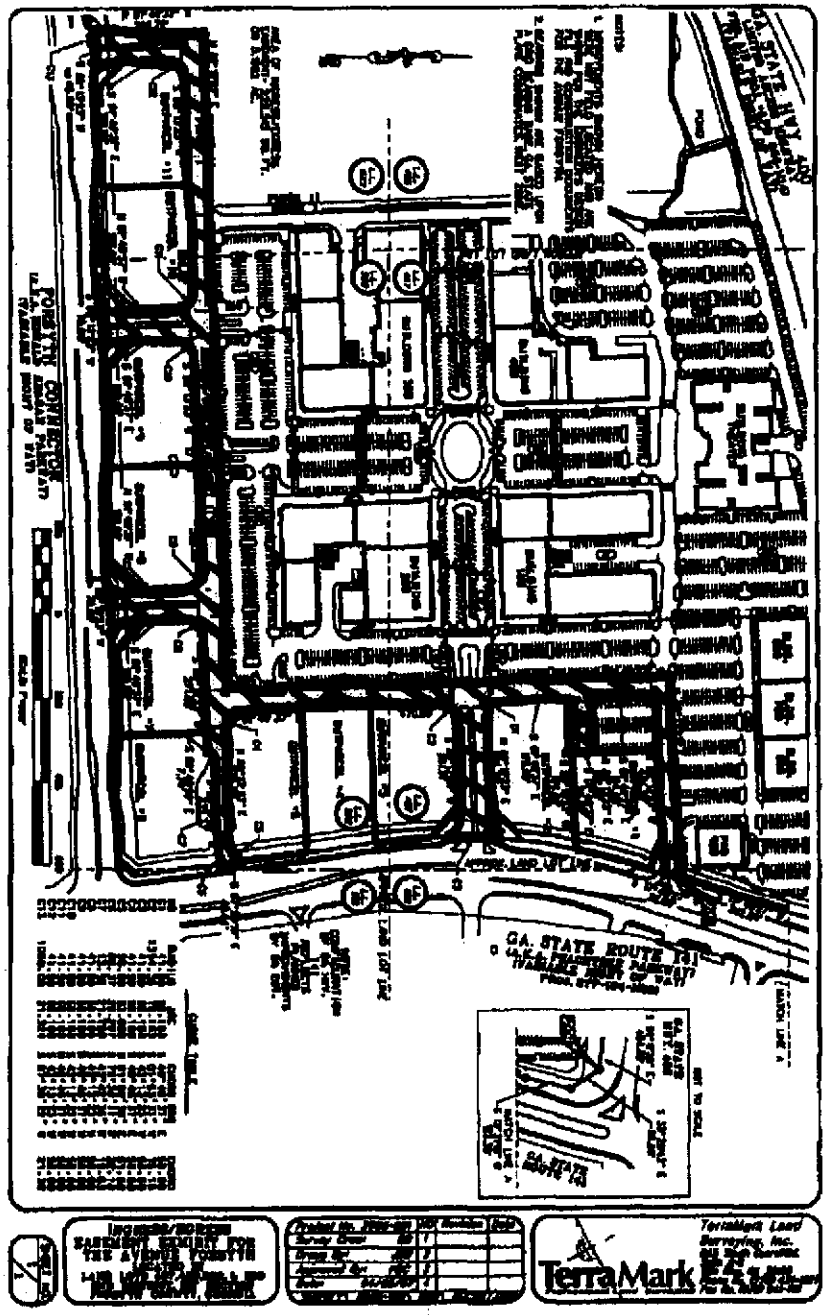
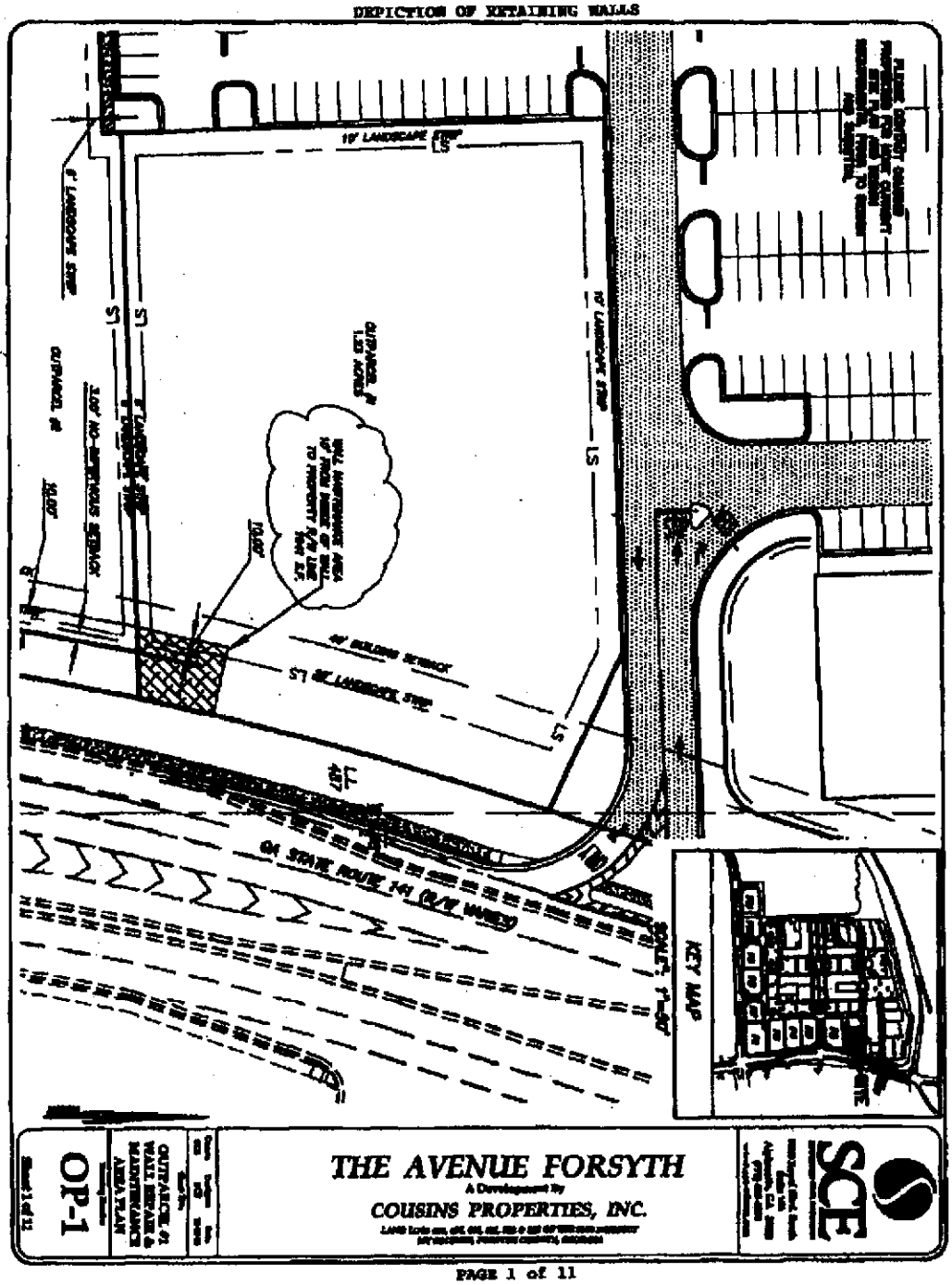
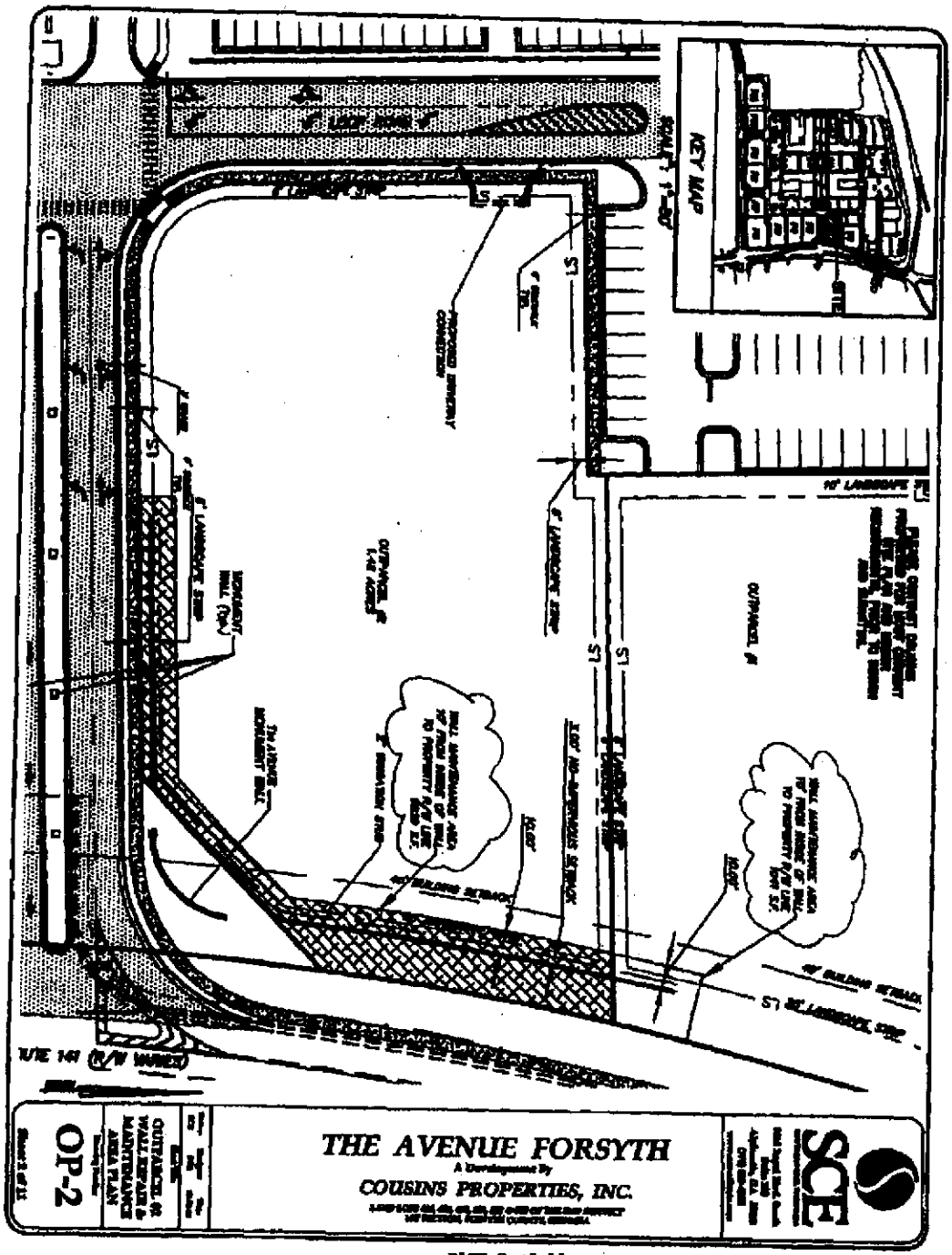


EXHIBIT "E"

DEPICTION OF RETAINING WALLS

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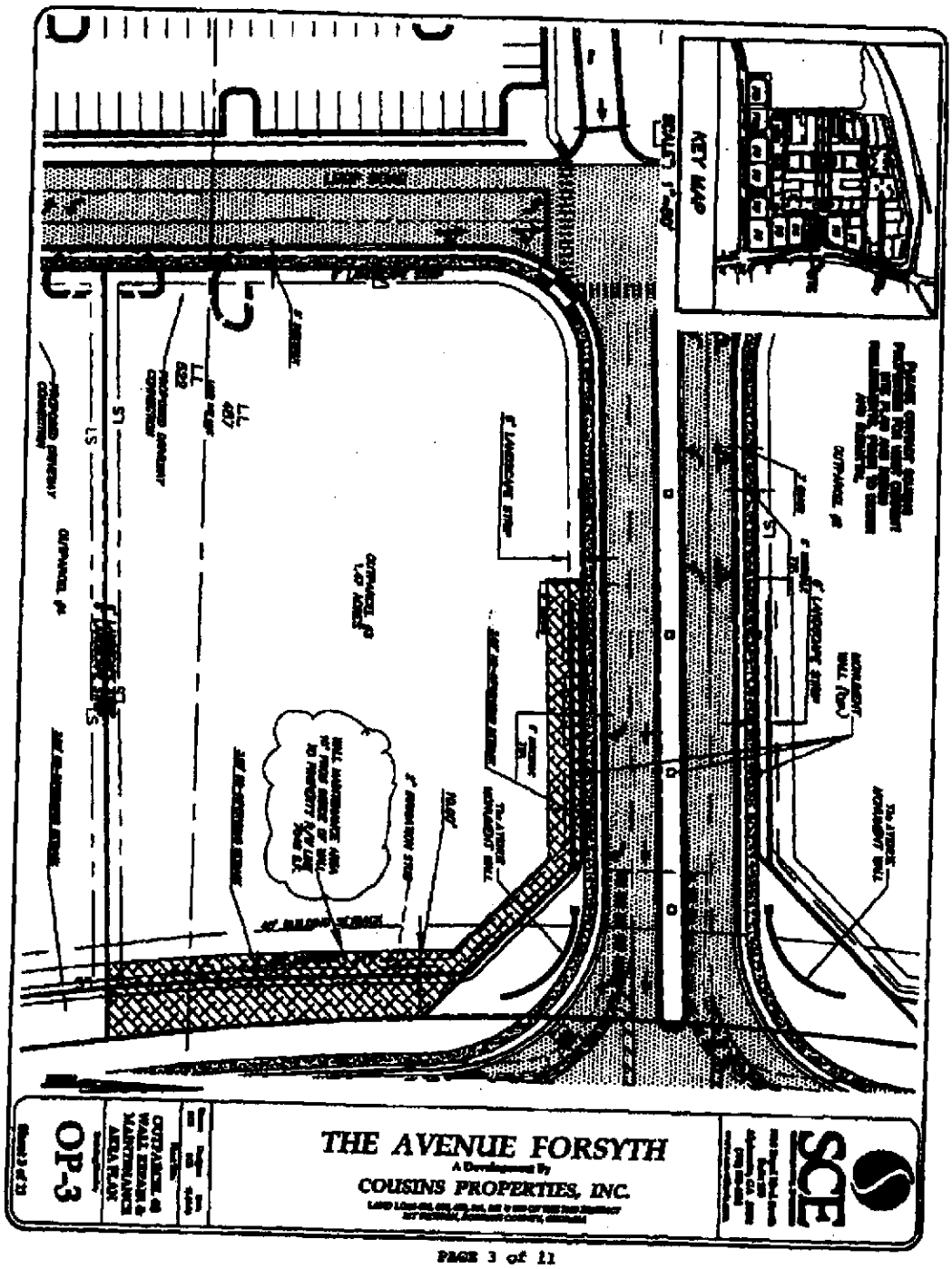
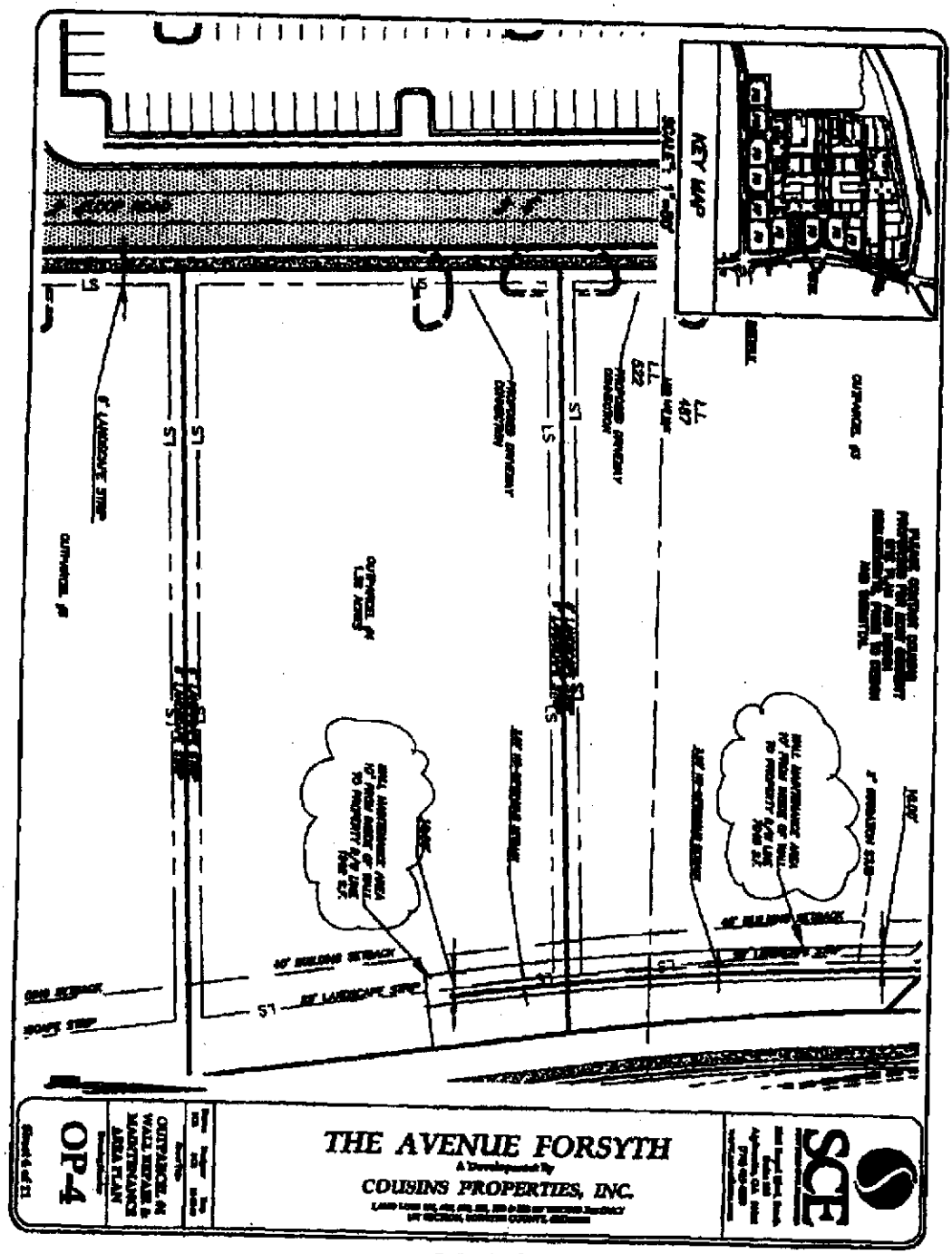
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OP-2
SCE


KEY MAP
OP-3
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
SCE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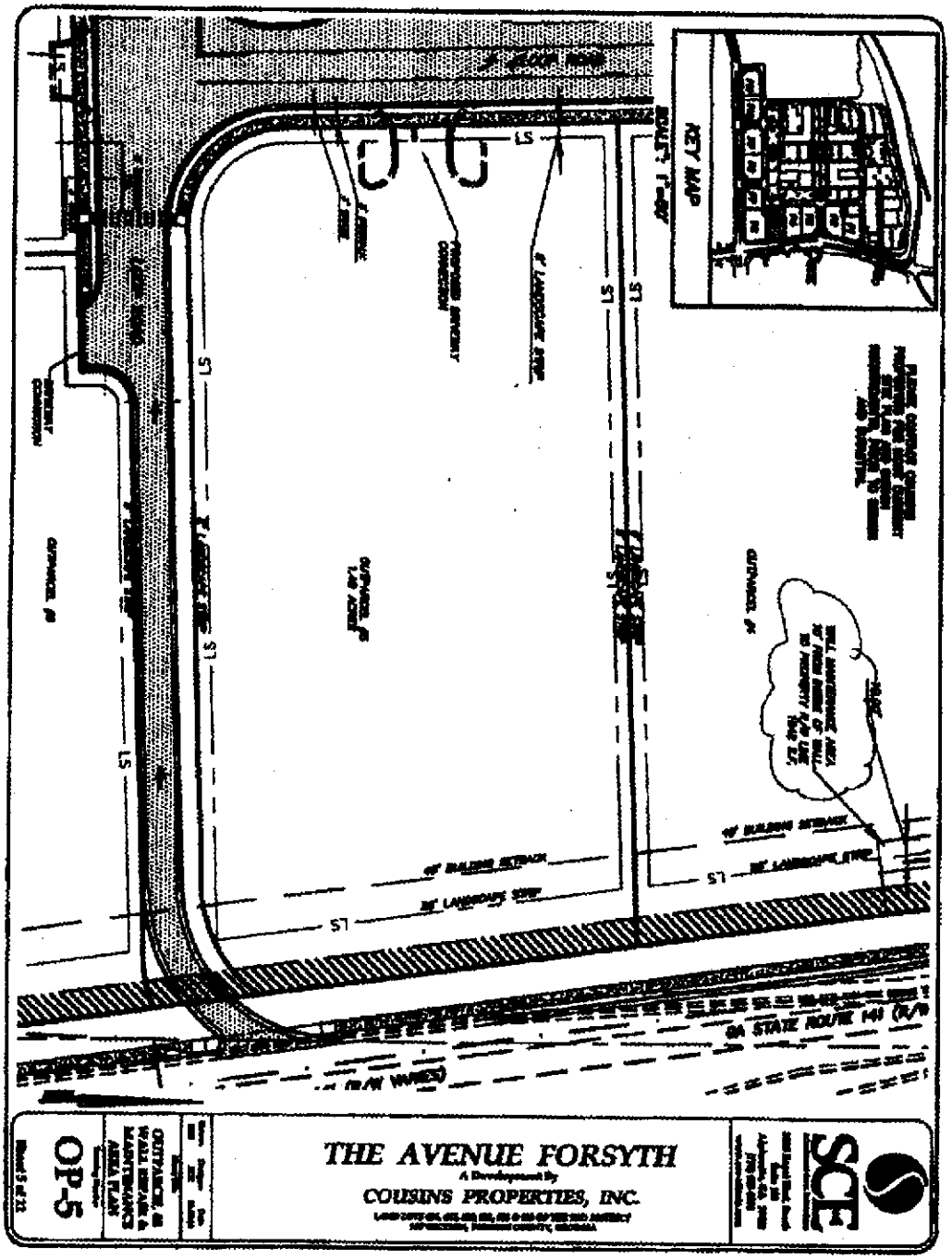
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OP-4
SCE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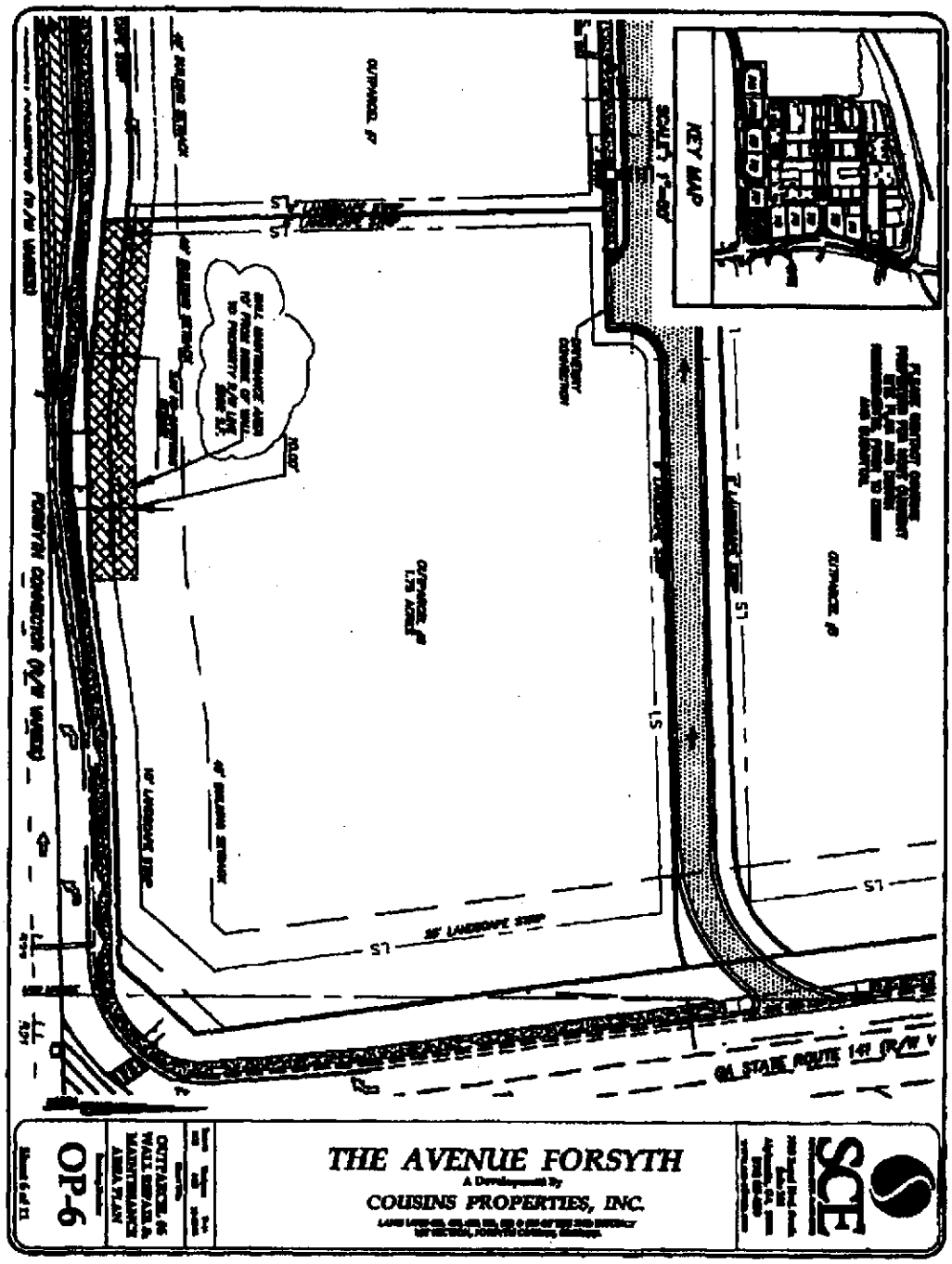
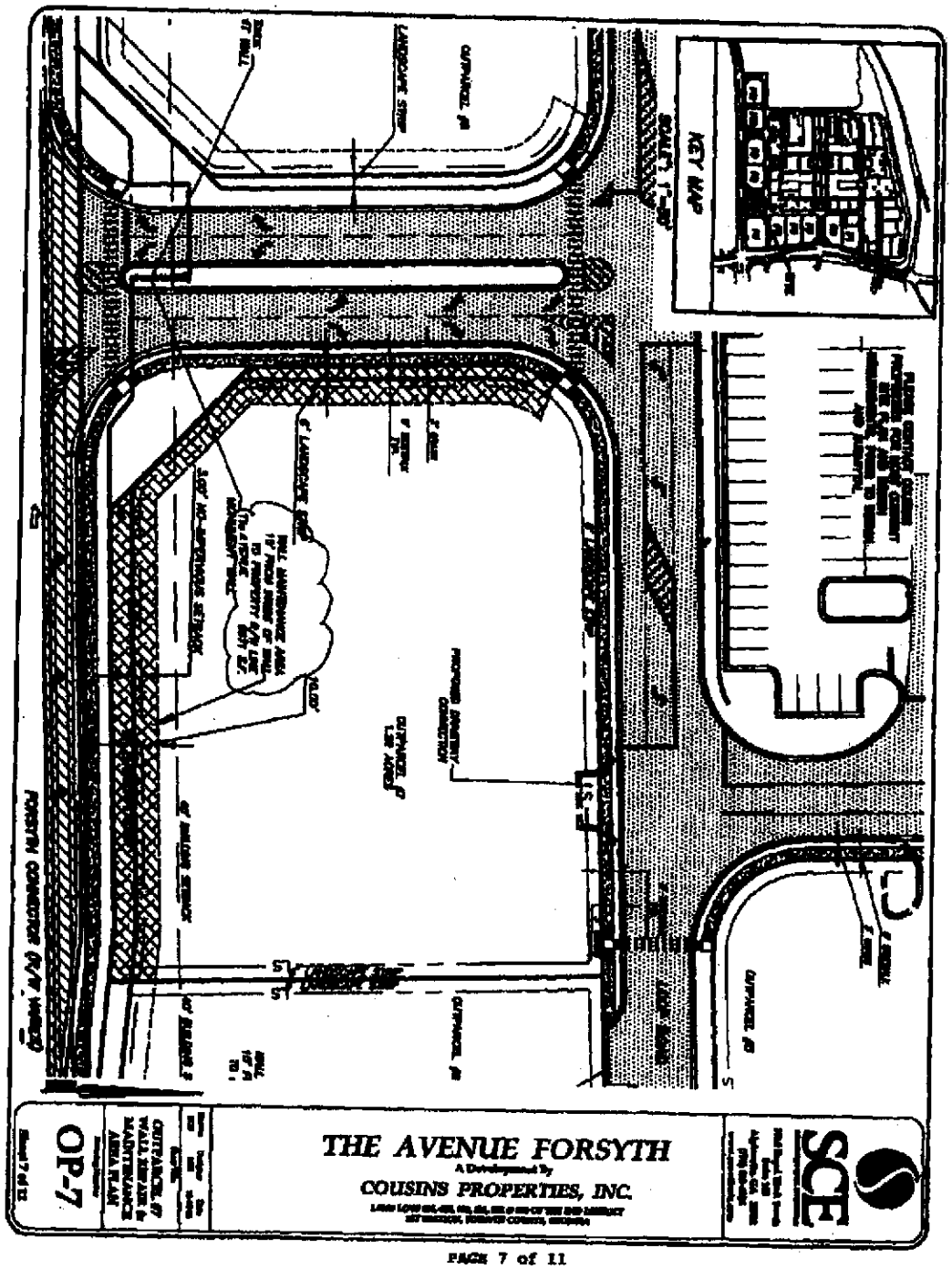
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
OP-5
SCE


THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OP-6
KEY MAP
SCALE: 1"=80'
OUTPARCEL #7
OUTPARCEL #8
OUTPARCEL #9
1.75 ACRES
DRIVEWAY CONNECTION
FORSYTH CONNECTOR (R/W VARIES)
GA STATE ROUTE 141 (R/W V
LS
SCE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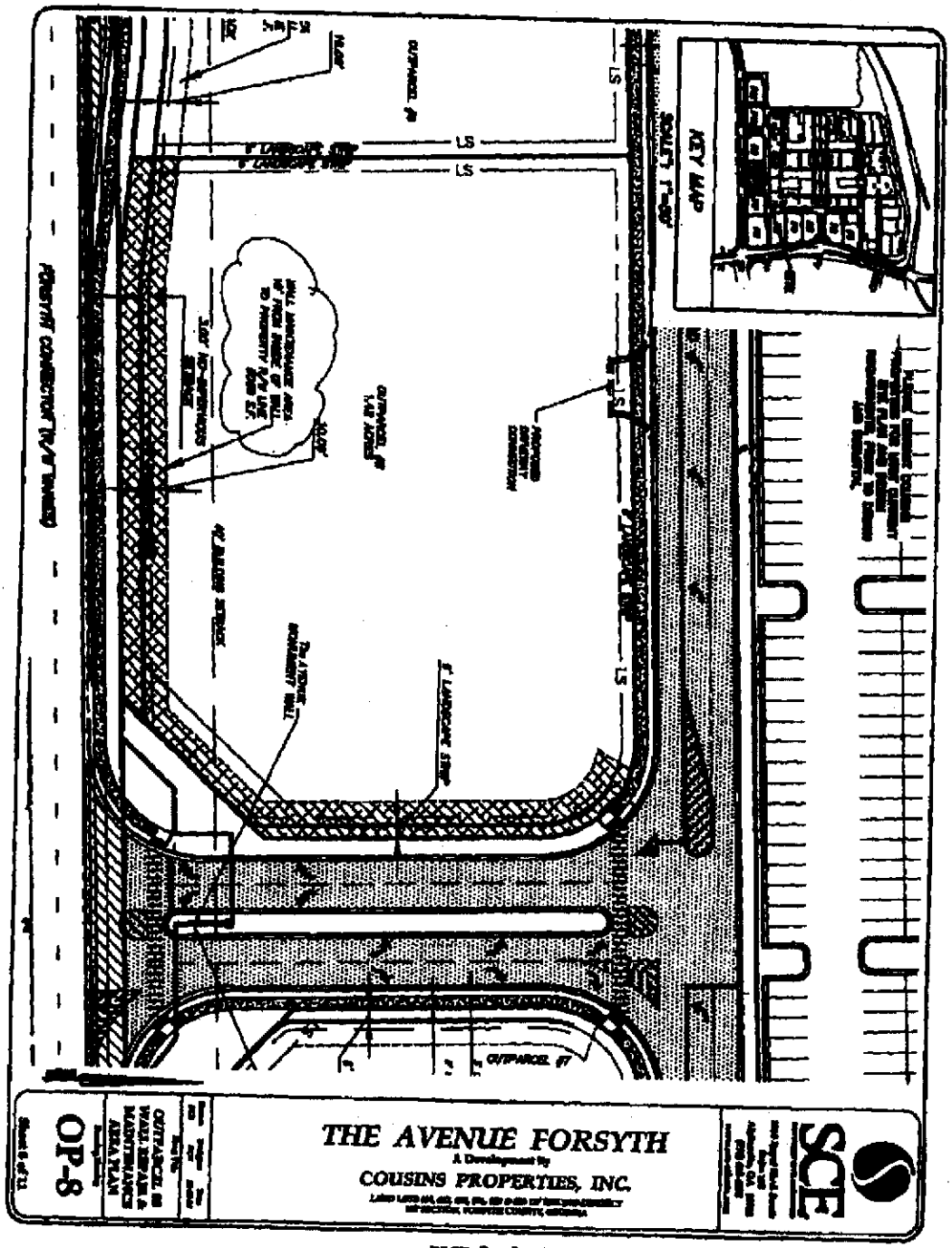
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OP-7
SCE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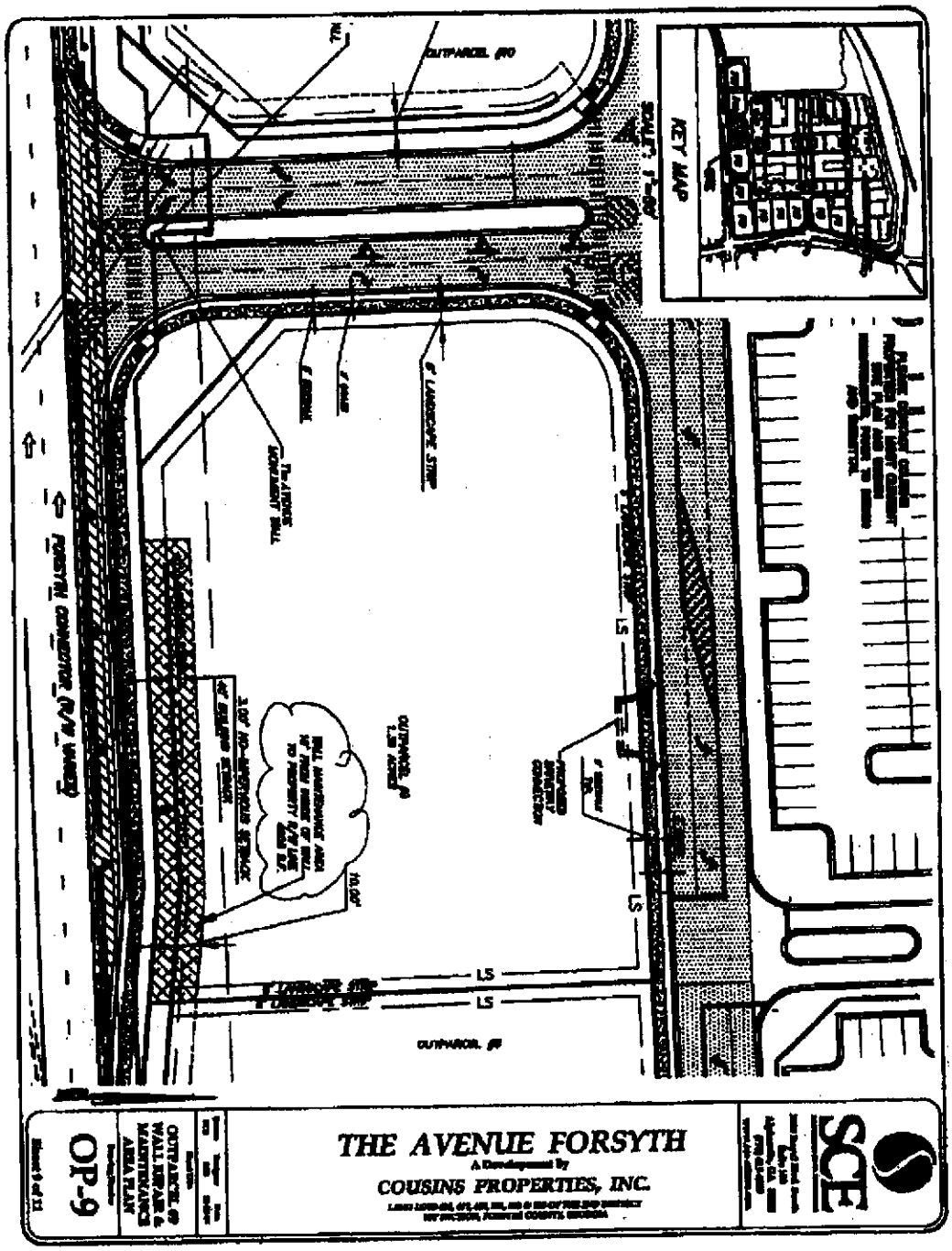
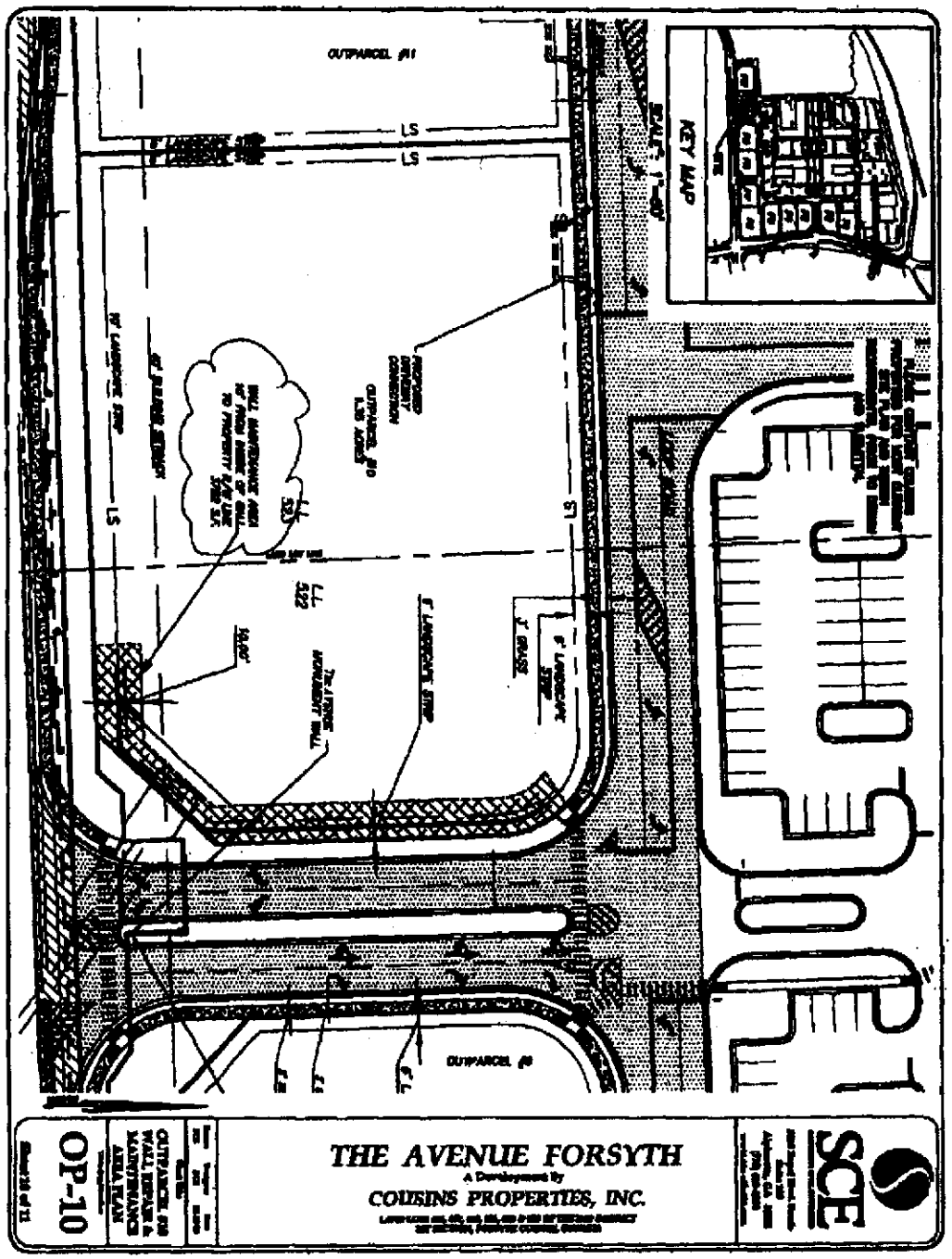
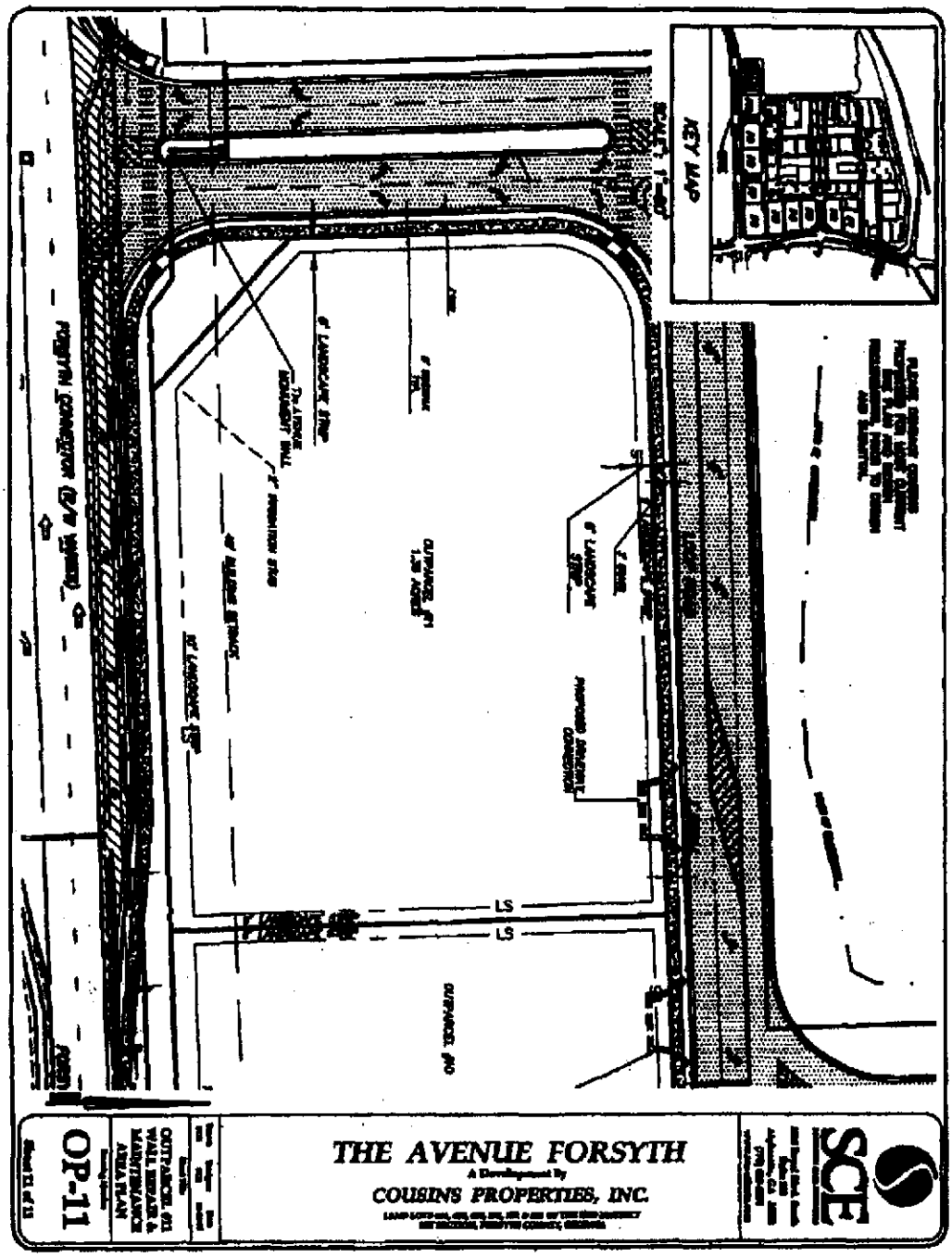
THE AVENUE FORSYTH
A Development by
COUSINS PROPERTIES, INC.
OP-8
SCE


THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OP-9
KEY MAP
OUTPARCEL #10
OUTPARCEL #8
OUTPARCEL #9
LS
SCE


OUTPARCEL #11
LS
LS
KEY MAP
OUTPARCEL #10
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
SCE
OP-10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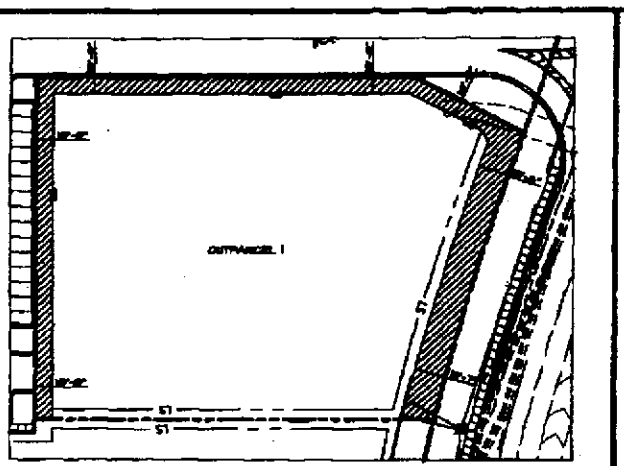
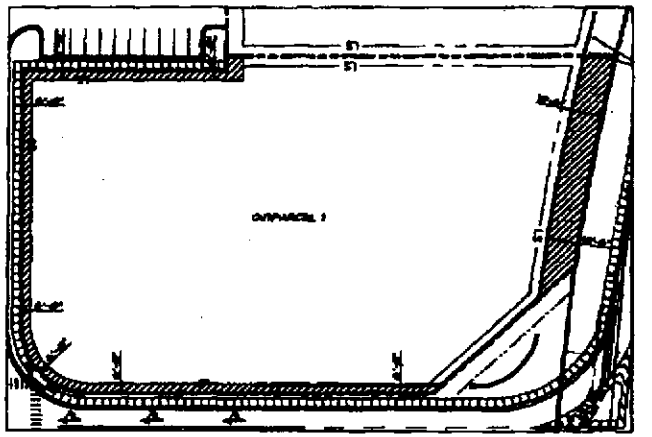
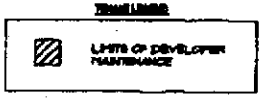
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OP-11
SCE

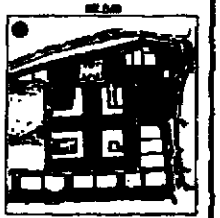




OUTPARCEL 1

OUTPARCEL 2





PROJECT NAME: THE AVENUE FORSYTH

PROJECT NO:

Cousins

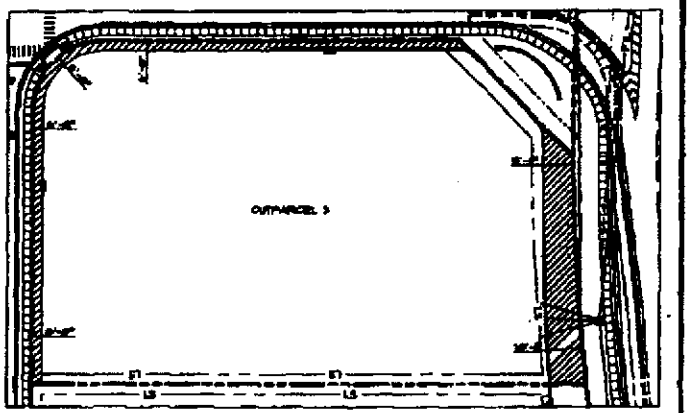
TO: COUSINS PROPERTIES BY: PS

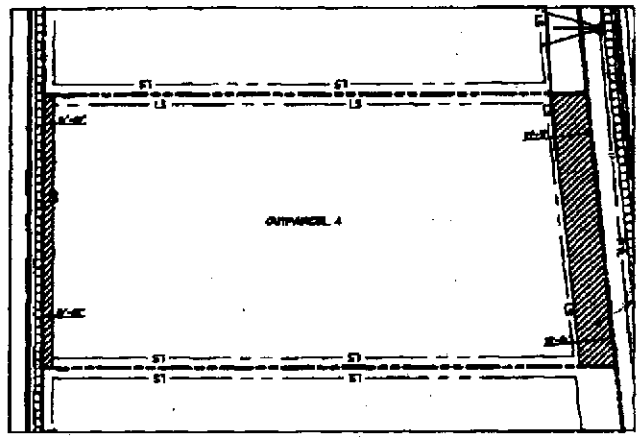
SCALE: 1" = 80'-0"

SUBJECT: LIMITS OF MAINTENANCE

SHEET: 1 OF 6

PAGE 1 of 6

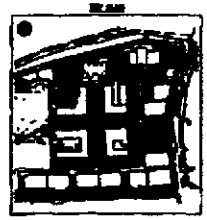




OUTPARCEL 3

OUTPARCEL 4

LIMITS OF DEVELOPER MAINTENANCE



PROJECT Name: THE AVENUE FORSYTH

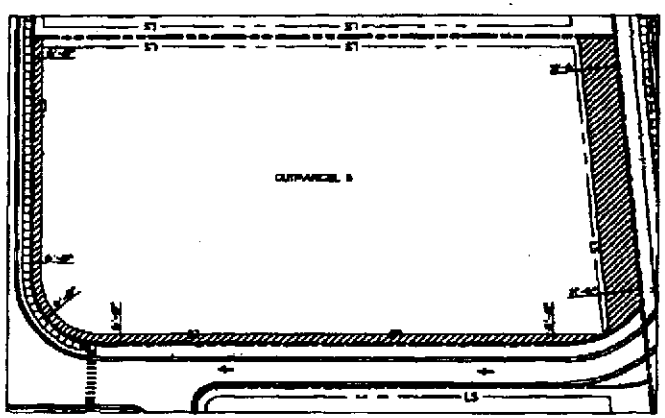
PROJECT NO:

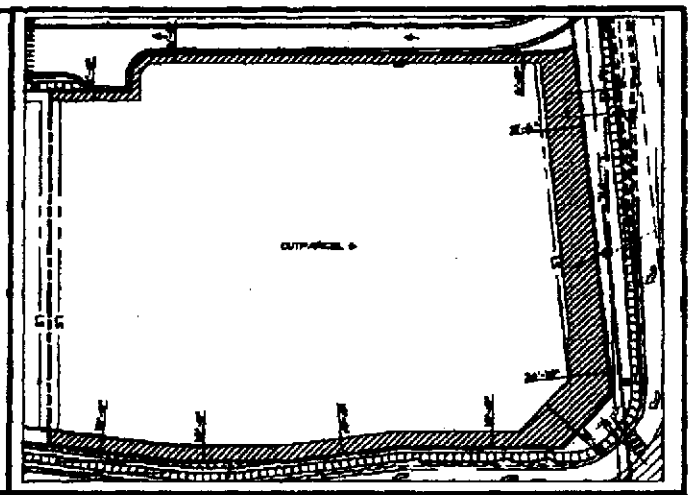
3715 Northside Parkway
Northwood 300, Suite 700
Atlanta, GA 30327
Telephone: 404-765-0411
Facsimile: 404-765-0418

Cousins

TO: COUSINS PROPERTIES BY: PB
SKETCH NO: 06.27.07-2 SCALE: 1" = 80'-0"
SUBJECT: LIMITS OF MAINTENANCE
DATE: 06.27.07 SHEET: 2 OF 6

PAGE 2 OF 6



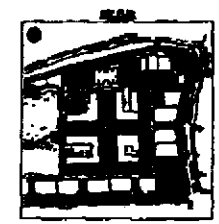


OUTPARCEL 5

OUTPARCEL 6

TRUST LEGEND

LIMITS OF DEVELOPER MAINTENANCE



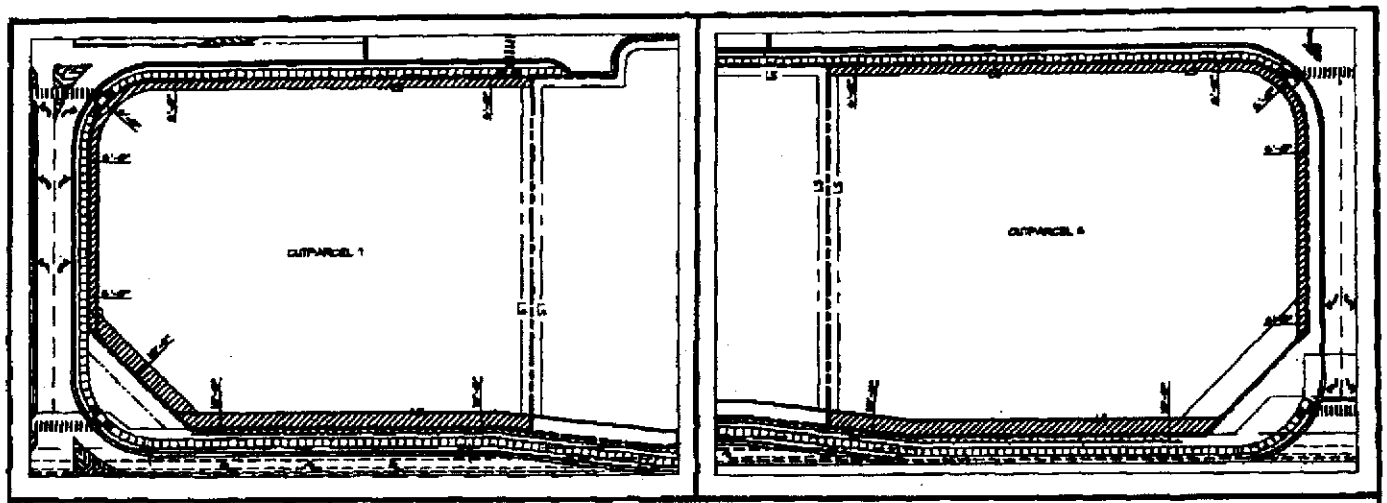
PROJECT NAME: THE AVENUE FORSYTH

PROJECT NO: [illegible]

3715 Northside Parkway
Northcreek 300, Suite 720
Atlanta, GA 30327
Telephone: 404-705-9411
Facsimile: 404-705-9419

Cousins

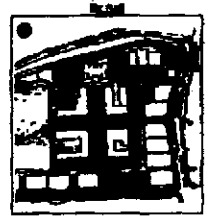
TO: COUSINS PROPERTIES	BY: PB
SKETCH NO: 03.27.07-6	SCALE: 1" = 50'-0"
SUBJECT: LIMITS OF MAINTENANCE	
DATE: 03.27.07	SHEET: 3 OF 6



OUTPARCEL 7

OUTPARCEL 8

LIMITS OF DEVELOPER MAINTENANCE



PROJECT NAME: THE AVENUE FORSYTH

PROJECT NO:

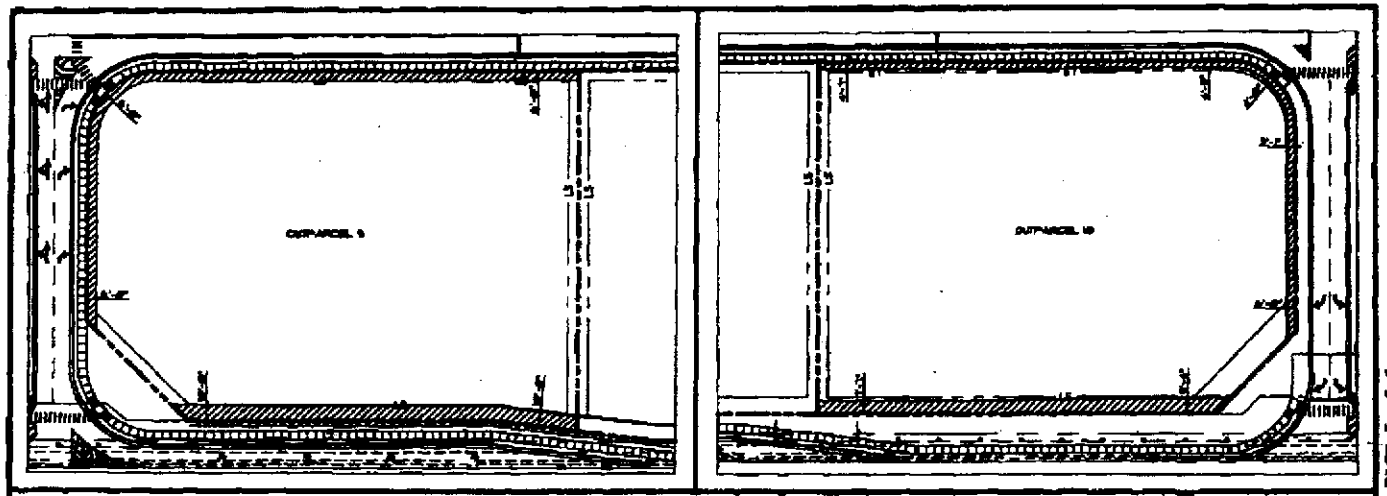
Cousins

TO: COUSINS PROPERTIES BY:

SKETCH NO: SCALE: 1" = 60'-0"

SUBJECT: LIMITS OF MAINTENANCE

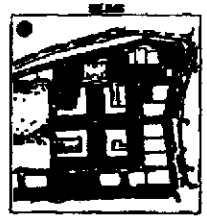
DATE: SHEET: 4 OF 6



OUTPARCEL 9

OUTPARCEL 10

LIMITS OF DEVELOPER MAINTENANCE



PROJECT NAME: THE AVENUE FORSYTH

PROJECT NO:

3715 Northside Parkway
Northwood 300, Suite 720
Atlanta, GA 30327
Telephone: 404-705-9411
Facsimile: 404-705-9419

Cousins

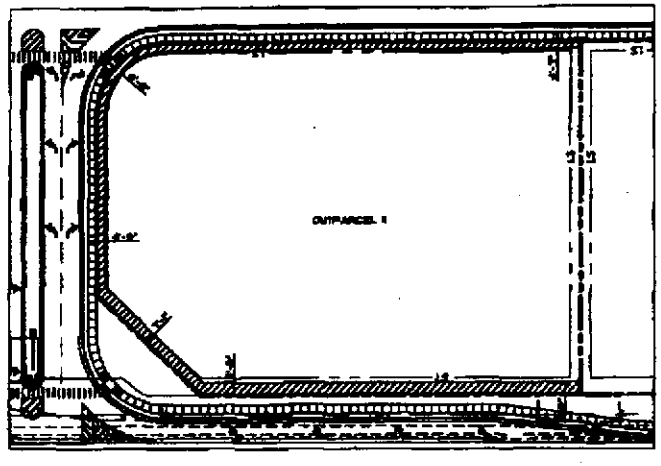
TO: COUSINS PROPERTIES BY: PS

SKETCH NO: 08.27.07-5 SCALE: 1" = 80'-0"

SUBJECT: LIMITS OF MAINTENANCE

DATE: 08.27.07 SHEET: 5 OF 6

PAGE 5 of 6



OUTPARCEL 11

TRANSLUCENT

LIMITS OF DEVELOPER MAINTENANCE



PROJECT NAME: THE AVENUE FORSYTH

PROJECT NO: [illegible]

3715 Northside Parkway
Northwest 300, Suite 720
Atlanta, GA 30327
Telephone: 404-705-8411
Facsimile: 404-705-8419

Cousins

TO: COUSINS PROPERTIES	BY: PS
SKETCH NO: [illegible]	SCALE: 1" = [illegible]
SUBJECT: LIMITS OF MAINTENANCE	
DATE: [illegible]	SHEET: 6 OF 6

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Filed: 10/08/2009 at 09:33:50 AM
Fee Amt: $78.00 Page 1 of 36
Forsyth County, GA
Gren G. Allen Clerk Superior Ct
BK5540 PG732-766

After recording, please return to:

Harbin & Miller, LLC
3085 E. Shadowlawn Ave.
Atlanta, Georgia 30305

STATE OF GEORGIA

COUNTY OF FULTON

FIRST AMENDMENT TO DECLARATION REGARDING OUTPARCELS

THIS FIRST AMENDMENT TO DECLARATION REGARDING OUTPARCELS (this "First Amendment") is made as of the 30th day of September, 2009, by AVENUE FORSYTH LLC, a Georgia limited liability company ("AF LLC"), and CP – FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("CP").

WITNESSETH:

WHEREAS, AF LLC executed that certain Declaration Regarding Outparcels dated July 24, 2007 and recorded in Book 4835, Page 489, Forsyth County, Georgia records (the "Original Declaration");

WHEREAS, pursuant to the Original Declaration, AF LLC established certain easements benefiting and burdening the Outparcels and the Shopping Center Tract, and declared, created and established certain covenants, conditions and restrictions on the use and development of the Outparcels;

WHEREAS, AF LLC desires to amend the Original Declaration in various respects to reflect a change in the boundary lines of Outparcel 10 and Outparcel 11, to reflect a change in the location of a portion of the Driveway Area and to adjust the height restriction that applies to said Outparcel 10;

WHEREAS, CP is the current owner of the property that will comprise the reconfigured Outparcel 10 and Outparcel 11, which Outparcels are the subject of this First Amendment, and as such, CP is a necessary party to this First Amendment; and

WHEREAS, CP or its successor-in-title will convey Outparcel 10 to CHG Cumming, LLC, a Georgia limited liability company, on or about the date hereof, and prior to such conveyance, said Outparcel 10 will be subjected to that certain Declaration of Covenants, Conditions and Restrictions dated of even date herewith and to be recorded in the Forsyth County, Georgia records (the "Outparcel 10 CCRs"), to establish certain covenants, conditions and restrictions on the use and development thereof;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AF LLC and CP do hereby agree, declare and establish as follows:

1. Definitions. Whenever defined terms and words of art are used in this First Amendment (including the recitals set forth above), as indicated by the initial capitalization thereof, such terms and words of art, unless otherwise defined herein, shall have the meanings ascribed thereto in the Original Declaration.

2. Shopping Center Tract. The Original Declaration is hereby amended by deleting the definition for the term "Shopping Center Tract" in its entirety from Paragraph 1 thereof, and inserting the following in its place:

> "Shopping Center Tract" shall mean that certain tract of land depicted as such on the Site Plan attached hereto as Exhibit "A" and legally described on Exhibit "C" attached hereto, provided that the Owner of the Shopping Center Tract shall have the right to dedicate and convey to appropriate governmental entities those portions of the Shopping Center Tract described as "Right of Way Dedication Parcels" on said Exhibit "C".

3. Site Plan. The Original Declaration is hereby amended by deleting the definition for the term "Site Plan" in its entirety from Paragraph 1 thereof, and inserting the following in its place:

> "Site Plan" shall mean the site plan prepared by The Preston Partnership, LLC, dated September 29, 2009, a copy of which is attached hereto as Exhibit "A".

4. Driveway Area. The Original Declaration is hereby amended by deleting clause (i) in its entirety from Paragraph 2 thereof, and inserting the following in its place:

> "(i) those certain driveway areas on the Shopping Center Tract which are legally described on Exhibit "D-1" hereof and cross-hatched and designated "Driveway Area" on Exhibit "D-2" hereof, together with the curb cuts to Georgia State Highway 141 (also known as Peachtree Parkway) and the Forsyth Connector (also known as Ronald Reagan Parkway) as shown on Exhibit "D-2", subject in each case to any dedication and conveyance by the Owner of the Shopping Center Tract to appropriate governmental entities of

those portions of the Shopping Center Tract described as "Right of Way Dedication Parcels" on Exhibit "C" attached hereto, and"

5. Exhibits. The Original Declaration is hereby further amended as follows:

(a) Exhibit "A" attached to the Original Declaration is deleted in its entirety, and Exhibit "A" attached hereto is inserted in its place and incorporated into the Original Declaration by this reference;

(b) The legal descriptions for Outparcels 10 and 11 shown on pages 10 and 11 of Exhibit "B" attached to the Original Declaration are deleted in their entirety, and pages 1 and 2 of Exhibit "B" attached hereto are respectively inserted in their places and incorporated into the Original Declaration by this reference;

(c) Exhibit "C" attached to the Original Declaration is deleted in its entirety, and Exhibit "C" attached hereto is inserted in its place and incorporated into the Original Declaration by this reference;

(d) Exhibit "D-1" attached to the Original Declaration is deleted in its entirety, and Exhibit "D-1" attached hereto is inserted in its place and incorporated into the Original Declaration by this reference;

(e) Exhibit "D-2" attached to the Original Declaration is deleted in its entirety, and Exhibit "D-2" attached hereto is inserted in its place and incorporated into the Original Declaration by this reference;

(f) Exhibit "E" attached to the Original Declaration is deleted in its entirety, and Exhibit "E" attached hereto is inserted in its place and incorporated into the Original Declaration by this reference; and

(g) Pages 5 and 6 of Exhibit "F" attached to the Original Declaration are deleted in their entirety, and pages 5 and 6 of Exhibit "F" attached hereto are respectively inserted in their places and incorporated into the Original Declaration by this reference.

6. Outparcel 10 Height Restriction. Notwithstanding the provisions of clause (ii) of Paragraph 7 of the Original Declaration, for so long as Outparcel 10 is used and operated for a Permitted Hotel Use (as hereinafter defined), the building constructed on said Outparcel 10 for the Permitted Hotel Use may exceed the height restriction set forth in said clause (ii); provided that (a) no building on said Outparcel 10 may exceed five (5) stories in height, and the total building height (inclusive of architectural features) for Outparcel 10 shall be limited to the height approved by AF LLC pursuant to Paragraph 6 of the Original Declaration, which, at a maximum, shall be no more than seventy-five feet (75'); (b) any building on Outparcel 10 shall be no higher than as set forth in its approved Plans pursuant to Paragraph 6 of the Original Declaration; and (c)

at such time as Outparcel 10 is no longer used and operated for a Permitted Hotel Use, the height limitations set forth in said clause (ii) of Paragraph 7 of the Original Declaration shall apply. For purposes of this paragraph, "Permitted Hotel Use" shall mean use as the Fairfield Inn hotel initially developed and operated on Outparcel 10 or any new hotel use that satisfies the conditions for such new use set forth subparagraph 1(a) of the Outparcel 10 CCRs.

7. Ratification. Except as expressly modified and amended herein, the Original Declaration is and shall remain unchanged and in full force and effect. As modified and amended hereby, the Original Declaration is expressly ratified and confirmed by the parties hereto.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, AF LLC and CP have caused this First Amendment to be executed under seal as of the day, month and year first above written.

"AF LLC":

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration
Date: 7-16-12

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: Steve V Yarbrough
Title: Executive Vice President

(CORPORATE SEAL)

"CP":

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Commission Expiration Date:
7-16-12

(NOTARY SEAL)

CP – FORSYTH INVESTMENTS LLC,
a Georgia limited liability company

By: COUSINS PROPERTIES INCORPORATED,
a Georgia corporation, its sole Member

By: _____
Name: Steve V Yarbrough
Title: Executive Vice President

(CORPORATE SEAL)

EXHIBIT "A"

SITE PLAN

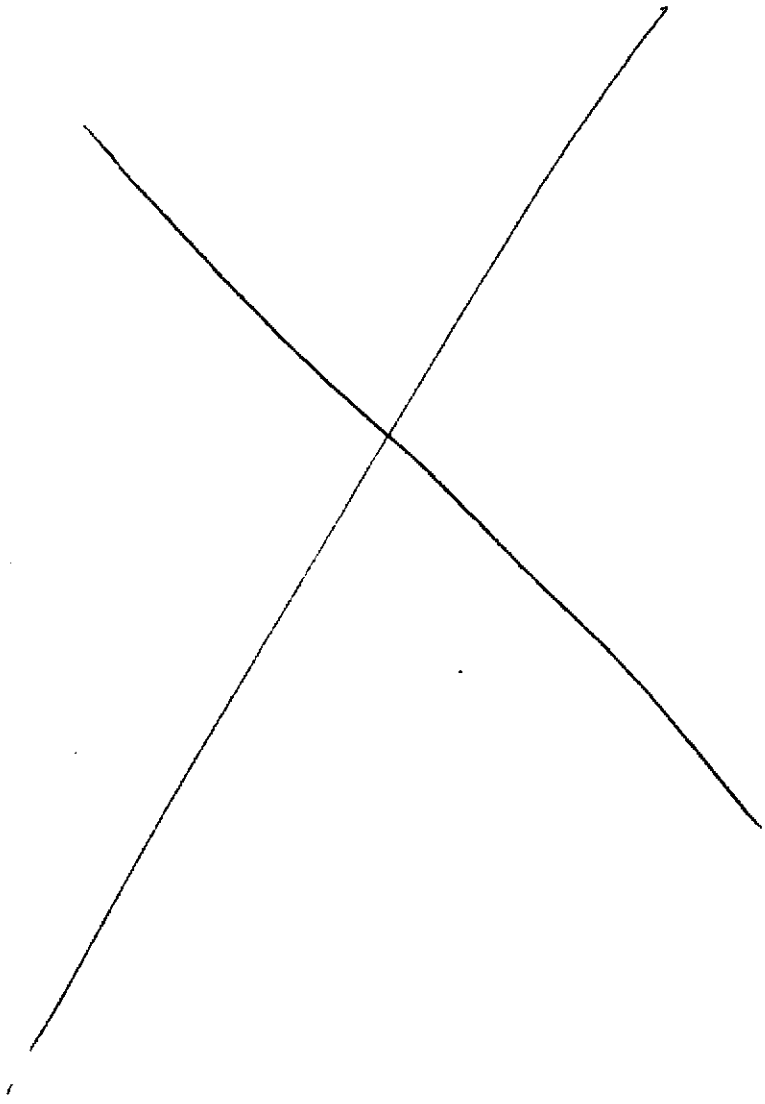


EXHIBIT "A"
SITE PLAN

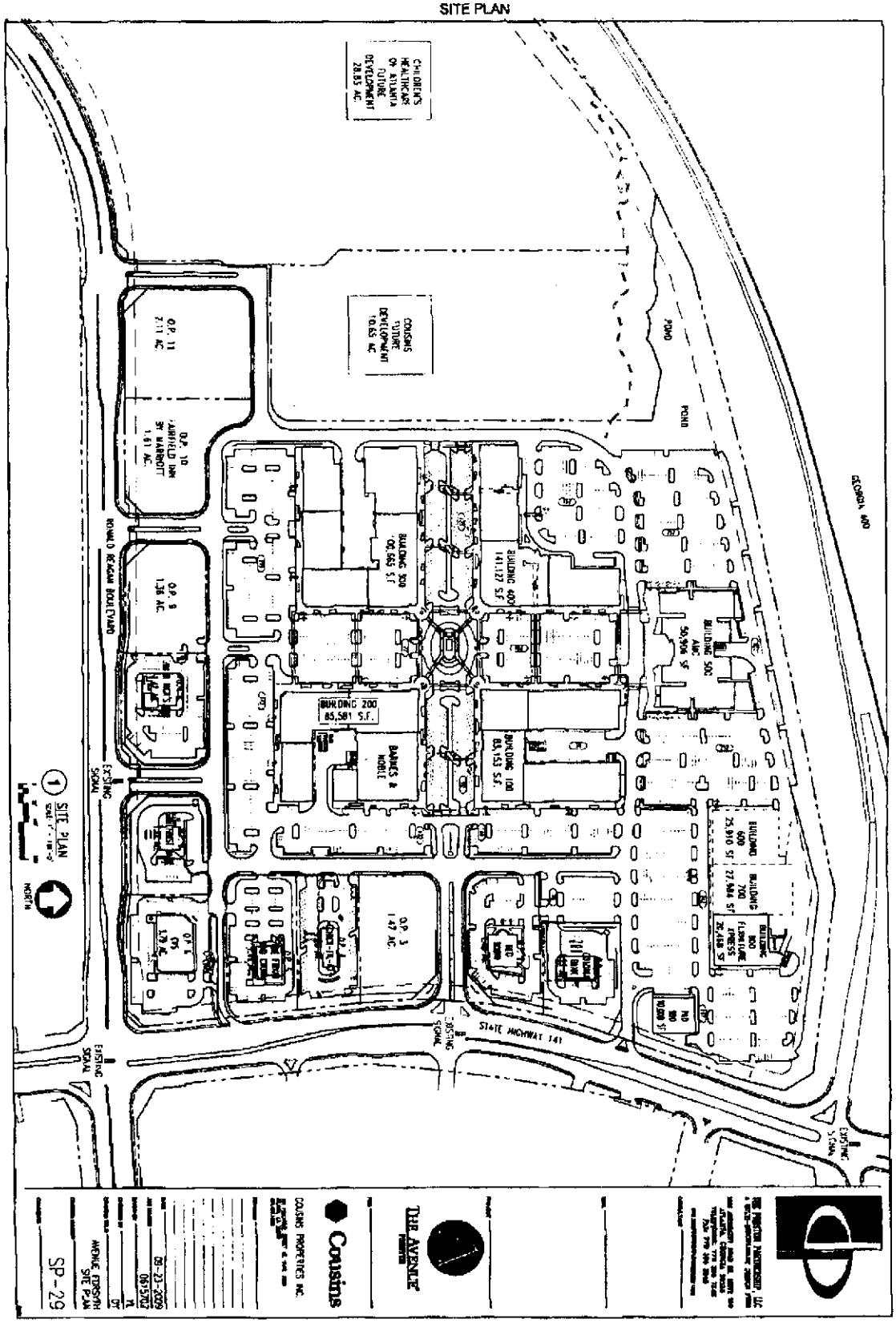


EXHIBIT "B"

The Avenue Forsyth
"Outparcel Ten"

All that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84° 52' 29" West, 99.85 feet; thence, South 88° 13' 23" West, 181.81 feet; thence, South 88° 13' 23" West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88° 13' 23" West, 248.49 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running
2. North 01° 46' 37" West, 330.00 feet; thence,
3. North 88° 13' 23" East, 23.87 feet; thence,
4. 60.45 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 50° 02' 54" East, 55.25 feet; thence,
5. 137.65 feet along the arc of a curve deflecting to the left, having a radius of 94.50 feet and a chord bearing and distance of South 50° 02' 58" East, 125.60 feet; thence,
6. North 88° 13' 23" East, 97.02 feet; thence,
7. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet; thence,
8. South 01° 46' 37" East, 119.17 feet; thence,
9. South 43° 19' 30" West, 69.19 feet to the Point of Beginning.

Said property containing 70,108 square feet or 1.6095 acres of land, more or less, as shown on that certain Final Plat for The Avenue Forsyth (Phase I), prepared by Terramark Professional Land Surveying, certified by Paul B. Cannon, G.R.L.S. (Reg. No. 2928), dated January 21, 2009.

The Avenue Forsyth
"Outparcel Eleven"

All that tract or parcel of land lying and being in Land Lot 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84° 52' 29" West, 99.85 feet; thence, South 88° 13' 23" West, 181.81 feet; thence, South 88° 13' 23" West, 185.56 feet; thence, South 88° 13' 23" West, 248.49 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88° 13' 23" West, 223.64 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway
2. North 47° 32' 54" West, 86.36 feet; thence,
3. North 01° 46' 37" West, 228.26 feet; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43° 13' 23" East, 58.69 feet; thence,
5. North 88° 13' 23" East, 244.02 feet; thence,
6. South 01° 46' 37" East, 330.00 feet to the Point of Beginning.

Said property containing 91,988 square feet or 2.1117 acres of land, more or less, as shown on that certain Final Plat for The Avenue Forsyth (Phase I), prepared by Terramark Professional Land Surveying, certified by Paul B. Cannon, G.R.L.S. (Reg. No. 2928), dated January 21, 2009.

EXHIBIT "C"

LEGAL DESCRIPTION OF SHOPPING CENTER TRACT

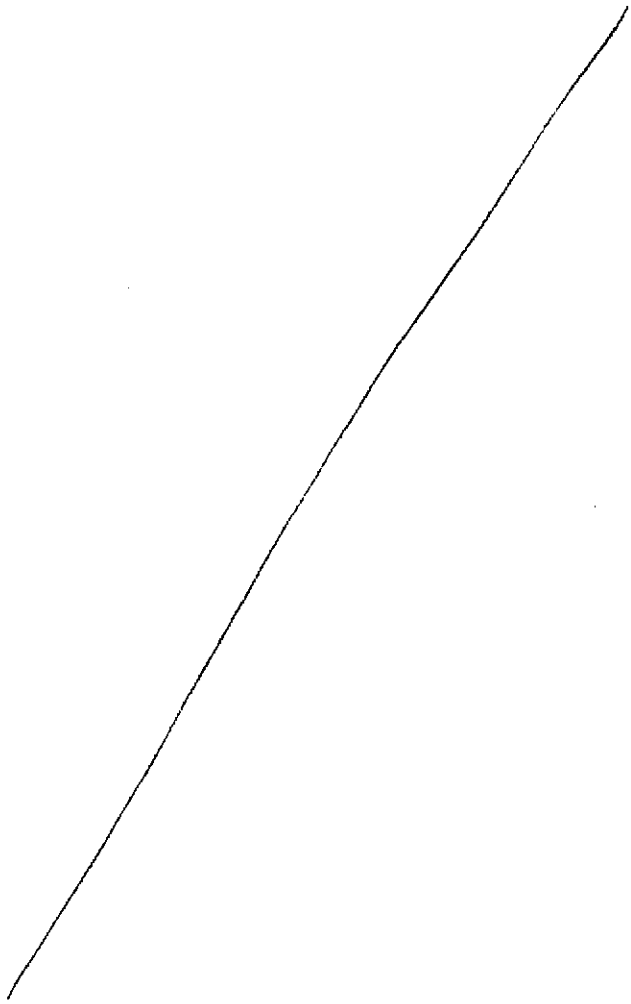


EXHIBIT "C"

The Avenue Forsyth
"Shopping Center Tract"

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

1. South 13° 21' 19" West, 122.30 feet to a point; thence,
2. South 17° 45' 27" West, 362.84 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
3. North 65° 02' 30" West, 73.98 feet to a point; thence,
4. South 88° 13' 23" West, 224.42 feet to a point; thence,
5. South 01° 46' 37" East, 213.00 feet to a point; thence,
6. South 88° 13' 23" West, 124.00 feet to a point; thence,
7. South 01° 46' 37" East, 151.50 feet to a point; thence,
8. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
9. North 88° 13' 23" East, 210.25 feet to a point; thence,
10. North 46° 29' 56" East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
11. 221.90 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 02° 02' 06" West, 221.67 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
12. North 46° 27' 19" West, 98.28 feet to a point; thence,
13. South 88° 13' 23" West, 211.96 feet to a point; thence,
14. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
15. South 01° 46' 37" East, 470.00 feet to a point; thence,
16. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
17. North 88° 13' 23" East, 278.39 feet to a point; thence,
18. 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61° 02' 30" East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
19. South 07° 55' 10" East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
20. 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78° 36' 11" West, 22.18 feet to a point; thence,
21. South 88° 13' 23" West, 235.33 feet to a point; thence,
22. 21.76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43° 42' 36" West, 19.63 feet to a point; thence,

23. South 00° 48' 09" East, 7.74 feet to a point; thence,
24. South 88° 13' 23" West, 271.85 feet to a point; thence,
25. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
26. South 01° 46' 37" East, 106.91 feet to a point; thence,
27. South 46° 42' 02" East, 86.28 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway (having a variable Right-of-Way); thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
28. South 88° 13' 23" West, 31.86 feet to a point; thence,
29. North 60° 17' 16" West, 19.16 feet to a point; thence,
30. South 88° 13' 23" West, 45.73 feet to a point; thence,
31. South 01° 46' 38" East, 15.18 feet to a point; thence,
32. South 88° 13' 22" West, 9.00 feet to a point; thence,
33. North 01° 46' 37" West, 40.18 feet to a point; thence,
34. South 88° 13' 23" West, 30.27 feet to a point; thence,
35. South 01° 46' 37" East, 25.00 feet to a point; thence,
36. South 88° 13' 23" West, 25.00 feet to a point; thence,
37. South 43° 13' 23" West, 31.13 feet to a point; thence,
38. South 88° 13' 23" West, 16.83 feet to a point; thence, leaving the said Right-of-Way of Ronald Reagan Parkway
39. North 43° 13' 40" East, 86.42 feet to a point; thence,
40. North 01° 46' 37" West, 118.90 feet to a point; thence,
41. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet to a point, thence,
42. South 88° 13' 23" West, 502.00 feet to a point; thence,
43. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
44. South 01° 46' 37" East, 107.44 feet to a point; thence,
45. South 47° 14' 35" East, 86.35 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway; thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
46. South 88° 13' 23" West, 168.85 feet to a point; thence,
47. South 43° 13' 23" West, 16.97 feet to a point; thence,
48. South 88° 13' 23" West, 584.40 feet to a point; thence,
49. 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86° 12' 59" West, 73.54 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway
50. North 43° 13' 42" East, 34.77 feet to a point; thence,
51. North 88° 13' 25" East, 20.00 feet to a point; thence,
52. North 01° 45' 53" West, 25.00 feet to a point; thence,
53. North 88° 10' 02" East, 1.25 feet to a point; thence,
54. North 01° 46' 37" West, 215.60 feet to a point; thence,
55. North 28° 13' 23" East, 19.66 feet to a point; thence,
56. North 01° 46' 37" West, 115.36 feet to a point; thence,
57. North 88° 13' 23" East, 355.65 feet to a point; thence,
58. 77.75 feet along the arc of a curve deflecting to the left, having a radius of 49.50 feet and a chord bearing and distance of North 43° 13' 23" East, 70.00 feet to a point; thence,
59. North 01° 46' 37" West, 951.75 feet to a point; thence,
60. North 81° 01' 22" West, 127.25 feet to a point; thence,
61. South 67° 55' 30" West, 66.08 feet to a point; thence,
62. South 53° 56' 35" West, 26.56 feet to a point; thence,

63. North 80° 32' 07" West, 45.35 feet to a point; thence,
64. South 69° 05' 40" West, 28.47 feet to a point; thence,
65. North 41° 57' 40" West, 49.83 feet to a point; thence,
66. South 70° 47' 46" West, 60.76 feet to a point; thence,
67. North 85° 14' 26" West, 84.43 feet to a point; thence,
68. South 68° 38' 52" West, 37.47 feet to a point; thence,
69. South 82° 53' 10" West, 16.25 feet to a point; thence,
70. North 19° 02' 14" West, 2.16 feet to a point; thence,
71. North 85° 08' 38" West, 80.71 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400; thence, running with the aforesaid Right-of-Way of Georgia State Highway 400
72. North 62° 03' 32" East, 210.22 feet to a point; thence,
73. North 73° 20' 13" East, 815.65 feet to a point; thence,
74. North 76° 43' 36" East, 1054.76 feet to a point; thence,
75. South 84° 11' 20" East, 484.66 feet to a point; thence,
76. South 33° 25' 42" East, 89.60 feet to the point of beginning containing 2,429,905 square feet or 55.7829 acres of land, more or less.

LESS AND EXCEPT the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84° 52' 29" West, 99.85 feet; thence, South 88° 13' 23" West, 181.81 feet; thence, South 88° 13' 23" West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88° 13' 23" West, 472.13 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running
2. North 47° 32' 54" West, 86.36 feet to a point; thence,
3. North 01° 46' 37" West, 228.26 feet to a point; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43° 13' 23" East, 58.69 feet to a point; thence,
5. North 88° 13' 23" East, 267.89 feet to a point; thence,
6. 60.45 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 50° 02' 54" East, 55.25 feet; thence,
7. 137.65 feet along the arc of a curve deflecting to the left, having a radius of 94.50 feet and a chord bearing and distance of South 50° 02' 58" East, 125.80 feet; thence,

8. North 88° 13' 23" East, 97.02 feet; thence,
9. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet; thence,
10. South 01° 46' 37" East, 119.17 feet; thence,
11. South 43° 19' 30" West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the Point of Beginning, containing 162,096 square feet or 3.7212 acres of land, more or less.

Said property contains 2,307,232 square feet or 52.9668 acres of land, more or less, as shown on that certain Final Plat for The Avenue Forsyth (Phase I), prepared by Terramark Professional Land Surveying, certified by Paul B. Cannon, G.R.L.S. (Reg. No. 2928), dated January 21, 2009.

TOGETHER WITH the following "Right of Way Dedication Parcels":

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 68.98 feet to a point and the Point of Beginning as thus described.

Thence from said Point of Beginning as thus described and continuing along the northerly Right of Way of Ronald Reagan Parkway South 88° 13' 23" West, 461.49 feet to a point; thence, leaving the aforesaid Right of Way North 43° 13' 23" East, 31.13 feet to a point; thence, North 88° 13' 23" East, 25.00 feet to a point; thence, North 01° 46' 37" West, 25.00 feet to a point; thence, North 88° 13' 23" East, 30.27 feet to a point; thence, South 01° 46' 37" East, 40.18 feet to a point; thence, North 88° 13' 22" East, 9.00 feet to a point; thence, North 01° 46' 38" West, 15.18 feet to a point; thence, North 88° 13' 23" East, 45.73 feet to a point; thence, South 60° 17' 16" East, 19.16 feet to a point; thence, North 88° 13' 23" East, 213.60 feet to a point; thence, South 84° 54' 09" East, 100.26 feet to a point on the aforesaid Right of Way of Ronald Reagan Parkway and the Point of Beginning, containing 6,722 square feet or 0.1543 acres of land, more or less.

AND

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West,

122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 68.98 feet to a point thence South 88° 13' 23" West, 659.71 feet and the Point of Beginning as thus described.

Thence from said Point of Beginning as thus described and continuing along the said northerly Right of Way of Ronald Reagan Parkway South 88° 13' 23" West, 461.79 feet to a point; thence, leaving the said Right of Way North 43° 13' 23" East, 16.97 feet to a point; thence, North 88° 13' 23" East, 350.66 feet to a point; thence, South 84° 52' 29" East, 99.85 feet to a point on the aforesaid Right of Way and the point of beginning, containing 4,875 square feet or 0.1119 acres of land, more or less.

EXHIBIT "D-1"

Legal Description of Driveway Area

The Avenue Forsyth
"New Driveway Area"

All that tract or parcel of land lying and being in Land Lots 487, 488, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, Commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 294.63 feet to a point and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141,

1. South 17° 45' 27" West, 32.89 feet; thence, leaving the said westerly right-of-way line of Georgia State Route 141
2. South 88° 13' 23" West, 434.29 feet; thence,
3. South 01° 46' 37" East, 164.00 feet; thence,
4. North 88° 13' 23" East, 132.00 feet; thence,
5. South 01° 46' 37" East, 25.00 feet; thence,
6. South 88° 13' 23" West, 124.00 feet; thence,
7. South 01° 46' 37" East, 175.50 feet; thence,
8. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet; thence,
9. North 88° 13' 23" East, 286.72 feet to a point on the said westerly right-of-way line of Georgia State Route 141; thence, run along the said line of Georgia State Route 141
10. 75.16 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 01° 53' 33" West, 75.15 feet; thence, leaving the aforesaid line of Georgia State Route 141
11. South 88° 13' 23" West, 281.91 feet; thence,
12. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet; thence,
13. South 01° 46' 37" East, 470.00 feet; thence,
14. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet; thence,
15. North 88° 13' 23" East, 278.39 feet; thence,
16. 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61° 02' 30" East, 51.62 feet; thence, to a point on the aforesaid line of Georgia State Route 141; thence run with the said line of State Route 141
17. South 07° 55' 10" East, 45.64 feet; thence, leaving the aforesaid line of Georgia State Route 141
18. 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78° 36' 11" West, 22.18 feet; thence,

19. South 88° 13' 23" West, 235.33 feet; thence,
20. 21.76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43° 42' 36" West, 19.63 feet; thence,
21. South 00° 48' 09" East, 7.74 feet; thence,
22. South 88° 13' 23" West, 271.85 feet; thence,
23. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet; thence,
24. South 01° 46' 37" East, 180.00 feet to a point on the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said line of Ronald Reagan Parkway
25. South 88° 13' 23" West, 75.00 feet; thence, leaving the aforesaid line of Ronald Reagan Parkway
26. North 01° 46' 37" West, 180.00 feet; thence,
27. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet; thence,
28. South 88° 13' 23" West, 502.00 feet; thence,
29. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet; thence,
30. South 01° 46' 37" East, 180.00 feet to a point on the aforesaid line of Ronald Reagan Parkway; thence, run with the said line of Ronald Reagan Parkway
31. South 88° 13' 23" West, 75.00 feet; thence, leaving the aforesaid line of Ronald Reagan Parkway
32. North 01° 46' 37" West, 180.00 feet; thence,
33. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet; thence,
34. South 88° 13' 23" West, 97.02 feet; thence,
35. 137.65 feet along the arc of a curve deflecting to the right, having a radius of 94.50 feet and a chord bearing and distance of North 50° 02' 56" West, 125.80 feet; thence,
36. 60.45 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 50° 02' 58" West, 55.24 feet; thence,
37. South 88° 13' 23" West, 267.89 feet; thence,
38. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet; thence,
39. South 01° 46' 37" East, 300.50 feet to a point on the aforesaid line of Ronald Reagan Parkway; thence, run with the said line of Ronald Reagan Parkway
40. South 88° 13' 23" West, 45.88 feet; thence,
41. 21.32 feet along the arc of a curve deflecting to the left, having a radius of 1,050.00 feet and a chord bearing and distance of South 87° 38' 29" West, 21.32 feet; thence, leaving the aforesaid line of Ronald Reagan Parkway
42. North 01° 46' 37" West, 266.72 feet; thence,
43. North 24° 32' 32" East, 14.66 feet; thence,
44. North 01° 46' 37" West, 107.36 feet; thence,
45. North 88° 13' 23" East, 369.89 feet; thence,
46. 125.99 feet along the arc of a curve deflecting to the right, having a radius of 88.50 feet and a chord bearing and distance of South 50° 02' 57" East, 115.15 feet; thence,
47. 72.10 feet along the arc of a curve deflecting to the left, having a radius of 49.50 feet and a chord bearing and distance of South 50° 02' 57" East, 65.89 feet; thence,
48. North 88° 13' 23" East, 1042.50 feet; thence,
49. North 01° 46' 37" West, 1067.00 feet; thence,
50. North 88° 13' 23" East, 482.29 feet to the POINT OF BEGINNING.

Said property containing 232,681 square feet or 5.3416 acres of land, more or less, as shown on that certain Ingress/Egress Easement Exhibit For The Avenue Forsyth, prepared by Terramark Professional Land Surveying, dated September 23, 2009.

EXHIBIT "D-2"

DEPICTION OF DRIVEWAY AREA

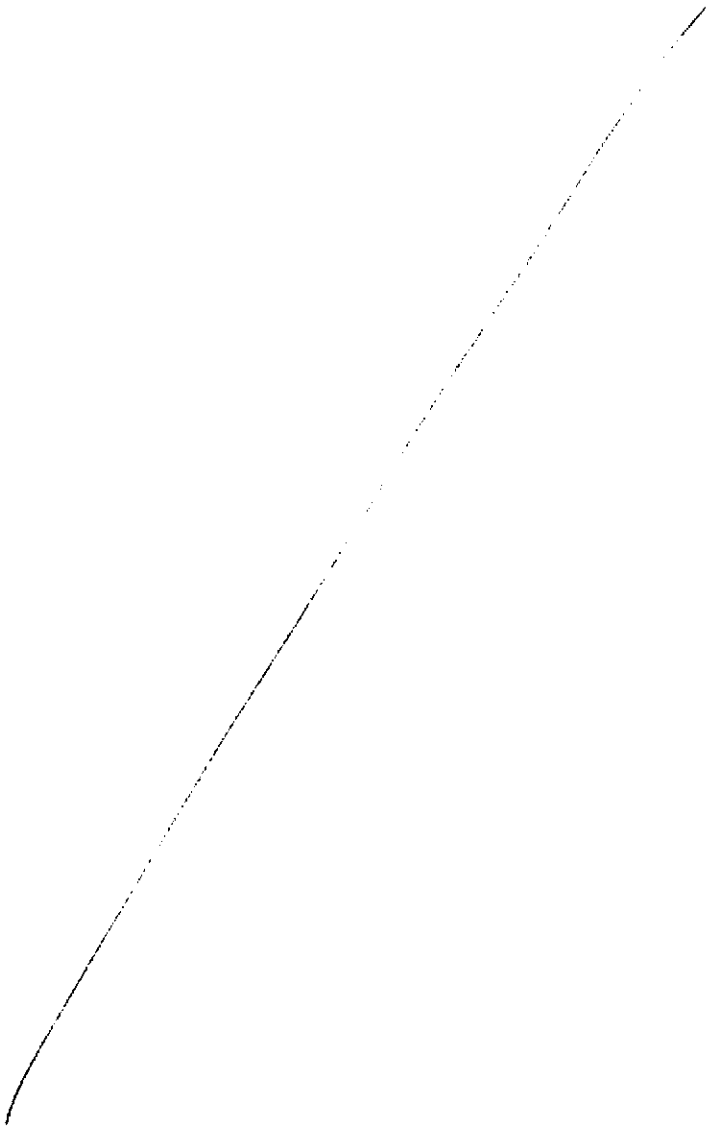
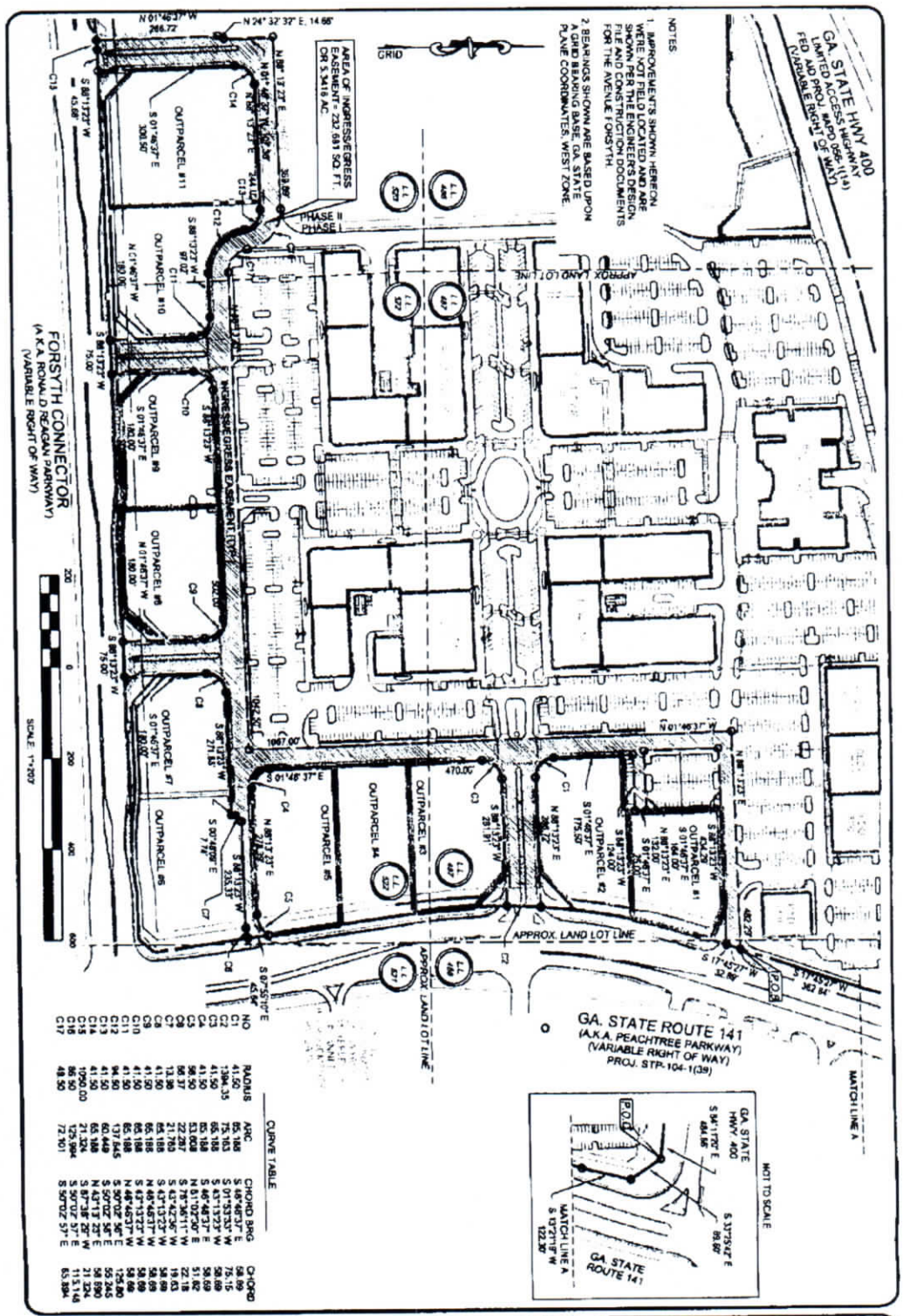


EXHIBIT "D-2"

DEPICITION OF DRIVEWAY AREA



CURVE TABLE

NO	RADIUS	ARC	CHORD BRG	CHORD
C1	41.50	85.188	S 48°46'37" E	58.69
C2	1394.35	75.163	S 01°53'33" W	75.15
C3	41.50	85.188	S 43°13'23" W	58.69
C4	41.50	85.188	S 48°46'37" E	58.69
C5	58.50	53.608	N 61°02'30" E	51.82
C6	86.37	22.287	S 78°36'11" W	22.18
C7	13.98	21.780	S 43°42'36" W	19.63
C8	41.50	85.188	S 43°13'23" W	58.69
C9	41.50	85.188	N 48°46'37" W	58.69
C10	41.50	85.188	S 43°13'23" W	58.69
C11	41.50	85.188	N 48°46'37" W	58.69
C12	94.50	137.645	S 50°02'56" E	125.80
C13	41.50	60.449	S 50°02'56" E	55.245
C14	41.50	85.188	N 43°13'23" E	58.690
C15	1050.00	21.324	S 87°38'29" W	21.324
C16	86.50	125.994	S 50°02'57" E	115.148
C17	48.50	72.101	S 50°02'57" E	65.894

SHEET NO. 1

INGRESS/EGRESS EASEMENT EXHIBIT FOR THE AVENUE FORSYTH
LOCATED IN
LAND LOTS 487, 488, 522, & 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

Project No.	2008-001	NO	Revision	Date
Survey Crew	DB	1		
Drawn By:	JOW	2		
Approved By:	PBC	3		
Date:	9/23/09	4		

SURVEY\2008-001\DGN\ACCXBT.DGN

TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, GA 30180
Phone No. (770) 421-1927
Fax No. (678) 941-1111
TerraMark Professional Land Surveying

EXHIBIT "E"

DEPICTION OF RETAINING WALLS

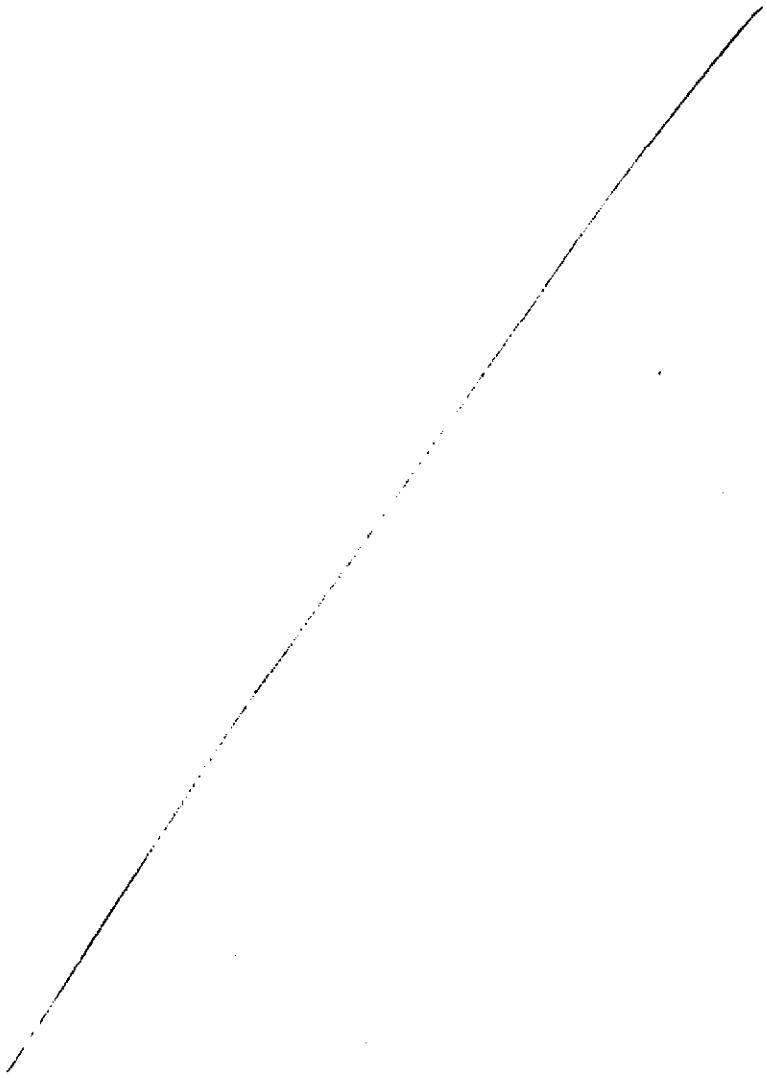
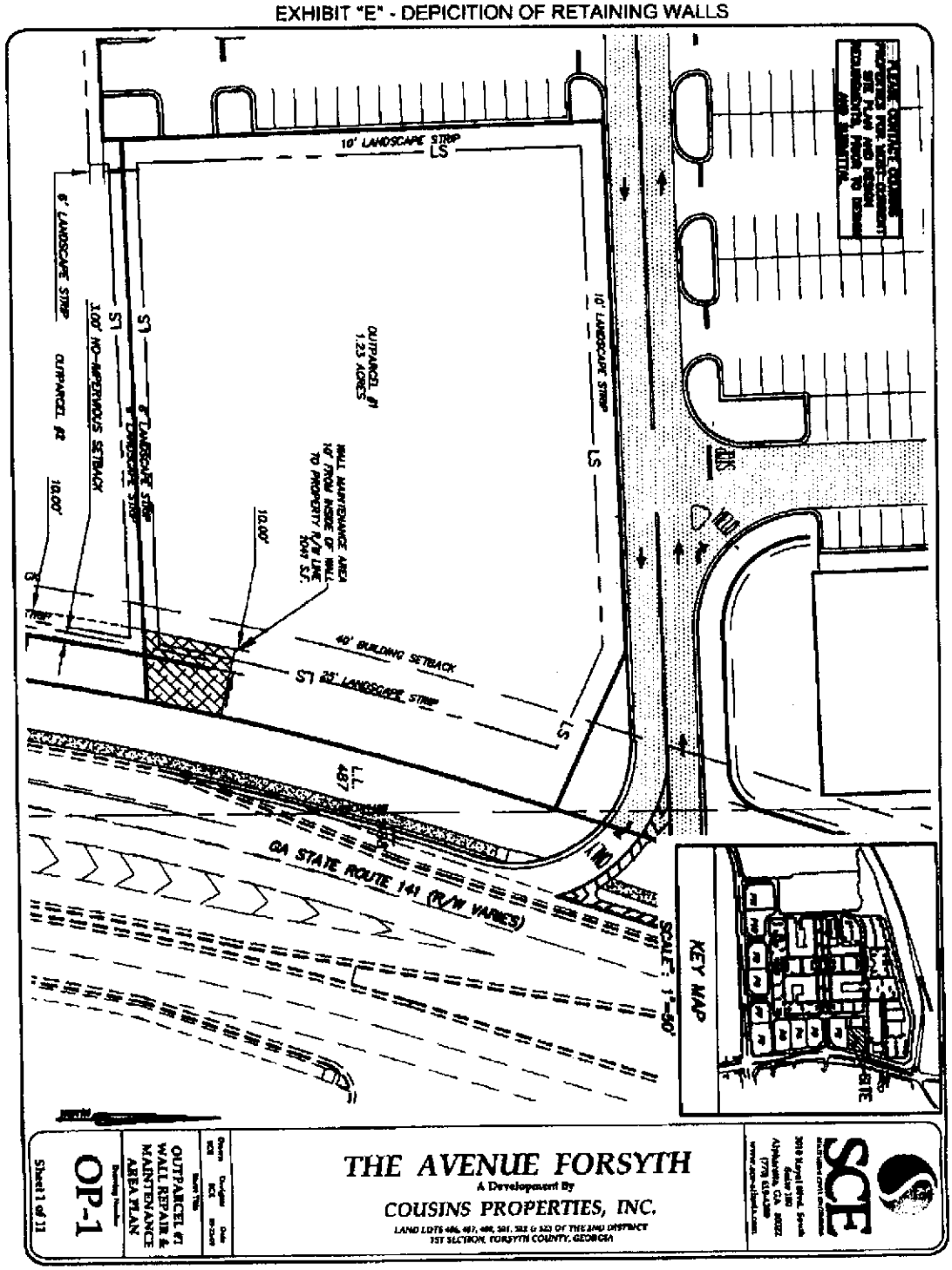
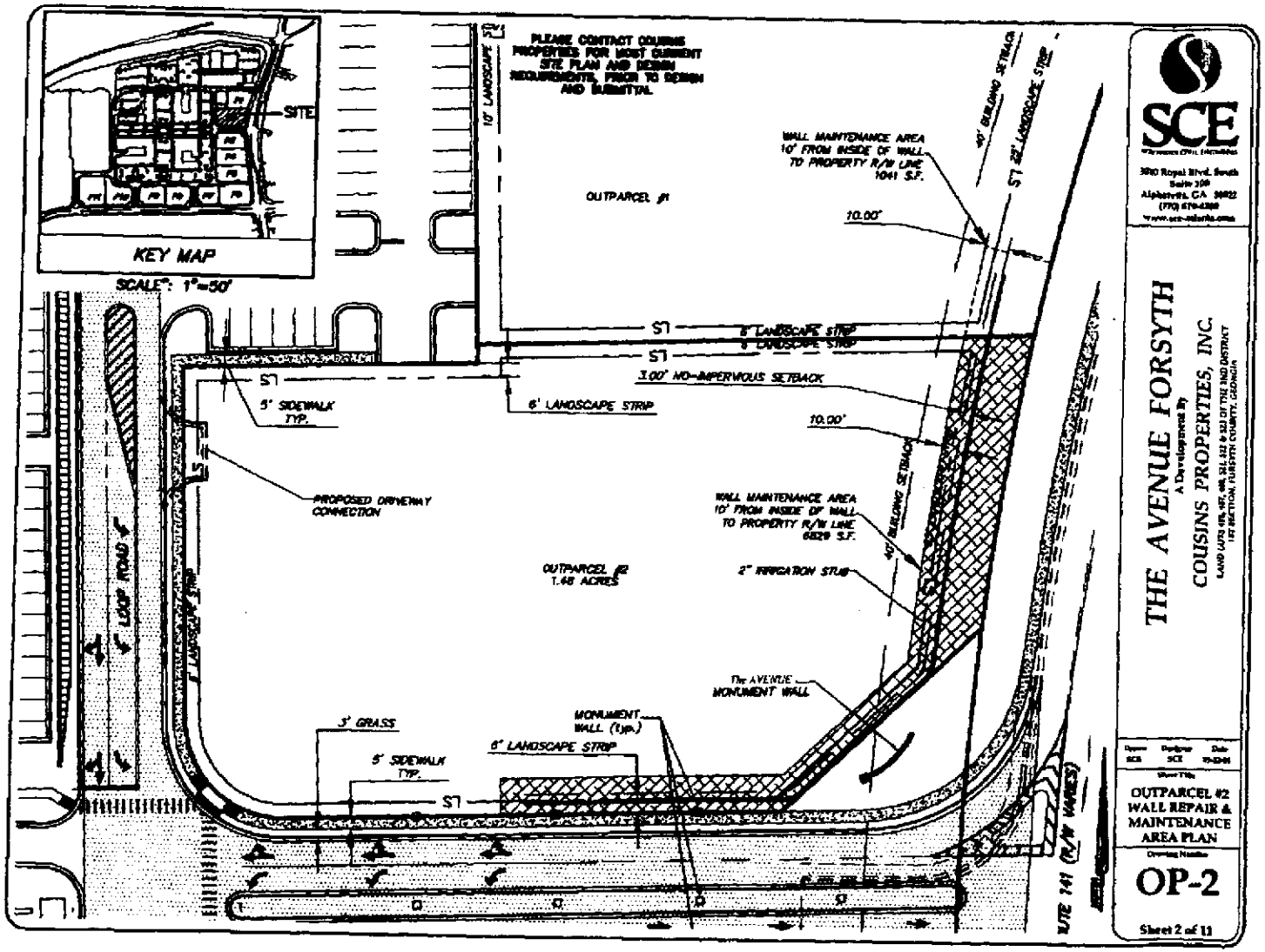
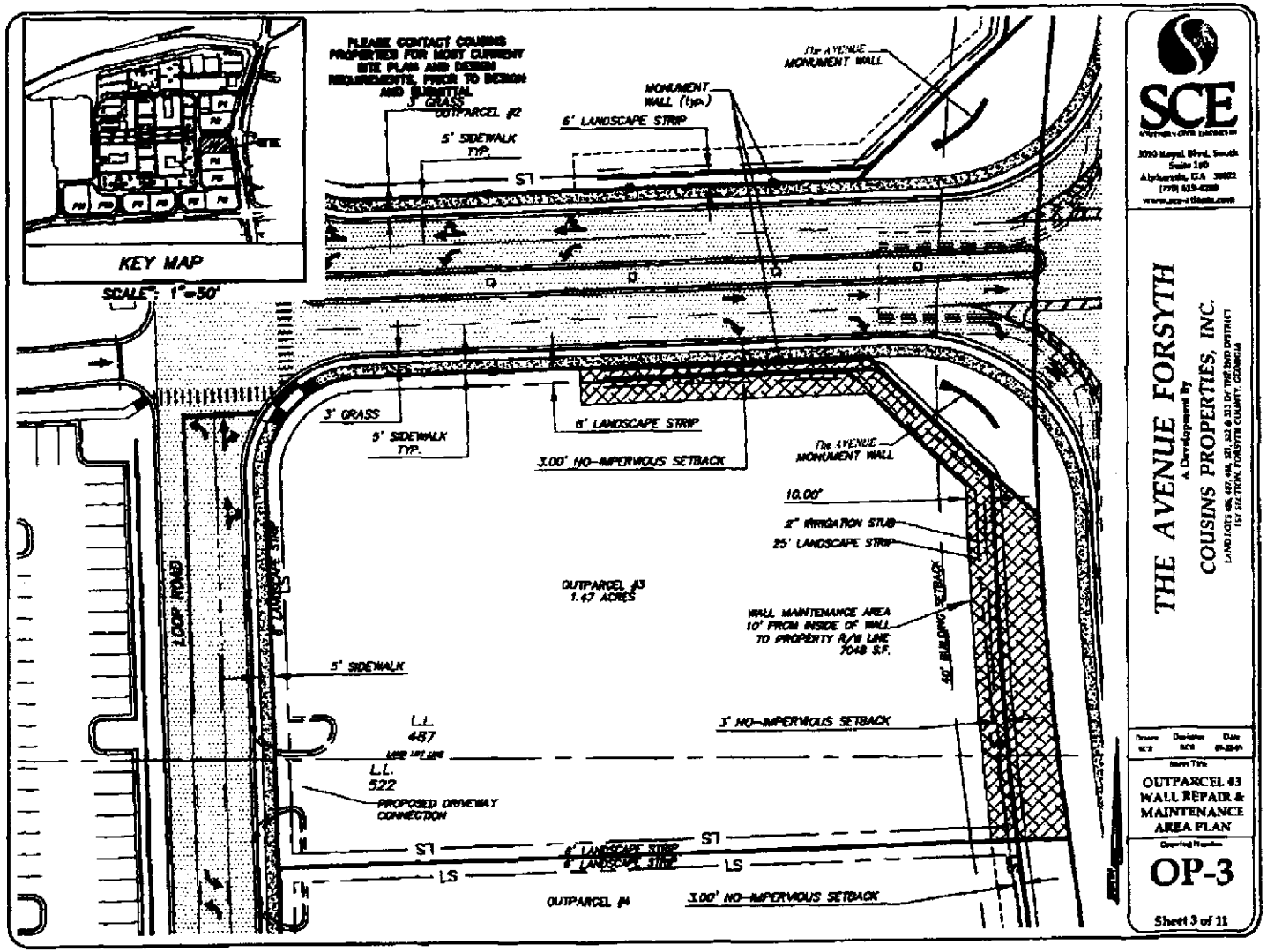
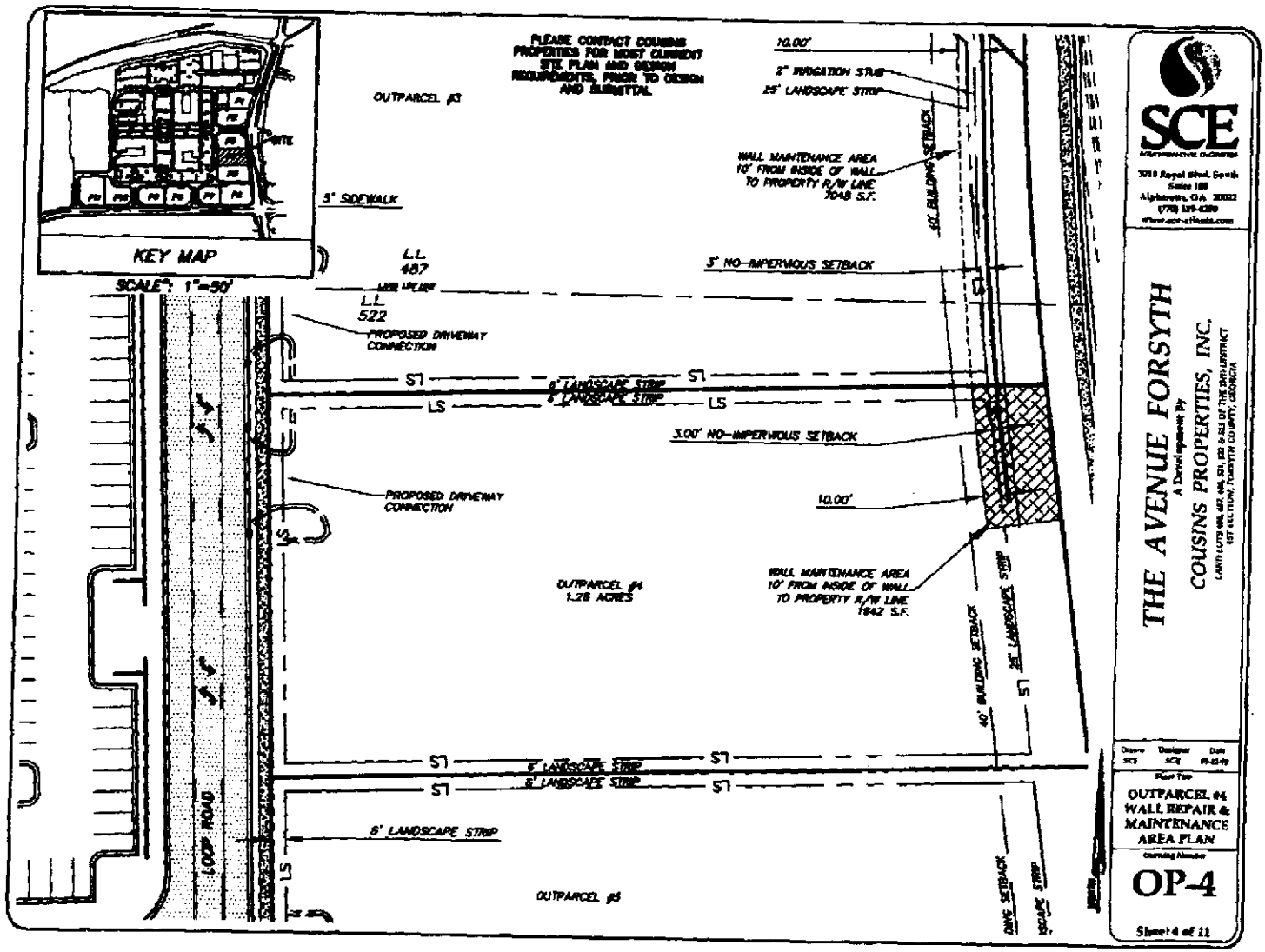


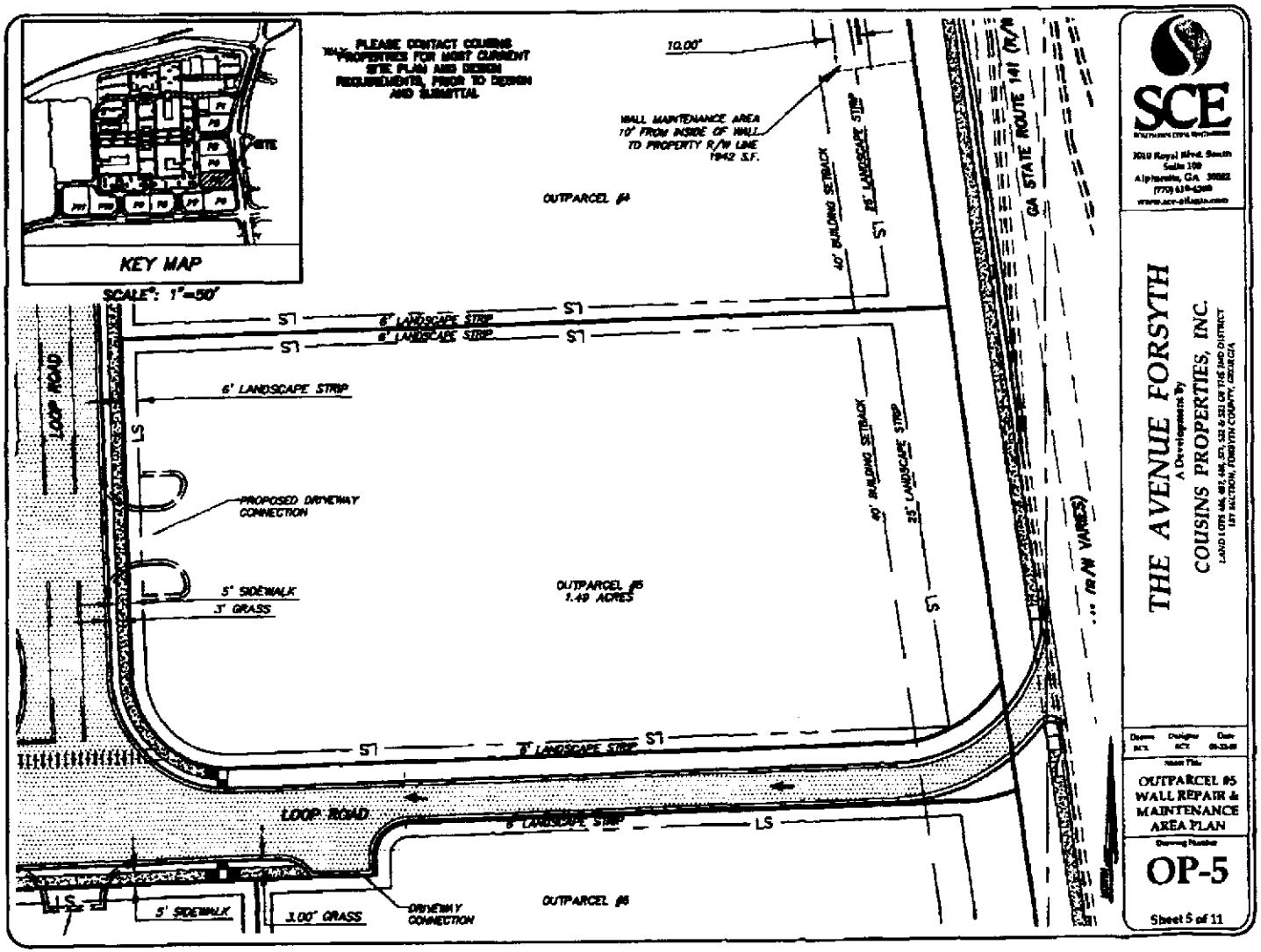
EXHIBIT "E" - DEPICITION OF RETAINING WALLS



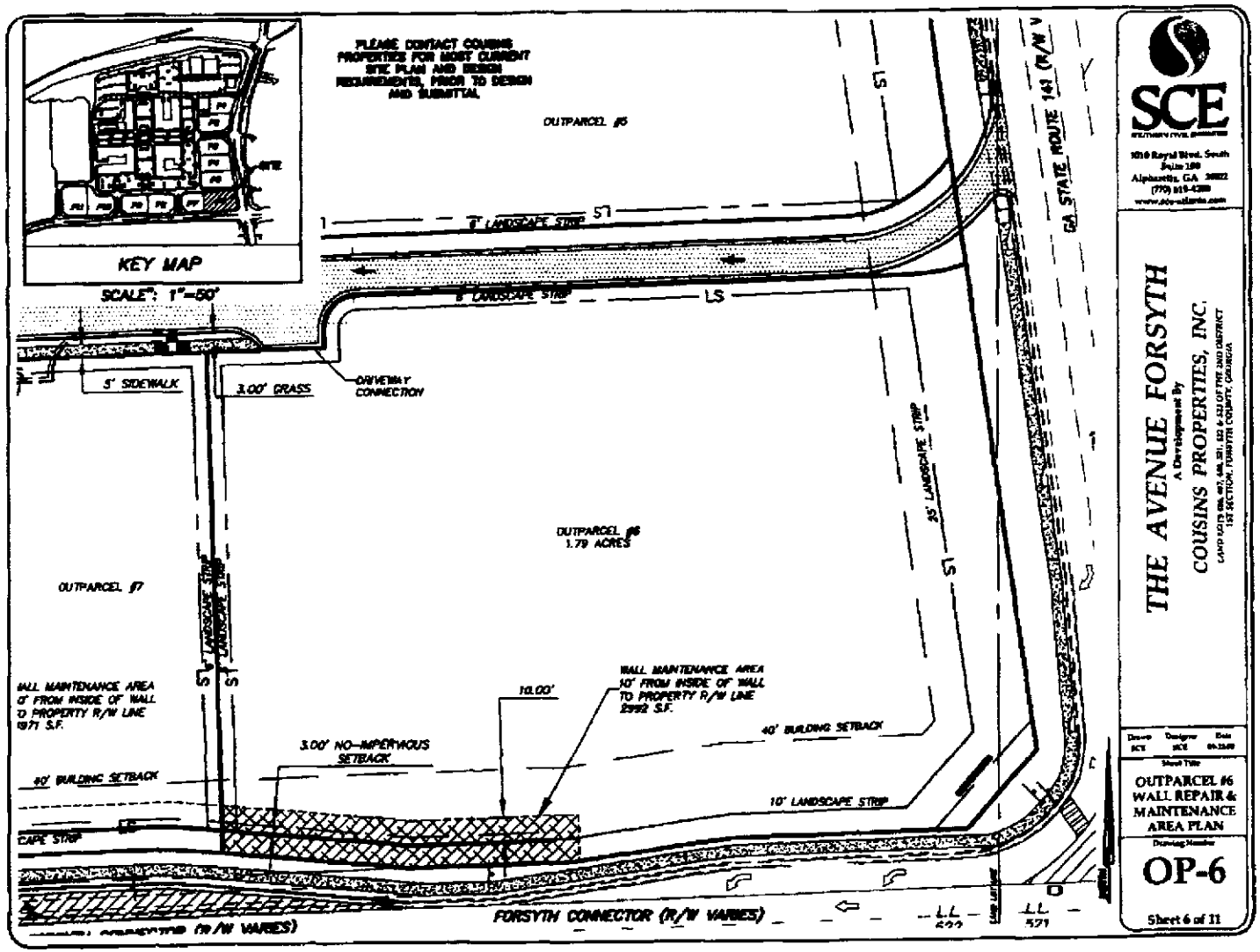

KEY MAP
SITE
SCALE: 1"=50'
PLEASE CONTACT COUSINS PROPERTIES FOR MOST CURRENT SITE PLAN AND DESIGN REQUIREMENTS, PRIOR TO DESIGN AND SUBMITTAL
10' LANDSCAPE STRIP
OUTPARCEL #1
WALL MAINTENANCE AREA 10' FROM INSIDE OF WALL TO PROPERTY R/W LINE 1041 S.F.
40' BUILDING SETBACK
25' LANDSCAPE STRIP
10.00'
6' LANDSCAPE STRIP
6' LANDSCAPE STRIP
3.00' NO-IMPERVIOUS SETBACK
5' SIDEWALK TYP.
6' LANDSCAPE STRIP
10.00'
PROPOSED DRIVEWAY CONNECTION
WALL MAINTENANCE AREA 10' FROM INSIDE OF WALL TO PROPERTY R/W LINE 6829 S.F.
40' BUILDING SETBACK
OUTPARCEL #2 1.48 ACRES
2" IRRIGATION STUB
LOOP ROAD
6' LANDSCAPE STRIP
The AVENUE MONUMENT WALL
MONUMENT WALL (typ.)
3' GRASS
6' LANDSCAPE STRIP
5' SIDEWALK TYP.
SITE 141 (R/W VARIES)
SCE
3810 Royal Blvd. South
Suite 300
Alpharetta, GA 30022
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OUTPARCEL #2 WALL REPAIR & MAINTENANCE AREA PLAN
OP-2
Sheet 2 of 11


KEY MAP
SCALE: 1"=50'
PLEASE CONTACT COUSINS PROPERTIES FOR MOST CURRENT SITE PLAN AND DESIGN REQUIREMENTS, PRIOR TO DESIGN AND SUBMITTAL
3' GRASS
OUTPARCEL #2
5' SIDEWALK TYP.
6' LANDSCAPE STRIP
MONUMENT WALL (typ.)
The AVENUE MONUMENT WALL
ST
3' GRASS
5' SIDEWALK TYP.
6' LANDSCAPE STRIP
3.00' NO-IMPERVIOUS SETBACK
The AVENUE MONUMENT WALL
10.00'
2" IRRIGATION STUB
25' LANDSCAPE STRIP
OUTPARCEL #3
1.47 ACRES
WALL MAINTENANCE AREA
10' FROM INSIDE OF WALL
TO PROPERTY R/W LINE
7048 S.F.
40' BUILDING SETBACK
LOOP ROAD
5' SIDEWALK
L.L.
487
L.L.
522
PROPOSED DRIVEWAY CONNECTION
3' NO-IMPERVIOUS SETBACK
ST
6' LANDSCAPE STRIP
6' LANDSCAPE STRIP
LS
OUTPARCEL #4
3.00' NO-IMPERVIOUS SETBACK
SCE
3010 Royal Blvd. South
Suite 100
Alpharetta, GA 30022
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OUTPARCEL #3
WALL REPAIR &
MAINTENANCE
AREA PLAN
OP-3
Sheet 3 of 11

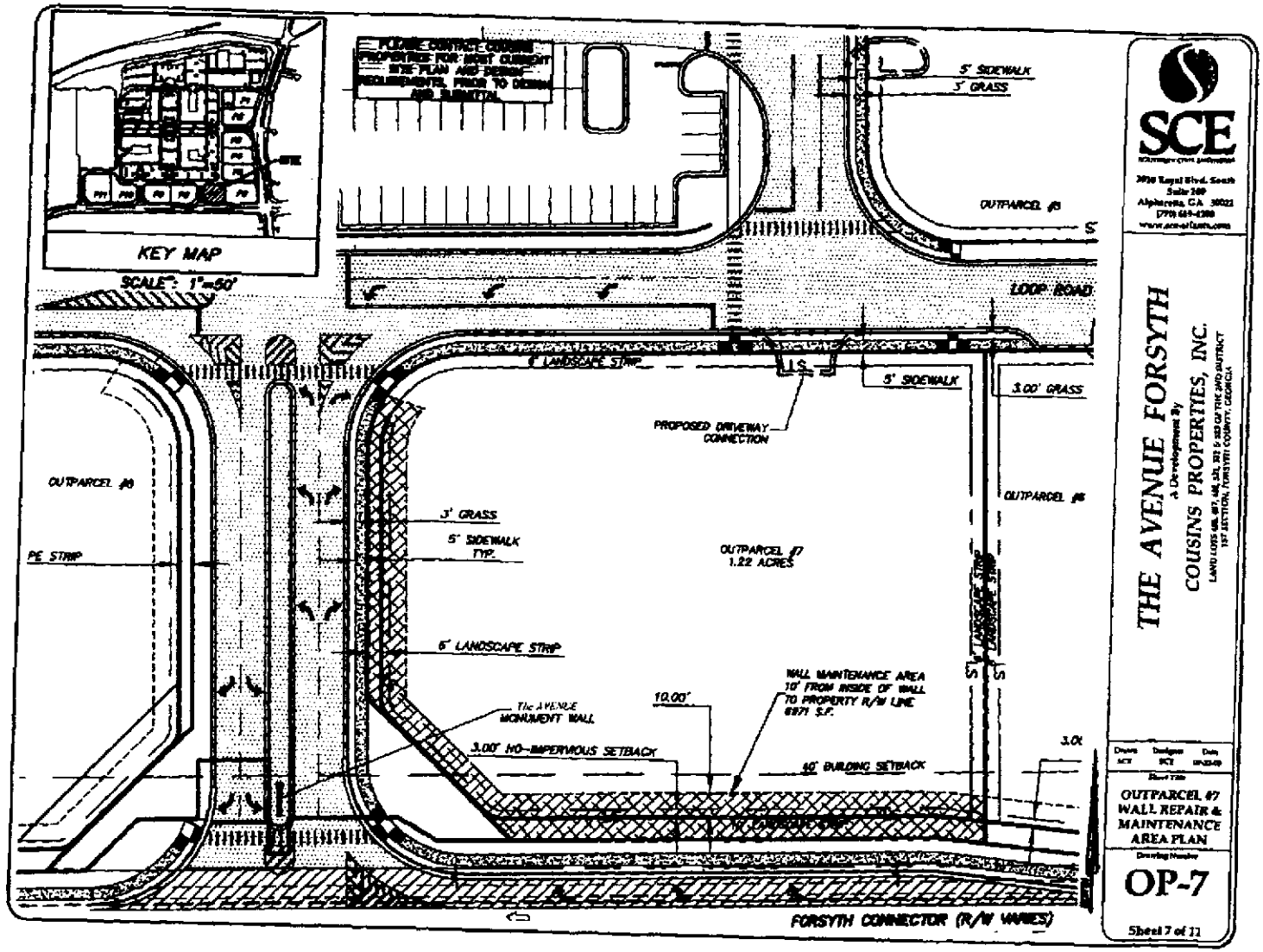

PLEASE CONTACT COUSINS PROPERTIES FOR MOST CURRENT SITE PLAN AND SIGN REQUIREMENTS, PRIOR TO DESIGN AND SUBMITTAL
OUTPARCEL #3
10.00'
2' IRRIGATION STRIP
25' LANDSCAPE STRIP
WALL MAINTENANCE AREA 10' FROM INSIDE OF WALL TO PROPERTY R/W LINE 7048 S.F.
40' BUILDING SETBACK
5' SIDEWALK
KEY MAP
SCALE: 1"=50'
L.L. 487
L.L. 522
5' NO-IMPERVIOUS SETBACK
PROPOSED DRIVEWAY CONNECTION
6' LANDSCAPE STRIP
3.00' NO-IMPERVIOUS SETBACK
10.00'
OUTPARCEL #4 1.28 ACRES
WALL MAINTENANCE AREA 10' FROM INSIDE OF WALL TO PROPERTY R/W LINE 1942 S.F.
LOOP ROAD
OUTPARCEL #5
SCE
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OUTPARCEL #4 WALL REPAIR & MAINTENANCE AREA PLAN
OP-4
Sheet 4 of 11

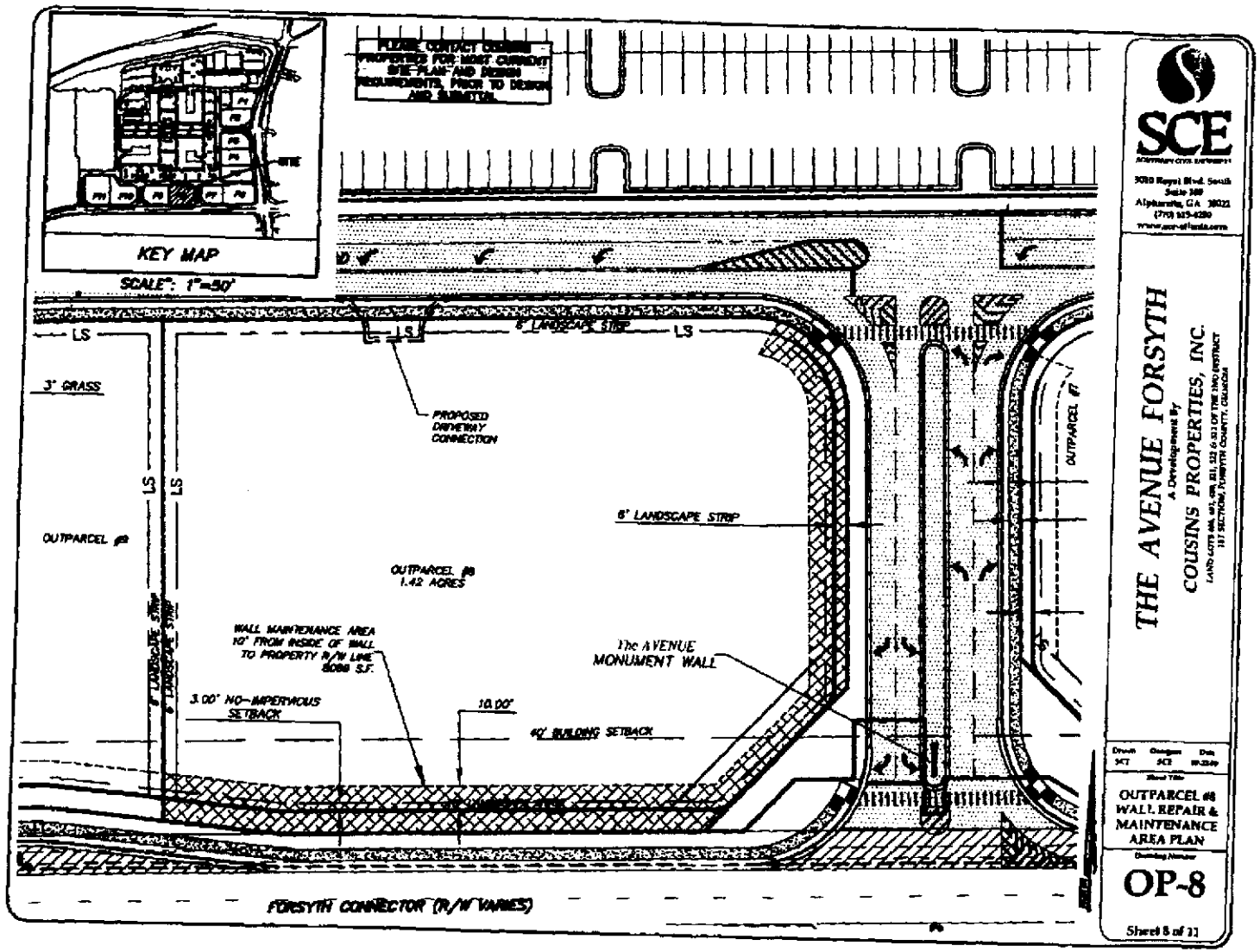


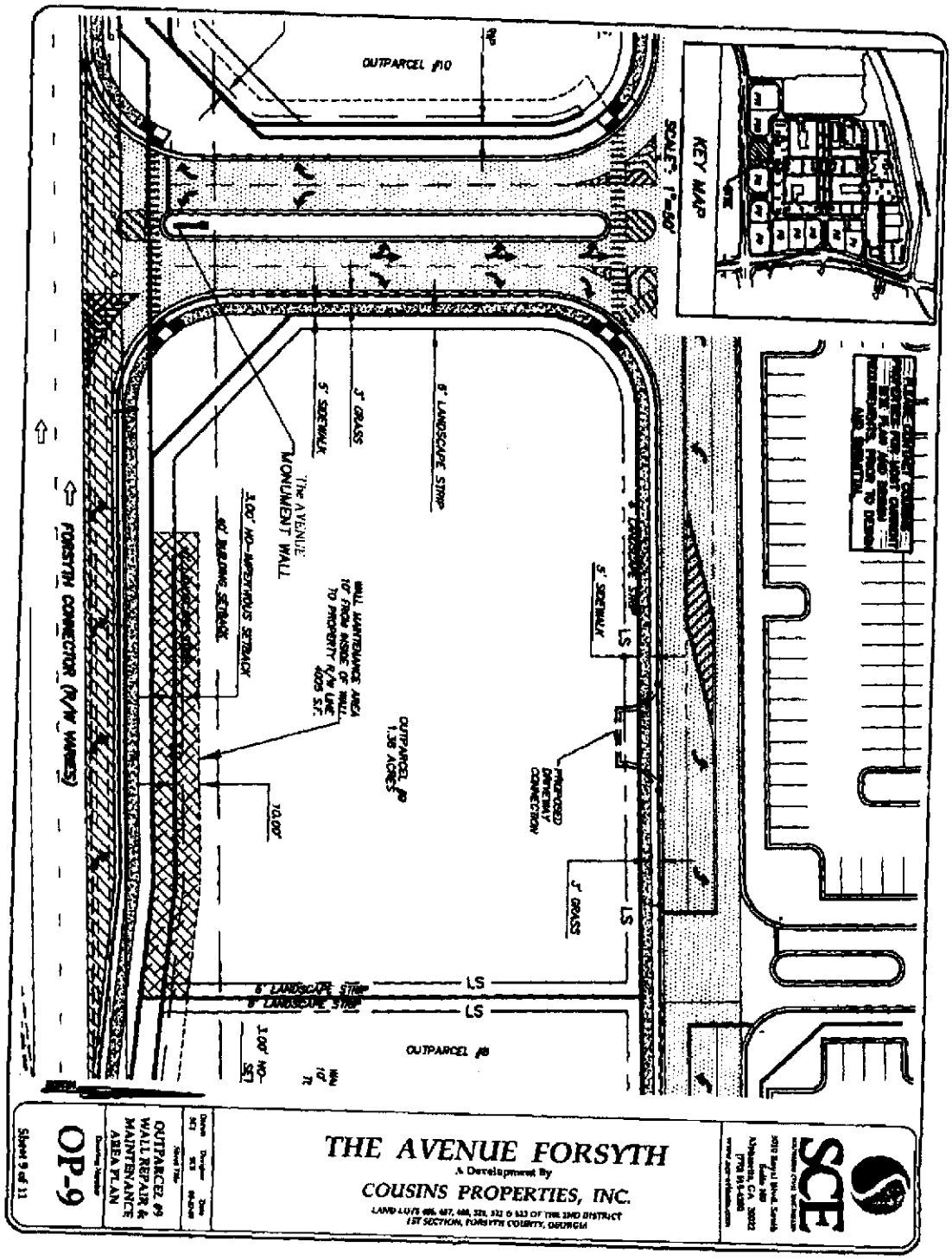
KEY MAP
SCALE: 1"=50'
PLEASE CONTACT COUSINS PROPERTIES FOR MOST CURRENT SITE PLAN AND DESIGN REQUIREMENTS, PRIOR TO DESIGN AND SUBMITTAL
10.00'
WALL MAINTENANCE AREA 10' FROM INSIDE OF WALL TO PROPERTY R/W LINE 1942 S.F.
OUTPARCEL #4
40' BUILDING SETBACK
25' LANDSCAPE STRIP
GA STATE ROUTE 141 (R/W VARIES)
LS
6' LANDSCAPE STRIP
LOOP ROAD
PROPOSED DRIVEWAY CONNECTION
5' SIDEWALK
3' GRASS
OUTPARCEL #5
1.49 ACRES
OUTPARCEL #6
3.00' GRASS
DRIVEWAY CONNECTION
SCE
3010 Royal Blvd. South
Suite 100
Alpharetta, GA 30022
(770) 619-4200
www.sce-atlanta.com
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
LAND LOTS 486, 487, 488, 521, 522 & 523 OF THE 2ND DISTRICT
1ST SECTION, FORSYTH COUNTY, GEORGIA
OUTPARCEL #5
WALL REPAIR &
MAINTENANCE
AREA PLAN
OP-5
Sheet 5 of 11

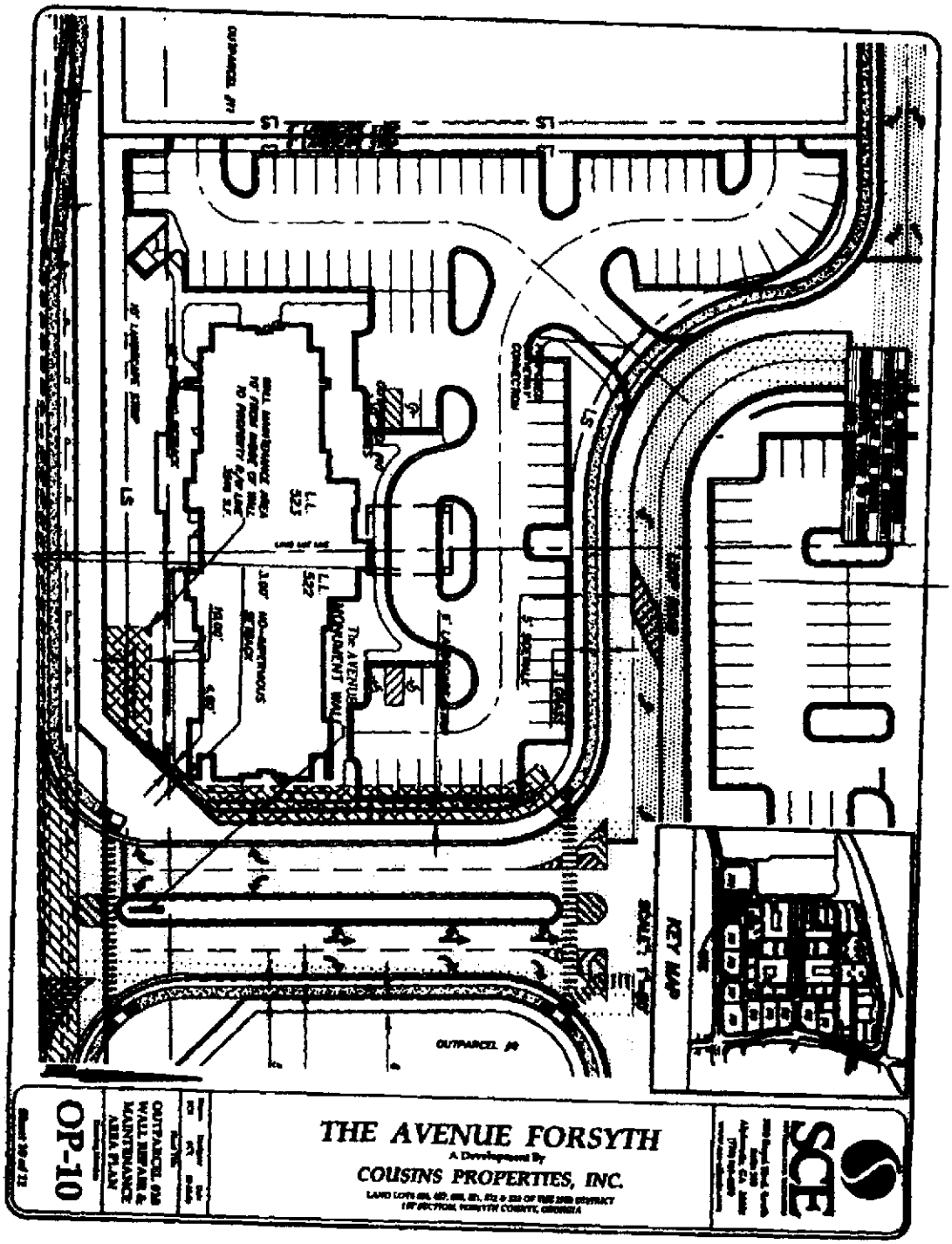


PLEASE CONTACT COUSINS PROPERTIES FOR MOST CURRENT SITE PLAN AND DESIGN REQUIREMENTS, PRIOR TO DESIGN AND SUBMITTAL
KEY MAP
SCALE: 1"=50'
OUTPARCEL #5
8' LANDSCAPE STRIP
5' SIDEWALK
3.00' GRASS
DRIVEWAY CONNECTION
OUTPARCEL #6
1.79 ACRES
OUTPARCEL #7
25' LANDSCAPE STRIP
GA STATE ROUTE 141 (R/W V
WALL MAINTENANCE AREA 10' FROM INSIDE OF WALL TO PROPERTY R/W LINE 2992 S.F.
10.00'
3.00' NO-IMPERVIOUS SETBACK
40' BUILDING SETBACK
10' LANDSCAPE STRIP
FORSYTH CONNECTOR (R/W VARIES)
SCE
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OUTPARCEL #6 WALL REPAIR & MAINTENANCE AREA PLAN
OP-6
Sheet 6 of 11


KEY MAP
SCALE: 1"=50'
5' SIDEWALK
5' GRASS
OUTPARCEL #8
LOOP ROAD
6' LANDSCAPE STRIP
5' SIDEWALK
3.00' GRASS
PROPOSED DRIVEWAY CONNECTION
OUTPARCEL #9
OUTPARCEL #6
3' GRASS
5' SIDEWALK TYP.
OUTPARCEL #7
1.22 ACRES
PE STRIP
6' LANDSCAPE STRIP
WALL MAINTENANCE AREA 10' FROM INSIDE OF WALL TO PROPERTY R/W LINE 6971 S.F.
10.00'
The AVENUE MONUMENT WALL
3.00' NO-IMPERVIOUS SETBACK
40' BUILDING SETBACK
FORSYTH CONNECTOR (R/W VARIES)
SCE
THE AVENUE FORSYTH
COUSINS PROPERTIES, INC.
OUTPARCEL #7 WALL REPAIR & MAINTENANCE AREA PLAN
OP-7
Sheet 7 of 11


KEY MAP
SCALE: 1"=50'
LS
3' GRASS
OUTPARCEL #9
PROPOSED DRIVEWAY CONNECTION
6' LANDSCAPE STRIP
OUTPARCEL #8
1.42 ACRES
WALL MAINTENANCE AREA
10' FROM INSIDE OF WALL
TO PROPERTY R/W LINE
3088 S.F.
The AVENUE
MONUMENT WALL
3.00' NO-IMPERVIOUS SETBACK
10.00'
40' BUILDING SETBACK
FORSYTH CONNECTOR (R/W VARIES)
SCE
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OUTPARCEL #8
WALL REPAIR & MAINTENANCE AREA PLAN
OP-8
Sheet 8 of 11


OUTPARCEL #10
KEY MAP
SCALE: 1"=50'
5' SIDEWALK
3' GRASS
8' LANDSCAPE STRIP
THE AVENUE MONUMENT WALL
3.00' NO-IMPERVIOUS SETBACK
40' BUILDING SETBACK
WALL MAINTENANCE AREA 10' FROM INSIDE OF WALL TO PROPERTY R/W LINE 4005 S.F.
OUTPARCEL #9 1.36 ACRES
PROPOSED DRIVEWAY CONNECTION
10.00'
FORSYTH CONNECTOR (R/W VARIES)
LS
OUTPARCEL #8
THE AVENUE FORSYTH
A Development By
COUSINS PROPERTIES, INC.
OUTPARCEL #9 WALL REPAIR & MAINTENANCE AREA PLAN
OP-9
Sheet 9 of 11
SCE


OUTPARCEL 1A
OUTPARCEL 1B
OUTPARCEL 2A
OUTPARCEL 2B
OUTPARCEL 3
OUTPARCEL 4
OUTPARCEL 5
OUTPARCEL 6
OUTPARCEL 7
OUTPARCEL 8
OUTPARCEL 9
OUTPARCEL 10
OUTPARCEL 11
OUTPARCEL 12
OUTPARCEL 13
OUTPARCEL 14
OUTPARCEL 15
OUTPARCEL 16
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OUTPARCEL 20
OUTPARCEL 21
OUTPARCEL 22
OUTPARCEL

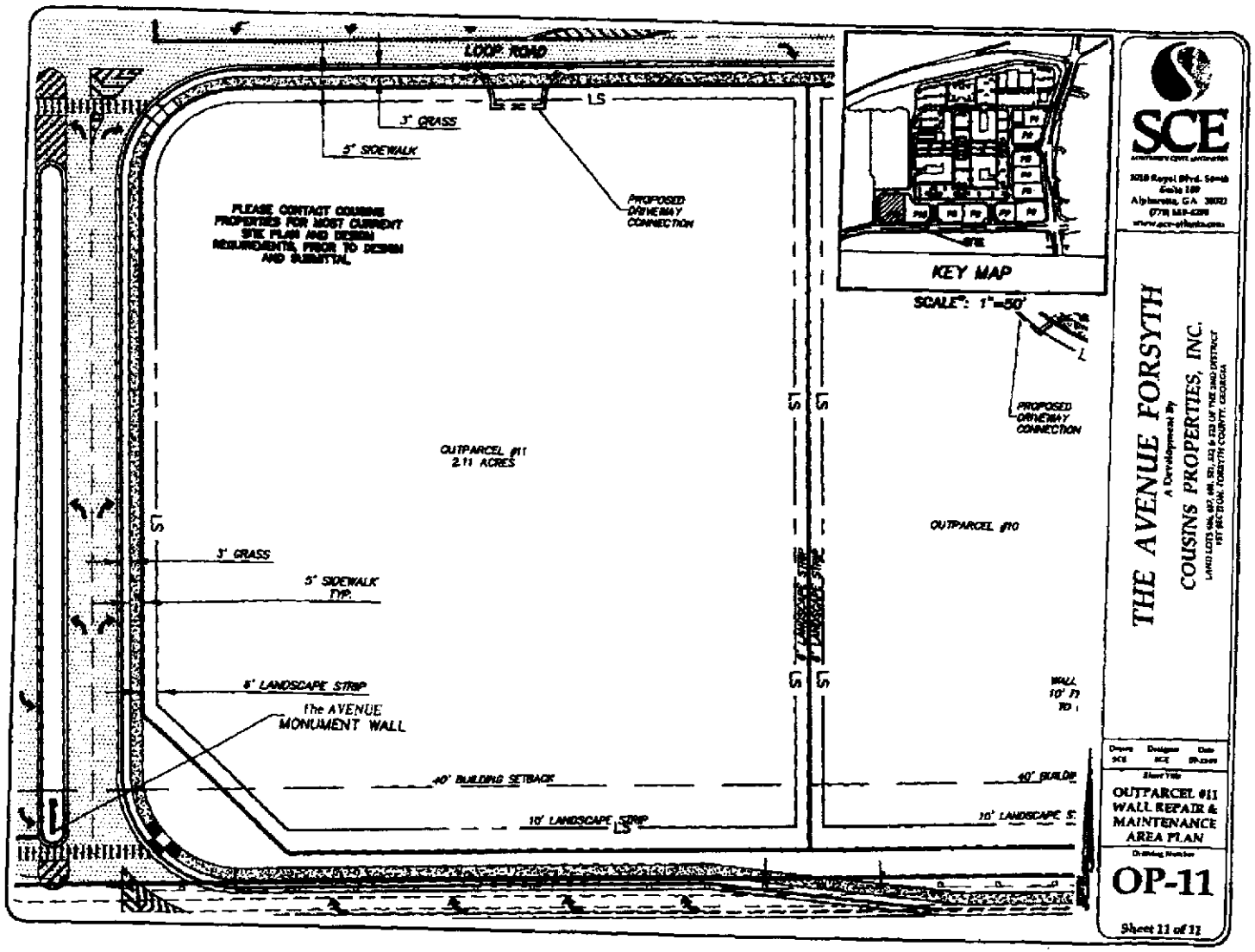

LOOP ROAD
3' GRASS
5' SIDEWALK
LS
PROPOSED DRIVEWAY CONNECTION
PLEASE CONTACT COUSINS PROPERTIES FOR MOST CURRENT SITE PLAN AND DESIGN REQUIREMENTS PRIOR TO DESIGN AND SUBMITTAL
OUTPARCEL #11
2.11 ACRES
OUTPARCEL #10
3' GRASS
5' SIDEWALK TYP.
6' LANDSCAPE STRIP
The AVENUE MONUMENT WALL
40' BUILDING SETBACK
10' LANDSCAPE STRIP
WALL 10' TY
KEY MAP
SCALE: 1"=50'
PROPOSED DRIVEWAY CONNECTION
SCE
THE AVENUE FORSYTH
A Development by
COUSINS PROPERTIES, INC.
OUTPARCEL #11 WALL REPAIR & MAINTENANCE AREA PLAN
OP-11
Sheet 11 of 11

EXHIBIT "F"

LANDSCAPE AREA

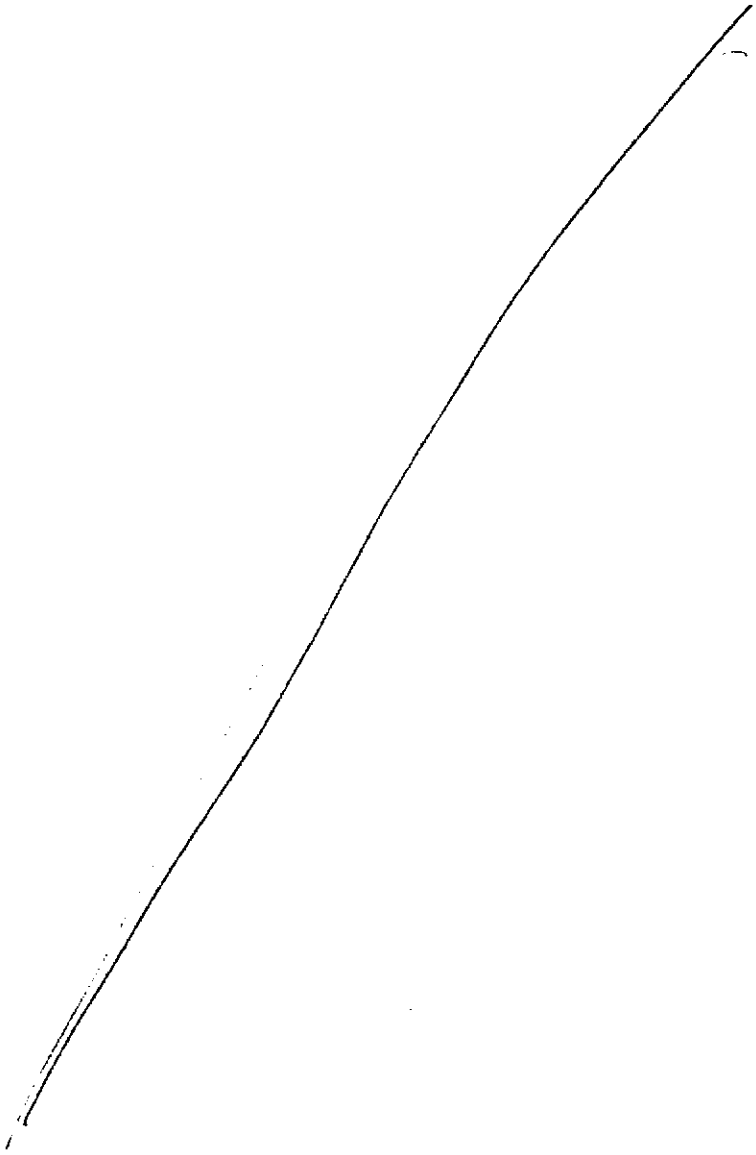
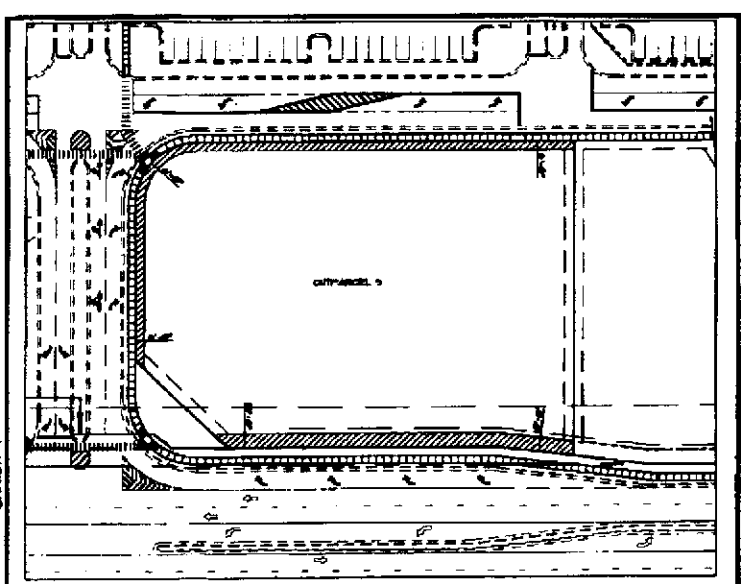
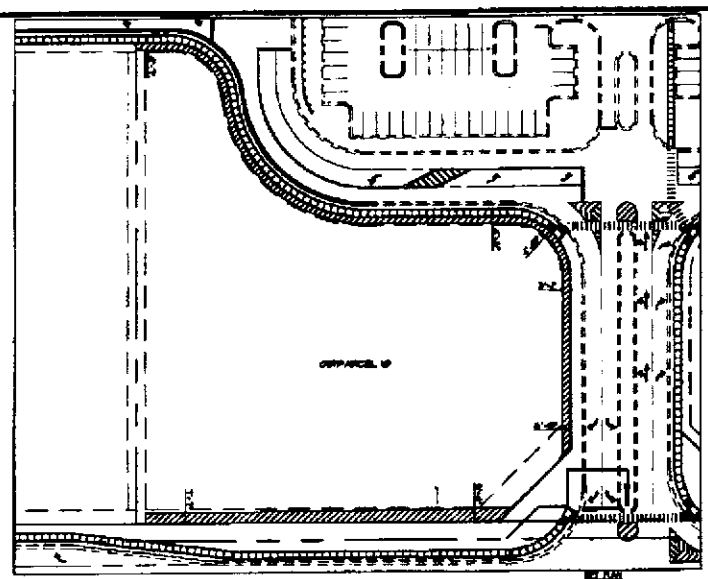
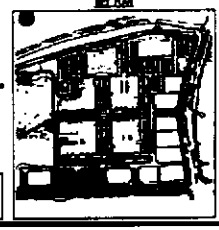


EXHIBIT "F"







OUTPARCEL 9

OUTPARCEL 10

TENANT LEGEND

LIMITS OF DEVELOPER MAINTENANCE

PAGE 5 OF 6

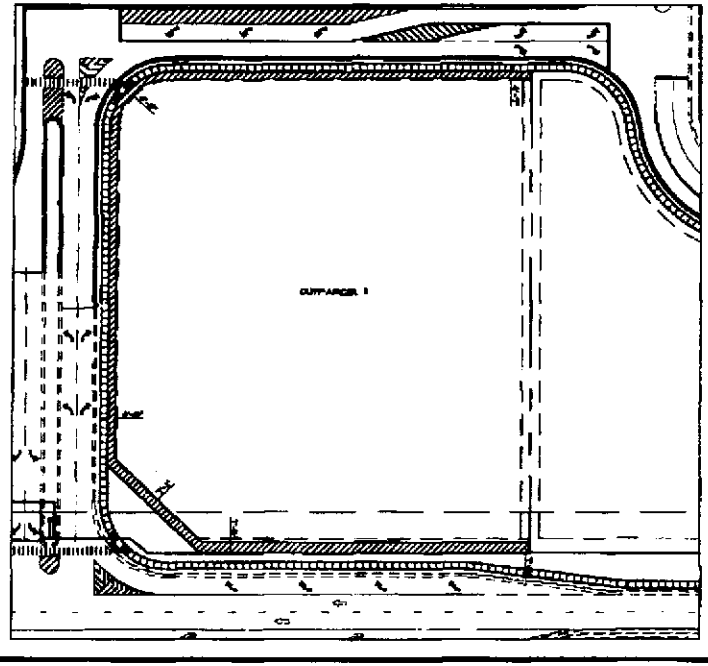
PROJECT NAME: THE AVENUE FORSYTH

PROJECT NO: 08005

3715 Northside Parkway
Northcreek 300, Suite 720
Atlanta, GA 30327
Telephone: 404-705-9411
Facsimile: 404-705-9419

Cousins

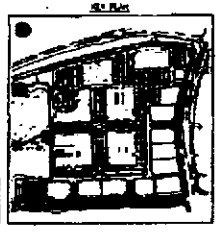
TO: COUSINS PROPERTIES	BY: PS
SKETCH NO: 09.28.08-5	SCALE: 1" = 80'-0"
SUBJECT: LIMITS OF MAINTENANCE	
DATE: 09.28.08	SHEET: 5 OF 6



OUTPARCEL 11

TENANT LEGEND

LIMITS OF DEVELOPER MAINTENANCE



PROJECT NAME: THE AVENUE FORSYTH

PROJECT NO: 06005

3715 Northside Parkway
Northcreek 300, Suite 720
Atlanta, GA 30327
Telephone: 404-705-9411
Facsimile: 404-705-9419

Cousins

TO: COUSINS PROPERTIES	BY: PS
SKETCH NO: 09.28.09-6	SCALE: 1" = 60'-0"
SUBJECT: LIMITS OF MAINTENANCE	
DATE: 09.28.09	SHEET: 6 OF 6

Doc ID: 013256720008 Type: GLR
Recorded: 11/28/2012 at 11:23:09 AM
Fee Amt: $50.00 Page 1 of 8
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6490 PG 277-284

After recording return to:

RETURN TO:
Isabel M. Garcia, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084

Cross Reference to:

Deed Book 4835, Page 489,
Deed Book 4890, Page 748,
Deed Book 4955, Page 708,
Deed Book 5167, Page 1,
Deed Book 5540, Page 732,
Deed Book 5541, Page 1,
Deed Book 5619, Page 249,
Deed Book 5641, Page 275,
Deed Book 5644, Page 715,
Deed Book 5648, Page 525,
Deed Book 5648, Page 692,
Deed Book 5698, Page 718,
Deed Book 6235, Page 14,
Forsyth County Records

ASSIGNMENT AND ASSUMPTION OF RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS (this "**Assignment**") is made as of this 27th day of November, 2012 (the "**Effective Date**"), by AVENUE FORSYTH LLC, a Georgia limited liability company ("**AF LLC**"), CP FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("**CP LLC**"), and COUSINS REAL ESTATE CORPORATION, a Georgia corporation ("**CREC**"), in favor of FORSYTH OWNER 1, L.P., a Delaware limited partnership ("**Assignee**").

W I T N E S S E T H:

WHEREAS, AF LLC is the declarant under that certain Declaration Regarding Outparcels, dated as of July 24, 2007, and recorded on July 27, 2007, at Deed Book 4835, Page 489, Forsyth County, Georgia Records, as amended by that certain First Amendment to Declaration Regarding Outparcels, dated as of September 30, 2009, and recorded on October 6, 2009, at Deed Book 5540, Page 732, aforesaid records (collectively, the "**Outparcels Declaration**");

WHEREAS, AF LLC and CP LLC, collectively, are the declarant under that certain Declaration of Easements, Rights, Covenants and Restrictions, dated as of June 24, 2008, and recorded on June 26, 2008, at Deed Book 5167, Page 1, Forsyth County, Georgia Records, as amended by that certain First Amendment to Declaration of Easements, Rights, Covenants and Restrictions, dated as of March 1, 2010, and recorded on March 6, 2010, at Deed Book 5641, Page 275, aforesaid records, as re-recorded on June 4, 2010, at Deed Book 5698, Page 718, aforesaid records (collectively, the "**CHOA Declaration**");

WHEREAS, CP LLC is the declarant under (i) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel Four, the Avenue Forsyth), dated as of January 28, 2010, and recorded on January 29, 2010, at Deed Book 5619, Page 249, Forsyth County, Georgia Records (the "**OP 4 Declaration**"), (ii) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel Two, the Avenue Forsyth), dated as of March 9, 2010, and recorded on March 12, 2010, at Deed Book 5644, Page 715, Forsyth County, Georgia Records (the "**OP 2 Declaration**"); (iii) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel 7, the Avenue Forsyth), dated as of March 17, 2010, and recorded on March 19, 2010, at Deed Book 5648, Page 525, Forsyth County, Georgia Records (the "**OP 7 Declaration**"), (iv) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel 6, the Avenue Forsyth), dated as of March 17, 2010, and recorded on March 19, 2010, at Deed Book 5648, Page 692, Forsyth County, Georgia Records (the "**OP 6 Declaration**"), and (v) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel Three, the Avenue Forsyth), dated as of March 20, 2012, and recorded on March 26, 2012, at Deed Book 6235, Page 14, Forsyth County, Georgia Records (the "**OP 3 Declaration**");

WHEREAS, CREC is the declarant under (i) that certain Declaration of Covenants, Conditions and Restrictions, dated as of August 31, 2007, and recorded on September 11, 2007, at Deed Book 4890, Page 748, Forsyth County, Georgia Records (the "**OP 1 Declaration**"), (ii) that certain Declaration of Covenants, Conditions and Restrictions, dated as of November 14, 2007, and recorded on November 16, 2007, at Deed Book 4955, Page 708, Forsyth County, Georgia Records (the "**OP 8 Declaration**"), and (iii) that certain Declaration of Covenants, Conditions and Restrictions (Outparcel 10, the Avenue Forsyth), dated as of September 30, 2009, and recorded on October 6, 2009, at Deed Book 5541, Page 1, Forsyth County, Georgia Records (the "**OP 10 Declaration**");

WHEREAS, on or before the date of the execution of this Assignment, AF LLC and CP LLC have entered into that certain Reciprocal Signage and Easement Agreement and Declaration of Covenants and Restrictions (the "**Remainder Parcel Easement Agreement**");

WHEREAS, the Outparcels Declaration, the CHOA Declaration, the OP 2 Declaration, the OP 4 Declaration, the OP 7 Declaration, the OP 6 Declaration, the OP 3 Declaration, the OP 1 Declaration, the OP 8 Declaration, the OP 10 Declaration, and the Remainder Parcel Easement Agreement each encumber and/or benefit that certain tract or parcel of real property described on **Exhibit A** attached hereto and incorporated herein (the "**Property**");

WHEREAS, AF LLC, CP LLC, and CREC are affiliated entities;

WHEREAS, contemporaneously with the execution of this Assignment, AF LLC has granted and conveyed the Property to Assignee;

WHEREAS, AF LLC hereby intends to assign to Assignee, and Assignee intends to assume from AF LLC, all right, title, interest, reservations, powers, and privileges of AF LLC under the Outparcels Declaration, the CHOA Declaration, and the Remainder Parcel Easement Agreement;

WHEREAS, AF LLC hereby intends to assign to Assignee all right, title, interest, reservations, powers, and privileges of AF LLC under the OP 1 Declaration, the OP 2 Declaration, the OP 3 Declaration, the OP 4 Declaration, the OP 6 Declaration, the OP 7 Declaration, the OP 8 Declaration, and the OP 10 Declaration;

WHEREAS, CP LLC hereby intends to assign to Assignee all right, title, interest, reservations, powers, and privileges of CP LLC under the OP 2 Declaration, the OP 4 Declaration, the OP 7 Declaration, the OP 6 Declaration, and the OP 3 Declaration; and

WHEREAS, CREC hereby intends to assign to Assignee all right, title, interest, reservations, powers, and privileges of CREC under the OP 1 Declaration, the OP 8 Declaration, and the OP 10 Declaration.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Assignment and Assumption of AF LLC's Rights Under the Outparcels Declaration, the CHOA Declaration, and the Remainder Parcel Easement Agreement. AF LLC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations, powers, and privileges of AF LLC under the Outparcels Declaration, the CHOA Declaration (including any rights of AF LLC as the declarant under the CHOA Declaration), and the Remainder Parcel Easement Agreement, effective as of the Effective Date, and Assignee hereby assumes and agrees to observe and perform and be bound by all of the obligations and duties of AF LLC under the Outparcels Declaration, the CHOA Declaration, and the Remainder Parcel Easement Agreement, to the extent arising from and after the Effective Date.

2. Assignment of AF LLC's Rights Under the Remaining Declarations. AF LLC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations, powers, and privileges of AF LLC under each of the OP 1 Declaration, the OP 2 Declaration, the OP 3 Declaration, the OP 4 Declaration, the OP 6 Declaration, the OP 7 Declaration, the OP 8 Declaration, and the OP 10 Declaration.

3. Assignment of CP LLC's Rights. CP LLC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations,

powers, and privileges of CP LLC under each of the OP 2 Declaration, the OP 3 Declaration, the OP 4 Declaration, the OP 6 Declaration, and the OP 7 Declaration, effective as of the Effective Date.

4. Assignment and of CREC's Rights. CREC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations, powers, and privileges of CREC under each of the OP 1 Declaration, the OP 8 Declaration, and the OP 10 Declaration, effective as of the Effective Date.

5. Retention of CP LLC's Rights Under the CHOA Declaration. To the extent there are any conflicts between the Remainder Parcel Easement Agreement, the CHOA Declaration, and this Assignment, the parties hereto acknowledge and agree that the Remainder Parcel Easement Agreement will control. For the avoidance of doubt, any and all rights expressly benefiting the owner of the Remainder Parcel under the CHOA Declaration shall not be assigned to Assignee but will remain vested with the owner of the Remainder Parcel, including, without limitation, the right to be a Requesting Owner under Section 8 of the CHOA Declaration.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon each of AF LLC, CP LLC, CREC, and Assignee, and each of their respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original and all of such counterparts together will constitute one and the same Assignment.

8. Governing Law. This Assignment will be governed by, and construed under, the laws of the State of Georgia.

[*Signatures begin on following page*]

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as of the date set forth above.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

AVENUE FORSYTH LLC, a Georgia limited liability company
By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: Craig B. Jones
Its: Executive Vice President

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

CP-FORSYTH INVESTMENTS LLC, a Georgia limited liability company

By: Cousins Properties Incorporated, a Georgia corporation, its sole member

By: _____
Name: Craig B. Jones
Its: Executive Vice President

(CORPORATE SEAL)

[Signatures Continued on Following Page]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

COUSINS REAL ESTATE CORPORATION, a Georgia corporation

By: _____
Name: Craig B. Jones
Its: Executive Vice President

[CORPORATE SEAL]

[*Signatures Continued on Following Page*]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

KAREN B. MURRAY
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2017

FORSYTH OWNER 1, L.P., a Delaware limited partnership

By: Forsyth Owner 1 GP, L.L.C., a Delaware limited liability company, its General Partner

By: _____ (SEAL)
Name: Michael Lafton
Its: VP

[*End of Signatures*]

Exhibit A

All that tract or parcel of land lying and being in Land Lots 486, 487, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia, said tract or parcel of land being more fully shown and designated as the "Shopping Center Parcel", containing 2,307,232 square feet or 52.9668 acres of land, more or less, according to the Final Plat for the Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia.

Doc ID: 015645880005 Type: GLR
Recorded: 12/09/2016 at 11:58:53 AM
Fee Amt: $24.00 Page 1 of 5
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 8032 PG 295-299

After recording please return to:

Paul Hastings, LLP
1170 Peachtree Street, NE
Suite 100
Atlanta, Georgia 30309
Attn: Corbin Kennelly, Esq.

Cross Reference To:

Deed Book 4835, Page 489
Deed Book 5540, Page 732
Deed Book 6490, Page 277
Forsyth County, Georgia Records

SECOND AMENDMENT TO DECLARATION REGARDING OUTPARCELS

THIS SECOND AMENDMENT TO DECLARATION REGARDING OUTPARCELS (this "**Amendment**") is made and entered into this 30th day of November, 2016, by and among FORSYTH OWNER 1, L.P., a Delaware limited partnership ("**FO1**"), FORSYTH OWNER 2, L.P., a Delaware limited partnership ("**FO2**"), and FORSYTH OWNER 3, L.P., a Delaware limited partnership ("**FO3**").

WITNESSETH:

WHEREAS, FO1 and FO3 are the owners of fee simple title to the Shopping Center Tract under that certain Declaration Regarding Outparcels dated July 24, 2007, by Avenue Forsyth LLC ("**AF**"), recorded at Deed Book 4835, Page 489, Forsyth County, Georgia records, as amended by that certain First Amendment to Declaration Regarding Outparcels dated September 30, 2009, between AF and CP – Forsyth Investments LLC ("**CP**"), recorded at Deed Book 5540, Page 732, aforesaid records, as affected by that certain Assignment and Assumption of Rights dated November 27, 2012, by AF, CP, and Cousins Real Estate Corporation, in favor of FO1, recorded at Deed Book 6490, Page 277 (collectively, the "**Declaration**"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration);

WHEREAS, FO2 is the owner of fee simple title to Outparcel 11 under the Declaration; and

WHEREAS, the parties hereto wish to enter into this Amendment to provide for certain changes to the terms and conditions set forth in the Declaration.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment to Paragraph 14(xviii)**. Paragraph 14(xviii) of the Declaration is hereby amended by deleting the text thereof in its entirety and inserting the following text in lieu thereof:

> "Other than with respect to Outparcel 11, any living quarters, sleeping apartments or long-term or extended stay lodging rooms;".

2. **Outparcel 11 Height Restriction**. Notwithstanding the provisions of clause (ii) of Paragraph 7 of the Declaration, for so long as Outparcel 11 is used and operated for a Permitted Hotel Use (as hereinafter defined), the building constructed on said Outparcel 11 for the Permitted Hotel Use may exceed the height restriction set forth in said clause (ii); provided that (a) no building on said Outparcel 11 may exceed four (4) stories in height, and the total building height (inclusive of architectural features) for Outparcel 11 shall be limited to the height approved by FO1 and FO3 pursuant to Paragraph 6 of the Declaration, which, at a maximum, shall be no more than fifty-five feet (55'); (b) any building on Outparcel 11 shall be no higher than as set forth in its approved Plans pursuant to Paragraph 6 of the Declaration; and (c) at such time as Outparcel 11 is no longer used and operated for a Permitted Hotel Use, the height limitations set forth in said clause (ii) of Paragraph 7 of the Declaration shall apply. For purposes of this paragraph, "Permitted Hotel Use" shall mean use as the Hilton Home 2 Suites hotel initially developed and operated on Outparcel 11 or any new hotel use that satisfies the conditions for such new use set forth in subparagraph 1(a) of that certain Declaration of Covenants, Conditions and Restrictions with respect to Outparcel 11 to be recorded in the Forsyth County, Georgia records.

3. **Ratification**. Except as stated in this Amendment, all other provisions of the Declaration shall remain unchanged and continue in full force and effect. To the extent there is any conflict between the terms of this Amendment and the Declaration, the terms of this Amendment shall govern.

4. **Counterparts**. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. An executed facsimile or .pdf of this Amendment may be relied upon as having, and shall be deemed to have, the same force and effect as an original.

5. **Governing Law**. This Amendment shall be governed by the laws of the State of Georgia, without giving effect to any principles regarding conflict of laws.

[*Execution Appears on Following Pages*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires:

(NOTARY PUBLIC)

Kristin Rocco Coppola
Notary Public State of Connecticut
My Commission Expires:
March 31, 2021

FORSYTH OWNER 1, L.P., a Delaware limited partnership (SEAL)

By: Forsyth Owner 1 GP, L.L.C., a Delaware limited liability company, its sole general partner

By:
Name: Ethan Bing
Title: Authorized Signatory

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires:

(NOTARY PUBLIC)

Kristin Rocco Coppola
Notary Public State of Connecticut
My Commission Expires:
March 31, 2021

FORSYTH OWNER 2, L.P., a Delaware limited partnership (SEAL)

By: Forsyth Owner 2 GP, L.L.C., a Delaware limited liability company, its sole general partner

By:
Name: Ethan Bing
Title: Authorized Signatory

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires:

(NOTARY PUBLIC)

Kristin Rocco Coppola
Notary Public State of Connecticut
My Commission Expires:
March 31, 2021

FORSYTH OWNER 3, L.P., a Delaware limited partnership (SEAL)

By: Forsyth Owner 3 GP, L.L.C., a Delaware limited liability company, its sole general partner

By:
Name: Ethan Bing
Title: Authorized Signatory

MORTGAGEE CONSENT, APPROVAL AND SUBORDINATION

U.S. Bank National Association, as Trustee, in trust for the holders of Comm 2013-CCRE6 Mortgage Trust Commercial Mortgage Pass-Through Certificates ("Mortgagee"), being the holder of a Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement from Forsyth Owner 1, L.P., a Delaware limited partnership, to Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership ("Assignor"), dated November 27, 2012, filed for record November 28, 2012, recorded in Deed Book 6490, Page 296, Records of Forsyth County, Georgia, securing an indebtedness of $83,000,000.00; as assigned by that certain Assignment of Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement from Assignor to Mortgagee, dated February 27, 2013, filed for record July 29, 2013, recorded in Deed Book 6774, Page 538, aforesaid records (collectively the "Security Instrument"), hereby consents to the Second Amendment to Declaration Regarding Outparcels, to which this Consent is attached (the "Amendment"), which is to be recorded with this Consent; and

FURTHERMORE, Mortgagee does hereby expressly subordinate all right, title, interest and lien of the undersigned created under and by virtue of the Security Instrument to the rights and interests created pursuant to the Amendment. The Security Instrument shall otherwise remain in full force and effect and shall not be subordinated to any other lien, encumbrance or other matter whatsoever.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Mortgagee Consent, Approval and Subordination this 30th day of November, 2016.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: 6/26/18

(NOTARY PUBLIC)

MEGAN D RAINS
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
June 26, 2018

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF COMM 2013-CCRE6 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

By: Wells Fargo Bank, N.A., in its capacity as Master Servicer as authorized pursuant to that certain Pooling and Servicing Agreement dated as of March 1, 2013

By: _____
Name: Aldrin Buenaventura
Title: Director

Following recording, return

RETURN TO:
Isabel M. Garcia, Esq.
Piedmont Title Insurance Agency, Inc
150 East Ponce de Leon Avenue, Suite 330
Decatur, GA 30030 10192.11

Doc ID: 010079960066 Type: GLR
Filed: 09/28/2007 at 11:02:00 AM
Fee Amt: $78.00 Page 1 of 35
Forsyth County, GA
Douglas Gorrell Clerk Superior Ct
BK 4908 PG 82-116

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "**Agreement**") is dated as of the 2nd day of August, 2007, by and between **AVENUE FORSYTH LLC**, a Georgia limited liability company, with an office at 191 Peachtree Street, Suite 3600, Atlanta, Georgia 30303-1740 (collectively, "**Landlord**"), and **AMERICAN MULTI-CINEMA, INC.**, a Missouri corporation, with an office at 920 Main Street, Kansas City, Missouri 64105, Attention: Lease Administrator ("**Tenant**").

WITNESSETH:

1. Defined Terms. Except as otherwise specifically provided herein, all terms that are capitalized herein shall have the same meanings as set forth in the "Lease" (hereinafter defined).

2. Demise.

A. By lease dated the date hereof (the "**Lease**"), Landlord has demised and leased to Tenant and Tenant has rented from Landlord and Landlord does hereby demise and lease to Tenant and Tenant does hereby rent from Landlord the Leased Premises located on a portion of that certain property (the "**Entire Premises**") commonly known as The Avenue ® Forsyth, which is located at the northwest intersection of Georgia Highway 141 and Ronald Reagan Parkway.

B. The Leased Premises includes Tenant's Facility, which shall contain approximately 50,906 square feet of Floor Area, and all improvements,

appurtenances, rights, easements and privileges thereunto belonging or in any way appertaining, and all other rights, easements and privileges granted to Tenant in the Lease.

C. A legal description of the Entire Premises is attached hereto as Exhibit A and incorporated herein by this reference. Landlord also owns fee title (i) to a certain parcel of land (the "**Phase II Property**") which is adjacent to the Entire Premises, and which is described on the attached Exhibit A-1, and (ii) certain parcels (collectively, the "**Outparcels**") which adjoin the Entire Premises, and which are described on the attached Exhibit A-2. The Phase II Property and the Outparcels are not part of the Entire Premises.

D. A site plan of the Entire Premises (the "**Site Plan**") is attached hereto as Exhibit B and incorporated herein by this reference

3. Lease Term and Options.

A. The initial term of the Lease shall begin on the Commencement Date and shall continue thereafter to and including the date 15 years from the first day of the first month immediately following the Commencement Date, subject to extension for the Extension Period or an Option Period. **(Section 4)**

B. Subject to the terms, provisions and conditions set forth in the Lease, Tenant shall have 4 successive options to extend the term of the Lease from the date upon which it would otherwise expire for 4 separate additional periods of 5 years each. **(Section 4)**

4. Signs. Tenant shall have the right to maintain the following signs in accordance with and subject to any applicable provisions of the Site Plan, Landlord's Signage Criteria and Laws: Illuminated signs on each exterior wall of Tenant's Facility, on the storefront to Tenant's Facility, on the box office canopy, and at the entrance to Tenant's Facility at locations selected by Tenant, a "Tickets" sign above Tenant's box office; an "Automated Tickets" sign at the ABOs; wayfinding signs within the Project (Tenant's name to appear on the top plaque on each such sign), and Tenant identification panels on the Project Monument Signs. **(Section 24)**

5. Tenant's Protected Area. As an inducement to Tenant to enter into this Lease, Landlord covenants and represents that from and after the Commencement Date, the Common Areas within Tenant's Protected Area shall remain substantially as shown on the Site Plan (and subject to the limitations and in compliance with the restrictions, if any, shown thereon) during the Term of the Lease, subject, however, to a right on the part of Landlord to expand an existing building or erect a new building within any Future Building Area shown on the Site Plan as being reserved for the expansion or construction of buildings (each a

"Future Building Area") and to expand any Life-Style Building into the Permissible Life-Style Building Area. If Landlord proposes to install landscaping, planters, benches, hardscape and other amenities within Tenant's Protected Area which are not shown in the Final Plans, Landlord shall obtain Tenant's consent to the same, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Landlord may make modifications to the Central Access Drive in Landlord's reasonable discretion, so long as the Central Access Drive remains open and primarily used for pedestrian and vehicular ingress and egress. **(Section 26)**

7. Common Areas. At all times during the Term of the Lease, at least the Car Parking Ratio (i.e., at least 4.2 parking spaces for each 1000 square feet of Floor Area) shall be maintained within the Entire Premises, notwithstanding the erection of new structures or the enlargement of existing structures therein; provided, however, that the aforesaid parking area shall in any event provide at least the Minimum Number of Parking Spaces (i.e., at least 2400 parking spaces). Landlord agrees that Tenant, its customers, employees and invitees, and the customers, employees and invitees of any subtenant, concessionaire or licensee of Tenant, shall have throughout the Term of the Lease, in common with Landlord and other tenants and occupants of space situated within the Entire Premises and their customers, employees and invitees, the use of the areas reserved for parking as designated on the Site Plan (or any enlargement of such parking areas) and the use of the sidewalks, aisles, malls, streets, and other Common Areas located within the Entire Premises without being required to pay any charge or fee whatsoever for such use except as set forth in the Rent and Expense Rider; PROVIDED, HOWEVER, Landlord may designate up to 2 reserved parking spaces for each restaurant providing carry out food, provided such reserved parking spaces are within 50 feet of the main entrance to any such restaurant. Tenant agrees that Landlord may grant easements in favor of the Outparcels and the Phase II Property, (i) permitting the occupants of the Outparcels and the Phase II Property, and their respective customers, employees and invitees, rights of access (but not parking) over the driveways from time to time existing on the Entire Premises, provided Landlord reserves in favor of the Project access easements over the drives on the Phase II Property, and (ii) for utilities and storm water flow over the Entire Premises to the extent reasonably required by such owners and occupants for the operation of their Outparcels and the Phase II Property. Landlord shall require that each Outparcel and the Phase II Property maintain that number of parking spaces on such Outparcel and on the Phase II Property, as is required by Laws for the use from time to time conducted thereon, and in no event shall any of the parking spaces on the Entire Premises be available for use for the benefit of the Outparcels or the Phase II Property. Except as shown on the Site Plan, all parking areas shall be at ground level and no elevated parking structures shall be permitted within the Entire Premises. The parking areas, sidewalks, aisles, curb cuts, malls, streets, driveways and other Common Areas shown on the Site Plan shall be maintained as such during the Term and shall not be fenced or

otherwise obstructed and shall be kept open at all times for the use thereof as intended herein. Except for the use by Tenant of Tenant's Plaza, the Tenant's Protected Area shall not be used for (a) the display or sale of merchandise, except: (i) "sidewalk sales" may, in Landlord's discretion be permitted on the sidewalks, subject to reasonable rules and regulations imposed by Landlord, and (ii) subject to the limitations set forth in Section 11 of the Lease, Landlord may allow kiosks in the Common Areas (other than in the parking areas, and other than in any area depicted on the Site Plan as "No Kiosk Area"); or (b) for any other purpose not contemplated by the Lease. **(Section 27)**

8. Use Restrictions. Landlord covenants and agrees that:

(i) while the Leased Premises are being operated for a use permitted by this Lease, it will, during the Term, continuously operate the Entire Premises (excluding the Office Space) as a shopping center and in a manner consistent with the standards of a first class shopping center;

(ii) while the Leased Premises are being operated for a use permitted by this Lease, no portion of the Entire Premises outside Tenant's Facility shall be used for any purpose other than for the operation of establishments selling goods, wares, merchandise, food, beverages and services to the public at retail (except for the Office Space) and for such office and storage areas as may reasonably be needed in connection with the operation of the Entire Premises as a shopping center, all of which operation, business and use shall be in accordance with the standards of a first class shopping center;

(iii) so long as Tenant's Facility is being used for the Theatre Use, Landlord will not sell or permit to be sold any candy, popcorn, or other refreshments which are generally sold from theatre concession stands, provided the same are actually being sold from Tenant's Facility (collectively, "**Concession Refreshments**") in or from any premises located within the Concession Restriction Area or in or from any part of the parking area or other Common Areas on the Entire Premises, it being agreed that the Concession Refreshments shall initially include only the following items: candy; popcorn (and its derivations, such as carmel corn and candy corn); hotdogs; nachos; beverages (both carbonated and non-carbonated, fountain and bottled, hot and cold), including liquor, beer and wine, coffee, tea, juice, energy drinks, vitamin water and smoothies; ice cream; cookies; pretzels; pizza; chicken tenders; fries; mozzarella sticks; and fried macaroni and cheese; PROVIDED, HOWEVER, the foregoing restriction shall not apply to (a) the provision of Concession Refreshments within the Office Space to employees of occupants of the Office Space, or (b) the sale of food and beverages within the Concession Restriction Area as part of a table service restaurant use, or as part of a Fast Casual Restaurant, provided that the exterior and window signage at any such table service or Fast Casual Restaurant does not advertise the availability of such Concession Refreshments at such premises, unless either (1) any such

restaurant is a chain of at least 8 restaurants, in which case the exterior and/or window signage may advertise the availability of Concession Refreshments, provided the exterior and window signage is consistent with the exterior and window signage effected by such operator in a majority of its other restaurants, or (2) such restaurant contains a Concession Refreshment as part of such restaurant's tradename (e.g., "Tony's Pizzeria"), in which case such Concession Refreshment may be advertised as part of such trade name, or (c) the sale of such Concession Refreshments incidental to another retail use, provided that the exterior and window signage at such premises does not advertise the availability of such Concession Refreshments at such premises. The parties acknowledge that the items included with the term "Concession Refreshments" will change from time to time, but Tenant agrees that if Landlord executes a lease with a tenant for premises within the Concession Restriction Area prior to the date that Tenant notifies Landlord that a food item is added to the concept of "Concession Refreshments", then that tenant (and its successors and assigns under that lease, but not others) shall be entitled to sell such item without being deemed in violation of this restriction;

(iv) so long as Tenant's Facility is being used for the Theatre Use, Landlord will not permit the operation of any food, drink, candy or snack dispensing vending machine within 250 feet of any demising wall of Tenant's Facility; PROVIDED, HOWEVER, the foregoing restriction shall not apply to (a) vending machines located within the Office Space, (b) vending machines within Landlord's management office, or (c) vending machines within an occupants' premises which are intended solely for the use of the employees of such premises;

(v) so long as Tenant's Facility is being used for the Theatre Use, Landlord will not permit the sale of any food or drink, CD's or DVD's (or the technologic evolution of same) or movie related merchandise from a kiosk within the Concession Restriction Area;

(vi) in no event shall Landlord lease or permit the occupancy of any premises located in the Entire Premises for any of the uses described on the attached Exhibit I, nor for any of the following uses: (a) funeral home; (b) bookstore or other establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; PROVIDED, HOWEVER, the foregoing restriction shall not preclude the sale or rental of adult books or videos as an incidental part of the business of bona fide book store or video sale or rental store (or book or video department of a store) such as, by way of example only, the typical operations of Barnes & Noble Booksellers, Circuit City, Best Buy and Blockbuster Videos or (c) so-called "head shop"; (d) so long as Tenant's Facility is being operated (except for periods of Excused Cessation) for the Theatre Use, bowling alley; (e) skating rink; (f) health club or exercise facility within the No Health Club Zone, or if located outside the No Health Club Zone, any health club or exercise facility exceeding 4000 square feet of Floor Area;

PROVIDED , HOWEVER, if the Tenant's Facility ceases to be operated for the Theatre Use (other than temporary interruptions due to an Excused Cessation), Landlord shall be permitted to lease or permit the occupancy of a First Class Health Club without limitation on the Floor Area of such First Class Health Club; or (g) so long as Tenant's Facility is being operated (except for periods of Excused Cessation) for the Theatre Use, game room or arcade; PROVIDED, HOWEVER, the foregoing restriction shall not preclude pinball machines, electronic games, and other similar coin operated amusement machines (collectively, "Games") which are incidental to the operation of any other permitted use, nor shall such restriction preclude stores selling video or electronic games from allowing demonstration and trial of such games, provided such use is without charge (**Section 11**).

9. Theatre Restrictions. So long as the Leased Premises are being operated for the Theatre Use (except for periods of Excused Cessation), then other than within Tenant's Facility, Landlord shall not permit the operation of a movie theatre within the Entire Premises, or within the Outparcels or the Phase II Property. Landlord agrees that (i) this restriction is a material inducement for Tenant to enter into this Lease, and (ii) a breach of this restriction could cause irreparable harm to Tenant, and (iii) in the event of a breach or threatened breach of this restriction, Tenant shall be entitled to injunctive relief to prevent the construction and operation of such theatre.

10. Compliance With Laws. Except as provided in Section 17(B) of the Lease, Landlord shall, at Landlord's expense, comply with all Laws applicable to the Entire Premises, irrespective of the nature of the work, if any, required for such compliance, to the end that the Entire Premises shall at all times be lawfully used and occupied as contemplated in this Lease (**Section 17**).

11. Miscellaneous. Notwithstanding anything contained in this Agreement, all of Tenant's rights and options contained in the Lease and memorialized in this Agreement and all restrictions and limitations contained in the Lease and imposed upon Landlord and the Entire Premises, are and shall remain subject to the terms, provisions and conditions contained in the Lease and Tenant's compliance therewith. In addition to those terms referred to hereinabove, the Lease contains numerous other terms, covenants and conditions which likewise affect not only the Leased Premises but also the Entire Premises generally, and notice is hereby given that reference should be had to the Lease directly with respect to the details of such terms, covenants and conditions. Copies of the Lease are maintained at the offices of Landlord and Tenant as set forth above. This Agreement does not alter, amend, modify or change the Lease or the exhibits thereto in any respect. This Agreement is executed by the parties solely for the purpose of recordation in the records of the County and State in which the Entire Premises is located, and it is the intent of the parties that this Agreement shall be so recorded and shall give notice of and confirm the Lease and exhibits thereto and all of its terms to the same extent as if

all of the provisions of the Lease and exhibits thereto were fully set forth herein. The Lease and exhibits thereto are hereby incorporated by reference in this Agreement and the parties hereby ratify and confirm the Lease as if such Lease were being re-executed by them and recorded. In the event of any conflict between the provisions of this Agreement and the Lease, the provisions of the Lease shall, in all instances, govern, control and prevail.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Agreement to be duly executed and sealed as of the date first above written.

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated,
a Georgia corporation
Its: Sole Member

By: _____
Name: Steve Yensen
Title: Senior Vice President

_____
Witness

Alinna Kerr
Witness

STATE OF Georgia)
) ss:
COUNTY OF Cobb)

On this 2nd day of August 2007, before me, a Notary Public in and for such County and State, personally appeared Steve Yensen, to me personally known, who, being by me duly sworn, did say that he is the Sr VP of Cousins Properties Incorporated, a GA corp, and that such instrument was signed in behalf of such entity by authority of its members and such person acknowledged such instrument to be the free act and deed of such entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Rosemarie Fisher
Notary Public

My Commission Expires:
9/28/10

ROSEMARIE FISHER NOTARY PUBLIC COBB COUNTY, GA

AMERICAN MULTI-CINEMA, INC., a Missouri corporation

By: _____
Craig R. Ramsey, Executive Vice-President and Chief Financial Officer

_____
Witness

_____
Witness

STATE OF MISSOURI)
) ss:
COUNTY OF JACKSON)

On this 30 day of July, 2007, before me, a Notary Public in and for such County and State, personally appeared Craig R. Ramsey, to me personally known, who, being by me duly sworn, did say that he is the Executive Vice-President and Chief Financial Officer of AMERICAN MULTI-CINEMA, INC., a Missouri corporation, and that such instrument was signed in behalf of such corporation by authority of its board of directors, and such person acknowledged such instrument to be the free act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

_____
Notary Public

My Commission Expires:
June 14, 2009

SARAH E. NEWHAM
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: June 14, 2009
Commission # 05728582

EXHIBIT A
LEGAL DESCRIPTION OF THE ENTIRE PREMISES

The Avenue Forsyth
"Shopping Center Tract"

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and running thence the following courses and distances:

1) Running thence, with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

   a) South 13 degrees 21 minutes 19 seconds West, 122.30 feet to a point;
   b) South 17 degrees 45 minutes 27 seconds West, 362.84 feet to a point;

2) thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

   a) North 65 degrees 02 minutes 30 seconds West, 73.98 feet to a point;
   b) South 88 degrees 13 minutes 23 seconds West, 224.42 feet to a point;
   c) South 01 degrees 46 minutes 37 seconds East, 213.00 feet to a point;
   d) South 88 degrees 13 minutes 23 seconds West, 124.00 feet to a point;
   e) South 01 degrees 46 minutes 37 seconds East, 151.50 feet to a point;
   f) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
   g) North 88 degrees 13 minutes 23 seconds East, 210.25 feet to a point;
   h) North 46 degrees 29 minutes 56 seconds East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141;

3) thence, running with the aforesaid Right-of-Way of Georgia State Route 141, 221.90 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 02 degrees 02 minutes 06 seconds West, 221.67 feet to a point;

4) thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

   a) North 46 degrees 27 minutes 19 seconds West, 98.28 feet to a point;
   b) South 88 degrees 13 minutes 23 seconds West, 211.96 feet to a point;
   c) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
   d) South 01 degrees 46 minutes 37 seconds East, 470.00 feet to a point;
   e) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
   f) North 88 degrees 13 minutes 23 seconds East, 278.39 feet to a point;

g) 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61 degrees 02 minutes 30 seconds East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141;

5) thence, running with the aforesaid Right-of-Way of Georgia State Route 141, South 07 degrees 55 minutes 10 seconds East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

   a) 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78 degrees 36 minutes 11 seconds West, 22.18 feet to a point;
   b) South 88 degrees 13 minutes 23 seconds West, 235.33 feet to a point;
   c) 76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43 degrees 42 minutes 36 seconds West, 19.63 feet to a point;
   d) South 00 degrees 46 minutes 09 seconds East, 7.74 feet to a point;
   e) South 88 degrees 13 minutes 23 seconds West, 271.85 feet to a point;
   f) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
   g) South 01 degrees 46 minutes 37 seconds East, 106.91 feet to a point;
   h) South 46 degrees 42 minutes 02 seconds East, 86.28 feet to a point;
   i) North 88 degrees 13 minutes 23 seconds East, 181.74 feet to a point;
   j) South 84 degrees 54 minutes 09 seconds East, 100.26 feet to a point on the northerly Right-of-Way of the Forsyth Connector a.k.a. Ronald Reagan Parkway (having a variable Right-of-Way);

6) thence, running with the aforesaid Right-of-Way of Ronald Reagan Parkway South 88 degrees 13 minutes 23 seconds West, 478.32 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway and running the following courses and distances:

   a) North 43 degrees 13 minutes 40 seconds East, 86.42 feet to a point;
   b) North 01 degrees 46 minutes 37 seconds West, 116.90 feet to a point;
   c) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46 degrees 46 minutes 37 seconds West, 58.69 feet to a point;
   d) South 88 degrees 13 minutes 23 seconds West, 502.00 feet to a point;
   e) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
   f) South 01 degrees 46 minutes 37 seconds East, 107.44 feet to a point;
   g) South 47 degrees 14 minutes 35 seconds East, 86.35 feet to a point;
   h) North 88 degrees 13 minutes 23 seconds East, 181.81 feet to a point;
   i) South 84 degrees 52 minutes 29 seconds East, 99.85 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway;

7) thence, running with the said Right-of-Way of Ronald Reagan Parkway, South 88 degrees 13 minutes 23 seconds West, 1046.19 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway and running the following courses and distances:

a) 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86 degrees 12 minutes 59 seconds West, 73.54 feet to a point;
b) North 43 degrees 13 minutes 42 seconds East, 34.77 feet to a point;
c) North 88 degrees 13 minutes 25 seconds East, 20.00 feet to a point;
d) North 01 degrees 45 minutes 53 seconds West, 25.00 feet to a point;
e) North 88 degrees 10 minutes 02 seconds East, 1.25 feet to a point;
f) North 01 degrees 46 minutes 37 seconds West, 215.60 feet to a point;,
g) North 88 degrees 13 minutes 23 seconds East, 420.71 feet to a point;
h) North 02 degrees 18 minutes 41 seconds West, 1134.60 feet to a point;
i) North 81 degrees 01 minutes 22 seconds West, 122.31 feet to a point;
j) South 67 degrees 55 minutes 30 seconds West, 66.08 feet to a point;
k) South 53 degrees 56 minutes 35 seconds West, 26.56 feet to a point;
l) North 80 degrees 32 minutes 07 seconds West, 45.35 feet to a point;
m) South 69 degrees 05 minutes 40 seconds West, 28.47 feet to a point;
n) North 41 degrees 57 minutes 40 seconds West, 49.83 feet to a point;
o) South 70 degrees 47 minutes 46 seconds West, 60.76 feet to a point;
p) North 85 degrees 14 minutes 26 seconds West, 84.43 feet to a point;
q) South 68 degrees 38 minutes 52 seconds West, 37.47 feet to a point;
r) South 82 degrees 53 minutes 10 seconds West, 16.25 feet to a point;
s) North 19 degrees 02 minutes 14 seconds West, 2.16 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400;

8) thence, running with the aforesaid Right-of-Way of Georgia State Highway 400 the following courses and distances:

a) North 85 degrees 08 minutes 38 seconds West, 80.71 feet to a point;
b) North 62 degrees 03 minutes 32 seconds East, 210.22 feet to a point;
c) North 73 degrees 20 minutes 13 seconds East, 615.65 feet to a point;
d) North 76 degrees 43 minutes 36 seconds East, 1054.76 feet to a point;
e) South 84 degrees 11 minutes 20 seconds East, 484.66 feet to a point;
f) South 33 degrees 25 minutes 42 seconds East, 89.60 feet to the point of beginning containing 2,429,404 square feet or 55.7715 acres of land, more or less.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13 degrees 21 minutes 19 seconds West, 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04 degrees 55 minutes 09 seconds West, 619.55 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East, 553.61 feet; thence, South 08 degrees 14 minutes 17 seconds East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41 degrees 16 minutes 04 seconds West, 43.44 feet; thence,

South 88 degrees 13 minutes 23 seconds West, 99.55 feet; thence, South 81 degrees 23 minutes 16 seconds West, 67.22 feet; thence, South 88 degrees 13 minutes 23 seconds West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84 degrees 52 minutes 29 seconds West, 99.85 feet; thence, South 88 degrees 13 minutes 23 seconds West, 181.81 feet; thence, South 88 degrees 13 minutes 23 seconds West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway:

1. South 88 degrees 13 minutes 23 seconds West, a distance of 472.13 feet;
2. thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running the following courses and distances:

    a) North 47 degrees 32 minutes 54 seconds West, 86.36 feet to a point;
    b) North 01 degrees 46 minutes 37 seconds West, 107.76 feet to a point;
    c) 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43 degrees 13 minutes 23 seconds East, 58.69 feet to a point;
    d) North 88 degrees 13 minutes 23 seconds East, 500.02 feet to a point;
    e) 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
    f) South 01 degrees 46 minutes 37 seconds East, 119.17 feet to a point;
    g) South 43 degrees 19 minutes 30 seconds West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the point of beginning, containing 118,343 square feet or 2.7168 acres of land, more or less

Said Shopping Center tract contains 2,311,061 square feet or 53.0547 acres of land, more or less.

EXHIBIT A-1
LEGAL DESCRIPTION OF THE PHASE II PROPERTY

Application Tract - Phase 2

All that tract or parcel of land lying and being in Land Lots 486 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the point of intersection of the Western Right-of-Way Line of GA. State Route 141 – also known as Peachtree Parkway (a variable width Right-of-Way) and the South Line of aforesaid Land Lot 487, said point also being North 89 degrees 51 minutes 07 seconds West, 68.72 feet from a 3/4 inch crimp top pipe found at the common corner to Land Lots 487, 488, 521 and 522 of the aforesaid District and Section; thence, continuing along the aforesaid Right-of-Way of GA. State Route 141 29.79 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 07° 18' 26" East, 29.79 feet to a point; thence, South 07° 55' 10" East, 553.61 feet to a point; thence, South 08° 14' 17" East, 30.62 feet to a point on the mitred intersection with Ronald Reagan Parkway a.k.a. Forsyth Connector (having a variable Right of Way); thence, leaving the aforesaid Right of Way of State Route 141 and running across the said mitre South 41° 16' 04" West, 43.44 feet to a point on the aforesaid Right of Way of Ronald Reagan Parkway; thence, continuing with the aforesaid Right of Way of Ronald Reagan Parkway South 88° 13' 23" West, 99.55 feet to a point; thence, South 81° 23' 16" West, 67.22 feet to a point; thence, South 88° 13' 23" West, 1774.88 feet to a point; thence, 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1,050.00 feet and a chord bearing and distance of South 86° 12' 59" West, 73.54 feet to a point and the TRUE POINT OF BEGINNING.

1. Thence, 1,110.90 feet along the arc of a curve deflecting to the left, having a radius of 1,050.00 feet and a chord bearing and distance of South 53° 54' 00" West, 1059.81 feet to a point of intersection with the West Line of aforesaid Land Lot 523 and the aforesaid Right of Way of Ronald Reagan Parkway; thence, leaving the aforesaid Right of Way of Ronald Reagan Parkway
2. North 02° 21' 36" West, 1346.69 feet to a one half inch rebar found at the apparent Land Lot Corner of Land Lots 485, 486, 523 and 524; thence, leaving the aforesaid Land Lot Corner and running with the West Line of Land Lot 486
3. North 02° 58' 57" East, 85.25 feet to a point on the southerly Right of Way of Georgia State Highway 400; thence, leaving the aforesaid Land Lot Line and running with the aforesaid Right of Way of Georgia State Highway 400
4. North 41° 25' 04" East, 116.24 feet to a point; thence,
5. North 49° 38' 22" East, 667.27 feet to a point; thence,
6. North 62° 03' 32" East, 172.62 feet to a point; thence, leaving the aforesaid Right of Way of Georgia State Highway 400
7. South 85° 08' 38" East, 80.71 feet to a point; thence,
8. South 19° 02' 14" East, 2.16 feet to a point; thence,
9. North 82° 53' 10" East, 16.25 feet to a point; thence,
10. North 68° 38' 52" East, 37.47 feet to a point; thence,
11. South 85° 14' 26" East, 84.43 feet to a point; thence,
12. North 70° 47' 46" East, 60.76 feet to a point; thence,
13. South 41° 57' 40" East, 49.83 feet to a point; thence,
14. North 69° 05' 40" East, 28.47 feet to a point; thence,
15. South 80° 32' 07" East, 45.35 feet to a point; thence,
16. North 53° 56' 35" East, 26.56 feet to a point; thence,
17. North 67° 55' 30" East, 66.08 feet to a point; thence,
18. South 81° 01' 22" East, 127.25 feet to a point ; thence,
19. South 01° 46' 37" East, 1133.63 feet to a point; thence,
20. South 88° 13' 23" West, 414.98 feet to a point; thence,

21. South 01° 46' 37" East, 215.60 feet to a point; thence,
23. South 88° 10' 02" West, 1.25 feet to a point; thence,
24. South 01° 45' 53" East, 25.00 feet to a point; thence,
25. South 88° 13' 25" West, 20.00 feet to a point; thence,
26. South 43° 13' 42" West 34.76 feet to a point on the aforesaid Right of Way of Ronald Reagan Parkway and the point of beginning, containing 1,747,202 square feet or 40.1102 acres of land, *more or less.*

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

EXHIBIT A-2
LEGAL DESCRIPTION OF THE OUTPARCELS

The Avenue Forsyth
"Outparcel One"

All that tract or parcel of land lying and being in Land Lots 487 and 488, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 362.84 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 South 17 degrees 45 minutes 27 seconds West for a distance of 35.21 feet to a point; thence, along the arc of a curve deflecting to the left having a chord bearing South 14 degrees 47 minutes 19 seconds West for 144.44 feet and having a radius of 1,394.35 feet, an arc distance of 144.50 to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 88 degrees 12 minutes 08 seconds West for a distance of 237.53 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West for a distance of 205.00 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 224.42 feet to a point; thence, South 65 degrees 02 minutes 30 seconds East for a distance of 73.98 feet tova point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 53,579 square feet or 1.2300 acres of land, more or less, as shown on that certain Parcel Separation Plat for the Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Two"

All that tract or parcel of land lying and being in Land Lot 487, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve deflecting to the left having a chord bearing South 14 degrees 47 minutes 19 seconds West for 144.44 feet and having a radius of 1,394.35 feet, an arc distance of 144.50 to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 along the arc of a curve deflecting to the left having a chord bearing South 09 degrees 12 minutes 25 seconds West for 127.13 feet and having a radius of 1,394.35 feet, an arc distance of 127.17 to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 46 degrees 29 minutes 56 seconds West for a distance of 114.63 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 210.25 feet to a point; thence, along the arc of a curve having a chord bearing North 46 degrees 46 minutes 37 seconds West for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West for a distance of 151.50 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 124.00 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West for a distance of 8.00 feet to a point; thence, North 88 degrees 12 minutes 08 seconds East for a distance of 237.53 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 64,571 square feet or 1.4823 acres of land, more or less, as shown on that certain Parcel Separation Plat for the Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Three"

All that tract or parcel of land lying and being in Land Lots 487 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve having a chord bearing South 07 degrees 37 minutes 01 second West for 491.00 feet and having a radius of 1,394.35 feet, an arc distance of 493.57 feet to a point on said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 along the arc of a curve having a chord bearing South 05 degrees 13 minutes 17 seconds East for 131.25 feet and having a radius of 1,394.35 feet, an arc distance of 131.30 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East for a distance of 5.13 feet to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 88 degrees 13 minutes 23 seconds West for a distance of 331.00 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West for a distance of 164.50 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 211.96 feet to a point; thence, South 46 degrees 27 minutes 19 seconds East for a distance of 98.28 feet to a point on the westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 64,088 square feet or 1.4713 acres of land, more or less, as shown on that certain Parcel Separation Plat for the Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Four"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve deflecting to the left having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East for a distance of 5.13 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 South 07 degrees 55 minutes 10 seconds East for a distance of 164.44 feet to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 88 degrees 13 minutes 23 seconds West for a distance of 348.60 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West for a distance of 163.49 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 331.00 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 55,556 square feet or 1.2754 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Five"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve deflecting to the left having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East for a distance of 169.57 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 South 07 degrees 55 minutes 10 seconds East for a distance of 160.85; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running along the arc of a curve deflecting to the right having a chord bearing South 61 degrees 02 minutes 30 seconds West for 51.62 feet and having a radius of 56.50 feet, an arc distance of 53.61 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 278.39 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 46 degrees 46 minutes 37 seconds West a distance of 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West for a distance of 142.00 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 348.60 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 65,058 square feet or 1.4935 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Six"

All that tract or parcel of land lying and being in Land Lots 521 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve deflecting to the left having a chord bearing South 04 degrees 55 minutes 09 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East for a distance of 376.06 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 South 07 degrees 55 minutes 10 seconds East for a distance of 177.55 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East for a distance of 30.62 feet to a point at the intersection with the northerly right-of way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, leaving the said westerly right-of-way line of Georgia State Route 141 and continuing along the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West for a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West for a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 68.98 feet to a point at the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leaving the said northerly right-of-way line of Ronald Reagan Parkway and continue along the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 54 minutes 09 seconds West for a distance of 78.89 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 01 degrees 46 minutes 37 seconds West for a distance of 212.06 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 49.47 feet to a point; thence, North 00 degrees 48 minutes 09 seconds West for a distance of 7.74 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 43 degrees 42 minutes 36 seconds East for 19.63 feet and having a radius of 13.98 feet, an arc distance of 21.76 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 235.33 feet to a point; thence, along the arc of a curve deflecting to the left having a bearing of North 78 degrees 36 minutes 11 seconds East for 22.18 feet and having a radius of 66.37 feet, an arc distance of 22.29 feet to a point on the said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 77,931 square feet or 1.7890 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Seven"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve deflecting to the left having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East for a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East for a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, leave the said westerly right-of-way line of Georgia State Route 141 and continue along the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West for a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West for a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 68.98 feet to a point at the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the said northerly right-of-way line of Ronald Reagan Parkway and continue along the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 54 minutes 09 seconds West for a distance of 78.89 feet to a point and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 54 minutes 09 seconds West for a distance of 21.37 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 181.74 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 46 degrees 42 minutes 02 seconds West for a distance of 86.28 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West for a distance of 106.91 feet to a point; thence, along the arc of a curve deflecting to the right having a bearing of North 43 degrees 13 minutes 23 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 222.38 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East for a distance of 212.06 feet to a point on the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 53,080 square feet or 1.2185 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Eight"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East for a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East for a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway, South 41 degrees 16 minutes 04 seconds West for a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West for a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 547.30 feet to a point on the said northerly right-of-way line of Ronald Reagan Parkway and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said northerly right-of-way line of Ronald Reagan Parkway South 88 degrees 13 minutes 23 seconds West for a distance of 181.40 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leaving the said northerly right-of-way line of Ronald Reagan Parkway and running with said northerly proposed right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West for a distance of 50.36 feet to a point; thence, leaving the said northerly proposed right-of-way line of dedication of Ronald Reagan Parkway and running North 01 degrees 46 minutes 37 seconds West for a distance of 215.45 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 251.00 feet to a point; thence, along the arc of a curve deflecting to the right having a bearing of South 46 degrees 46 minutes 37 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East for a distance of 118.90 feet to a point; thence, South 43 degrees 13 minutes 40 seconds West for a distance of 86.42 feet to a point on the said northerly right-of-way line of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 62,401 square feet or 1.4325 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Nine"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East for a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East for a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West for a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West for a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 728.69 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the northerly right-of-way line of Ronald Reagan Parkway and run with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West for a distance of 50.36 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING

From the POINT OF BEGINNING as thus established, running thence with the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West for a distance of 49.50 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 181.81 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and running North 47 degrees 14 minutes 35 seconds West for a distance of 86.35 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West for a distance of 107.44 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 251.00 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East for a distance of 215.45 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 59,191 square feet or 1.3588 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Ten"

All that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve having a chord bearing South 04 degrees 55 minutes 09 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East for a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East for a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West for a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West for a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 728.69 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the northerly right-of-way line of Ronald Reagan Parkway and run with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West for a distance of 99.85 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 181.81 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 185.56 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence South 88 degrees 13 minutes 23 seconds West for a distance of 242.49 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and running North 01 degrees 46 minutes 37 seconds West for a distance of 209.50 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 250.00 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing South 46 degrees 46 minutes 37 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East for a distance of 119.17 feet to a point; thence, South 43 degrees 19 minutes 30 seconds West for a distance of 69.19 feet to a point on the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 59,503 square feet or 1.3660 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

The Avenue Forsyth
"Outparcel Eleven"

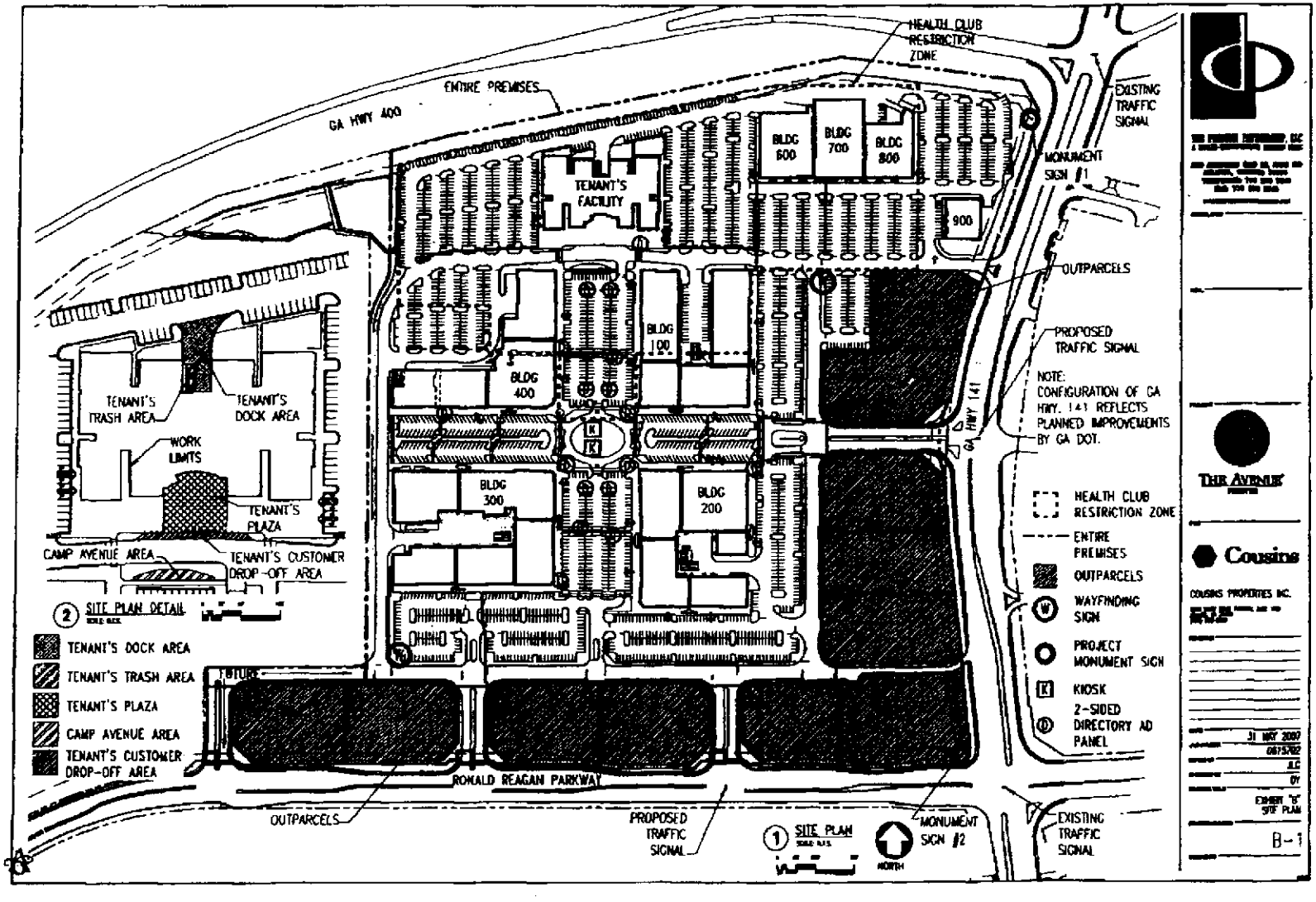
All that tract or parcel of land lying and being in Land Lot 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

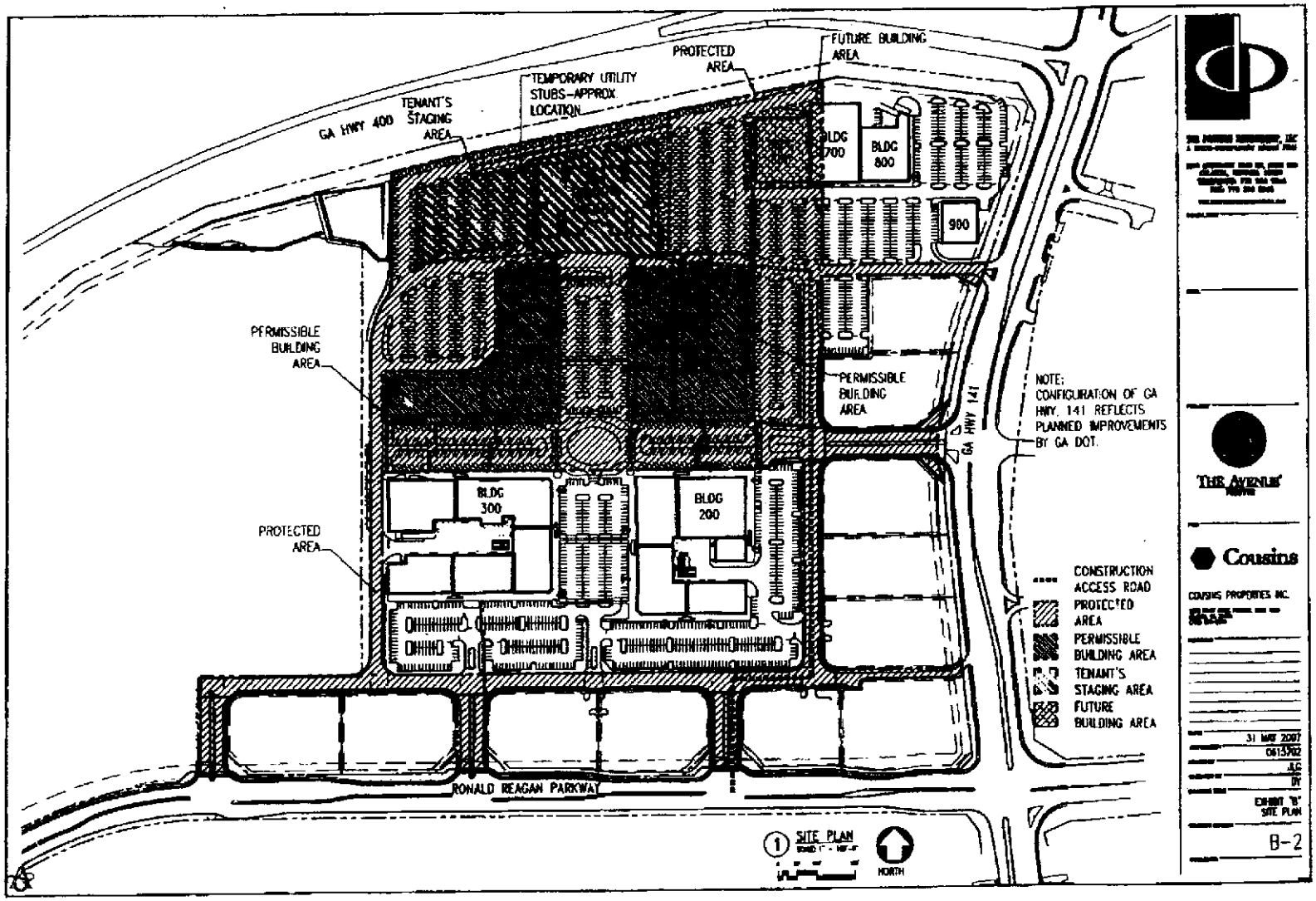
TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West for a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West for a distance of 398.05 feet to a point; thence, along the arc of a curve having a chord bearing South 04 degrees 55 minutes 09 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East for a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East for a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West for a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West for a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 728.69 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the northerly right-of-way line of Ronald Reagan Parkway and run with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West for a distance of 99.85 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 181.81 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 185.56 feet to point; thence, South 88 degrees 13 minutes 23 seconds West for a distance of 242.49 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence South 88 degrees 13 minutes 23 seconds West for a distance of 229.64 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and running North 47 degrees 32 minutes 54 seconds West for a distance of 86.36 feet; thence, North 01 degrees 46 minutes 37 seconds West for a distance of 107.76 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East for a distance of 250.02 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East for a distance of 209.50 feet to a point on the said proposed northerly right-of-way line of Ronald Reagan Parkway and the POINT OF BEGINNING.

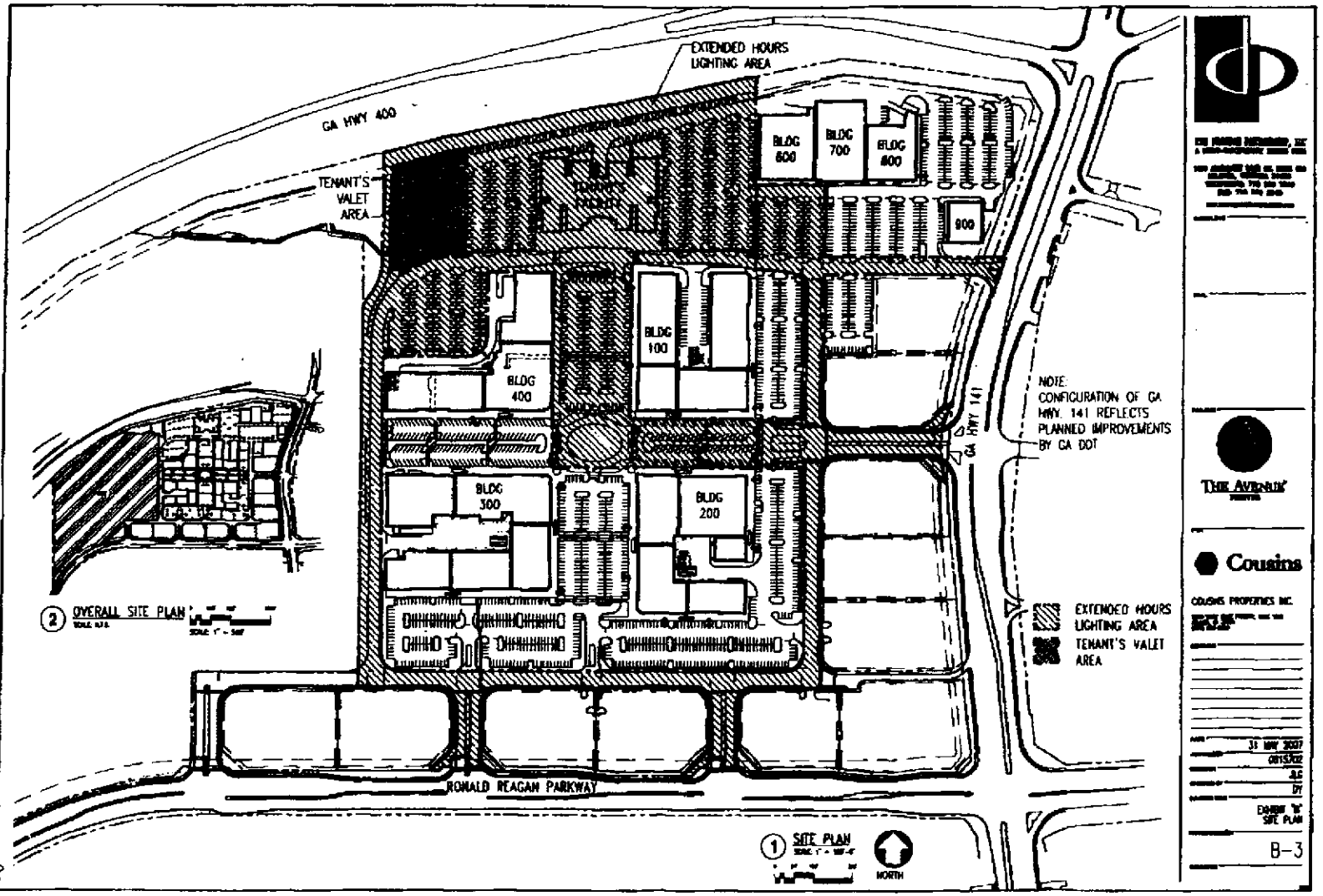
Said Property containing 58,840 square feet or 1.3508 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

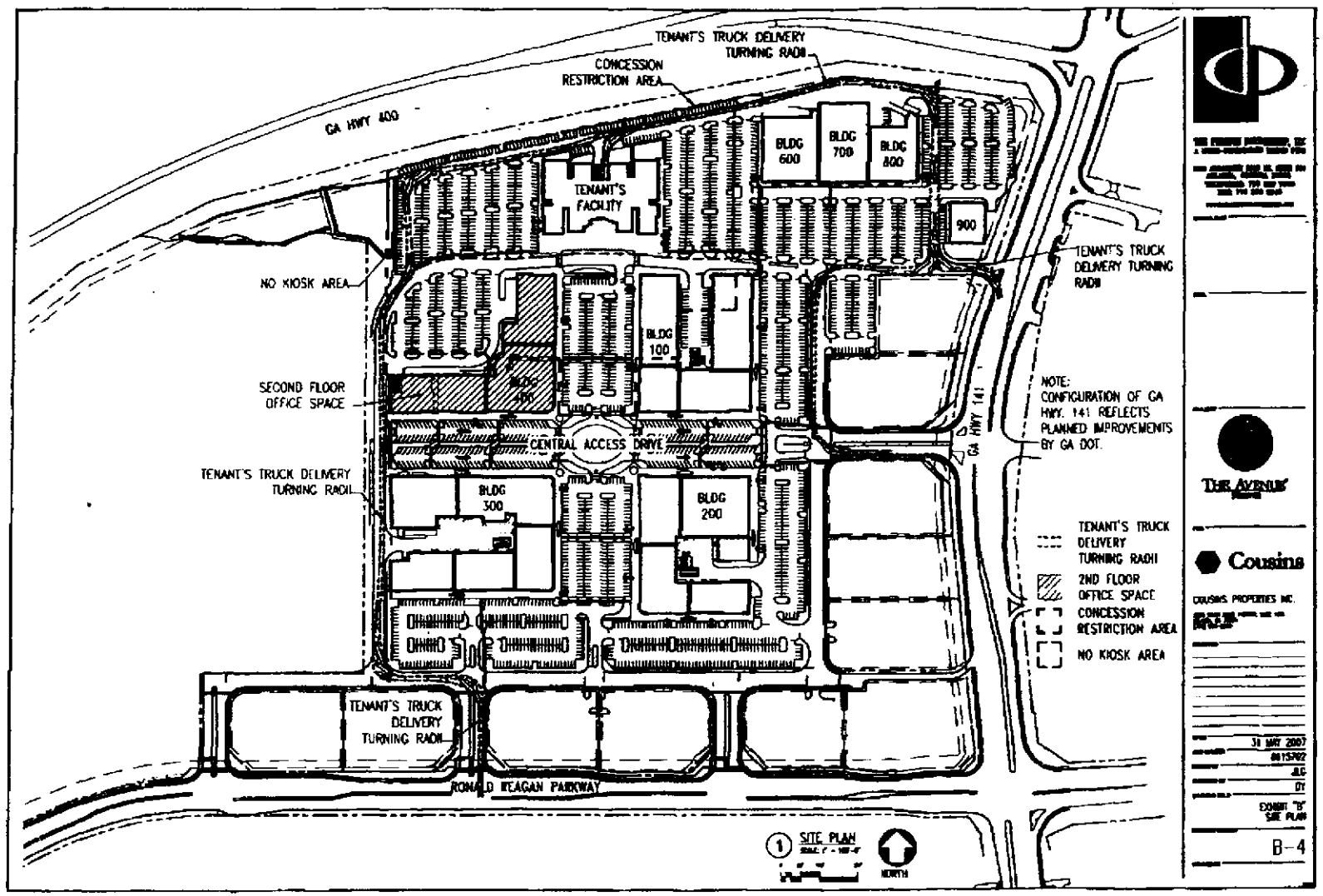
EXHIBIT B
SITE PLAN

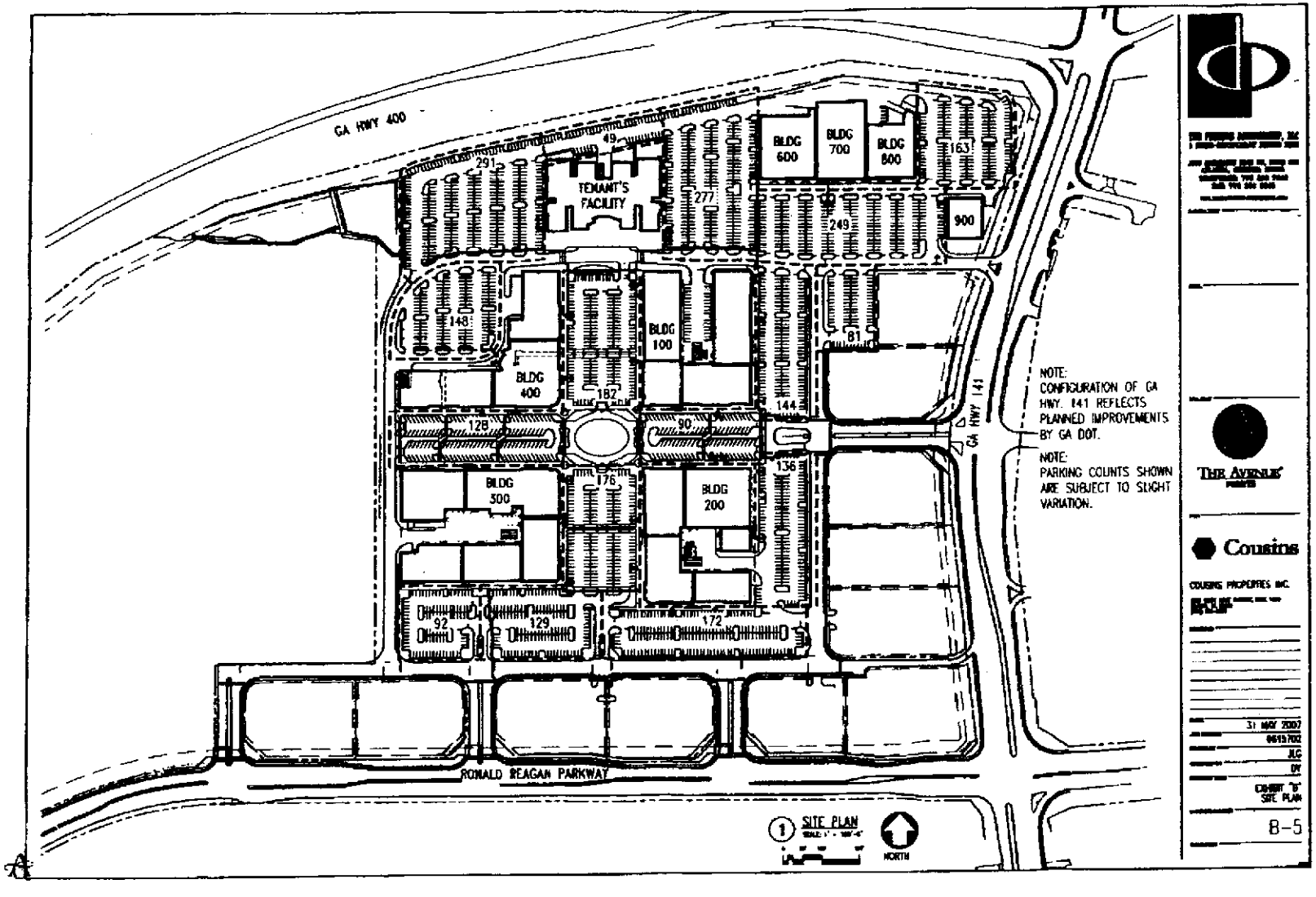

HEALTH CLUB RESTRICTION ZONE
ENTIRE PREMISES
GA HWY 400
EXISTING TRAFFIC SIGNAL
MONUMENT SIGN #1
TENANT'S FACILITY
BLDG 600
BLDG 700
BLDG 800
900
OUTPARCELS
PROPOSED TRAFFIC SIGNAL
NOTE: CONFIGURATION OF GA HWY. 141 REFLECTS PLANNED IMPROVEMENTS BY GA DOT.
BLDG 100
BLDG 400
GA HWY 141
BLDG 300
BLDG 200
TENANT'S TRASH AREA
TENANT'S DOCK AREA
WORK LIMITS
TENANT'S PLAZA
CAMP AVENUE AREA
TENANT'S CUSTOMER DROP-OFF AREA
2 SITE PLAN DETAIL
TENANT'S DOCK AREA
TENANT'S TRASH AREA
TENANT'S PLAZA
CAMP AVENUE AREA
TENANT'S CUSTOMER DROP-OFF AREA
HEALTH CLUB RESTRICTION ZONE
ENTIRE PREMISES
OUTPARCELS
WAYFINDING SIGN
PROJECT MONUMENT SIGN
KIOSK
2-SIDED DIRECTORY AD PANEL
RONALD REAGAN PARKWAY
OUTPARCELS
PROPOSED TRAFFIC SIGNAL
1 SITE PLAN
NORTH
MONUMENT SIGN #2
EXISTING TRAFFIC SIGNAL
THE AVENUE
Cousins
COUSINS PROPERTIES INC.
31 MAY 2007
EXHIBIT "B" SITE PLAN
B-1



GA HWY 400
TENANT'S STAGING AREA
TEMPORARY UTILITY STUBS-APPROX. LOCATION
PROTECTED AREA
FUTURE BUILDING AREA
BLDG 700
BLDG 800
900
PERMISSIBLE BUILDING AREA
PERMISSIBLE BUILDING AREA
GA HWY 141
NOTE: CONFIGURATION OF GA HWY. 141 REFLECTS PLANNED IMPROVEMENTS BY GA DOT.
BLDG 300
BLDG 200
PROTECTED AREA
CONSTRUCTION ACCESS ROAD
PROTECTED AREA
PERMISSIBLE BUILDING AREA
TENANT'S STAGING AREA
FUTURE BUILDING AREA
RONALD REAGAN PARKWAY
1 SITE PLAN
NORTH
THE AVENUE
Cousins
COUSINS PROPERTIES INC.
31 MAY 2007
0615702
EXHIBIT "B" SITE PLAN
B-2


EXTENDED HOURS LIGHTING AREA
GA HWY 400
TENANT'S VALET AREA
BLDG 600
BLDG 700
BLDG 800
900
BLDG 100
BLDG 400
BLDG 300
BLDG 200
GA HWY 141
NOTE:
CONFIGURATION OF GA HWY. 141 REFLECTS PLANNED IMPROVEMENTS BY GA DOT
EXTENDED HOURS LIGHTING AREA
TENANT'S VALET AREA
RONALD REAGAN PARKWAY
2 OVERALL SITE PLAN
1 SITE PLAN
NORTH
THE AVENUE
Cousins
COUSINS PROPERTIES INC.
B-3


TENANT'S TRUCK DELIVERY TURNING RADII
CONCESSION RESTRICTION AREA
GA HWY 400
TENANT'S FACILITY
BLDG 600
BLDG 700
BLDG 800
900
TENANT'S TRUCK DELIVERY TURNING RADII
NO KIOSK AREA
BLDG 100
SECOND FLOOR OFFICE SPACE
BLDG 400
CENTRAL ACCESS DRIVE
GA HWY 141
NOTE: CONFIGURATION OF GA HWY. 141 REFLECTS PLANNED IMPROVEMENTS BY GA DOT.
TENANT'S TRUCK DELIVERY TURNING RADII
BLDG 300
BLDG 200
TENANT'S TRUCK DELIVERY
2ND FLOOR OFFICE SPACE
CONCESSION RESTRICTION AREA
NO KIOSK AREA
TENANT'S TRUCK DELIVERY TURNING RADII
RONALD REAGAN PARKWAY
1 SITE PLAN
NORTH
THE AVENUE
Cousins
COUSINS PROPERTIES INC.
31 MAY 2007
EXHIBIT "B" SITE PLAN
B-4


GA HWY 400
TENANT'S FACILITY
BLDG 600
BLDG 700
BLDG 800
900
BLDG 100
BLDG 400
BLDG 300
BLDG 200
291
49
277
163
249
148
182
144
81
128
90
136
176
92
129
172
GA HWY 141
RONALD REAGAN PARKWAY
NOTE:
CONFIGURATION OF GA HWY. 141 REFLECTS PLANNED IMPROVEMENTS BY GA DOT.
NOTE:
PARKING COUNTS SHOWN ARE SUBJECT TO SLIGHT VARIATION.
1 SITE PLAN
NORTH
THE AVENUES
Cousins
COUSINS PROPERTIES INC.
31 MAY 2007
JLG
DV
EXHIBIT "B"
SITE PLAN
B-5

Doc ID: 010093380004 Type: GLR
Filed: 10/04/2007 at 02:37:21 PM
Fee Amt: $16.00 Page 1 of 4
Transfer Tax: $0.00
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK 4916 PG 4-7

STATE OF GEORGIA
COUNTY OF Forsyth

Preparer's name and address:
(Return document to the Bellsouth
Address on back)

pit
BELLSOUTH TELECOMMUNICATIONS, INC
ATTN: DAVID GARDY
3414 OLD CANTON ROAD
OAKWOOD GA 30566

EASEMENT

For and in consideration of ONE dollars ($ 1.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia Corporation, the licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, an easement to construct, operate, maintain, add and/or remove such systems of communications, facilities, stand by generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Easement Area").

The following rights are also granted: ingress to and egress from said easement at all times; the right, but not the obligation, to clear the easement and keep it cleared of all tress, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the Easement which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to test and maintain generators and associated equipment within the Easement area..

To have and to hold the above granted easement unto Bellsouth Telecommunications, Inc., successors, assigns forever and in perpetuity.

Grantor warrants that grantor is the true owner of record of the above described land on which the aforesaid easement is granted.

SPECIAL STIPULATIONS OR COMMENTS:
The following special stipulations shall control in the event of conflict with any of the foregoing easement:

_____
_____
_____
_____
_____

In witness whereof, the undersigned has/have caused this instrument to be executed on the 6th day of July, 2007 Signed, sealed and delivered in the presence of:

Witness

Witness

Avenue Forsyth, LLC, a Georgia limited liability company, its sole member
By:
Title: SVP
Attest:

State of Georgia, County of Fulton

I Eleanor Binford, do hereby certify that Bill Rogers, personally came before me this day and acknowledged that he (or she) is SVP (officer) of Cousins Properties Incorporated, a Georgia corporation, the sole member of Avenue Forsyth, LLC, a Georgia limited liability company, and backed by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its SVP (officer) sealed with its corporate seal, and attested by himself (or herself) as its Asst. (officer).

Witness my hand and seal, this 6th day of July 2007.

Notary Public

My Commission Expires:

ELEANOR M. BINFORD NOTARY PUBLIC GEORGIA FULTON COUNTY EXPIRES NOV. 07, 2008

Grantor's Address:
Avenue Forsyth, LLC
c/o Cousins Properties Incorporated
191 Peachtree Street
Atlanta, GA 30303

Grantee's Address:
Bellsouth Telecommunications, Inc.
Attn: David Gaddy 770-535-5001
3414 Old Oakwood Road
Oakwood, GA 30566-2801

TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC.

District	FRC	Wire Center/NXX	Authority
Drawing	Area Number	Plat Number	RWID
Approval		Title	

EXHIBIT "A"

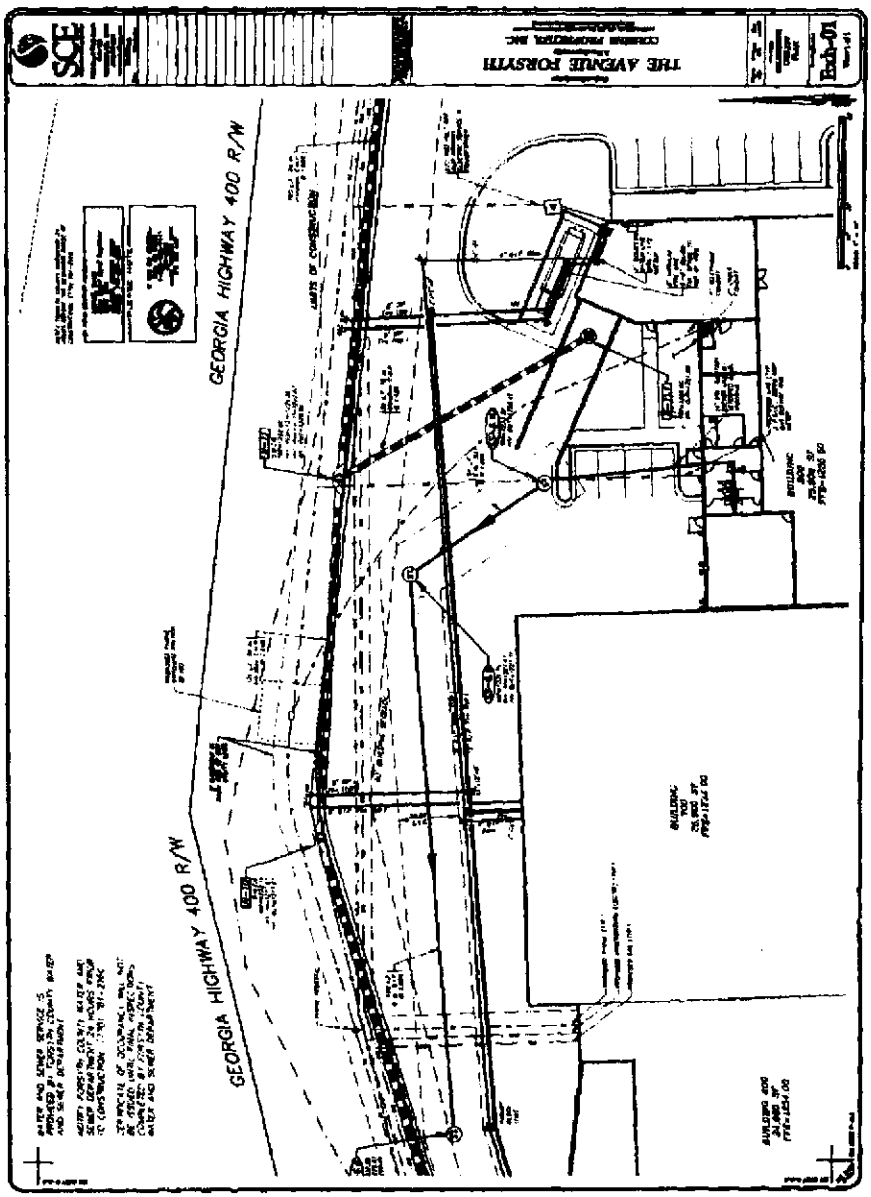


Exhibit "A"

The Avenue Forsyth
"Proposed Bell South Switching Easement"

All that tract or parcel of land lying and being in Land Lots 487 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Highway 400, North 33° 25' 42" West, 89.60 feet to a point; thence, North 84° 11' 20" West, 457.20 feet to a point; thence leaving the aforesaid Right-of-Way Line of Georgia State Highway 400, South 05° 58' 25" West, 20.24 feet to a point and the TRUE POINT OF BEGINNING.

Thence from said POINT OF BEGINNING as thus established and running South 84° 01' 35" East, 20.00 feet to a point; thence, South 05° 58' 25" West, 20.00 feet to a point; thence, North 84° 01' 35" West, 20.00 feet to a point; thence, North 05° 58' 25" East, 20.00 feet to a point and the POINT OF BEGINNING, containing 400 square feet or 0.0092 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

Upon Recordation Return to:
Kimberly A. Sigler, Esq.
Mintz Levin Cohn Ferris Glovsky and Popeo, PC
One Financial Center
Boston, MA 02111

Doc ID: 010462580013 Type: GLR
Filed: 04/16/2008 at 11:14:16 AM
Fee Amt: $30.00 Page 1 of 13
Forsyth County, GA
Douglas Barrelle Clerk Superior Ct
BK5102 PG91-103

Return To:
REGINALD A. HUDSPETH, LLC
6340 Sugarloaf Pkwy, Suite 150
Duluth, Georgia 30097
(770) 925-1400

06-116016

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 11 day of April, 2008, by and between CP - Forsyth Investments LLC, a Georgia limited liability company, with its principal place of business at c/o Cousins Properties Incorporated, 191 Peachtree Street, Suite 3600, Atlanta, Georgia 30303-1740 ("Landlord"), and CVS 75370 GA, L.L.C., a Delaware limited liability company, with its principal place of business at One CVS Drive, Woonsocket, Rhode Island, 02895 ("Tenant").

Landlord and Tenant entered into that certain Ground Lease dated February 29, 2008 (the "Lease") with respect to all that certain parcel of land, situated at the northwest corner of Peachtree Parkway and Ronald Reagan Boulevard in the Municipality of Cumming, County of Forsyth, State of Georgia containing approximately 1.7890 acres and more particularly described in the legal description set forth in **Exhibit A** hereto and incorporated herein by reference and made a part hereof (the "Premises").

"Shopping Center" means that certain lot or parcel of real estate located at the northwest corner of Peachtree Parkway (Highway 141) and Ronald Reagan Boulevard in the Municipality of Cumming, County of Forsyth, State of Georgia now known as The Avenue® Forsyth containing approximately 53.0547 acres, as depicted on **Exhibit A-1-1** and more particularly described on **Exhibit A-2**, and including all buildings and other improvements situated on said property, and all rights, easements, rights of way, and other appurtenances thereto. The Shopping Center does not include the Premises or any of the Outparcels (as defined below).

"Outparcels" means those certain lots or parcels as defined in that certain Declaration Regarding Outparcels by Avenue Forsyth LLC, dated July 24, 2007, which is recorded in Deed Book 4835, Pages 489-543 with the Clerk of the Superior Court, Forsyth County, Georgia (the "Declaration"). The Premises are leased subject to and together with the terms, easements and conditions set forth in the Declaration, except to the extent of any conflict between the terms of the Lease and the terms of the Declaration, in which case the terms of this Lease shall govern and control for all purposes except as otherwise provided below. By virtue of this Lease, Tenant is an "Owner" under the Declaration and shall perform the covenants and obligations of the Owner of the

Premises (including making any monetary contributions required thereunder, except for any monetary contributions required for the maintenance of the Driveway Areas (as defined in the Declaration), which shall be limited to Tenant's Driveway Contribution [as defined in Section 36 of the Lease]) and comply with the restrictions contained therein. Landlord agrees that it shall not modify or amend the terms of the Declaration in any manner which would materially increase Tenant's obligations or materially decrease Tenant's rights under this Lease.

The Lease Term shall commence on the Commencement Date as set forth in the Lease and shall terminate twenty-five (25) years from the Date of Rent Commencement set forth in the Lease plus any months and days necessary for the Lease Term to expire on the next January 31st. The Lease provides for three (3) extension periods of five (5) years each.

The Lease includes the following provisions:

(a) (i) From and after the date of this Lease and until the date that Tenant is required to open for business in the Premises fully staffed, stocked and fixtured as a retail drug store in the manner permitted under Section 5, and continuing thereafter for a period of ten (10) years after the date of this Lease (but only so long as Tenant is open and operating as a retail drug store, except for temporary closures set forth in Section 5 (e)), Landlord warrants and agrees that Landlord will not lease any space on the Outparcels (as defined in the Declaration) or permit such Outparcels to operate for use as a pharmacy mail order facility, a drug store, and/or a pharmacy prescription department (the "Exclusive Use"). Notwithstanding the foregoing, the Exclusive Use shall not apply to (i) the Premises, (ii) any Outparcels not owned by Landlord (or an affiliate of Landlord) as of the date of this Lease, and (iii) any Outparcel that is subject to a lease agreement with an unaffiliated third party as of the date of this Lease; provided, however, Landlord agrees that, to the extent that Landlord possesses consent/approval rights under existing leases as of the date of this Lease, Landlord shall not consent to any desired future change of use by a tenant under any such existing lease if such desired change of use would violate Tenant's Exclusive Use (and in furtherance thereof, Landlord shall not enter into a lease amendment, lease reinstatement agreement or any similar agreement which would have the resulting effect of violating or circumventing the foregoing). Further, notwithstanding the foregoing, Tenant's Exclusive Use shall not restrict Landlord from leasing space to a tenant which sells health and beauty aids, greeting cards and gifts, candy, one-hour or other on-sight photo processing, vitamins, mail order facilities, or over the counter drugs, or a discount or "dollar" store which sells general merchandise, provided such tenant is not operating for Tenant's Exclusive Use.

(b) As used in this Lease: the term "pharmacy prescription department" shall include the dispensing of prescription drugs by physicians, dentists, other health care practitioners, or entities such as health maintenance organizations, where such dispensing is for profit.

(c) Landlord warrants and agrees that the conceptual layout shown on **Exhibit A-1-1** reflects the intended position of the building(s), parking areas, curbcuts, traffic patterns, and roadways and passageways of the Shopping Center. All such areas are subject to change in Landlord's sole discretion or as set forth in the Declaration.

Landlord agrees that, unless Landlord first shall obtain Tenant's consent, which consent shall not be unreasonably withheld or delayed, there will be no change in the Premises, the

Error! Unknown document property name.

Protected Drives and Lanes, or the Protected Curbcuts (said Protected Drives and Lanes and Protected Curbcuts defined and depicted on **Exhibit C-2**) which would materially and adversely affect the accessibility to the Premises from the parking areas or from the public streets and roadways bordering the Shopping Center, or the visibility of Tenant's signs or storefront(s). Landlord shall not place any kiosks, planters, trees, shrubs, stairs, or other obstructions in any place directly in front of the Premises without Tenant's prior written consent.

The other provisions set forth in the Lease are hereby incorporated by reference into this Memorandum of Lease. In the event of any conflict or inconsistency between the terms of this instrument and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

Upon the request of Landlord following the expiration or termination of the Lease, subject to the rights of a Leasehold Mortgagee as provided by the terms of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate cancellation instrument acknowledging the expiration or termination of the Lease and, subject to the rights of a Leasehold Mortgagee as provided by the terms of the Lease, releasing any and all right, title and interest of Tenant in and to the Premises under the Lease (except to the extent any obligations thereunder survive expiration or termination of the Lease pursuant to the Lease). Such cancellation instrument shall be executed in proper form for recordation in the Public Records of Forsyth County, Georgia.

To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. A facsimile signature shall be binding on the party sending the same.

[SIGNATURE PAGE FOLLOWS]

Error! Unknown document property name.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Landlord:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

CP – Forsyth Investments LLC, a Georgia limited liability company

By: Cousins Properties Incorporated
A Georgia corporation, its Agent

By: _____
Name: _____
Title: _____

[corporate seal]

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL]

Tenant:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

CVS 75370, L.L.C., a Delaware limited liability company

By: _____ (SEAL)
Name:

Title:

Notary Public

My Commission Expires:

[AFFIX NOTARIAL SEAL]

MARCIA JASANY
Notary Public
State of Ohio
My Commission Expires 3/1/2009

EXHIBIT A

REAL ESTATE DESCRIPTION - PREMISES

All that tract or parcel of land lying and being in Land Lots 521 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point of beginning and running with the aforesaid Right-of-Way of Georgia State Route 141 South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 376.06 feet to a point and the Point of Beginning as thus described.

Thence continuing with the aforesaid Right-of-Way of Georgia State Route 141 South 07° 55' 10" East, 177.55 feet to a point; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the northerly Right-of Way of Ronald Reagan Parkway a.k.a. The Forsyth Connector (having a variable Right-of-Way); thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and continuing along the said Right-of-Way of Ronald Reagan Parkway South 41° 16' 04" West, 43.44 feet to a point; thence, South 88° 13' 23" West, 99.55 feet to a point; thence, South 81° 23' 16" West, 67.22 feet to a point; thence, South 88° 13' 23" West, 68.98 feet to a point at the proposed Right-of-Way Dedication of Ronald Reagan Parkway; thence, leaving the said Right-of-Way of Ronald Reagan Parkway and continue along the proposed Right of Way Dedication North 84° 54' 09" West, 78.89 feet to a point; thence, leaving the proposed Right-of-Way Dedication North 01° 46' 37" West, 212.06 feet to a point; thence,North 88° 13' 23" East, 49.47 feet to a point; thence, North 00° 48' 09" West, 7.74 feet to a point; thence, 21.76 feet along the arc of a curve deflecting to the right, having a radius of 13.98 feet and a chord bearing and distance of North 43° 42' 36" East, 19.63 feet to a point; thence, North 88° 13' 23" East, 235.33 feet to a point; thence, 22.29 feet along the arc of a curve deflecting to the left, having a radius of 66.37 feet and a chord bearing and distance of North 78° 36' 11" East, 22.18 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141 and the Point of Beginning, containing 77,931 square feet or 1.7890 acres of land, more or less.

EXHIBIT A-1-1

SITE PLAN - SHOPPING CENTER

EXHIBIT "A"
SITE PLAN

Exhibit A-1-1

EXHIBIT A-2

REAL ESTATE DESCRIPTION - SHOPPING CENTER

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

1. South 13° 21' 19" West, 122.30 feet to a point; thence,
2. South 17° 45' 27" West, 362.84 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
3. North 65° 02' 30" West, 73.98 feet to a point; thence,
4. South 88° 13' 23" West, 224.42 feet to a point; thence,
5. South 01° 46' 37" East, 213.00 feet to a point; thence,
6. South 88° 13' 23" West, 124.00 feet to a point; thence,
7. South 01° 46' 37" East, 151.50 feet to a point; thence,
8. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
9. North 88° 13' 23" East, 210.25 feet to a point; thence,
10. North 46° 29' 56" East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
11. 221.90 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 02° 02' 06" West, 221.67 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
12. North 46° 27' 19" West, 98.28 feet to a point; thence,
13. South 88° 13' 23" West, 211.96 feet to a point; thence,
14. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
15. South 01° 46' 37" East, 470.00 feet to a point; thence,
16. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
17. North 88° 13' 23" East, 278.39 feet to a point; thence,
18. 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61° 02' 30" East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
19. South 07° 55' 10" East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141

20. 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78° 36' 11" West, 22.18 feet to a point; thence,
21. South 88° 13' 23" West, 235.33 feet to a point; thence, 21.76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43° 42' 36" West, 19.63 feet to a point; thence,
22. South 00° 48' 09" East, 7.74 feet to a point; thence,
23. South 88° 13' 23" West, 271.85 feet to a point; thence,
24. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
25. South 01° 46' 37" East, 106.91 feet to a point; thence,
26. South 46° 42' 02" East, 86.28 feet to a point; thence,
27. North 88° 13' 23" East, 181.74 feet to a point; thence,
28. South 84° 54' 09" East, 100.26 feet to a point on the northerly Right-of-Way of the Forsyth Connector a.k.a. Ronald Reagan Parkway (having a variable Right-of-Way); thence, running with the aforesaid Right-of-Way of Ronald Reagan Parkway
29. South 88° 13' 23" West, 478.32 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway
30. North 43° 13' 40" East, 86.42 feet to a point; thence,
31. North 01° 46' 37" West, 118.90 feet to a point; thence,
32. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet to a point; thence,
33. South 88° 13' 23" West, 502.00 feet to a point; thence,
34. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
35. South 01° 46' 37" East, 107.44 feet to a point; thence,
36. South 47° 14' 35" East, 86.35 feet to a point; thence,
37. North 88° 13' 23" East, 181.81 feet to a point; thence,
38. South 84° 52' 29" East, 99.85 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway; thence, running with the said Right-of-Way of Ronald Reagan Parkway
39. South 88° 13' 23" West, 1046.19 feet to a point ; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway
40. 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86° 12' 59" West, 73.54 feet to a point; thence,
41. North 43° 13' 42" East, 34.77 feet to a point; thence,
42. North 88° 13' 25" East, 20.00 feet to a point; thence,
43. North 01° 45' 53" West, 25.00 feet to a point; thence,
44. North 88° 10' 02" East, 1.25 feet to a point; thence,
45. North 01° 46' 37" West, 215.60 feet to a point; thence,
46. North 88° 13' 23" East, 414.98 feet to a point; thence,
47. North 01° 46' 37" West, 1133.63 feet to a point; thence,
48. North 81° 01' 22" West, 127.25 feet to a point; thence,
49. South 67° 55' 30" West, 66.08 feet to a point; thence,
50. South 53° 56' 35" West, 26.56 feet to a point; thence,

51. North 80° 32' 07" West, 45.35 feet to a point; thence,
52. South 69° 05' 40" West, 28.47 feet to a point; thence,
53. North 41° 57' 40" West, 49.83 feet to a point; thence,
54. South 70° 47' 46" West, 60.76 feet to a point; thence,
55. North 85° 14' 26" West, 84.43 feet to a point; thence,
56. South 68° 38' 52" West, 37.47 feet to a point; thence,
57. South 82° 53' 10" West, 16.25 feet to a point; thence,
58. North 19° 02' 14" West, 2.16 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400; thence, running with the aforesaid Right-of-Way of Georgia State Highway 400
59. North 85° 08' 38" West, 80.71 feet to a point; thence,
60. North 62° 03' 32" East, 210.22 feet to a point; thence,
61. North 73° 20' 13" East, 615.65 feet to a point; thence,
62. North 76° 43' 36" East, 1054.76 feet to a point; thence,
63. South 84° 11' 20" East, 484.66 feet to a point; thence,
64. South 33° 25' 42" East, 89.60 feet to the point of beginning containing 2,429,404 square feet or 55.7715 acres of land, more or less.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84° 52' 29" West, 99.85 feet; thence, South 88° 13' 23" West, 181.81 feet; thence, South 88° 13' 23" West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88° 13' 23" West, 472.13 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running
2. North 47° 32' 54" West, 86.36 feet to a point; thence,
3. North 01° 46' 37" West, 107.76 feet to a point; thence,

4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43° 13' 23" East, 58.69 feet to a point; thence,
5. North 88° 13' 23" East, 500.02 feet to a point; thence,
6. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
7. South 01° 46' 37" East, 119.17 feet to a point; thence,
8. South 43° 19' 30" West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the point of beginning, containing 118,343 square feet or 2.7168 acres of land, more or less

Said Shopping Center Remainder tract contains 2,311,061 square feet or 53.0547 acres of land, more or less and is subject to all Rights-of-Way and easements, both recorded and unrecorded.

EXHIBIT C-2

PROTECTED DRIVES AND LANES AND PROTECTED CURBCUTS

EXHIBIT "D-2"
DEPICTION OF DRIVEWAY AREA

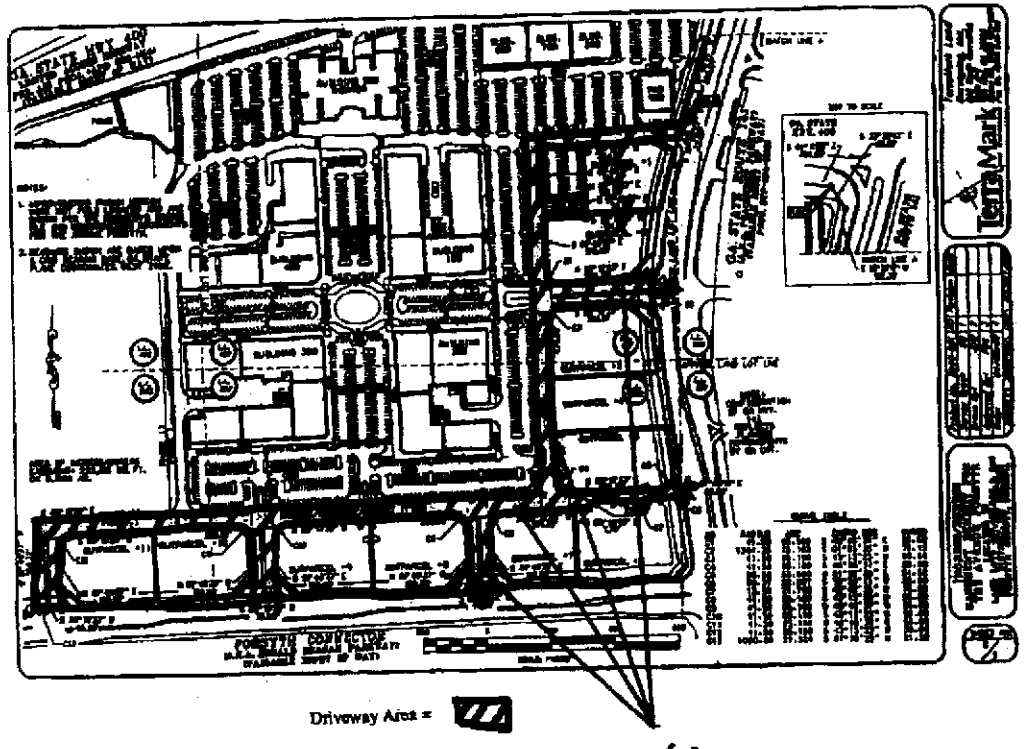


Exhibit C-2

Doc ID: 011878170007 Type: GLR
Filed: 03/19/2010 at 11:18:39 AM
Fee Amt: $24.00 Page 1 of 7
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK5648 PG721-727

(Space Above for Recorder's use)

PLEASE RECORD AND RETURN TO:

LESLIE HUDSON
FIRST AMERICAN TITLE INSURANCE COMPANY
NATIONAL COMMERCIAL SERVICES
SIX CONCOURSE PARKWAY
ATLANTA, GEORGIA 30328
FILE NO.: NCS 437JUSA

Cross Reference: Deed Book 5102, page 91;
Forsyth County, Georgia records

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made and entered into as of the 17th day of March, 2010, by and between CP-FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("Assignor") and SJR PROPERTIES, LLC, an Alabama limited liability company ("Assignee").

WITNESSTH:

WHEREAS, contemporaneously with the execution hereof, Assignor has conveyed to Assignee certain real property located in Forsyth County, Georgia, and more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, in connection with said conveyance, Assignor desires to transfer and assign to Assignee all of Assigner's right, title and interest in and to a certain ground lease affecting the Property, subject to the terms and conditions hereof, Assignee desires to assume Assignor's obligations with respect to said ground lease;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid to Assignor by Assignee, Assignee's purchase of the Property and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby unconditionally and absolutely assigns, transfers, sets over and conveys to Assignee, without warranty or representation of any kind, express or implied, except as expressly set forth herein, all of Assignor's right, title, interest in, to and under that certain ground lease set forth in Exhibit "B" attached hereto and by this reference made a part hereof affecting or relating to the Property or the improvements thereon (the "Lease") which Lease is evidenced by that certain Memorandum of Ground Lease dated April 11, 2008, recorded in Deed Book 5102, Page 91 in the records of Forsyth County, Georgia.

2. Assignee, by acceptance hereof, hereby assumes and agrees to perform all of Assignor's duties and obligations under the Lease arising from and after the date hereof.

3. Assignor hereby warrants and covenants to its actual knowledge (i) that the Lease is in full force and effect, (ii) that the Lease is valid and binding in accordance with the terms thereof, (iii) that the ground lessee is not default under the terms of the Lease, (iv) that Assignor, as ground lessor, is not in default under the terms of the Lease, and (v) that no commission or fees is, are, or will at any time be, payable to anyone under the Lease being assigned to Assignee hereunder.

4. Assignor agrees to and shall indemnify and defend Assignee against, and hold Assignee harmless from, all contract claims, demands, causes of action and any tort claims arising as a result of Assignor's ownership and operation of the Property prior to the date hereof or by reason of Assignor's breach of any agreement or lease affecting the Property, including, but not limited to the Lease, prior to the date hereof, whether any such claims, demands, causes of action or suits are asserted prior to or after the date hereof.

5. Assignee agrees to and shall indemnify and defend Assignor against, and hold Assignor harmless from, all contract claims, demands, causes of action and any tort claims arising as a result of Assignee's ownership and operation of the Property from and after the date hereof or by reason of Assignee's breach of any agreement or lease affecting the Property, including, but not limited to the Lease, on and after the date hereof, whether any such claims, demands, causes of action or suits are asserted on or after the date hereof.

6. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee, their respective legal representatives, successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Assignment.

[Signatures commence on following page]

IN WITNESS WHEREOF, the duly authorized representatives of Assignor and Assignee have caused this Assignment to be properly executed under seal as of this day and year first above written.

"ASSIGNOR":

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

7-16-12

(NOTARY SEAL)

CP – FORSYTH INVESTMENTS LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated,
a Georgia corporation, its sole
member

By:
Name: David Nelson
Title: Senior Vice President

(CORPORATE SEAL)

(Signatures continue on the following page)

"ASSIGNEE":

Signed, sealed and delivered
in the presence of:

Witness

SJR PROPERTIES, LLC,
an Alabama limited liability company

By: _____ (SEAL)
Name: Jeffrey A. Rosen
Title: Manager

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to (or affirmed) before me on this 10th day of March, 2010, by Jeffrey A. Rosen, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Seal)

Notary Public Lory Ann Apilado

LORY ANN APILADO
Commission # 1834030
Notary Public - California
Los Angeles County
My Comm. Expires Jan 29, 2013

[Signatures continued on following page]

Exhibit "A"

Legal Description

THE AVENUE FORSYTH
"Out-Parcel Six"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 521 AND 522, 2ND DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF GEORGIA STATE HIGHWAY 400 (HAVING A VARIABLE RIGHT-OF-WAY) AND THE WESTERLY RIGHT-OF-WAY OF GEORGIA STATE ROUTE 141 A.K.A. PEACHTREE PARKWAY (HAVING A VARIABLE RIGHT-OF-WAY); THENCE, LEAVING THE AFORESAID POINT OF BEGINNING AND RUNNING WITH THE AFORESAID RIGHT-OF-WAY OF GEORGIA STATE ROUTE 141 SOUTH 13°21'19" WEST, 122.30 FEET TO A POINT; THENCE, SOUTH 17°45'27" WEST, 398.05 FEET TO A POINT; THENCE, 624.87 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 1394.35 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 04°55'09" WEST, 619.65 FEET TO A POINT; THENCE, SOUTH 07°55'10" EAST, 376.06 FEET TO A POINT AND THE POINT OF BEGINNING AS THUS DESCRIBED.

THENCE CONTINUING WITH THE AFORESAID RIGHT-OF-WAY OF GEORGIA STATE ROUTE 141 SOUTH 07°55'10" EAST, 177.55 FEET TO A POINT; THENCE, SOUTH 08°14'17" EAST, 30.62 FEET TO A POINT AT THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF RONALD REAGAN PARKWAY A.K.A. THE FORSYTH CONNECTOR (HAVING A VARIABLE RIGHT-OF-WAY); THENCE, LEAVING THE AFORESAID RIGHT-OF-WAY OF GEORGIA STATE ROUTE 141 AND CONTINUING ALONG THE SAID RIGHT-OF-WAY OF RONALD REAGAN PARKWAY SOUTH 41°16'04" WEST, 43.44 FEET TO A POINT; THENCE, SOUTH 88°13'23" WEST, 99.55 FEET TO A POINT; THENCE, SOUTH 81°23'16" WEST, 67.22 FEET TO A POINT; THENCE, SOUTH 88°13'23" WEST, 68.98 FEET TO A POINT AT THE PROPOSED RIGHT-OF-WAY DEDICATION OF RONALD REAGAN PARKWAY; THENCE, LEAVING THE SAID RIGHT-OF-WAY OF RONALD REAGAN PARKWAY AND CONTINUE ALONG THE PROPOSED RIGHT OF WAY DEDICATION NORTH 84°54'09" WEST, 78.89 FEET TO A POINT; THENCE, LEAVING THE PROPOSED RIGHT-OF-WAY DEDICATION NORTH 01°46'37" WEST, 212.06 FEET TO A POINT; THENCE, NORTH 88°13'23" EAST, 49.47 FEET TO A POINT; THENCE, NORTH 00°48'09" WEST, 7.74 FEET TO A POINT; THENCE, 21.76 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 13.98 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 43°42'36" EAST 19.63 FEET TO A POINT; THENCE, NORTH 88°13'23" EAST, 235.33 FEET TO A POINT; THENCE, 22.29 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE LEFT, HAVING A RADIUS OF 66.37 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 78°36'11" EAST, 22.18 FEET TO A POINT ON THE AFORESAID RIGHT-OF-WAY GEORGIA STATE ROUTE 141 AND THE POINT OF BEGINNING, CONTAINING 77,931 SQUARE FEET OR 1.7890 ACRES OF LAND, MORE OR LESS.

TOGETHER WITH THE BENEFIT OF THE ACCESS EASEMENTS, RECIPROCAL ACCESS EASEMENTS, RECIPROCAL UTILITY EASEMENTS, AND STORM DRAINAGE EASEMENT AS SET FORTH IN DECLARATION REGARDING OUTPARCELS RECORDED IN BOOK 4835, PAGE 489, AS AMENDED.

Exhibit "B"

Description of Lease

1. Lease Agreement dated February 29, 2008 between CP-Forsyth Investments LLC, as successor in interest to Avenue Forsyth LLC, and CVS 75370 GA, L.L.C., as amended, if applicable.

Return To:
REGINALD A. HUDSETH, LLC
6340 Sugarloaf Pkwy, Suite 150
Duluth, Georgia 30097
(770) 623-1400
08-0527

Prepared By and When Recorded, Return to:

Liechty & McGinnis, LLP
11910 Greenville Avenue, Suite 400
Dallas, Texas 75243
Attn: Lorne O. Liechty, Esq.

Doc ID: 011281850009 Type: GLR
Filed: 07/23/2009 at 12:19:58 PM
Fee Amt: $28.00 Page 1 of 9
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 5491 PG 24-32

STATE OF GEORGIA §
§ ss.
COUNTY OF FORSYTH §

Clerk Cross Reference: DB 5102 PG 91

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made and entered into as of June 19, 2009, by and between **CVS 75370 GA, L.L.C.**, a Delaware limited liability company (the "Assignor"), and **SCP 2009-C32-505 LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor is the Tenant under that certain Ground Lease described on **Schedule 1** hereto (as the same has been amended, the "Lease"), by and between Assignor, as Tenant, and the party named as Ground Landlord on **Schedule 1** hereto, as Landlord (the "Landlord"), with respect to that certain real property described therein, which real property is more fully described on **Exhibit A** hereto (the "Leased Premises"); and

WHEREAS, Assignor desires to assign and convey the Lease and the structures and improvements on the Leased Premises to Assignee, and Assignee desires to acquire the Lease and the structures and improvements on the Leased Premises from Assignor and assume all of Assignor's rights, interests, duties, obligations and liabilities under the Lease;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

AGREEMENT:

1. Assignor hereby transfers, assigns and conveys to Assignee the Lease and the leasehold

estate in the Leased Premises created thereunder (including, without limitation, the right to occupy and use the Leased Premises in accordance with the terms of the Lease), together with all estate, right, title and interest of Assignor in and to or appurtenant to the Leased Premises and the land lying in the bed of any street or road adjoining the Leased Premises or affecting the Lease (including, without limitation, all appurtenant easements and rights-of-way), and together with all buildings, improvements and fixtures on the Leased Premises, to have and to hold the same unto Assignee, its successors and assigns. Assignor hereby binds itself and its successors to warrant and forever defend all right and title to the Lease and the leasehold estate created thereunder and all buildings, improvements and fixtures on the Leased Premises unto Assignee, its successors and assigns, against the claims of all persons owning, holding or claiming by, through or under Assignor.

2. Assignee hereby accepts the foregoing assignment and assumes all duties, obligations and liabilities of Assignor under the Lease arising from and after the date of this Assignment, and Assignee agrees to be bound by the terms, covenants, conditions and agreements set forth in the Lease.

3. As a material inducement to Assignee to enter into this Assignment, Assignor hereby represents and warrants to Assignee as follows:

(a) a true, correct and complete copy of the Lease (including all amendments thereto) has been delivered by Assignor to Assignee;

(b) the Lease has not been amended, modified or supplemented (except for amendments delivered to Assignee and described on **Schedule 1** hereto), and remains in full force and effect in accordance with its terms;

(c) the Assignor has accepted the Leased Premises and is in occupancy thereof;

(d) all rent and other amounts due under the Lease have been paid through the date of this Assignment;

(e) Assignor has full right and authority to assign its rights, title and interest in and to the Lease to Assignee, and Assignor has obtained the consent of the Landlord to the Assignment (if such consent is required under the Lease);

(f) Assignor has paid and performed all of its obligations under the Lease in accordance with the terms of the Lease through the date of this Assignment, and no default or event or condition which with notice or lapse of time or both would constitute a default, either by Landlord or the Assignor, exists or has been alleged to exist under the Lease; and

(g) the current term of the Lease expires on the date set forth as the Current Term Expiration Date on **Schedule 1** hereto.

4. Assignor shall indemnify, defend and hold Assignee harmless from and against (i) any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs and expenses suffered or incurred by or asserted against Assignee arising from or occasioned by the inaccuracy of Assignor's representations or warranties in this Assignment, and (ii) any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs and expenses suffered or incurred by or asserted against Assignee in connection with or arising from the Lease with respect to any period prior to and including the effective date of this Assignment. Assignee shall indemnify, defend and hold Assignor and CVS Caremark Corporation, a Delaware corporation, harmless from and against any and all claims, demands, actions, causes of action, losses, liabilities, damages, costs and expenses suffered or incurred in connection with or arising from the Lease with respect to any period after the expiration or termination of

that certain Sublease with respect to the Leased Premises and the buildings and improvements thereon dated as of even date herewith between Assignee, as landlord, and the entity named on Schedule 1 hereto as "Sublease Tenant", as tenant (as the same may be amended from time to time, the "Sublease"); provided, that (x) Assignee shall have no obligations under this sentence with respect to any claims, demands, actions, causes of action, losses, liabilities, damages, costs and expenses arising from or in connection with any obligations or liabilities under the Lease which the Sublease Tenant is required to perform pursuant to the terms of the Sublease, (y) nothing contained in this Assignment shall limit, modify or otherwise affect Sublease Tenant's obligations under the Sublease, and (z) Assignee shall have no obligations under this sentence if the Sublease is terminated due to the default of Sublease Tenant.

5. Without limitation of the provisions of Section 4 above, this Assignment shall not release Assignor from any obligations under the Lease, and Assignor hereby acknowledges and agrees that Assignor shall remain fully liable to the Landlord for the full performance of all the Assignor's obligations under the Lease.

6. This Assignment has been duly authorized, executed and delivered by the parties and is enforceable against each of them in accordance with its terms.

7. To facilitate execution, this Assignment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first set forth above.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ASSIGNOR'S SIGNATURE PAGE

Attached to and made a part of this Assignment and Assumption of Ground Lease dated as of June 19, 2009.

Between:

CVS 75370 GA, L.L.C., Assignor

and

SCP 2009-C32-505 LLC, Assignee

Premises:

CVS Store No.: 3882
Location: Cumming, Georgia

CVS 75370 GA, L.L.C.,
a Delaware limited liability company

By:_____
Robert T. Marcello, Vice President

ATTEST:

By:_____

Michael B. Nutman
Assistant Secretary

Signed, sealed, delivered and
notarized this 15 day of June, 2009,
in the presence of:

_____
Unofficial Witness Dawn M. Bucci

_____
Notary Public

My Commission Expires:_____

Dorothy T. O'Brien
Notary Public
State of Rhode Island
My Commission Expires 08/15/2009

ASSIGNEE'S SIGNATURE PAGE

Attached to and made a part of this Assignment and Assumption of Ground Lease dated as of June 19, 2009.

Between:

CVS 75370 GA, L.L.C., Assignor

and

SCP 2009-C32-505 LLC, Assignee

Premises:

CVS Store No.: 3882
Location: Cumming, Georgia

SCP 2009-C32-505 LLC,
a Delaware limited liability company

By: _____
Jason R. Grebin, Vice President

ATTEST:

By: _____
Name: Felicia A. DiPaola
Title: Asst. Secy

Signed, sealed, delivered and
notarized this 22 day of June, 2009,
in the presence of:

_____
Unofficial Witness

_____
Notary Public
Lauren E. Peter
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 25, 2013

My Commission Expires: _____

[NOTARIAL SEAL]

CONSENT OF GUARANTOR

The undersigned, as Guarantor under the Lease described above, consents to the assignment by Assignor of its rights, title and interest as Tenant under the Lease to Assignee, and to the assumption by Assignee of all obligations under the Lease arising from and after the date of this Assignment. The undersigned acknowledges and agrees that this Assignment shall not release Guarantor from any of its obligations under that certain Guaranty Agreement pursuant to which Guarantor guarantees the payment and performance of Assignor's obligations under the Lease, and Guarantor shall remain fully liable for the full performance of its obligations under said Guaranty.

GUARANTOR:

CVS CAREMARK CORPORATION,
a Delaware corporation

By: _____ [Seal]
Carol A. DeNale, Vice President and Treasurer

Signed, sealed, delivered and
notarized this 12 day of June, 2009,
in the presence of:

_____
Unofficial Witness Dawn M. Allard

_____
Notary Public

My Commission Expires: Dorothy T. O'Brien
Notary Public
State of Rhode Island
NOTARIAL SEAL My Commission Expires 03 15 2009

SCHEDULE 1

Store No.: 3882
Cumming, Georgia

Description of Ground Lease:	Ground Lease between CP-Forsyth Investments LLC, a Georgia limited liability company, as landlord, and CVS 75370 GA, L.L.C., a Delaware limited liability company, as tenant, dated as of February 29, 2008, as the same has been or hereafter may be amended, restated, renewed and/or extended.
Ground Landlord:	CP-Forsyth Investments LLC
Current Term Expiration Date:	8/31/2033
Sublease Tenant:	Georgia CVS Pharmacy, L.L.C.

Store No. 3882
Cumming, Georgia

EXHIBIT A

LEGAL DESCRIPTION

Parcel No. 1

All that tract or parcel of land lying and being in Land Lots 521 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point of beginning and running with the aforesaid Right-of-Way of Georgia State Route 141 South 13° 21'19" West, 122.30 feet to it point; thence, South 17°45'27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 04°55'09" West, 619.65 feet to a point; thence, South 07°55'10" East, 376.06 feet to a point and the Point of Beginning as thus described.

Thence continuing with the aforesaid Right-of-Way of Georgia State Route 141 South 07° 55'10" East, 177.55 feet to a point; thence, South 08°14'17" East, 30.62 feet to a point at the intersection with the northerly Right-of Way of Ronald Reagan Parkway a.k.a. The Forsyth Connector (having a variable Right-of-Way); thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and continuing along the said Right-of-Way of Ronald Reagan Parkway South 41°16'04" West, 43.44 feet to a point; thence, South 88°13'23" West, 99.55 feet to a point; thence, South 81°23'16" West, 67.22 feet to a point; thence, South 88°13'23" West, 68.98 feet to a point at the proposed Right-of-Way Dedication of Ronald Reagan Parkway; thence, leaving the said Right-of-Way of Ronald Reagan Parkway and continue along the proposed Right of Way Dedication North 84°54'09" West, 78.89 feet to a point; thence, leaving the proposed Right-of-Way Dedication North 01°46'37" West, 212.06 feet to a point; thence, North 88°13'23" East, 49.47 feet to a point; thence, North 00°48'09" West, 7.74 feet to a point; thence, 21.76 feet along the arc of a curve deflecting to the right, having a radius of 13.98 feet and a chord bearing and distance of North 43°42'36" East, 19.63 feet to a point; thence, North 88°13'23" East, 235.33 feet to a point; thence, 22.29 feet along the arc of a curve deflecting to the left, having a radius of 66.37 feet and a chord bearing and distance of North 78°36'11" East, 22.18 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141 and the Point of Beginning.

Said parcel is also shown as Out Parcel 6" on that certain Parcel Separation Plat for The Avenue Forsyth (Phase I), filed 11/13/2007 in Plat Book 117, Page 217, Forsyth County, Georgia records.

Easement Parcel No. 1

Together with rights and appurtenant easements created by Declaration Regarding Outparcels by Avenue Forsyth LLC, a Georgia limited liability company dated July 24, 2007, recorded July 27, 2007 in Deed Book 4835, Page 489, Forsyth County, Georgia Records.

Easement Parcel No. 2

Together with rights and appurtenant easements created by Declaration of Easements, Rights, Covenants and Restrictions by CP-Forsyth Investments, LLC and Avenue Forsyth, LLC, dated June 24, 2008, recorded June 26, 2008 in Deed Book 5167, Page 1, aforesaid records.

Doc ID: 010516550015 Type: GLR
Filed: 05/19/2008 at 04:56:51 PM
Fee Amt: $0.00 Page 1 of 15
Transfer Tax: $0.00
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK5135 PG351-365

After recording please return to:
Ronnie Grizzle
110 East Main Street
Suite 150
Cumming, GA 30040

STATE OF GEORGIA

COUNTY OF FORSYTH

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that as of the 27th day of March, 2008, the undersigned AVENUE FORSYTH LLC, a Georgia limited liability company and CP – FORSYTH INVESTMENTS LLC, a Georgia limited liability company, (herein together called "Grantor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto FORSYTH COUNTY, GEORGIA, a political subdivision of the State of Georgia (herein called "Grantee"), a perpetual exclusive (subject to limitations below) right, privilege and easement (herein called the "Easement") in, to, across, over, upon, under and through the lands of Grantor located in Land Lots 486, 487, 522 and 523, 2nd District, and 1st Section of Forsyth County, Georgia (herein called the "Land") being more particularly described on Exhibit "A", and by this reference incorporated herein and made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of an underground gravity sanitary sewer line (hereinafter the "Installations"), for the purpose of channeling or distributing water, sewage, reuse water or treated effluent, storm water runoff, and such other substances as the Forsyth County Water and Sewer Department, or its successor, may find it necessary to manage, treat, distribute, provide, sell, or dispose of, together with the reasonable right of entry into and upon the Land for the purpose of effecting the foregoing rights, privileges and easements;

By its acceptance hereof, Grantee hereby agrees with Grantor, its successors, assigns, and successors in title, that the rights, privileges and easements shall be exercised on the following terms and conditions:

1. Grantee shall operate, repair, replace and maintain continuously the Installations upon the Land, which shall be maintained in good order and repair.

2. The Installations shall be maintained within the location of the Land as shown and/or described on Exhibit "A". Temporary construction easements, if applicable, shall be utilized to facilitate construction and installation within the areas designated for such purpose on Exhibit "A," and shall expire TWO (2) year(s) from the start date of construction or upon completion and acceptance of the project by Forsyth County, whichever first occurs.

3. Any relocation of the Installations as may be requested by Grantor shall be made at Grantor's expense, provided Grantee approves the relocation, which approval shall not be unreasonably withheld.

4. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement or that may hereafter be placed on the Easement by Grantor or any other person or entity in violation of the terms and conditions of this agreement.

5. Grantee shall have the right, when required by law, governmental regulation, or necessity to conduct scientific or other studies including but not limited to environmental, geotechnical, and archaeological studies on or below the ground surface of the Easement.

6. The Easement granted herein is exclusive; however, Grantor shall have the right use the Easement in all manners that are not inconsistent with the rights granted to the County and which are not in violation of the County's regulations regarding the use of exclusive sewer easements. Specifically Grantee's Easement shall be limited by the following: (a) the Easement may be crossed by other public or private streets and utilities, sidewalks, paving and parking areas, provided they are not inconsistent with the rights granted to Grantee herein, all applicable local, state and federal laws, ordinances and regulations are complied with, and provided that any proposed grading (cut or fill) does not impact the Installations, (b) the surface of the Easement area may be used by Grantor, its successors and assigns, for landscaping provided no trees are planted thereon, and further provided such uses are not inconsistent with the rights granted Grantee herein. By way of example and without limitation of Grantee's control, no structures other than fences (which shall not exceed eight [8] feet in height) may be erected upon the Easement. Any fences so erected shall be of a type that could easily be removed should maintenance of the Installation be required (stone or brick fences are examples of types that are not permitted), must be gated sufficiently to enable the passage of service vehicles along the Easement

area, and must be approved in advance in writing by the Grantee. Furthermore, no grading (cut or fill) may be done within the Easement, without approval from the Grantee.

7. If any landscaping, driveway, parking lot, street or road, whether or not paved, which is located on the Land and which is permitted pursuant to Paragraph 6 hereof is damaged or removed as a result of the construction, installation or repair of the Installations by Grantee, Grantee shall, at its sole cost and expense, repair, restore or replace such landscaping, driveway, street or road to the condition in which it existed immediately prior to such construction or repair of the Installations.

The terms and conditions hereof shall be binding upon, and inure to the benefit of the successors and assigns of the respective parties hereto.

TO HAVE AND TO HOLD said Easement perpetually unto Grantee, its successors and assigns, together with the right, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the limitations and covenants herein set forth.

(Signatures commence on the following page)

IN WITNESS WHEREOF, Grantor has executed and delivered this Easement under seal as of the day and year first above written.

Sworn to and subscribed
before me this 27 day
of March, 2008

Notary Public

My Commission Expires:
March 8, 2011

PATRICIA A. SHARPNACK
NOTARY PUBLIC
GEORGIA
MARCH 8, 2011
GWINNETT COUNTY

CP – FORSYTH INVESTMENTS LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated, a Georgia corporation

By: _____
Name: William I. Bassett
Title: Senior Vice President

(CORPORATE SEAL)

Sworn to and subscribed
before me this 27 day
of March, 2008

Notary Public

My Commission Expires:
March 8, 2011

PATRICIA A. SHARPNACK
NOTARY PUBLIC
GEORGIA
MARCH 8, 2011
GWINNETT COUNTY

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: William I. Bassett
Title: Senior Vice President

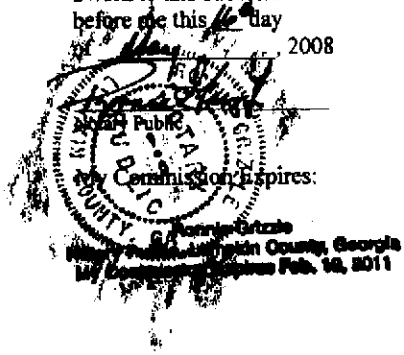
(CORPORATE SEAL)

(Signatures continue on the following page)

(NOTARY SEAL)
Sworn to and subscribed
before me this 4th day
of May, 2008

Notary Public

My Commission Expires:



FORSYTH COUNTY BOARD OF COMMISSIONERS

By: _____ (SEAL)
County Manager

Attest: _____
Clerk to the Board of Commissioners

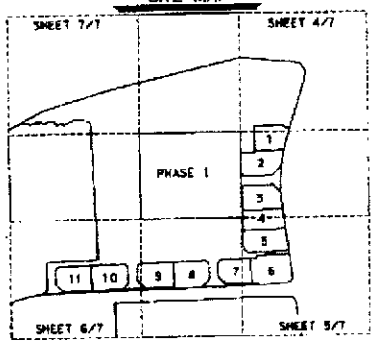
PARCEL SEPARATION PLAT FOR THE AVENUE FORSYTH (PHASE I)

LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523 2ND DISTRICT, 1ST SECTION FORSYTH COUNTY, GEORGIA

[redacted]

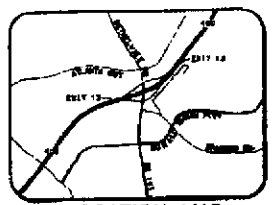
-117 -217-228

SITE MAP



SURVEY NOTES

[redacted]



LOCATION MAP

NOT TO SCALE

OWNER'S CERTIFICATE

[redacted]

COUNTY CERTIFICATE

[redacted]

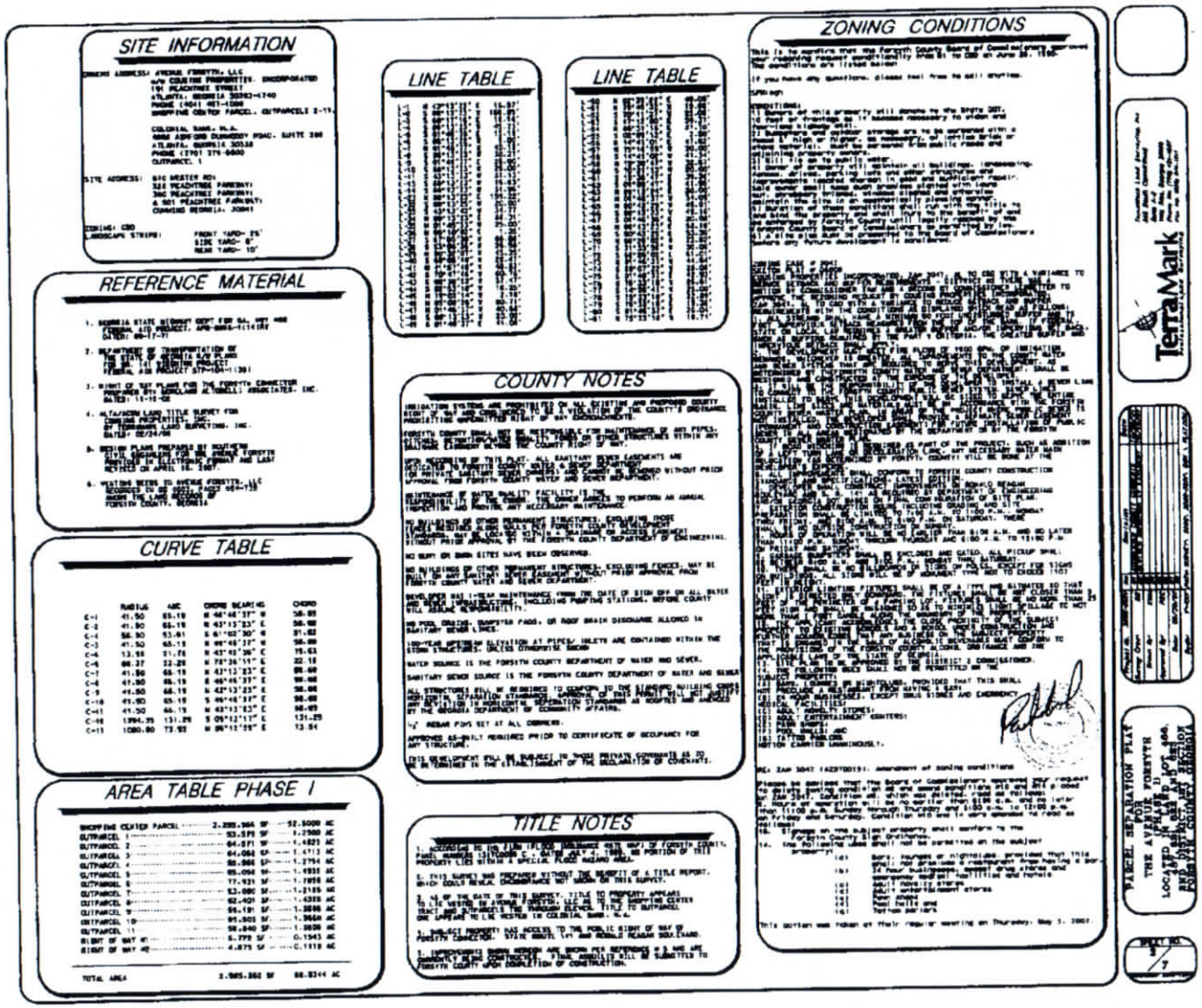
SURVEYORS CERTIFICATE

[redacted]

TerraMark

PARCEL SEPARATION PLAT FOR THE AVENUE FORSYTH LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523 2ND DISTRICT, 1ST SECTION FORSYTH COUNTY, GEORGIA

SHEET NO. 1/1



SITE INFORMATION

OWNERS ADDRESS: AVENUE FORSYTH, LLC
c/o COUNTRY PROPERTIES, INCORPORATED
191 PEACHTREE STREET
ATLANTA, GEORGIA 30303-1740
PHONE (404) 467-1000
SHOPPING CENTER PARCEL, OUTPARCELS 2-11

COLONIAL BANK, N.A.
4000 ASHFORD DUNWOODY ROAD, SUITE 200
ATLANTA, GEORGIA 30338
PHONE (770) 379-6600
OUTPARCEL 1

SITE ADDRESS: 610 WESTER RD
325 PEACHTREE PARKWAY
360 PEACHTREE PARKWAY
& 501 PEACHTREE PARKWAY
CUMMING GEORGIA, 30041

ZONING: CBD
LANDSCAPE STRIPS: FRONT YARD- 25'
SIDE YARD- 8'
REAR YARD- 10'

REFERENCE MATERIAL

1. GEORGIA STATE HIGHWAY DEPT FOR SR. HWY 400 FEDERAL AID PROJECT, APD-0005-1(14)[illegible] DATED: 06-17-71
2. DEPARTMENT OF TRANSPORTATION OF THE STATE OF GEORGIA R/W PLANS FOR SR. 141 WIDENING PROJECT FEDERAL AID PROJECT STP-104-1(30)
3. RIGHT OF WAY PLANS FOR THE FORSYTH CONNECTOR PREPARED BY: GORDLAND ACTORELLI ASSOCIATES, INC. DATED: 11-12-00
4. ALTA/ACSM LAND TITLE SURVEY FOR CUMMING PROPERTIES, INC. BY TERRAMARK LAND SURVEYING, INC. DATED: 02/24/00
5. DESIGN PLANS PREPARED BY SOUTHERN CIVIL ENGINEERS FOR THE AVENUE FORSYTH PROVIDED IN ELECTRONIC FORMAT AND LAST REVISED ON APRIL 16, 2001
6. VESTING DEEDS TO AVENUE FORSYTH, LLC RECORDED IN DB 1021, PAGE 66-[illegible] AND THE LAND RECORDS OF FORSYTH COUNTY, GEORGIA

CURVE TABLE

	RADIUS	ARC	CHORD BEARING	CHORD
C-1	41.50	65.19	N 46°46'37" W	58.89
C-2	41.50	65.19	N 43°13'23" E	58.89
C-3	56.50	53.61	S 61°02'30" W	51.62
C-4	41.50	65.19	N 46°46'37" W	58.89
C-5	13.98	21.78	N 43°13'36" E	19.63
C-6	88.37	22.28	N 78°36'11" E	22.18
C-7	41.50	65.19	N 43°13'23" E	58.89
C-8	41.50	65.19	S 46°46'37" E	58.89
C-9	41.50	65.19	N 43°13'23" E	58.89
C-10	41.50	65.19	S 46°46'37" E	58.89
C-11	41.50	65.19	N 43°13'23" E	58.89
C-12	1994.35	131.29	S 09°12'17" E	131.29
C-13	1080.00	73.93	N 06°12'29" E	73.94

AREA TABLE PHASE I

SHOPPING CENTER PARCEL	2,285,366 SF	52.5000 AC
OUTPARCEL 1	93,579 SF	1.2900 AC
OUTPARCEL 2	64,571 SF	1.4823 AC
OUTPARCEL 3	64,064 SF	1.4713 AC
OUTPARCEL 4	88,066 SF	1.2754 AC
OUTPARCEL 5	85,054 SF	1.4933 AC
OUTPARCEL 6	77,931 SF	1.7898 AC
OUTPARCEL 7	53,080 SF	1.2185 AC
OUTPARCEL 8	62,401 SF	1.4328 AC
OUTPARCEL 9	56,191 SF	1.3898 AC
OUTPARCEL 10	95,503 SF	1.3664 AC
OUTPARCEL 11	58,840 SF	1.3806 AC
RIGHT OF WAY #1	6,779 SF	0.1543 AC
RIGHT OF WAY #2	4,875 SF	0.1119 AC
TOTAL AREA	2,985,362 SF	68.8344 AC

LINE TABLE

L-1	N 43°13'23" E	16.87'
L-2	S 46°13'23" E	16.87'
L-3	S 46°13'23" E	16.87'
L-4	S 46°13'23" E	16.87'
L-5	S 46°13'23" E	16.87'
L-6	S 46°13'23" E	16.87'
L-7	S 46°13'23" E	16.87'
L-8	S 46°13'23" E	16.87'
L-9	S 46°13'23" E	16.87'
L-10	S 46°13'23" E	16.87'
L-11	S 43°13'23" E	16.87'
L-12	S 46°13'23" E	16.87'
L-13	S 46°13'23" E	16.87'
L-14	S 46°13'23" E	16.87'
L-15	S 46°13'23" E	16.87'
L-16	S 46°13'23" E	16.87'
L-17	S 46°13'23" E	16.87'
L-18	S 46°13'23" E	16.87'
L-19	S 46°13'23" E	16.87'
L-20	S 46°13'23" E	16.87'
L-21	S 46°13'23" E	16.87'
L-22	S 46°13'23" E	16.87'
L-23	S 46°13'23" E	16.87'
L-24	S 46°13'23" E	16.87'
L-25	S 46°13'23" E	16.87'
L-26	S 46°13'23" E	16.87'
L-27	S 46°13'23" E	16.87'
L-28	S 46°13'23" E	16.87'
L-29	S 46°13'23" E	16.87'
L-30	S 46°13'23" E	16.87'
L-31	S 46°13'23" E	16.87'
L-32	S 46°13'23" E	16.87'
L-33	S 46°13'23" E	16.87'
L-34	S 46°13'23" E	16.87'
L-35	S 46°13'23" E	16.87'
L-36	S 46°13'23" E	16.87'
L-37	S 46°13'23" E	16.87'
L-38	S 46°13'23" E	16.87'
L-39	S 46°13'23" E	16.87'
L-40	S 46°13'23" E	16.87'
L-41	S 46°13'23" E	16.87'
L-42	S 46°13'23" E	16.87'
L-43	S 46°13'23" E	16.87'
L-44	S 46°13'23" E	16.87'
L-45	S 46°13'23" E	16.87'
L-46	S 46°13'23" E	16.87'
L-47	S 46°13'23" E	16.87'
L-48	S 46°13'23" E	16.87'
L-49	S 46°13'23" E	16.87'
L-50	S 46°13'23" E	16.87'
L-51	S 46°13'23" E	16.87'
L-52	S 46°13'23" E	16.87'
L-53	S 46°13'23" E	16.87'
L-54	S 46°13'23" E	16.87'
L-55	S 46°13'23" E	16.87'
L-56	S 46°13'23" E	16.87'
L-57	S 46°13'23" E	16.87'
L-58	S 46°13'23" E	16.87'
L-59	S 46°13'23" E	16.87'
L-60	S 46°13'23" E	16.87'
L-61	S 46°13'23" E	16.87'

COUNTY NOTES

IRRIGATION SYSTEMS ARE PROHIBITED ON ALL EXISTING AND PROPOSED COUNTY RIGHT OF WAY AND CONSIDERED TO BE A VIOLATION OF THE COUNTY'S ORDINANCE PROHIBITING UNPERMITTED RIGHT OF WAY ENCROACHMENTS.

FORSYTH COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF ANY PIPES, SITEWORK, IMPROVEMENTS OR ANY OTHER STRUCTURES WITHIN ANY DRAINAGE EASEMENT BEYOND THE COUNTY RIGHT OF WAY.

UPON ACCEPTANCE OF THIS PLAT, ALL SANITARY SEWER EASEMENTS ARE DEDICATED TO FORSYTH COUNTY WATER & SEWER DEPARTMENT (OR PRIVATE SANITARY SEWER OWNERS) AND CANNOT BE REMOVED WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

MAINTENANCE OF WATER QUALITY FACILITY IS THE RESPONSIBILITY OF THE OWNER. THE OWNER AGREES TO PERFORM AN ANNUAL INSPECTION AND PROVIDE ANY NECESSARY MAINTENANCE.

NO BUILDINGS OR OTHER PERMANENT STRUCTURES, EXCLUDING FENCES, MAY BE BUILT ON ANY SANITARY SEWER EASEMENT WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

DEVELOPER HAS 1-YEAR MAINTENANCE FROM THE DATE OF SIGN OFF ON ALL WATER AND SEWER IMPROVEMENTS, INCLUDING PUMPING STATIONS, BEFORE COUNTY WILL ASSUME RESPONSIBILITY.

NO POOL DRAINS, DUMPSTER PADS, OR ROOF DRAIN DISCHARGE ALLOWED IN SANITARY SEWER LINES.

100-YEAR HEIGHT OF ELEVATION AT PIPES/ INLETS ARE CONTAINED WITHIN THE STORM STRUCTURES. UNLESS OTHERWISE SHOWN

WATER SOURCE IS THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER.

SANITARY SEWER SOURCE IS THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER

ALL STRUCTURES WILL BE DESIGNED TO CONFORM TO THE STANDARD BUILDING CODES HORIZONTAL SEPARATION STANDARDS. APPROVAL OF THIS PERMIT WILL NOT JUSTIFY ANY DEVIATION IN HORIZONTAL SEPARATION STANDARDS AS SOURCED AND ENDORSED BY THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS.

½" REBAR PINS SET AT ALL CORNERS.

APPROVED AS-BUILT REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE.

THIS DEVELOPMENT WILL BE SUBJECT TO THOSE PRIVATE COMMENTS AS TO BE DETERMINED IN THE ESTABLISHMENT OF THE DECLARATION OF COVENANTS.

TITLE NOTES

1. ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) OF FORSYTH COUNTY, PANEL NUMBERS 131[illegible] C, DATED JULY 4, 1988, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCE NOT SHOWN ON THIS SURVEY.

3. AS OF THE DATE OF THIS SURVEY, TITLE TO PROPERTY APPEARS TO LIE VESTED IN AVENUE FORSYTH, LLC AS TO THE SHOPPING CENTER TRACT AND OUTPARCELS TO THROUGH ELEVEN. TITLE TO OUTPARCEL ONE APPEARS TO LIE VESTED IN COLONIAL BANK, N.A.

4. SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF FORSYTH CONNECTOR, STATE ROUTE 141 AND REGULAR REGIONAL BOULEVARD.

5. IMPROVEMENTS SHOWN HEREON ARE SHOWN PER REFERENCE #3 AND ARE CURRENTLY BEING CONSTRUCTED. FINAL ASSOCIATES WILL BE SUBMITTED TO FORSYTH COUNTY UPON COMPLETION OF CONSTRUCTION.

ZONING CONDITIONS

This is to confirm that the Forsyth County Board of Commissioners approved your rezoning request conditionally from B1 to CBD on June 28, 1990. The conditions are listed below:

If you have any questions, please feel free to call anytime.

SPRINGS

CONDITIONS:
1) Owners of this property will donate to the State DOT, 10 feet of frontage as it becomes necessary to widen and improve highway [illegible].
2) Buildings and outdoor storage are to be screened with a fence of high or higher, as necessary, of lattice brick or [illegible] material. Must be screened from public roads and adjoining property owners.
3) Will tie on to public water.
4) Owner of property will maintain all buildings, landscaping, [illegible], driving lots and other structures and improvements located thereon in good and sufficient repair. Sale owner shall keep such premises signed with lawns and [illegible] trimmed, windows cleaned and [illegible] maintain the site in an unconstructed [illegible] manner.
5) Duration of these conditions shall run with the title to the property and shall [illegible] the benefit of and be enforced by Forsyth County until legally [illegible] by the Forsyth County Board of Commissioners to permitted by law.
6) A site plan must be presented to the Board of Commissioners before any future development is considered.

ZONING CASE # 2041
[illegible]

[illegible]

This action was taken at their regular meeting on Thursday, May 3, 2001.

PARCEL SEPARATION PLAT
THE AVENUE FORSYTH
LOCATED IN LAND LOT 466,
AND DISTRICT AND SECTION
FORSYTH COUNTY, GEORGIA

TerraMark

SHEET NO. 3/7

ZONING RESOLUTIONS

A RESOLUTION

BY

THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY, GEORGIA HEREBY:

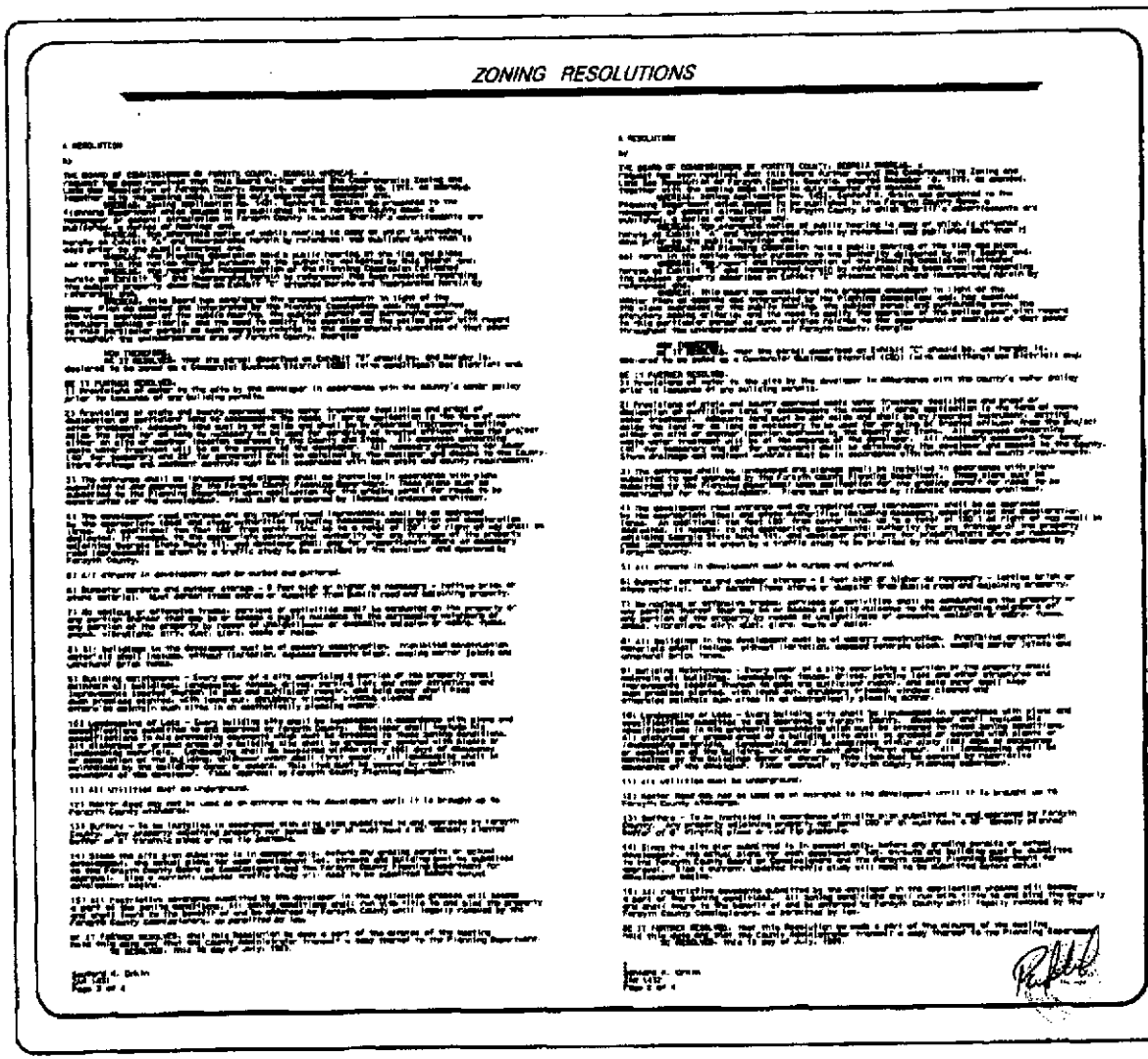
[illegible]

A RESOLUTION

BY

THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY, GEORGIA HEREBY:

[illegible]



TerraMark

PARCEL SEPARATION PLAT
FOR
THE AVENUE FORSYTH

LEGEND
SITE MAP
EASEMENT TABLE
GEORGIA STATE HIGHWAY 400
CA STATE ROUTE 141

SITE MAP
LEGEND
EASEMENT TABLE
FORSYTH COUNTY DISC
FORSYTH COUNTY
GA STATE ROUTE 141

EASEMENT TABLE
LEGEND
SITE MAP

EASEMENT TABLE
SITE MAP
LEGEND
GEORGIA STATE HIGHWAY 400

EXHIBIT "A"

DESCRIPTION OF PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT AREAS

All that tract or parcel of land lying and being in Land Lots 486, 487, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Highway 400, North 33° 25' 42" West, 89.60 feet to a point; thence, North 84° 11' 20" West, 484.66 feet to a point; thence, South 76° 43' 36" West, 1054.76 feet to a point; thence, South 73° 20' 13" West, 615.65 feet to a point; thence, South 62° 03' 32" West, 382.84 feet to a point; thence, South 49° 38' 22" West, 475.83 feet to a point and the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING as thus established and leaving the aforesaid Right-of-Way of Georgia State Highway 400

1. North 60° 19' 32" East, 218.89 feet to a point; thence,
2. North 55° 40' 18" East, 245.65 feet to a point; thence,
3. North 86° 48' 13" East, 340.46 feet to a point; thence,
4. South 87° 19' 51" East, 375.64 feet to a point; thence,
5. South 01° 35' 02" East, 67.71 feet to a point; thence,
6. North 88° 24' 58" East, 2.50 feet to a point; thence,
7. South 01° 35' 02" East, 12.12 feet to a point; thence,
8. North 88° 24' 58" East, 5.00 feet to a point; thence,
9. South 01° 35' 02" East, 80.38 feet to a point; thence,
10. North 86° 31' 16" East, 37.70 feet to a point; thence,
11. South 02° 09' 12" East, 2.50 feet to a point; thence,
12. North 87° 50' 48" East, 241.35 feet to a point; thence,
13. North 42° 18' 12" East, 46.77 feet to a point; thence,
14. North 02° 05' 06" West, 199.08 feet to a point; thence,
15. North 19° 24' 12" East, 50.27 feet to a point; thence,
16. North 01° 41' 37" West, 257.33 feet to a point; thence,
17. North 76° 40' 42" East, 267.41 feet to a point; thence,
18. North 76° 59' 57" East, 119.03 feet to a point; thence,
19. North 76° 33' 51" East, 250.63 feet to a point; thence,
20. North 73° 18' 58" East, 161.41 feet to a point; thence,
21. North 85° 42' 43" East, 197.71 feet to a point; thence,
22. South 29° 45' 46" East, 72.11 feet to a point; thence,
23. South 60° 14' 14" West, 20.00 feet to a point; thence,
24. North 29° 45' 46" West, 59.49 feet to a point; thence,
25. South 85° 42' 43" West, 182.91 feet to a point; thence,
26. South 73° 18' 58" West, 159.81 feet to a point; thence,
27. South 76° 33' 51" West, 233.83 feet to a point; thence,
28. South 43° 40' 46" East, 191.99 feet to a point; thence,
29. South 01° 55' 40" East, 289.77 feet to a point; thence,
30. South 02° 09' 59" East, 132.73 feet to a point; thence,
31. South 87° 50' 01" West, 20.00 feet to a point; thence,
32. North 02° 09' 59" West, 132.77 feet to a point; thence,
33. North 01° 55' 40" West, 282.19 feet to a point; thence,
34. North 43° 40' 46" West, 196.07 feet to a point; thence,
35. South 76° 59' 57" West, 103.12 feet to a point; thence,
36. South 14° 16' 37" East, 12.69 feet to a point; thence,
37. South 03° 06' 36" East, 55.95 feet to a point; thence,
38. South 86° 53' 24" West, 20.00 feet to a point; thence,
39. North 03° 06' 36" West, 54.00 feet to a point; thence,
40. North 14° 16' 37" West, 11.13 feet to a point; thence,
41. South 76° 40' 42" West, 241.24 feet to a point; thence,
42. South 01° 41' 37" East, 244.75 feet to a point; thence,
43. South 19° 24' 12" West, 36.55 feet to a point; thence,
44. South 02° 05' 06" East, 218.18 feet to a point; thence,
45. South 42° 18' 12" West, 67.46 feet to a point; thence,
46. South 87° 50' 48" West, 239.19 feet to a point; thence,
47. South 02° 11' 07" East, 226.55 feet to a point; thence,

48. North 88° 34' 12" East, 226.01 feet to a point; thence,
49. North 88° 05' 40" East, 242.42 feet to a point; thence,
50. South 60° 59' 09" East, 80.52 feet to a point; thence,
51. North 55° 34' 03" East, 76.39 feet to a point; thence,
52. North 88° 29' 21" East, 355.00 feet to a point; thence,
53. North 82° 58' 27" East, 130.25 feet to a point; thence,
54. North 02° 46' 50" West, 294.14 feet to a point; thence,
55. North 89° 14' 33" East, 128.32 feet to a point; thence,
56. North 01° 36' 31" West, 194.22 feet to a point; thence,
57. North 88° 00' 59" East, 172.94 feet to a point; thence,
58. North 15° 22' 00" East, 78.39 feet to a point; thence,
59. South 74° 38' 00" East, 20.00 feet to a point; thence,
60. South 15° 22' 00" West, 93.09 feet to a point; thence,
61. South 88° 00' 59" West, 162.78 feet to a point; thence,
62. South 01° 36' 31" East, 174.78 feet to a point; thence,
63. South 75° 33' 18" East, 19.38 feet to a point; thence,
64. South 01° 46' 37" East, 26.04 feet to a point; thence,
65. North 75° 33' 18" West, 18.74 feet to a point; thence,
66. South 01° 46' 37" East, 42.93 feet to a point; thence,
67. South 88° 07' 22" West, 25.00 feet to a point; thence,
68. North 01° 46' 37" West, 44.64 feet to a point; thence,
69. South 89° 14' 33" West, 98.48 feet to a point; thence,
70. South 02° 46' 50" East, 274.59 feet to a point; thence,
71. South 58° 26' 02" East, 61.01 feet to a point; thence,
72. South 31° 33' 58" West, 30.00 feet to a point; thence,
73. North 58° 26' 02" West, 72.52 feet to a point; thence,
74. South 82° 58' 27" West, 97.70 feet to a point; thence,
75. South 01° 38' 42" East, 278.48 feet to a point; thence,
76. South 66° 29' 20" East, 52.57 feet to a point; thence,
77. South 80° 43' 29" East, 53.30 feet to a point; thence,
78. North 88° 13' 23" East, 58.18 feet to a point; thence,
79. South 01° 46' 36" East, 20.00 feet to a point; thence,
80. South 88° 13' 23" West, 49.16 feet to a point; thence,
81. South 01° 41' 58" East, 236.84 feet to a point; thence,
82. North 87° 54' 36" East, 118.21 feet to a point; thence,
83. North 01° 46' 37" West, 34.09 feet to a point; thence,
84. North 88° 13' 24" East, 20.00 feet to a point; thence,
85. South 01° 09' 47" East, 41.55 feet to a point; thence,
86. South 19° 38' 47" East, 39.38 feet to a point; thence,
87. South 70° 21' 13" West, 20.00 feet to a point; thence,
88. North 19° 38' 47" West, 32.67 feet to a point; thence,
89. South 87° 54' 36" West, 123.06 feet to a point; thence,
90. South 14° 41' 02" West, 41.34 feet to a point; thence,
91. North 75° 18' 59" West, 20.00 feet to a point; thence,
92. North 14° 41' 01" East, 47.62 feet to a point; thence,
93. North 01° 46' 47" West, 246.93 feet to a point; thence,
94. North 80° 43' 29" West, 45.01 feet to a point; thence,
95. North 86° 29' 20" West, 60.18 feet to a point; thence,
96. South 87° 35' 37" West, 165.17 feet to a point; thence,
97. North 02° 49' 00" West, 86.07 feet to a point; thence,
98. North 87° 11' 00" East, 20.00 feet to a point; thence,
99. South 02° 49' 00" East, 66.21 feet to a point; thence,
100. North 87° 35' 37" East, 135.96 feet to a point; thence,
101. North 01° 38' 42" West, 279.39 feet to a point; thence,
102. South 88° 29' 21" West, 365.61 feet to a point; thence,
103. South 55° 34' 03" West, 82.85 feet to a point; thence,
104. North 60° 59' 09" West, 87.35 feet to a point; thence,
105. South 88° 05' 40" West, 236.97 feet to a point; thence,
106. South 88° 34' 12" West, 250.84 feet to a point; thence,
107. North 02° 11' 07" West, 243.44 feet to a point; thence,
108. South 86° 31' 16" West, 25.57 feet to a point; thence,
109. South 01° 55' 20" East, 216.59 feet to a point; thence,
110. South 88° 04' 40" West, 5.00 feet to a point; thence,
111. South 02° 12' 03" East, 168.68 feet to a point; thence,
112. North 87° 47' 58" East, 5.00 feet to a point; thence,
113. South 01° 37' 13" East, 368.80 feet to a point; thence,
114. South 44° 39' 09" West, 55.49 feet to a point; thence,
115. South 03° 53' 16" East, 5.73 feet to a point; thence,

116. North 86° 01' 12" East, 64.70 feet to a point; thence,
117. North 01° 56' 05" West, 345.47 feet to a point; thence,
118. North 88° 17' 05" East, 172.67 feet to a point; thence,
119. North 87° 37' 25" East, 103.76 feet to a point; thence,
120. South 02° 22' 35" East, 20.00 feet to a point; thence,
121. South 87° 37' 25" West, 103.88 feet to a point; thence,
122. South 88° 17' 05" West, 152.71 feet to a point; thence,
123. South 01° 56' 05" East, 325.07 feet to a point; thence,
124. North 88° 15' 36" East, 223.85 feet to a point; thence,
125. North 88° 04' 17" East, 335.96 feet to a point; thence,
126. South 17° 12' 00" East, 59.37 feet to a point; thence,
127. South 70° 11' 27" West, 22.08 feet to a point; thence,
128. North 79° 49' 32" West, 19.68 feet to a point; thence,
129. North 02° 39' 22" East, 40.06 feet to a point; thence,
130. South 88° 04' 17" West, 314.57 feet to a point; thence,
131. South 88° 15' 36" West, 223.74 feet to a point; thence,
132. South 01° 46' 37" East, 41.06 feet to a point; thence,
133. South 88° 13' 23" West, 20.00 feet to a point; thence,
134. North 01° 46' 37" West, 40.68 feet to a point; thence,
135. South 86° 01' 12" West, 69.59 feet to a point; thence,
136. South 01° 46' 37" East, 241.00 feet to a point; thence,
137. South 88° 13' 23" West, 30.00 feet to a point; thence,
138. North 01° 46' 37" West, 234.73 feet to a point; thence,
139. South 85° 36' 51" West, 360.34 feet to a point; thence,
140. North 04° 23' 09" West, 30.00 feet to a point; thence,
141. North 85° 36' 51" East, 356.31 feet to a point; thence,
142. North 03° 53' 16" West, 18.97 feet to a point; thence,
143. North 44° 39' 09" East, 56.43 feet to a point; thence,
144. North 01° 37' 12" West, 351.31 feet to a point; thence,
145. North 87° 47' 58" East, 5.00 feet to a point; thence,
146. North 02° 12' 02" West, 168.83 feet to a point; thence,
147. South 88° 04' 40" West, 5.00 feet to a point; thence,
148. North 01° 55' 20" West, 231.11 feet to a point; thence,
149. North 01° 35' 02" West, 96.11 feet to a point; thence,
150. North 88° 24' 58" East, 5.00 feet to a point; thence,
151. North 01° 35' 02" West, 12.12 feet to a point; thence,
152. North 88° 24' 58" East, 2.50 feet to a point; thence,
153. North 01° 35' 02" West, 49.52 feet to a point; thence,
154. North 87° 19' 51" West, 351.03 feet to a point; thence,
155. South 86° 48' 13" West, 333.87 feet to a point; thence,
156. South 55° 40' 18" West, 240.89 feet to a point; thence,
157. South 60° 19' 32" West, 230.37 feet to a point; thence,
158. North 29° 43' 58" West, 17.98 feet to a point; thence,
159. North 49° 38' 22" East, 10.88 feet to a point to the point of beginning, containing 239,139 square feet to a point or 5.4899 acres of land, more or less.

Ret: Water Dept

Doc ID: 012618660004 Type: GLR
Recorded: 11/14/2011 at 03:44:34 PM
Fee Amt: $18.00 Page 1 of 4
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6107 PG 649-652

STATE OF GEORGIA }
COUNTY OF FORSYTH }

RE: Utility Easement Book 5135 Page 351

QUIT CLAIM DEED OF PARTIAL RELEASE
Board of Commissioners
Forsyth County, Georgia

THIS INDENTURE, made this 25th day of October 2011, between **FORSYTH COUNTY**, hereinafter called "Grantor" and **Avenue Forsyth, LLC**, a political subdivision of the State of Georgia, hereinafter called "Grantee";

WITNESSETH, That, Grantor, for and in consideration of One Dollar ($1.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, convey, and forever Quitclaim unto Grantee, all that tract or parcel of land more particularly described as follows:

> All of Grantor's interest in that tract or parcel of land lying and being in Land Lot 487 in the 2ND District, 1st Section of Forsyth County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the said premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title in or to said premises or appurtenances, or any rights thereof. Where the context requires or permits, "Grantor" and "Grantee" shall include their respective heirs, successors and assigns.

THE PURPOSE OF THIS CONVEYANCE is fully and completely to release and forever to discharge the property conveyed hereby from the utility easement interest noted above.

IN WITNESS WHEREOF, Grantor has executed this Deed under Seal on the date above written.

Signed, sealed and delivered this
25th day of October, 2011,
in the presence of:

Cindy Henderson
Witness

Carla Floyd
Notary Public
My Commission Expires: 5-28-13

CARLA FLOYD NOTARY PUBLIC EXPIRES GEORGIA May 28, 2013 FORSYTH COUNTY

By: _____
Title: Chairman
Attest: Sonya Bush
[COUNTY SEAL]
Title: Clerk to the Board

BOARD OF COMMISSIONERS FORSYTH COUNTY GEORGIA

The Avenue Forsyth
"Proposed Sanitary Sewer Easement Abandonment"

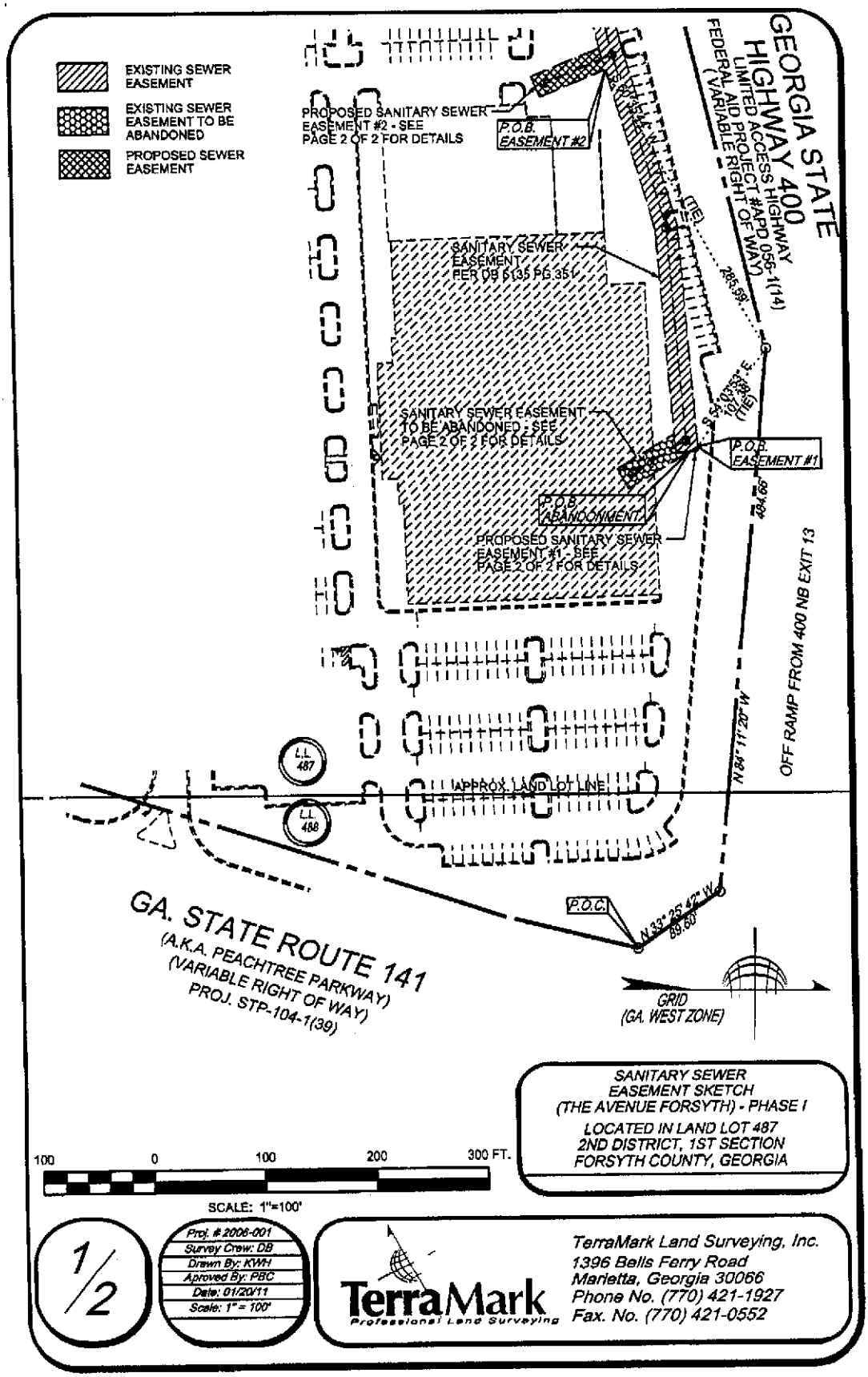
All that tract or parcel of land lying and being in Land Lots 486, 487, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Highway 400, North 33° 25' 42" West, 89.60 feet to a point; thence, North 84° 11' 20" West, 484.66 feet to a point; thence, leaving the aforesaid right-of-way of Georgia State Highway 400 South 54° 03' 53" East, 107.38 feet along a tie line; thence, South 29° 45' 46" East, 8.57 feet to the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING as thus established

1. South 29° 45' 46" East, 63.54 feet; thence,
2. South 60° 14' 14" West, 20.00 feet; thence,
3. North 29° 45' 46" West, 59.49 feet; thence,
4. North 85° 42' 43" East, 16.31 feet; thence,
5. North 04° 17' 17" West, 12.26 feet to the POINT OF BEGINNING, containing 1,130 square feet or 0.0259 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.



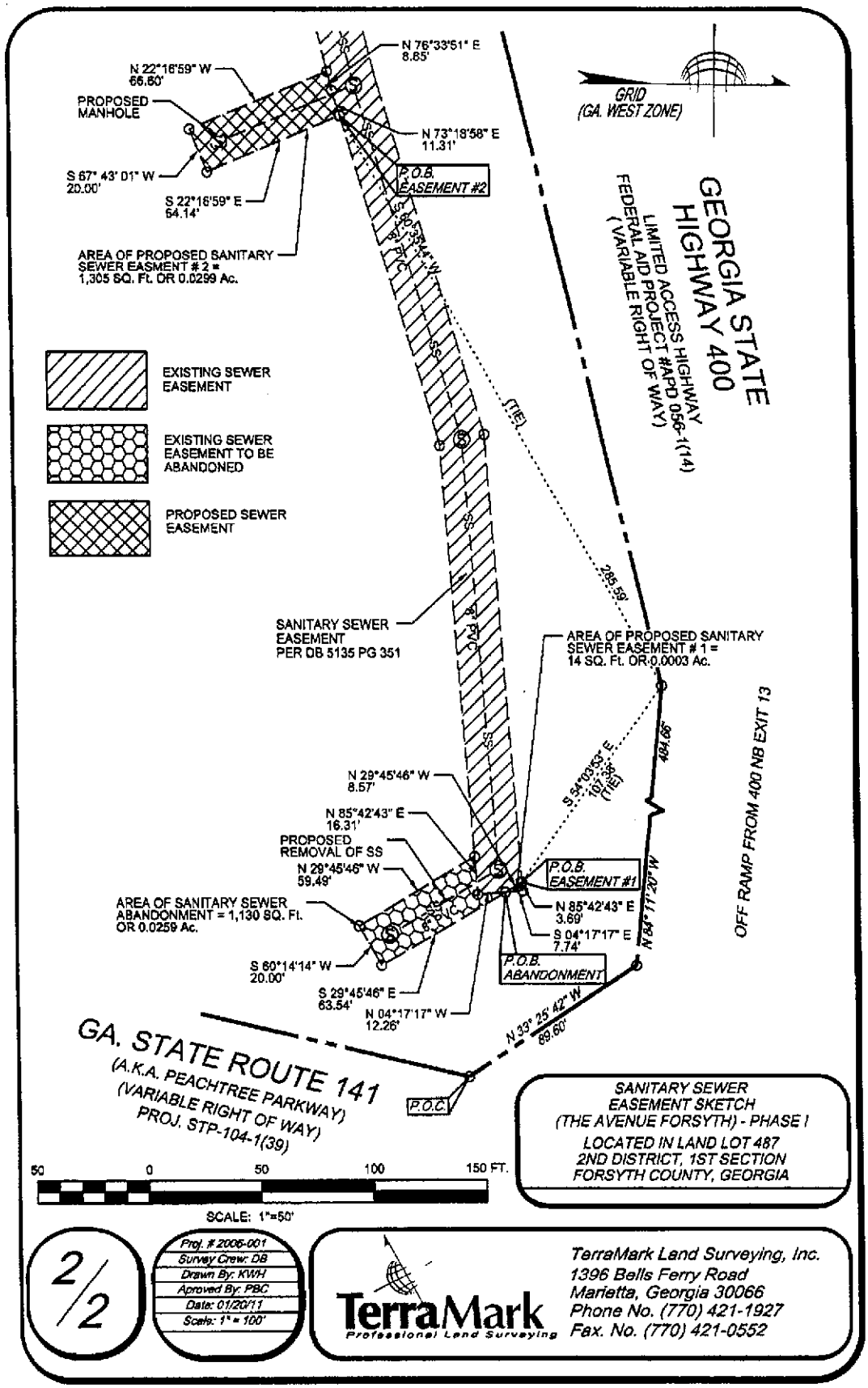
SANITARY SEWER EASEMENT SKETCH
(THE AVENUE FORSYTH) - PHASE I
LOCATED IN LAND LOT 487
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

1/2

Proj. # 2006-001
Survey Crew: DB
Drawn By: KWH
Aproved By: PBC
Date: 01/20/11
Scale: 1" = 100'

TerraMark
Professional Land Surveying

TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax. No. (770) 421-0552


N 76°33'51" E
8.85'
N 22°16'59" W
66.60'
PROPOSED
MANHOLE
N 73°18'58" E
11.31'
S 67° 43' 01" W
20.00'
S 22°16'59" E
64.14'
P.O.B.
EASEMENT #2
AREA OF PROPOSED SANITARY
SEWER EASMENT # 2 =
1,305 SQ. Ft. OR 0.0299 Ac.
GRID
(GA. WEST ZONE)
GEORGIA STATE
HIGHWAY 400
LIMITED ACCESS HIGHWAY
FEDERAL AID PROJECT #APD 056-1(14)
(VARIABLE RIGHT OF WAY)
EXISTING SEWER
EASEMENT
EXISTING SEWER
EASEMENT TO BE
ABANDONED
PROPOSED SEWER
EASEMENT
(TIE)
285.59'
SANITARY SEWER
EASEMENT
PER DB 5135 PG 351
AREA OF PROPOSED SANITARY
SEWER EASEMENT # 1 =
14 SQ. Ft. OR 0.0003 Ac.
484.66'
OFF RAMP FROM 400 NB EXIT 13
N 29°45'46" W
8.57'
N 85°42'43" E
16.31'
PROPOSED
REMOVAL OF SS
N 29°45'46" W
59.49'
S 54°03'53" E
107.36'
(TIE)
P.O.B.
EASEMENT #1
N 85°42'43" E
3.69'
S 04°17'17" E
7.74'
N 84° 11' 20" W
AREA OF SANITARY SEWER
ABANDONMENT = 1,130 SQ. Ft.
OR 0.0259 Ac.
P.O.B.
ABANDONMENT
S 60°14'14" W
20.00'
S 29°45'46" E
63.54'
N 04°17'17" W
12.26'
N 33° 25' 42" W
89.60'
GA. STATE ROUTE 141
(A.K.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
PROJ. STP-104-1(39)
P.O.C.
50 0 50 100 150 FT.
SCALE: 1"=50'
SANITARY SEWER
EASEMENT SKETCH
(THE AVENUE FORSYTH) - PHASE I
LOCATED IN LAND LOT 487
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA
2/2
Proj. # 2006-001
Survey Crew: DB
Drawn By: KWH
Aproved By: PBC
Date: 01/20/11
Scale: 1" = 100'
TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax. No. (770) 421-0552

Doc ID: 010616500019 Type: GLR
Filed: 05/19/2008 at 04:57:20 PM
Fee Amt: $0.00 Page 1 of 19
Transfer Tax: $0.00
Forsyth County, GA
Douglas Borrelli Clerk Superior Ct
BK5135 PG366-384

After recording please return to:
Ronnie Grizzle
110 East Main Street
Suite 150
Cumming, GA 30040

STATE OF GEORGIA
COUNTY OF FORSYTH

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that as of the 9th day of April, 2008, the undersigned AVENUE FORSYTH LLC, a Georgia limited liability company, and CP – FORSYTH INVESTMENTS LLC, a Georgia limited liability company (herein together called "Grantor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto FORSYTH COUNTY, GEORGIA, a political subdivision of the State of Georgia (herein called "Grantee"), a perpetual exclusive (subject to limitations below) right, privilege and easement (herein called the "Easement") in, to, across, over, upon, under and through the lands of Grantor located in Land Lots 486, 487, 522 and 523, 2nd District, and 1st Section of Forsyth County, Georgia (herein called the "Land") being more particularly described on Exhibit "A", and by this reference incorporated herein and made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of certain underground utility installations (hereinafter the "Installations"), for the purpose of channeling or distributing water, sewage, reuse water or treated effluent, storm water runoff, and such other substances as the Forsyth County Water and Sewer Department, or its successor, may find it necessary to manage, treat, distribute, provide, sell, or dispose of, together with the reasonable right of entry into and upon the Land for the purpose of effecting the foregoing rights, privileges and easements

By its acceptance hereof, Grantee hereby agrees with Grantor, its successors, assigns, and successors in title, that the rights, privileges and easements shall be exercised on the following terms and conditions:

1. Grantee shall operate, repair, replace and maintain continuously the Installations upon the Land, which shall be maintained in good order and repair.
2. The Installations shall be maintained within the location of the Land as shown and/or described on Exhibit "A". Temporary construction easements, if applicable, shall be utilized to facilitate construction and installation within the areas designated for such purpose on Exhibit "A," and shall expire TWO (2) year(s) from the start date of construction or upon completion and acceptance of the project by Forsyth County, whichever first occurs.
3. Any relocation of the Installations as may be requested by Grantor shall be made at Grantor's expense, provided Grantee approves the relocation, which approval shall not be unreasonably withheld.
4. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement or that may hereafter be placed on the Easement by Grantor or any other person or entity in violation of the terms and conditions of this agreement.
5. Grantee shall have the right, when required by law, governmental regulation, or necessity to conduct scientific or other studies including but not limited to environmental, geotechnical, and archaeological studies on or below the ground surface of the Easement.
6. The Easement granted herein is exclusive; however, Grantor shall have the right to use the Easement in all manners that are not inconsistent with the rights granted to the County and which are not in violation of the County's regulations regarding the use of exclusive utility easements. Specifically Grantee's Easement shall be limited by the following: (a) the Easement may be crossed by other public or private streets and utilities, sidewalks, paving and parking areas, provided they are not inconsistent with the rights granted to Grantee herein, all applicable local, state and federal laws, ordinances and regulations are complied with, and provided that any proposed grading (cut or fill) does not impact the Installations, (b) the surface of the Easement area may be used by Grantor, its successors and assigns, for landscaping, provided no trees are planted thereon,

and further provided such uses are not inconsistent with the rights granted Grantee herein. By way of example and without limitation of Grantee's control, no structures other than fences (which shall not exceed eight [8] feet in height) may be erected upon the Easement. Any fences so erected shall be of a type that could easily be removed should maintenance of the Installation be required (stone or brick fences are examples of types that are not permitted), must be gated sufficiently to enable the passage of service vehicles along the Easement area, and must be approved in advance in writing by the Grantee. Furthermore, no grading (cut or fill) may be done within the Easement, without approval from the Grantee.

7. If any landscaping, driveway, parking lot, street or road, whether or not paved, which is located on the Land and which is permitted pursuant to Paragraph 6 hereof is damaged or removed as a result of the construction, installation or repair of the Installations by Grantee, Grantee shall, at its sole cost and expense, repair, restore or replace such landscaping, driveway, street or road to the condition in which it existed immediately prior to such construction or repair of the Installations.

The terms and conditions hereof shall be binding upon, and inure to the benefit of the successors and assigns of the respective parties hereto.

TO HAVE AND TO HOLD said Easement perpetually unto Grantee, its successors and assigns, together with the right, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the limitations and covenants herein set forth.

(Signatures commence on the following page)

IN WITNESS WHEREOF, Grantor has executed and delivered the Utility Easement under seal as of the day and year first above written.

Sworn to and subscribed
before me this 9th day
of April, 2008

Notary Public

My Commission Expires:

CP – FORSYTH INVESTMENTS LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated, a Georgia corporation

By: _____
Name: William I. Bassett
Title: Senior Vice President

(CORPORATE SEAL)

Sworn to and subscribed
before me this 9th day
of April, 2008

Notary Public

My Commission Expires:

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: William I. Bassett
Title: Senior Vice President

(CORPORATE SEAL)

(Signatures continue on the following page)

(NOTARY SEAL)
Sworn to and subscribed
before me this 13 day
of [illegible] 2008

Notary Public

My Commission Expires:
Notary Public, Forsyth County, Georgia
My Commission Expires May 30, 2009

FORSYTH COUNTY BOARD OF COMMISSIONERS

By: _____ (SEAL)
County Manager

Attest: _____
Clerk to the Board of Commissioners

EXHIBIT "A"

DESCRIPTION OF PERMANENT EASEMENT AREAS

"Water Vault Easement - Shopping Center Tract"

All that tract or parcel of land lying and being in Land Lots 487 488, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and an iron pin set at the northeast corner of Outparcel 1 as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase One, recorded in PB 117 pages 217-223 among the land records in Forsyth County, Georgia; thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway North 17° 45' 27" East, 1.88 feet to a point and the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and leaving the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway

1. North 74° 18' 34" West, 11.56 feet to a point; thence,
2. North 65° 02' 30" West, 20.66 feet to a point; thence,
3. North 14° 19' 03" East, 21.63 feet to a point; thence,
4. South 74° 43' 03" East, 33.37 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway; thence, running with the said Right-of-Way
5. South 17° 45' 27" West, 25.21 feet to a point ant the TRUE POINT OF BEGINNING, containing 784 square feet or 0.0180 acres of land, more or less.

TOGETHER WITH

"Water Vault Easement - Outparcel 2"

All that tract or parcel of land lying and being in Land Lot 487, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and an iron pin set at the line separating Outparcel 1 and Outparcel 2 as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase One, recorded in PB 117 pages 217-223 among the land records in Forsyth County, Georgia; thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway 7.28 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 11° 40' 12" West, 7.28 feet to the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and continuing with the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway

1. 24.51 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 11° 01' 01" West, 24.51 feet to a point; thence, leaving the aforesaid Right-of-Way
2. North 78° 36' 34" West, 17.03 feet to a point; thence,
3. North 11° 22' 39" East, 23.62 feet to a point; thence,
4. South 81° 37' 28" East, 16.90 feet the TRUE POINT OF BEGINNING, containing 407 square feet or 0.0093 acres of land, more or less.

TOGETHER WITH

"Water Vault Easement - Outparcel 3"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and an iron pin set at the line separating Outparcel 3 and Outparcel 4 as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase

One, recorded in PB 117 pages 217-223 among the land records in Forsyth County, Georgia; thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway North 07° 55' 10" West, 5.13 feet to a point; thence, 3.12 feet along the arc of a curve deflecting to the right, having a radius of 1394.35 feet and a chord bearing and distance of North 07° 51' 18" West, 3.12 feet to the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and leaving the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway

1. South 81° 34' 41" West, 19.28 feet to a point; thence,
2. North 07° 39' 43" West, 23.89 feet to a point; thence,
3. North 82° 11' 18" East, 19.42 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway; thence, continuing with the said Right-of-Way
4. 23.68 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 07° 18' 16" East, 23.68 feet to the TRUE POINT OF BEGINNING, containing 459 square feet or 0.0105 acres of land, more or less.

TOGETHER WITH

"Water Vault Easement - Outparcel 4"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and an iron pin set at the line separating Outparcel 4 and Outparcel 5 as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase One, recorded in PB 117 pages 217-223 among the land records in Forsyth County, Georgia; thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway North 07° 55' 10" West, 3.52 feet to the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and leaving the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway

1. South 85° 12' 25" West, 23.07 feet to a point; thence,
2. North 04° 49' 08" West, 24.43 feet to a point; thence,
3. North 85° 28' 57" East, 21.75 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway; thence, continuing with said Right-of-Way
4. South 07° 55' 10" East, 24.36 feet to the TRUE POINT OF BEGINNING, containing 546 square feet or 0.0125 acres of land, more or less.

TOGETHER WITH

"Water Vault Easement - Outparcel 5"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and an iron pin set at the line separating Outparcel 4 and Outparcel 5 as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase One, recorded in PB 117 pages 217-223 among the land records in Forsyth County, Georgia; thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway South 07° 55' 10" East, 1.60 feet to the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and continuing with the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway

1. South 07° 55' 10" East, 23.52 feet to a point; thence, leaving the aforesaid Right-of-Way
2. South 85° 18' 56" West, 23.85 feet to a point; thence,
3. North 03° 23' 07" West, 23.93 feet to a point; thence,
4. North 86° 27' 44" East, 21.98 feet to the TRUE POINT OF BEGINNING, containing 543 square feet or 0.0125 acres of land, more or less.

TOGETHER WITH

"Water Vault Easement - Outparcel 6"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and the northerly Right-of-Way of Forsyth Connector a.k.a. Ronald Reagan Parkway (having a variable Right-of-Way); thence, leaving said point and continuing along the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway North 08° 14' 17" West, 30.62 feet to a point; thence, North 07° 55' 10" West, 147.13 feet to the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and leaving the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway

1. South 83° 33' 30" West, 22.94 feet to a point; thence,
2. North 06° 27' 26" West, 23.97 feet to a point; thence,
3. North 83° 53' 29" East, 22.33 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141 a.k.a. Peachtree Parkway; thence, continuing with the said Right-of-Way
4. South 07° 55' 10" East, 23.84 feet to the point of beginning, containing 541 square feet or 0.0124 acres of land, more or less.

TOGETHER WITH

"Water Vault Easement - Outparcel 7"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the proposed northerly Right-of-Way of Forsyth Connector a.k.a. Ronald Reagan Parkway (having variable Right-of-Way) and an iron pin set at the line separating Outparcel 6 and Outparcel 7 as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase One, recorded in PB 117 pages 217-223 among the land records of Forsyth County, Georgia; thence, leaving the aforesaid point and running with the proposed Right-of-Way of Forsyth Connector North 84° 54' 09" West, 5.64 feet to the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and continuing with the proposed Right-of-Way of Forsyth Connector a.k.a. Ronald Reagan Parkway

1. North 84° 54' 09" West, 15.73 feet to a point; thence,
2. South 88° 13' 23" West, 23.31 feet to a point; thence, leaving the aforesaid proposed Right-of-Way
3. North 01° 39' 54" West, 12.08 feet to a point; thence,
4. North 88° 03' 47" East, 39.03 feet to a point; thence,
5. South 01° 15' 44" East, 14.07 feet to the TRUE POINT OF BEGINNING, containing 488 square feet or 0.0112 acres of land, more or less.

TOGETHER WITH

"Water Vault Easement - Outparcel 9"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the proposed northerly Right-of-Way of Forsyth Connector a.k.a. Ronald Reagan Parkway (having variable Right-of-Way) and an iron pin set at the line separating Outparcel 8 and Outparcel 9 as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase One, recorded in PB 117 pages 217-223 among the land records of Forsyth County, Georgia; thence, leaving the aforesaid point and running with the proposed Right-of-Way of Forsyth Connector North 84° 52' 29" West, 49.50 feet to a point; thence, South 88° 13' 23" West, 161.45 feet to the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and continuing with the proposed Right-of-Way of Forsyth Connector a.k.a. Ronald Reagan Parkway

1. South 88° 13' 23" West, 20.36 feet to a point; thence, leaving the aforesaid proposed Right-of-Way of Forsyth Connector a.k.a. Ronald Reagan Parkway
2. North 47° 14' 35" West, 5.90 feet to a point; thence,
3. North 02° 02' 49" West, 14.70 feet to a point; thence,
4. North 87° 54' 57" East, 25.14 feet to a point; thence,
5. South 00° 15' 27" East, 18.98 feet to the TRUE POINT OF BEGINNING, containing 461 square feet or 0.0106 acres of land, more or less.

TOGETHER WITH

"Water Vault Easement - Outparcel 10"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at an iron pin set at the southwest corner of Outparcel 10 and the southeast corner of Outparcel 11 as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase One, recorded in PB 117 pages 217-223 among the land records of Forsyth County, Georgia; thence, leaving the aforesaid point and running North 88° 13' 23" East, 190.89 feet to the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established

1. North 00° 10' 26" West, 19.33 feet to a point; thence,
2. North 89° 49' 56" East, 24.73 feet to a point; thence,
3. South 00° 42' 21" West, 18.65 feet to a point; thence,
4. South 88° 13' 23" West, 24.46 feet to the TRUE POINT OF BEGINNING, containing 467 square feet or 0.0107 acres of land, more or less.

TOGETHER WITH

"Water Vault Easement - Outparcel 11"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at an iron pin set at the southwest corner of Outparcel 10 and the southeast corner of Outparcel 11 as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase One, recorded in PB 117 pages 217-223 among the land records of Forsyth County, Georgia; thence, leaving the aforesaid point and running South 88° 13' 23" West, 212.55 feet to the TRUE POINT OF BEGINNING.

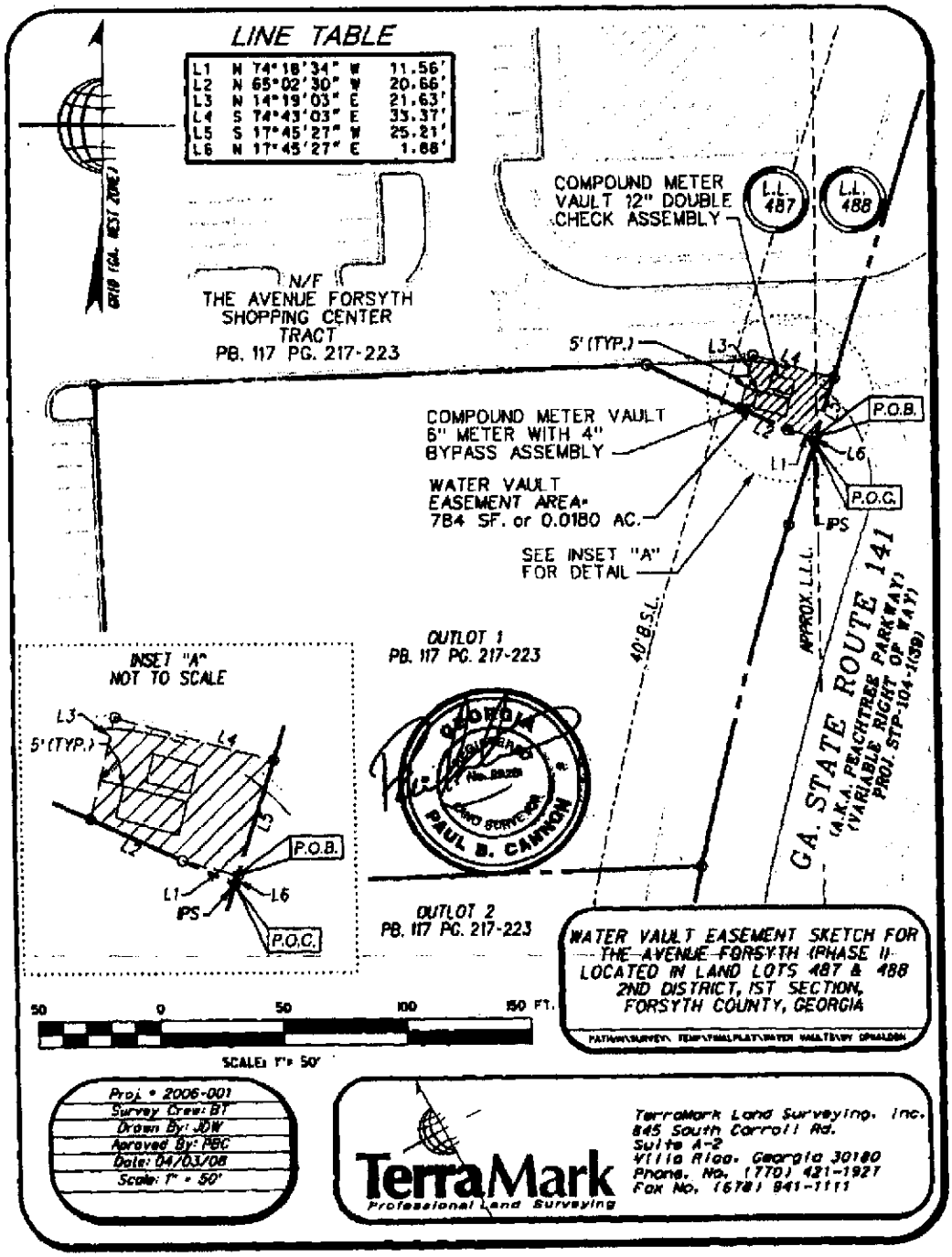
Thence, from said POINT OF BEGINNING as thus established

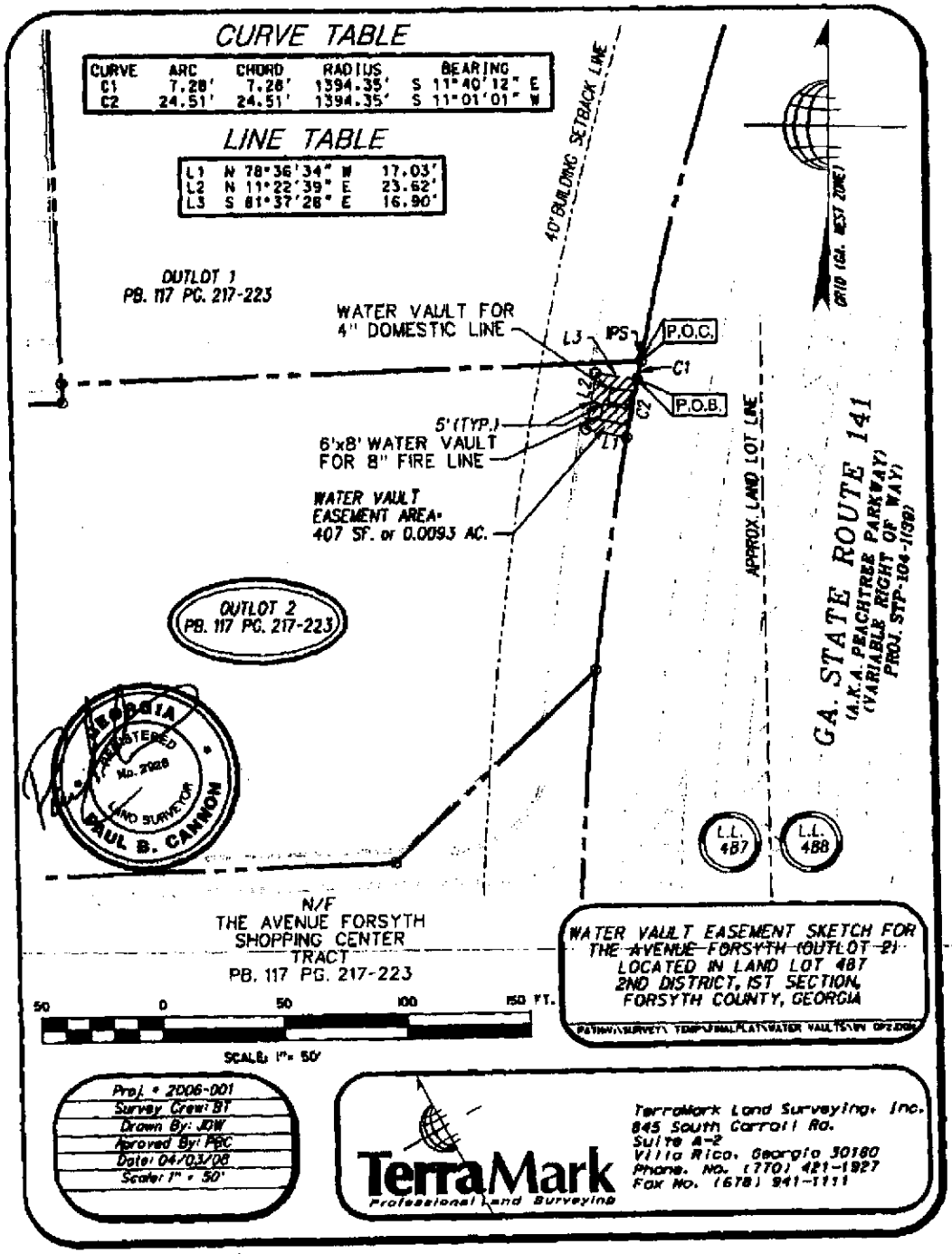
1. South 88° 13' 23" West, 17.09 feet to a point; thence,
2. North 47° 32' 54" West, 10.27 feet to a point; thence,
3. North 02° 08' 57" West, 11.28 feet to a point; thence,
4. North 87° 54' 06" East, 24.27 feet to a point; thence,
5. South 02° 34' 03" East, 18.58 feet to the TRUE POINT OF BEGINNING, containing 424 square feet or 0.0097 acres of land, more or less.

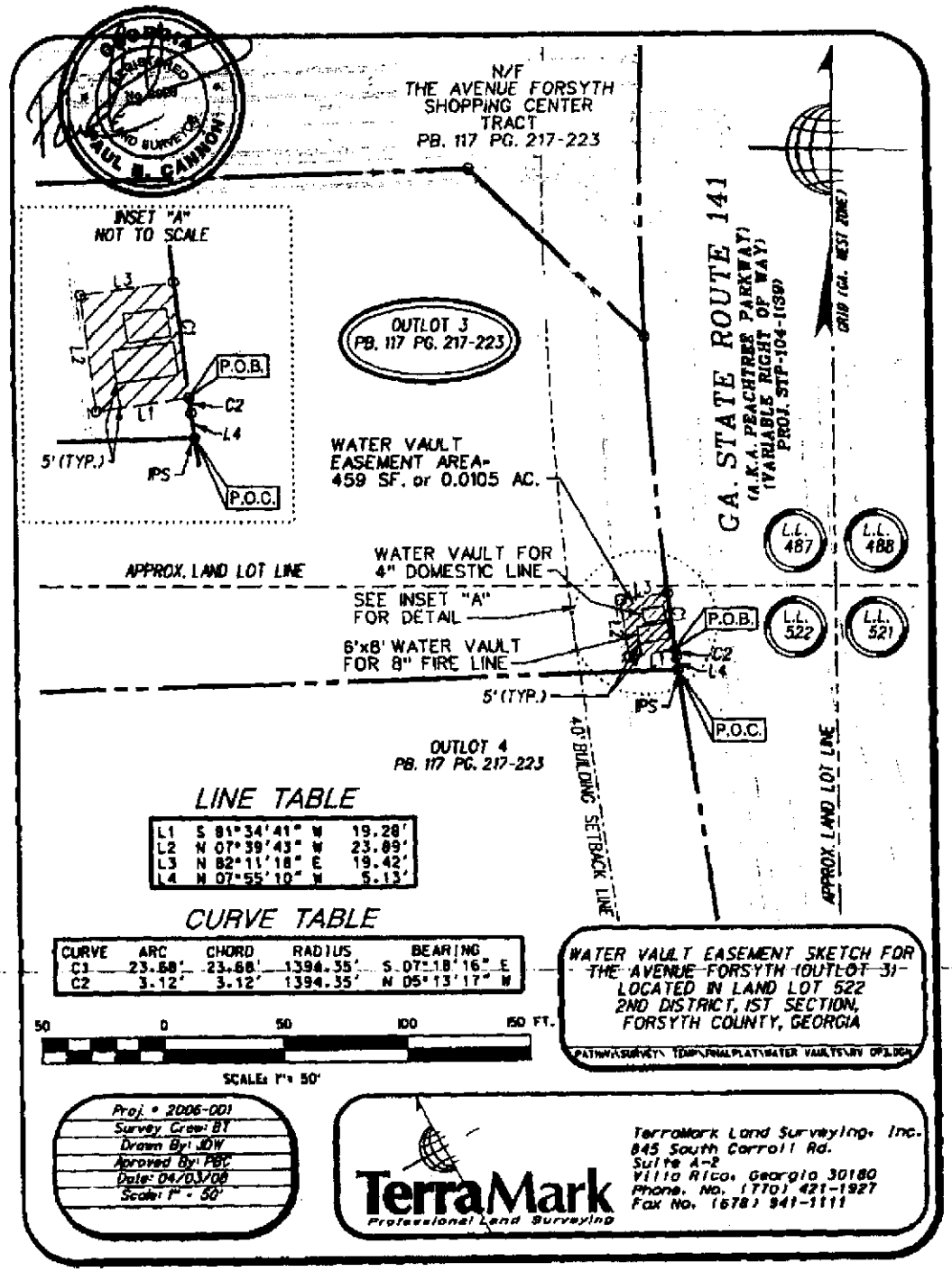
EXHIBIT "B"

Depiction of Permanent and Temporary Construction Easement Areas

[Attached]


LINE TABLE
L1 N 74°18'34" W 11.56'
L2 N 65°02'30" W 20.66'
L3 N 14°19'03" E 21.63'
L4 S 74°43'03" E 33.37'
L5 S 17°45'27" W 25.21'
L6 N 17°45'27" E 1.88'
GRID (GA. WEST ZONE)
N/F
THE AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
COMPOUND METER
VAULT 12" DOUBLE
CHECK ASSEMBLY
L.L. 487
L.L. 488
5' (TYP.)
COMPOUND METER VAULT
6" METER WITH 4"
BYPASS ASSEMBLY
WATER VAULT
EASEMENT AREA=
784 SF. or 0.0180 AC.
SEE INSET "A"
FOR DETAIL
P.O.B.
P.O.C.
IPS
APPROX L.L.L.
40' B.S.L.
GA. STATE ROUTE 141
(A.K.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
PROJ. STP-104-1(59)
OUTLOT 1
PB. 117 PG. 217-223
OUTLOT 2
PB. 117 PG. 217-223
INSET "A"
NOT TO SCALE
PAUL B. CAMNON
50 0 50 100 150 FT.
SCALE: 1" = 50'
WATER VAULT EASEMENT SKETCH FOR
THE AVENUE FORSYTH (PHASE II)
LOCATED IN LAND LOTS 487 & 488
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA
Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Aproved By: PBC
Date: 04/03/08
Scale: 1" = 50'
TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, Georgia 30180
Phone No. (770) 421-1927
Fax No. (678) 941-1111


CURVE TABLE
CURVE ARC CHORD RADIUS BEARING
C1 7.28' 7.28' 1394.35' S 11°40'12" E
C2 24.51' 24.51' 1394.35' S 11°01'01" W
LINE TABLE
L1 N 78°36'34" W 17.03'
L2 N 11°22'39" E 23.62'
L3 S 81°37'28" E 16.90'
40' BUILDING SETBACK LINE
OUTLOT 1
PB. 117 PG. 217-223
WATER VAULT FOR
4" DOMESTIC LINE
L3
IPS
P.O.C.
C1
L2
C2
P.O.B.
L1
5' (TYP.)
6'x8' WATER VAULT
FOR 8" FIRE LINE
WATER VAULT
EASEMENT AREA=
407 SF. or 0.0093 AC.
APPROX. LAND LOT LINE
GA. STATE ROUTE 141
(A.K.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
PROJ. STP-104-1(59)
OUTLOT 2
PB. 117 PG. 217-223
GEORGIA
REGISTERED
No. 2928
LAND SURVEYOR
PAUL B. CANNON
L.L. 487
L.L. 488
N/F
THE AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
50 0 50 100 150 FT.
SCALE: 1" = 50'
WATER VAULT EASEMENT SKETCH FOR
THE AVENUE FORSYTH (OUTLOT 2)
LOCATED IN LAND LOT 487
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA
Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Approved By: PBC
Date: 04/03/08
Scale: 1" = 50'
TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, Georgia 30180
Phone No. (770) 421-1927
Fax No. (678) 941-1111



LINE TABLE

L1	S 81°34'41" W	19.28'
L2	N 07°39'43" W	23.89'
L3	N 82°11'18" E	19.42'
L4	N 07°55'10" W	5.13'

CURVE TABLE

CURVE	ARC	CHORD	RADIUS	BEARING
C1	23.68'	23.68'	1394.35'	S 07°18'16" E
C2	3.12'	3.12'	1394.35'	N 05°13'17" W

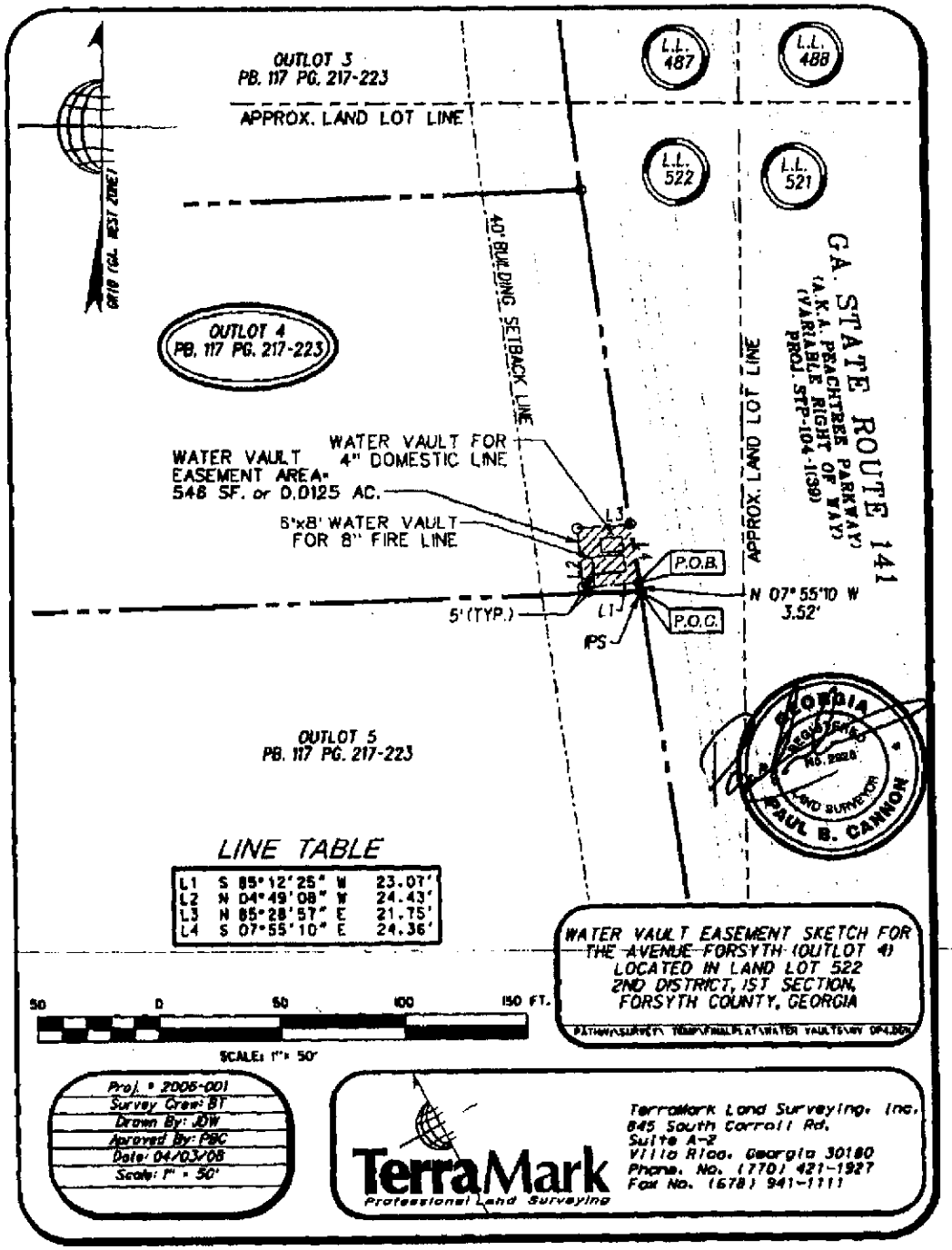
WATER VAULT EASEMENT SKETCH FOR THE AVENUE FORSYTH (OUTLOT 3) LOCATED IN LAND LOT 522 2ND DISTRICT, 1ST SECTION, FORSYTH COUNTY, GEORGIA

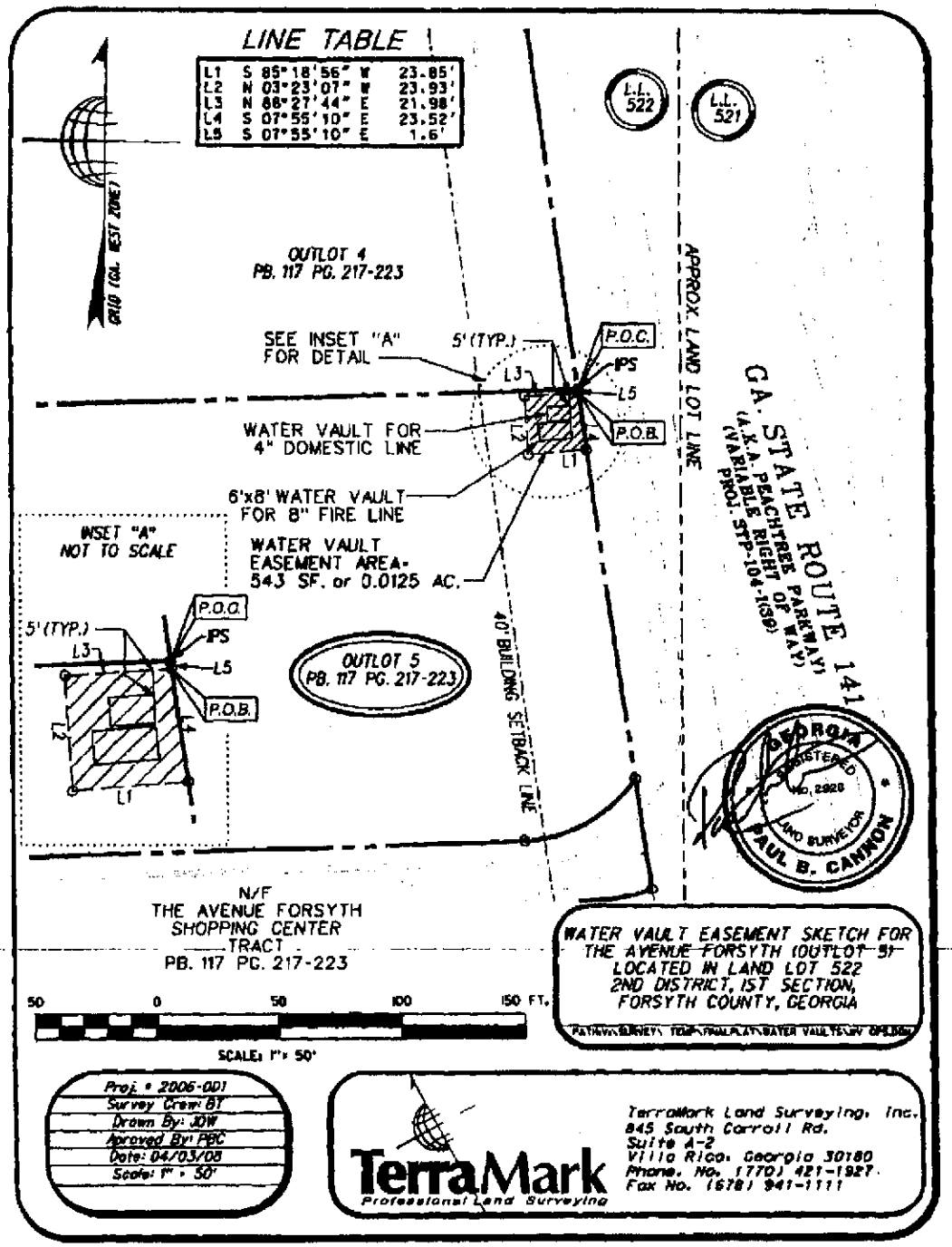
PATHW\SURVEY\ TEMP\FINALPLAT\WATER VAULTS\RV OP3.DGN

Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Aproved By: PBC
Date: 04/03/08
Scale: 1" = 50'

TerraMark
Professional Land Surveying

TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, Georgia 30180
Phone. No. (770) 421-1927
Fax No. (678) 941-1111


OUTLOT 3
PB. 117 PG. 217-223
APPROX. LAND LOT LINE
L.L. 487
L.L. 488
L.L. 522
L.L. 521
40' BUILDING SETBACK LINE
APPROX. LAND LOT LINE
GA. STATE ROUTE 141
(A.K.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
PROJ. STP-104-1(139)
OUTLOT 4
PB. 117 PG. 217-223
WATER VAULT EASEMENT AREA= 548 SF. or 0.0125 AC.
WATER VAULT FOR 4" DOMESTIC LINE
5'x8' WATER VAULT FOR 8" FIRE LINE
L3
P.O.B.
N 07°55'10 W 3.52'
5' (TYP.)
L1
P.O.C.
IPS
OUTLOT 5
PB. 117 PG. 217-223
GEORGIA REGISTERED PAUL B. CANNON LAND SURVEYOR
LINE TABLE
L1 S 85°12'25" W 23.07'
L2 N 04°49'08" W 24.43'
L3 N 85°28'57" E 21.75'
L4 S 07°55'10" E 24.36'
50 0 50 100 150 FT.
SCALE: 1" = 50'
WATER VAULT EASEMENT SKETCH FOR THE AVENUE FORSYTH (OUTLOT 4) LOCATED IN LAND LOT 522 2ND DISTRICT, 1ST SECTION, FORSYTH COUNTY, GEORGIA
Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Aproved By: PBC
Date: 04/03/08
Scale: 1" = 50'
TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, Georgia 30180
Phone. No. (770) 421-1927
Fax No. (678) 941-1111


LINE TABLE
L1 S 85°18'56" W 23.85'
L2 N 03°23'07" W 23.93'
L3 N 86°27'44" E 21.98'
L4 S 07°55'10" E 23.52'
L5 S 07°55'10" E 1.6'
GRID (GA. WEST ZONE)
OUTLOT 4
PB. 117 PG. 217-223
L.L. 522
L.L. 521
APPROX. LAND LOT LINE
GA. STATE ROUTE 141
(A.K.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
PROJ. STP-104-1(39)
SEE INSET "A" FOR DETAIL
5'(TYP.)
P.O.C.
IPS
L5
L3
L2
L1
P.O.B.
WATER VAULT FOR 4" DOMESTIC LINE
6'x8' WATER VAULT FOR 8" FIRE LINE
WATER VAULT EASEMENT AREA- 543 SF. or 0.0125 AC.
INSET "A" NOT TO SCALE
OUTLOT 5
PB. 117 PG. 217-223
40' BUILDING SETBACK LINE
GEORGIA REGISTERED NO. 2928 LAND SURVEYOR PAUL B. CANNON
N/F
THE AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
50 0 50 100 150 FT.
SCALE: 1" = 50'
WATER VAULT EASEMENT SKETCH FOR
THE AVENUE FORSYTH (OUTLOT 5)
LOCATED IN LAND LOT 522
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA
Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Approved By: PBC
Date: 04/03/08
Scale: 1" = 50'
TerraMark
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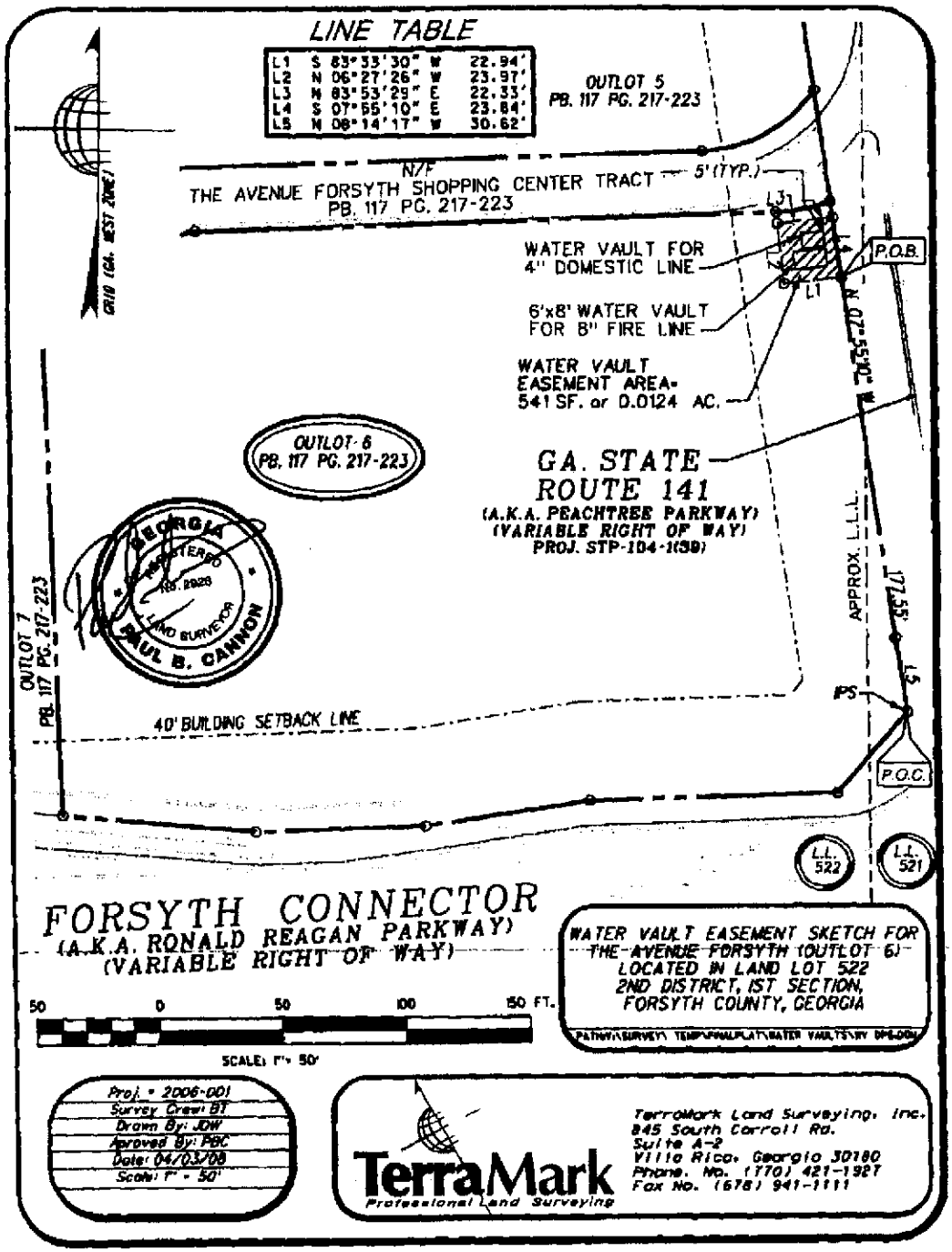
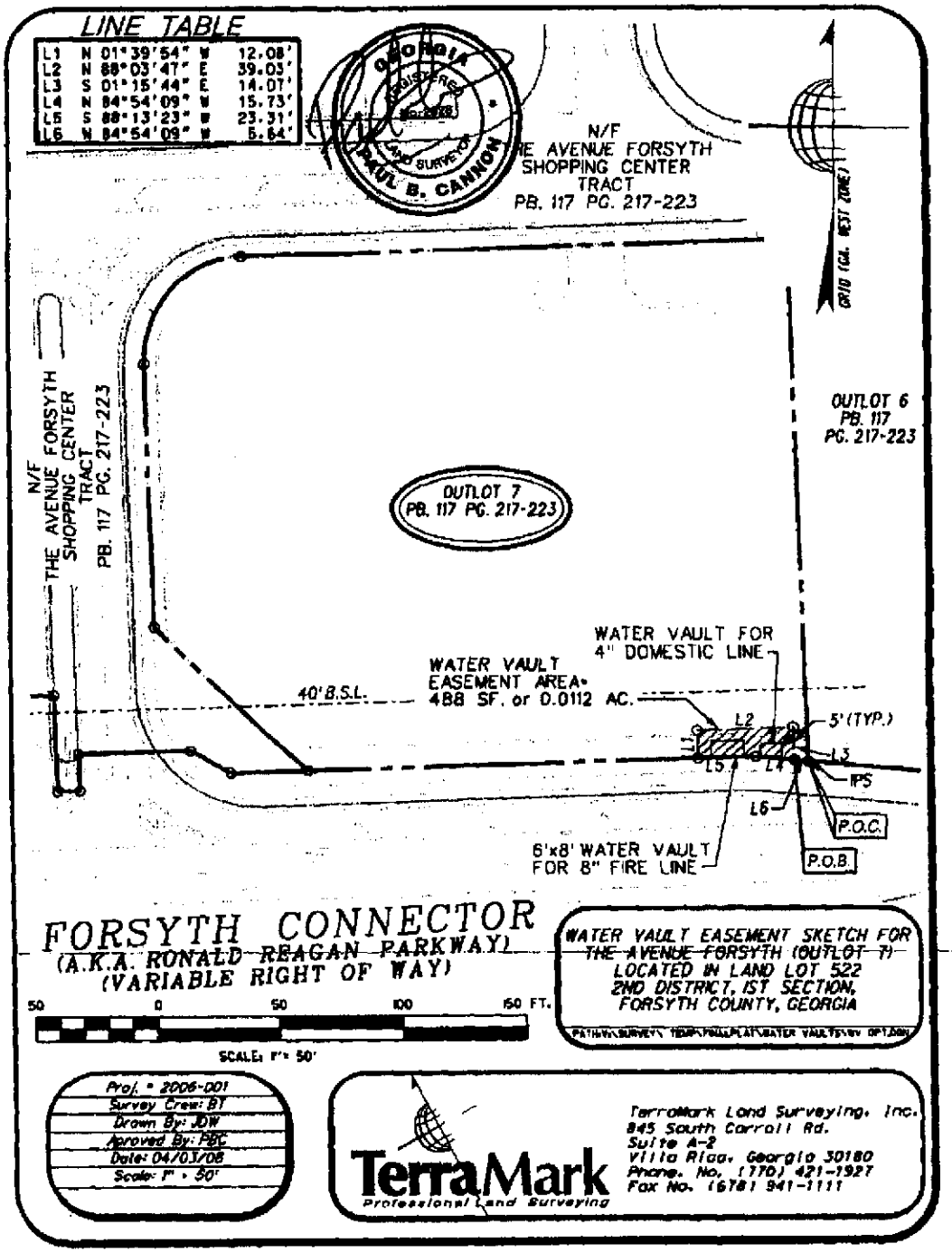
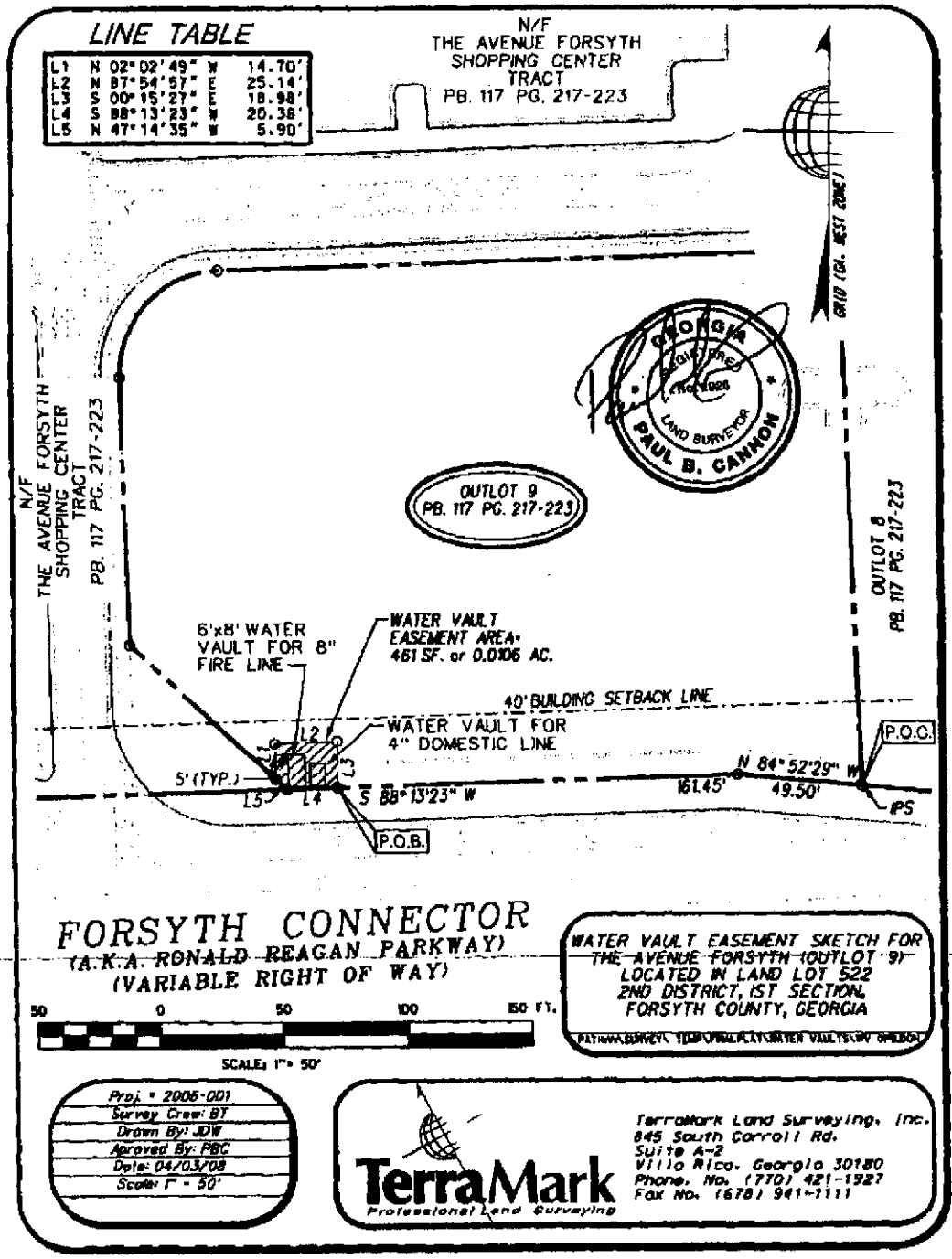

LINE TABLE
L1 S 83°33'30" W 22.94'
L2 N 06°27'26" W 23.97'
L3 N 83°53'29" E 22.33'
L4 S 07°55'10" E 23.84'
L5 N 08°14'17" W 30.62'
OUTLOT 5
PB. 117 PG. 217-223
N/F
THE AVENUE FORSYTH SHOPPING CENTER TRACT
PB. 117 PG. 217-223
5' (TYP.)
WATER VAULT FOR
4" DOMESTIC LINE
6'x8' WATER VAULT
FOR 8" FIRE LINE
WATER VAULT
EASEMENT AREA-
541 SF. or 0.0124 AC.
P.O.B.
N 07°55'50" W
OUTLOT 6
PB. 117 PG. 217-223
GA. STATE
ROUTE 141
(A.K.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
PROJ. STP-104-1(39)
APPROX. L.L.L.
177.55'
L5
IPS
P.O.C.
OUTLOT 7
PB. 117 PG. 217-223
40' BUILDING SETBACK LINE
L.L. 522
L.L. 521
GEORGIA
REGISTERED
NO. 2925
LAND SURVEYOR
PAUL B. CANNON
FORSYTH CONNECTOR
(A.K.A. RONALD REAGAN PARKWAY)
(VARIABLE RIGHT OF WAY)
50 0 50 100 150 FT.
SCALE: 1" = 50'
WATER VAULT EASEMENT SKETCH FOR
THE AVENUE FORSYTH (OUTLOT 6)
LOCATED IN LAND LOT 522
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA
Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Approved By: PBC
Date: 04/03/06
Scale: 1" = 50'
TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, Georgia 30180
Phone No. (770) 421-1927
Fax No. (678) 941-1111


LINE TABLE
L1 N 01°39'54" W 12.08'
L2 N 88°03'47" E 39.03'
L3 S 01°15'44" E 14.07'
L4 N 84°54'09" W 15.73'
L5 S 88°13'23" W 23.31'
L6 N 84°54'09" W 5.64'
GEORGIA REGISTERED LAND SURVEYOR PAUL B. CANNON
N/F
E AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
GRID (GA. WEST ZONE)
N/F
THE AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
OUTLOT 6
PB. 117
PG. 217-223
OUTLOT 7
PB. 117 PG. 217-223
WATER VAULT FOR
4" DOMESTIC LINE
WATER VAULT
EASEMENT AREA=
488 SF. or 0.0112 AC.
40' B.S.L.
5' (TYP.)
L1
L2
L3
L4
L5
L6
IPS
P.O.C.
P.O.B.
6'x8' WATER VAULT
FOR 8" FIRE LINE
FORSYTH CONNECTOR
(A.K.A. RONALD REAGAN PARKWAY)
(VARIABLE RIGHT OF WAY)
50 0 50 100 150 FT.
SCALE: 1" = 50'
WATER VAULT EASEMENT SKETCH FOR
THE AVENUE FORSYTH (OUTLOT 7)
LOCATED IN LAND LOT 522
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA
Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Approved By: PBC
Date: 04/03/08
Scale: 1" = 50'
TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, Georgia 30180
Phone No. (770) 421-1927
Fax No. (678) 941-1111



FORSYTH CONNECTOR

(A.K.A. RONALD REAGAN PARKWAY)
(VARIABLE RIGHT OF WAY)

50 0 50 100 150 FT.

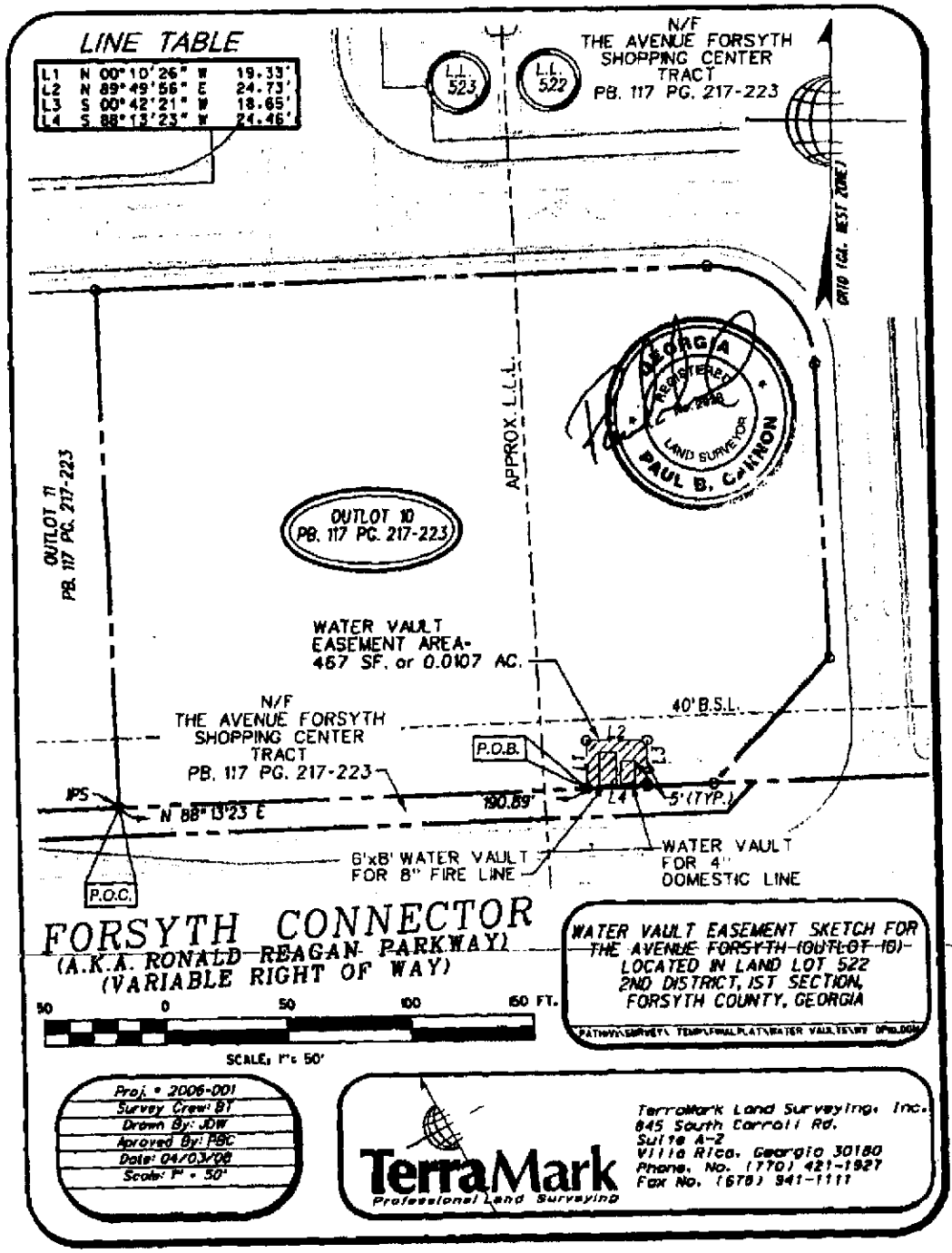
SCALE: 1" = 50'

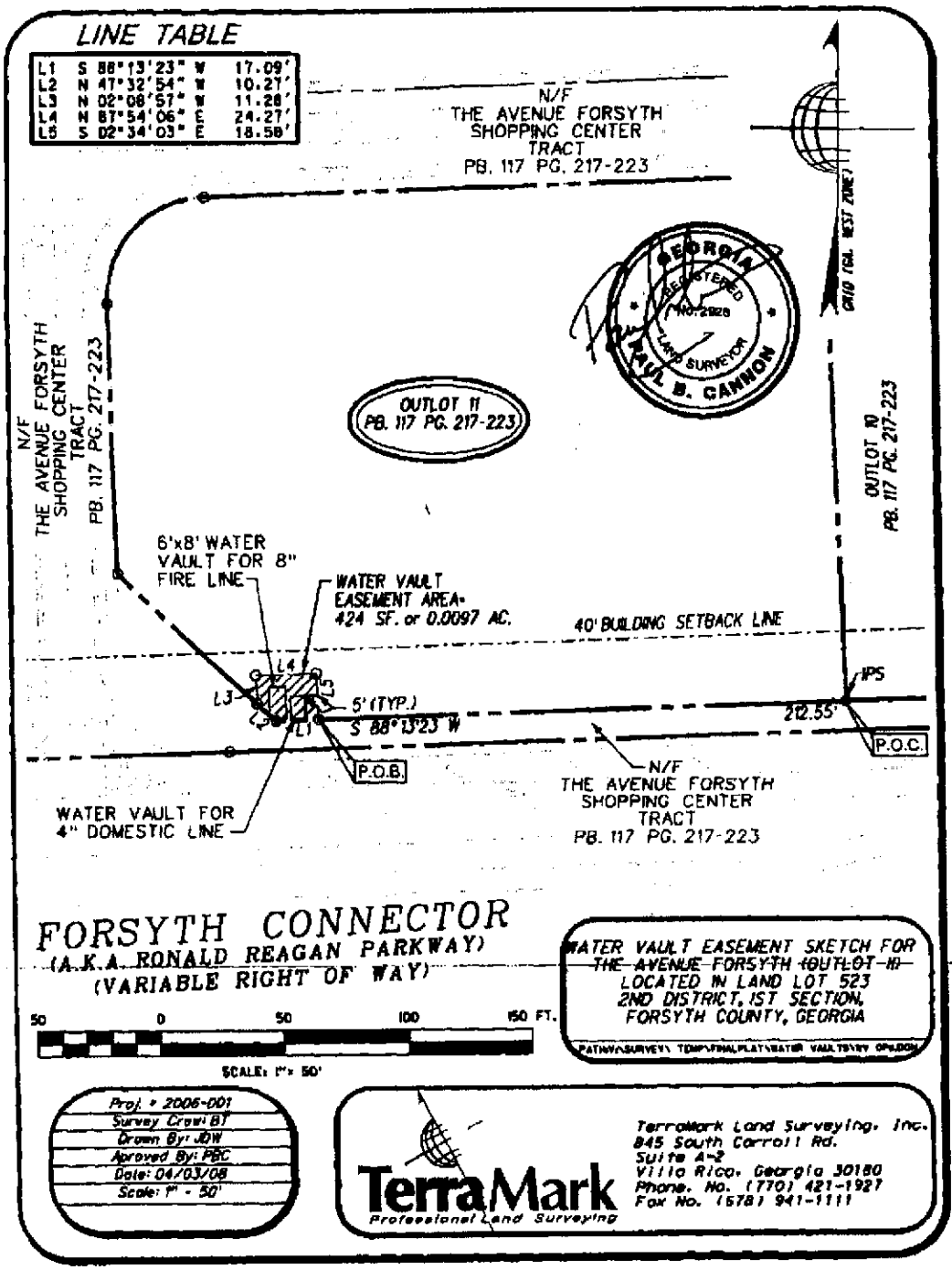
WATER VAULT EASEMENT SKETCH FOR
THE AVENUE FORSYTH (OUTLOT 9)
LOCATED IN LAND LOT 522
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA

Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Approved By: PBC
Date: 04/03/08
Scale: 1" = 50'

TerraMark
Professional Land Surveying

TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, Georgia 30180
Phone No. (770) 421-1927
Fax No. (678) 941-1111


LINE TABLE
L1 N 00°10'26" W 19.33'
L2 N 89°49'56" E 24.73'
L3 S 00°42'21" W 18.65'
L4 S 88°13'23" W 24.46'
N/F
THE AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
L.L. 523
L.L. 522
GRID (GA. WEST ZONE)
APPROX. L.L.L.
GEORGIA
REGISTERED
LAND SURVEYOR
PAUL B. CALHOUN
OUTLOT 11
PB. 117 PG. 217-223
OUTLOT 10
PB. 117 PG. 217-223
WATER VAULT
EASEMENT AREA-
467 SF. or 0.0107 AC.
N/F
THE AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
40' B.S.L.
P.O.B.
L2
L4
5' (TYP.)
190.89'
N 88°13'23" E
IPS
P.O.C.
6'x8' WATER VAULT
FOR 8" FIRE LINE
WATER VAULT
FOR 4"
DOMESTIC LINE
FORSYTH CONNECTOR
(A.K.A. RONALD REAGAN PARKWAY)
(VARIABLE RIGHT OF WAY)
50 0 50 100 150 FT.
SCALE: 1" = 50'
WATER VAULT EASEMENT SKETCH FOR
THE AVENUE FORSYTH (OUTLOT 10)
LOCATED IN LAND LOT 522
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA
Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Aproved By: PBC
Date: 04/03/06
Scale: 1" = 50'
TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, Georgia 30180
Phone, No. (770) 421-1927
Fax No. (678) 941-1111


LINE TABLE
L1 S 88°13'23" W 17.09'
L2 N 47°32'54" W 10.27'
L3 N 02°08'57" W 11.28'
L4 N 87°54'06" E 24.27'
L5 S 02°34'03" E 18.58'
N/F
THE AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
GRID (GA. WEST ZONE)
GEORGIA
REGISTERED
No. 2828
LAND SURVEYOR
PAUL B. CANNON
OUTLOT 11
PB. 117 PG. 217-223
OUTLOT 10
PB. 117 PG. 217-223
N/F
THE AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
6'x8' WATER
VAULT FOR 8"
FIRE LINE
WATER VAULT
EASEMENT AREA=
424 SF. or 0.0097 AC.
40' BUILDING SETBACK LINE
IPS
L4
L3
L2
L1
5' (TYP.)
S 88°13'23" W
212.55'
P.O.C.
P.O.B.
N/F
THE AVENUE FORSYTH
SHOPPING CENTER
TRACT
PB. 117 PG. 217-223
WATER VAULT FOR
4" DOMESTIC LINE
FORSYTH CONNECTOR
(A.K.A. RONALD REAGAN PARKWAY)
(VARIABLE RIGHT OF WAY)
50 0 50 100 150 FT.
SCALE: 1"= 50'
WATER VAULT EASEMENT SKETCH FOR
THE AVENUE FORSYTH (OUTLOT H)
LOCATED IN LAND LOT 523
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA
Proj. # 2006-001
Survey Crew: BT
Drawn By: JDW
Aproved By: PBC
Date: 04/03/08
Scale: 1" = 50'
TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
845 South Carroll Rd.
Suite A-2
Villa Rica, Georgia 30180
Phone. No. (770) 421-1927
Fax No. (678) 941-1111

Ret: Troutman Sanders LLP
600 Peachtree St., NE, Ste. 5200
Atlanta, GA 30308-2216

AFTER RECORDING, RETURN TO:
Michael L. Robertson, Esq.
Smith, Robertson, Elliott, Glen, Klein & Bell, L.L.P.
221 West Sixth Street, Suite 1100
Austin, Texas 78701

Doc ID: 010544780011 Type: OLR
Filed: 08/05/2008 at 09:49:54 AM
Fee Amt: $30.00 Page 1 of 11
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK5147 PG437-447

STATE OF GEORGIA)
)
COUNTY OF MONROE)

KNOW ALL MEN BY THESE PRESENTS:

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the 8th day of August, 2007, by and between AVENUE FORSYTH LLC, a Georgia Limited liability company ("Landlord"), and BARNES & NOBLE BOOKSELLERS, INC., a Delaware corporation ("Tenant").

1. Pursuant to a Lease Agreement (the "Lease") executed by Landlord and Tenant, dated August ____, 2007, Landlord has leased to Tenant certain Premises which are part of a Shopping Center constructed or to be constructed on the property described in Exhibit A attached hereto and more particularly shown on the site plan (the "Site Plan") attached to the Lease, together with all of Landlord's appurtenant rights, privileges and easements.

2. The term of the Lease shall commence on the Commencement Date set forth in the Lease and shall expire upon the expiration of the tenth (10th) Lease Year as determined by the provisions of the Lease.

3. Tenant has an option to extend the term of the Lease for two (2) periods of five (5) years each, on the same terms and conditions as stated in the Lease.

4. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

5. Unless otherwise specified herein, all capitalized terms used herein shall have the same meanings ascribed to such terms as set forth in the Lease.

6. Landlord agrees that, during the term of the Lease, it will not construct or permit to be constructed any building, sign, tower or other structure or improvement, or plant any tree or other growing plant, or make any other change whatsoever in the area depicted as the No Build Area on the Site Plan (the "No Build Area"). Notwithstanding the foregoing to the contrary, Landlord shall have the right within the No Build Area to (i) plant trees and other growing plants pursuant to a landscape plan which provides for the uniform distribution of trees throughout the Shopping Center, provided no one tree shall unreasonably interfere with the visibility of Tenant's

building signage except as may otherwise be required by applicable governmental authority and (ii) construct other non-structural amenities customary in first-class retail centers, such as Kiosks (defined below), outdoor seating permitted pursuant to Paragraph 9.1 of the Lease, light standards, benches and directional signage, provided the same does/do not unreasonably interfere with the parking areas and parking spaces required under the Lease, access to the Premises or visibility of Tenant's building signage.

6.1. Landlord agrees that, during the term of the Lease, it will not place, operate or permit to be placed or operated any kiosk, cart, display, signage, ATM, public phone, planter, bench, pushcart or other item, whether temporary or permanent (collectively, and for convenience, the "Kiosks"), within the "No Kiosk Area" as shown and labeled on the Site Plan, except to the extent any such Kiosks within the No Kiosk Area are approved by Tenant in Tenant's approval of the Site Work Plans.

7. Landlord shall not lease or permit the use of space in the Shopping Center, Phase Two and/or the Outparcels, and Tenant shall not use or permit the use of the Premises, for the following: (i) any bowling alley (except that an operation such as Dave & Busters or Lucky Strike may operate in Phase Two); (ii) any arcade (except that an operation such as Dave & Busters shall not be prohibited provided same is not located within the "Prohibited Area" as shown and labeled on the Site Plan); (iii) any tavern or bar (meaning an operation for on-site consumption deriving more than fifty percent (50%) of its gross annual receipts from the sale of alcohol), except within Phase Two, and except to the extent incidental to a restaurant operated primarily for on-premises consumption; (iv) any health club, spa or gymnasium, except that fitness centers and training centers shall be permitted in Buildings 600, 700 and 800 (as shown on the Site Plan) and in Phase Two, and upscale spas shall be permitted in the Shopping Center; (v) any night club or discotheque (except that two (2) such upscale uses may operate in the Shopping Center provided same are not located in the Prohibited Area); (vi) any second hand or surplus store (except that concepts such as GameStop and MovieStop shall not be prohibited, and one upscale used clothing store and one upscale used sporting goods store may operate in Phase Two); (vii) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers); (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in the rear of any building); (ix) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation (but this provision shall not restrict the absolute freedom of a tenant to determine its own selling prices, nor shall it preclude the conduct of periodic seasonal, promotional or clearance sales; (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for pickup and delivery by the ultimate consumer, including nominal supporting facilities); (xi) any automobile, truck, trailer or R.V. sales, leasing, display or repair (except that a car rental operation within Phase Two shall not be prohibited); (xii) any skating rink, except within Phase Two; (xiii) any living quarters, sleeping apartments or lodging rooms, except within Phase Two and in Outparcels 10 and 11 as shown on the Site Plan; (xiv) any veterinary hospital, animal raising facilities or pet shop (unless such pet shop is incidental to an operation such as the current operations of PetsMart and Petco, which may include veterinary services and/or boarding on an incidental basis, provided such operation is not adjacent to the Premises, and, further provided, the foregoing shall not prohibit the use of the Premises for such operation); (xv) any mortuary; (xvi) any establishment selling or exhibiting pornographic materials (except that Tenant shall have the right to display and offer for sale such merchandise in the Premises on an incidental basis in connection with the operation of a typical Barnes & Noble Booksellers store as operated in the State of Georgia as of the date of the Lease); (xvii) intentionally omitted; (xviii) any movie theater within the Prohibited Area; (xix) any training or educational facility, including, but not limited to, beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers [except that this prohibition shall not prohibit a tenant or other operator from offering to the general public, as an incidental part of its primary retail use, activities such as book readings and computer-training sessions, nor shall this prohibition prohibit a general office tenant whose primary use is not a training facility from conducting periodic training in its premises so long as Landlord requires the participants of such training events to park their vehicles other than in the No Build Area and Landlord enforces such parking, nor shall this prohibition prohibit a culinary school/teaching kitchen operated as part of a restaurant provided that such restaurant (i) occupies Leasable Square Footage of 3,500 square feet or less, (ii) is not one of the Inducement Tenants and (iii) is not within the "Culinary School Prohibited Area" as labeled and shown on the Site Plan, nor shall this prohibition apply to the Office GLA (as hereinafter defined) and office space within Phase Two]; (xx) any auto parts store or gas or service station (except that a gas or service station or a convenience store may operate within Outparcels 10, 11, 12, 13, 14 and 15 as shown on the Site Plan); (xxi) any church, temple, synagogue or other

place of worship; (xxii) any auditorium, meeting hall (except in Phase Two) or other place of public assembly; (xxiii) any gambling facility or operation, including, but not limited to, off-track or sports betting parlor, table games such as black-jack or poker, slot machines or video poker/black-jack/keno machines or similar devices (however, such machines or devices may be included in a restaurant as an incidental part of such restaurant's operation), or bingo parlor; (xxiv) any massage parlor (but this shall not prohibit a first class day spa or similar operation, subject to clause (iv) above), topless club or "strip joint"; (xxv) any operation primarily used as a storage warehouse operation (which shall not include storage incidental to a retail operation conducted on the same premises or the operation of any retail store whose permitted use includes maintaining its merchandise in warehouse fashion, such as stocking full shoe boxes on the sales floor for customer self-service); (xxvi) any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation; (xxvii) any nail salon within one hundred feet (100') of the storefront of the Premises; or (xxviii) any use which is a public or private nuisance. Additionally, no exterior identification signs attached to any retail building of the Shopping Center shall be in violation of "Landlord's Sign Criteria" (herein so called) attached to the Lease as Exhibit E-1. In the event Landlord elects to add additional property to the Shopping Center pursuant to Paragraph 9.5 of the Lease, clauses (xiii) and (xix) contained in this Paragraph 7 shall not prohibit Landlord from leasing or permitting the use of space in any such additional property for the uses specified in such clauses (xiii) and (xix) of this Paragraph 7.

8. Landlord, and its successors and assigns, shall not (a) operate or permit under any circumstances to be operated within the Shopping Center, Phase Two and/or the Outparcels any other store or "Kiosk" (as hereinafter defined) selling or displaying for sale or rental any (i) books, magazines, periodicals and newspapers in print, (ii) books, magazines, periodicals and newspapers on tape, disk, CD-ROM, DVD and/or any other media, as well as any items which are technological evolution of any of the foregoing items [the items described in such clauses (i) and (ii) being collectively referred to herein as the "Book Materials"], and/or (iii) provided Tenant operates a music department in the Premises in at least 2,500 square feet, audio compact discs and other forms of recorded music (collectively, the "Music Materials") (the Book Materials and the Music Materials are sometimes collectively referred to herein as the "Exclusive Items"), (b) operate or permit under any circumstances to be operated within the Shopping Center and/or the Outparcels (including Kiosk operations) any separately demised newsstand or magazine rack, regardless of size, or (c) operate or permit under any circumstances to be operated within the Shopping Center and/or the Outparcels (including Kiosk operations) any other Coffee Shop (such as, by way of example and not as a limitation, the current operations of Starbucks, Gloria Jean's, Peet's and Seattle's Best), except that Landlord shall have the right to operate or permit to be operated in the Shopping Center and the Outparcels one (1) additional Coffee Shop not exceeding 2,000 Leasable Square Feet, provided same is located in one (1) of the following locations: Outparcel 8, Outparcel 9, Outparcel 10, Outparcel 11 or the Required Theatre (all as shown and labeled on the Site Plan). It is agreed that the restrictions set forth in clauses (b) and (c) above relative to separately demised newsstands or magazine racks and Coffee Shops shall not apply to operations within Phase Two. In addition to the foregoing, the restrictions set forth in clause (c) above relative to Coffee Shops shall not apply to the operator of a cinema within the Required Theater so long as (A) the name of the cinema does not state or imply that the cinema operation includes the sale of coffee, coffee drinks or espresso, (B) the coffee operation within the cinema does not have a separate exterior entrance, (C) no signage on the exterior (or attached to the windows or within two feet (2') of the interior side of the windows) of the cinema advertises the sale of coffee, coffee drinks or espresso, (D) the coffee operation is only open for business when the cinema is open and showing movies (including such times before and after the showing of movies that cinemas are typically open) and (E) the sale of coffee, coffee drinks or espresso within the cinema is not disclosed on any Shopping Center directory or any other Shopping Center map, pamphlet or similar item. In the event coffee, coffee drinks or espresso is sold within the cinema in violation of clause (A), (B), (C), (D) and/or (E) of the preceding sentence, the cinema shall be deemed a Coffee Shop and shall immediately be subject to the restrictions set forth in clause (c) above relative to Coffee Shops. The Incidental Sale (as hereinafter defined) of one, all or any combination of the Exclusive Items in connection with the overall business of another operator or tenant, or the sale of coffee, tea or other beverages by a non-Coffee Shop restaurant operator or tenant (which, for purposes of the Lease, shall include operations such as the current operations of Panera Bread, Atlanta Bread and la Madeleine) as an incidental part of its general restaurant operation, shall not be deemed a violation of this Paragraph 8. As used herein, "Incidental Sale" shall mean the lesser of (x) ten percent (10%) in the aggregate of such operator's or tenant's display area and (y) seven hundred fifty (750) square feet in the aggregate of such operator's or tenant's display area (inclusive of allocable aisle space) as to the items described in subclauses (i) and (ii) of clause (a) above or one thousand (1,000) square feet in the aggregate of such operator's or tenant's display area (inclusive of allocable aisle space) as to the items described in subclause

(iii) of clause (b) above. It is agreed that a national grocery store operator (e.g., Whole Foods, Fresh Market, Trader Joe's and Wild Oats) operating within the Shopping Center in a manner consistent with its operations nationwide, and occupying no less than 18,000 Leasable Square Feet, shall not be subject to the provisions of this Paragraph 8. It is further agreed that this Paragraph 8 shall not preclude the operation of Circuit City in the Shopping Center, and Tenant agrees to sign its global co-tenancy agreement with Circuit City if requested by Landlord or Circuit City. Notwithstanding the foregoing to the contrary, if at any time during the term of the Lease Tenant has ceased selling from the Premises the Book Materials as one of its primary uses and/or the Music Materials from at least 2,500 square feet of floor area, or Tenant has ceased operating a Coffee Shop or including a newsstand as a part of its operation within the Premises, and any such cessation has occurred for a period in excess of six (6) consecutive months, excluding any period of cessation as a result of a Temporary Closure and excluding any period of cessation during which the required occupancy level set forth in Paragraph 18.3 of the Lease is not met, then the provisions of this Paragraph 8 relative to the ceased operation (i.e., the sale of the Book Materials or the Music Materials or the operation of a Coffee Shop or the inclusion of a newsstand, as the case may be) shall be inapplicable to a tenant thereafter leasing space in the Shopping Center.

9. Landlord hereby gives and grants to Tenant during the term of the Lease or any renewal or extension thereof, for the benefit of Tenant and Tenant's subtenants, licensees and concessionaires, and their respective employees, agents, customers, invitees and deliverymen, the right to use all of the Common Areas free of charge, in common with Landlord and all other tenants and occupants of the Shopping Center and their respective employees, agents, assigns, customers, invitees and deliverymen. In addition, subject to all governmental requirements and Landlord's approval as to location (which approval shall not be unreasonably withheld or delayed), Tenant shall have the right to place not more than six (6) tables and not more than twenty (20) chairs on sidewalks outside its Premises for use by Tenant or other operator of the Coffee Shop operation within the Premises, provided Tenant shall, at its expense, keep such area properly cleaned and monitored, and if Tenant does not clean and monitor such area within ten (10) days after written notice from Landlord of Tenant's failure to so comply, Landlord shall have the right to so clean and monitor such area at Tenant's expense. If Landlord is required to give three (3) such notices of non-compliance to Tenant within any one (1) calendar year during the term of the Lease, Landlord shall have the right, at its option, to require Tenant to cease all such outdoor seating for the remainder of the term of the Lease. The rights hereby granted with respect to the Common Areas shall run with and bind the Shopping Center land and be binding upon Landlord and Landlord's successors in title to all or any part of the Shopping Center, and shall constitute an irrevocable, nonexclusive easement appurtenant to the Premises for the benefit of, and shall be enforceable by, Tenant and its successors and assigns throughout the term of the Lease or any renewal or extension thereof.

10. Landlord covenants to Tenant that, except for office space located in the second (2nd) floor of Building 400 and an associated office lobby in the first floor of Building 400 (all as shown on the Site Plan), there shall be no office use in the Shopping Center (except such incidental offices within and supporting a retail or restaurant operation). Landlord covenants to Tenant that all such office space located in the second (2nd) floor space of Building 400 (collectively, the "Office GLA") shall not exceed 75,000 square feet of rentable area in the aggregate. This Paragraph 10 shall not prohibit office use in Phase Two and any additional property that Landlord may elect to add to the Shopping Center pursuant to Paragraph 9.5 of the Lease.

11. Throughout the term of the Lease, (i) no building in the Shopping Center, other than Buildings 400, 500, 600, 700, and 800 (excluding any additional property which Landlord should elect to add to the Shopping Center pursuant to Paragraph 9.5 of the Lease) shall be constructed or reconstructed so that its sign parapets and other architectural features shall be higher than those of the Premises (with such height being measured from the finished floor elevation of the Premises and of each building) except as may otherwise be shown on Exhibit D-1 of the Lease, and (ii) no building or demised premises in-line with the Premises shall be constructed or reconstructed so that its front building lines extend beyond that shown on the Site Plan.

12. As a condition to Tenant's obligations under the Lease, (a) Landlord shall cause the points of ingress and egress to and from the Shopping Center and adjacent right-of-ways labeled on the Site Plan as Critical Access Ways to be constructed, and to remain throughout the term of the Lease, in an open and functioning manner, as shown on the Site Plan, (b) Landlord shall cause the Critical Traffic Signals (as shown and labeled on the Site Plan) and the Full Intersections (as shown and labeled on the Site Plan) providing for full right in/right out and left

in/left out traffic to and from the adjacent right-of-way and the Shopping Center, to be installed and/or constructed and to remain in place and functional throughout the term of the Lease (such Critical Traffic Signals and Full Intersections being referred to together herein as the "Required Intersections") and (c) notwithstanding (x) Tenant's approval of the Site Plan and approval or deemed approval of Landlord's Site Work Plans and (y) any provision of the Lease to the contrary, the Common Areas shall be designed, constructed and maintained at all times throughout the term of the Lease so that 18-wheeler trucks, UPS delivery trucks and other similar delivery vehicles shall have reasonable ingress and egress to and from that area which is immediately adjacent to the receiving doors of the Premises. The receiving doors of the Premises are shown and labeled on the Site Plan attached to the Lease.

13. Throughout the term of the Lease, as the same may be extended (i) no more than one building shall be constructed on any of Pad 900 and Outparcels 1 through 7 (as shown and labeled on the Site Plan) and said building shall accommodate only one (1) business operation therein, except that Pad 900 shall not be so limited to one (1) business operation therein; (ii) no building on any of Pad 900 and Outparcels 1 through 7 shall exceed one story in height; (iii) no building on Outparcel 5, Outparcel 6 and Outparcel 7 shall exceed twenty-six (26) feet in height (inclusive of all architectural features) and no building on Pad 900, Outparcel 1, Outparcel 2, Outparcel 3 and Outparcel 4 shall exceed thirty (30) feet in height (inclusive of all architectural features) (with such height being measured from the finished floor elevation of each building); (iv) the Leasable Square Footage of any building constructed on an Outparcel shall be limited to the extent that the number and size of on-grade automobile parking spaces required by all applicable rules, regulations, ordinances and laws can be constructed and maintained within the boundaries of such Outparcel; (v) each building on Pad 900 and any Outparcel shall comply with all governmental rules, regulations, ordinances and laws; (vi) any pylon or monument signs erected or constructed on Pad 900 and any Outparcel shall not obstruct visibility of the pylon or monument sign (if any) identifying the Shopping Center or Tenant; (vii) Landlord shall not combine any of Outparcels 1 through 7 to construct buildings spanning the boundaries of such Outparcels as shown on the Site Plan nor construct buildings adjacent to each other on the boundary line between such Outparcels; and (viii) all such rules, regulations, ordinances or laws relative to parking requirements for each Outparcel operation shall be complied with by providing the requisite number of parking spaces within the boundaries of such Outparcel, without reduction in such number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances or laws to the contrary notwithstanding.

|Signatures carried forward to next page|

EXECUTED as of the date first written above.

WITNESSES:

LANDLORD:

AVENUE FORSYTH LLC
By: Cousins Properties Incorporated, Manager

By: _____ Pm
Name: Steve Yanser
Title: Senior Vice President

WITNESSES:

TENANT:

BARNES & NOBLE BOOKSELLERS, INC.

By: _____
Name: MITCHELL S. KLIPPER
Title: Chief Operating Officer

THE STATE OF GEORGIA)

COUNTY OF Fulton)

This instrument was acknowledged before me on the 8th day of August, 2007, by Steve Yenser, Senior Vice President of Cousins Properties Incorporated, Manager of AVENUE FORSYTH LLC, a Georgia limited liability company, on behalf of said limited liability company.

Eleanor Binford
Notary Public in and for the State of Georgia

My Commission Expires: _____

ELEANOR M. BINFORD NOTARY PUBLIC GEORGIA EXPIRES NOV. 07, 2008 FULTON COUNTY

STATE OF NEW YORK)

COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 6th day of August, 2007, by Mitchell S. Klipper as Chief Operating Officer of BARNES & NOBLE BOOKSELLERS, INC., a Delaware corporation, on behalf of said corporation.

Melinda R. Valdez
Notary Public in and for the State of New York

MELINDA R. VALDEZ
Notary Public, State of New York
No. 01VA5077243
Qualified in Nassau County
Commission Expires May 5, 2011

My Commission Expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

Application Tract - Phase One

All that tract or parcel of land lying and being in Land Lots 486, 487, 488 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the point of intersection of the Western Right-of-Way Line of GA. State Route 141 – also known as Peachtree Parkway (a variable width Right-of-Way) and the Southern Right-of-Way Line of GA. Highway 400 (a variable width Right-of-Way); thence, leaving the aforesaid right-of-way of GA. Highway 400 and running with the aforesaid right-of-way of GA. State Route 141

1. South 33 degrees 25 minutes 42 seconds East, 89.60 feet to a point; thence,
2. South 13 degrees 21 minutes 19 seconds West, 122.30 feet to a point; thence,
3. South 17 degrees 45 minutes 27 seconds West, 398.05 feet to a point; thence,
4. 624.87 feet along the arc of a curve to the left and having a radius of 1,394.35 feet and being subtended by a chord bearing and distance of South 04 degrees 55 minutes 09 seconds West, 619.65 feet to a point; thence,
5. South 07 degrees 55 minutes 10 seconds East, 553.61 feet to a point;
6. South 08 degrees 14 minutes 17 seconds East, 30.62 feet to a point at the mitred intersection of the aforesaid Right-of-Way of GA. State Route 141 and the northerly Right-of-Way of the Forsyth Connector (a.k.a Ronald Reagan Parkway having a variable Right-of-Way); thence, leaving the said Right-of-Way of GA. State Route 141 and running across said mitre
7. South 41 degrees 16 minutes 04 seconds West, 43.44 feet to a point on the aforesaid Right-of-Way of The Forsyth Connector; thence, running along the said Right-of-Way of The Forsyth Connector
8. South 88 degrees 13 minutes 23 seconds West, 99.55 feet to a point; thence,
9. South 81 degrees 23 minutes 16 seconds West, 67.22 feet to a point; thence,
10. South 88 degrees 13 minutes 23 seconds West, 1,774.88 feet to a point; thence,
11. 73.55 feet along the arc of a curve to the left and having a radius of 1,050.00 feet and being subtended by a chord bearing and distance of South 86 degrees 12 minutes 59 seconds West, 73.54 feet to a point; thence, leaving the aforesaid Right-of-Way of The Forsyth Connector
12. North 43 degrees 13 minutes 42 seconds East, 34.76 feet to a point; thence,
13. North 88 degrees 13 minutes 25 seconds East, 20.00 feet to a point; thence,
14. North 01 degrees 45 minutes 53 seconds West, 25.00 feet to a point; thence,
15. North 88 degrees 10 minutes 02 seconds East, 1.25 feet to a point; thence,
16. North 01 degrees 46 minutes 37 seconds West, 215.60 feet to a point; thence,
17. North 88 degrees 13 minutes 23 seconds East, 414.98 feet to a point; thence,

18. North 01 degrees 46 minutes 37 seconds West, 1,133.63 feet to a point; thence,

19. North 81 degrees 01 minutes 22 seconds West, 127.25 feet to a point; thence,

20. South 67 degrees 55 minutes 30 seconds West, 66.08 feet to a point; thence,

21. South 53 degrees 56 minutes 35 seconds West, 26.56 feet to a point; thence,

22. North 80 degrees 32 minutes 07 seconds West, 45.35 feet to a point; thence,

23. South 69 degrees 05 minutes 40 seconds West, 28.47 feet to a point; thence,

24. North 41 degrees 57 minutes 40 seconds West, 49.83 feet to a point; thence,

25. South 70 degrees 47 minutes 46 seconds West, 60.76 feet to a point; thence,

26. North 85 degrees 14 minutes 26 seconds West, 84.43 feet to a point; thence,

27. South 68 degrees 38 minutes 52 seconds West, 37.47 feet to a point; thence,

28. South 82 degrees 53 minutes 10 seconds West, 16.25 feet to a point; thence,

29. North 19 degrees 02 minutes 14 seconds West, 2.16 feet to a point; thence,

30. North 85 degrees 08 minutes 38 seconds West, 80.71 feet to a point on the aforesaid Right-of-Way of GA Highway 400; thence, running with the aforesaid Right-of-Way of Georgia Highway 400;

31. North 62 degrees 03 minutes 32 seconds East, 210.22 feet to a point; thence,

32. North 73 degrees 20 minutes 13 seconds East, 615.65 feet to a concrete monument found; thence,

33. North 76 degrees 43 minutes 36 seconds East, 1,054.76 feet to a point; thence,

34. South 84 degrees 11 minutes 20 seconds East, 484.66 feet to a point at the intersection of the aforesaid Right-of-Way of GA. Highway 400 and the aforesaid Right-of-Way of GA. State Route 141 and the point of beginning, containing 2,985,360 square feet or 68.5344 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

Application Tract - Phase 2

All that tract or parcel of land lying and being in Land Lots 486 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the point of intersection of the Western Right-of-Way Line of GA. State Route 141 - also known as Peachtree Parkway (a variable width Right-of-Way) and the South Line of aforesaid Land Lot 487, said point also being North 89 degrees 51 minutes 07 seconds West, 68.72 feet from a 3/4 inch crimp top pipe found at the common corner to Land Lots 487, 488, 521 and 522 of the aforesaid District and Section; thence, continuing along the aforesaid Right-of-Way of GA. State Route 141 29.79 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 07° 18' 26" East, 29.79 feet to a point; thence, South 07° 55' 10" East, 553.61 feet to a point; thence, South 08° 14' 17" East, 30.62 feet to a point on the mitred intersection with Ronald Reagan Parkway a.k.a. Forsyth Connector (having a variable Right of Way); thence, leaving the aforesaid Right of Way of State Route 141 and running across the said mitre South 41° 16' 04" West, 43.44 feet to a point on the aforesaid Right of Way of Ronald Reagan Parkway; thence,

continuing with the aforesaid Right of Way of Ronald Reagan Parkway South 88° 13' 23" West, 99.55 feet to a point; thence, South 81° 23' 16" West, 67.22 feet to a point; thence, South 88° 13' 23" West, 1774.88 feet to a point; thence, 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1,050.00 feet and a chord bearing and distance of South 86° 12' 59" West, 73.54 feet to a point and the TRUE POINT OF BEGINNING,

1. Thence, 1,110.90 feet along the arc of a curve deflecting to the left, having a radius of 1,050.00 feet and a chord bearing and distance of South 53° 54' 00" West, 1059.81 feet to a point of intersection with the West Line of aforesaid Land Lot 523 and the aforesaid Right of Way of Ronald Reagan Parkway; thence, leaving the aforesaid Right of Way of Ronald Reagan Parkway

2. North 02° 21' 36" West, 1346.69 feet to a one half inch rebar found at the apparent Land Lot Corner of Land Lots 485, 486, 523 and 524; thence, leaving the aforesaid Land Lot Corner and running with the West Line of Land Lot 486

3. North 02° 58' 57" East, 85.25 feet to a point on the southerly Right of Way of Georgia State Highway 400; thence, leaving the aforesaid Land Lot Line and running with the aforesaid Right of Way of Georgia State Highway 400

4. North 41° 25' 04" East, 116.24 feet to a point; thence,

5. North 49° 38' 22" East, 667.27 feet to a point; thence,

6. North 62° 03' 32" East, 172.62 feet to a point; thence, leaving the aforesaid Right of Way of Georgia State Highway 400

7. South 85° 08' 38" East, 80.71 feet to a point; thence,

8. South 19° 02' 14" East, 2.16 feet to a point; thence,

9. North 82° 53' 10" East, 16.25 feet to a point; thence,

10. North 68° 38' 52" East, 37.47 feet to a point; thence,

11. South 85° 14' 26" East, 84.43 feet to a point; thence,

12. North 70° 47' 46" East, 60.76 feet to a point; thence,

13. South 41° 57' 40" East, 49.83 feet to a point; thence,

14. North 69° 05' 40" East, 28.47 feet to a point; thence,

15. South 80° 32' 07" East, 45.35 feet to a point; thence,

16. North 53° 56' 35" East, 26.56 feet to a point; thence,

17. North 67° 55' 30" East, 66.08 feet to a point; thence,

18. South 81° 01' 22" East, 127.25 feet to a point ; thence,

19. South 01° 46' 37" East, 1133 63 feet to a point; thence,

20. South 88° 13' 23" West, 414.98 feet to a point; thence,

21. South 01° 46' 37" East, 215.60 feet to a point; thence,

22. South 88° 10' 02" West, 1.25 feet to a point; thence,

23. South 01° 45' 53" East, 25.00 feet to a point; thence,

24. South 88° 13' 25" West, 20.00 feet to a point; thence,

25. South 43° 13' 42" West 34.76 feet to a point on the aforesaid Right of Way of Ronald Reagan Parkway and the point of beginning, containing 1,747,202 square feet or 40.1102 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

Ret
First American Title
Insurance Co.
5775 Glenridge Dr. NE
Suite A-240
Atlanta, GA 30328

After recording please return to:

Troutman Sanders LLP
600 Peachtree Street, Suite 5200
Atlanta, Georgia 30308
Attn: Maureen Theresa Callahan, Esq.

Doc ID: 010582840030 Type: GLR
Filed: 06/26/2008 at 10:29:11 AM
Fee Amt: $88.00 Page 1 of 30
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK 5167 PG 1-30

DECLARATION OF EASEMENTS, RIGHTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS, RIGHTS, COVENANTS AND RESTRICTIONS (the "Declaration") is made and entered into this 24th day of June, 2008 by CP-FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("CP-Forsyth") and AVENUE FORSYTH LLC, a Georgia limited liability company ("Avenue Forsyth"; CP-Forsyth and Avenue Forsyth individually or collectively, as may be indicated by the context, "Declarant").

WITNESSETH

WHEREAS, Avenue Forsyth is the owner of that certain real property lying and being in Land Lots 486, 487, 488, 521, 522 and 523 of the 2nd District, 1st Section, Forsyth County, Georgia, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Shopping Center Parcel"); and

WHEREAS, CP-Forsyth is the owner of that certain real property lying and being in Land Lots 486 and 523 of the 2nd District, 1st Section, Forsyth County, Georgia, being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (the "Remainder Parcel"); and

WHEREAS, CP-Forsyth is the owner of that certain real property lying and being in Land Lots 486 and 523 of the 2nd District, 1st Section, Forsyth County, Georgia, being more

particularly described on Exhibit "C" attached hereto and made a part hereof by this reference (the "CHOA Parcel"); and

WHEREAS, Declarant, as the owner of the Shopping Center Parcel, the Remainder Parcel and the CHOA Parcel, desires to declare, create and establish certain easements, rights, covenants and restrictions for the mutually beneficial ownership, use and development of the Shopping Center Parcel, the Remainder Parcel and the CHOA Parcel, all as more particularly hereinafter set forth; and

WHEREAS, pursuant to that Agreement for Purchase and Sale of Real Property dated June 24, 2008 (the "Purchase Agreement"), between CP-Forsyth and Children's Healthcare of Atlanta, Inc. ("CHOA"), CP-Forsyth has agreed to sell and CHOA has agreed to buy the CHOA Parcel, such conveyance to be made subject to this Declaration and the easements, rights, covenants and restrictions contained herein;

NOW, THEREFORE, Declarant, for itself, its successors and assigns, does hereby declare, create and establish the following easements, rights, covenants and restrictions:

1. Definitions. The following words and terms used or referred to in this Declaration shall have the following meanings:

"AMC Lease" shall mean that certain lease agreement dated as August 2, 2007 by and between Avenue Forsyth LLC and American Multi-Cinema, Inc., as evidenced by that certain Memorandum of Lease dated August 2, 2007, recorded in Deed Book 4908, Page 82, Forsyth County, Georgia records.

"Barnes Lease" shall mean that certain lease agreement dated as of August 8, 2007 by and between Avenue Forsyth LLC and Barnes & Noble Booksellers, Inc., as evidenced by the Barnes Memorandum.

"Barnes Memorandum" shall mean that Memorandum of Lease by and between Avenue Forsyth LLC and Barnes & Noble Booksellers, Inc., dated August 8, 2007, recorded in Deed Book 5147, Page 437, Forsyth County, Georgia records.

"Civil Plans" shall have the meaning assigned to such term in the Work Agreement.

"Default Rate" shall mean the lesser of (i) two percent (2%) in excess of the prime rate from time to time publicly announced by Bank of America, N.A., or its successor, or (ii) the maximum rate permitted by law.

"Detention Facilities" shall mean the stormwater drainage swales, ditches, lines and facilities now or hereafter located on the CHOA Parcel, including but not limited to the detention pond and related outlet structure and pipe (collectively, the "Detention Pond") to be constructed on that certain portion of the CHOA Parcel being more particularly depicted on Exhibit "D" attached hereto and made a part hereof by reference.

"Existing DRI" shall mean the DR 1131 Avenue Forsyth (the DRI Plan of Development), which was approved by Revised Notice of Decision issued by the Georgia Regional Transportation Authority on June 12, 2008.

"Future Improvements" shall mean the buildings and other improvements that may be constructed or installed on a Parcel.

"Joint Driveway Area" shall mean that certain area of land located on the Shopping Center Parcel providing access to and from the right-of-way known as Forsyth Connector (a/k/a Ronald Reagan Parkway), as more particularly designated as the "Joint Driveway Area" and being shown and crosshatched on Exhibit "E" attached hereto and made a part hereof by this reference.

"Orkin Agreement" shall mean that certain Agreement Regarding Median Cuts, Traffic Signal Locations and Utility Locations dated January 17, 2007, by and between the Orkins and Avenue Forsyth, recorded in Deed Book 4603, Page 742, Forsyth County, Georgia records.

"Orkins" shall have the meaning assigned to such term in the Orkin Agreement.

"Owner" shall mean and refer to any and all of the owners (including Declarant) and long-term ground lessees of fee simple title to a Parcel; provided, however, the term "Owner" shall not mean and refer to (i) the holder of any deed to secure debt, mortgage, deed of trust or any other security instrument encumbering title to a Parcel unless and until the holder thereof shall become a mortgagee in possession under such instrument or shall acquire fee simple or long-term ground leasehold title thereto pursuant to the foreclosure thereof, the exercise of any power of sale contained therein, or any deed or proceeding taken in lieu of foreclosure with respect thereto, and (ii) any lessee (other than a long-term ground lessee), tenant or licensee of any Owner. For purposes hereof, a long-term ground lessee shall mean a lessee under a ground lease having a term of at least ten (10) years. In the event any Parcel is further subdivided after the date of this Declaration, each owner of a subdivided parcel shall be deemed to be an "Owner" of its subdivided parcel, shall be entitled to the non-exclusive right to enjoy and use the easements and rights granted herein, and shall be subject and bound by the covenants and restrictions set forth herein.

"Parcel" or "Parcels" shall mean, as the context requires or permits, the Shopping Center Parcel, the Remainder Parcel and/or the CHOA Parcel.

"Phase II Property" shall mean, collectively, the Remainder Parcel and the CHOA Parcel.

"Utility Connection Area" shall mean that certain area of land located on the Shopping Center Parcel more particularly designated as the "Utility Connection Area" and being shown and crosshatched on Exhibit "G" attached hereto and made a part hereof by this reference.

"Utility Facilities" shall mean the gas, electrical and telephone lines and facilities now or hereafter located within the Utility Connection Area.

"Work Agreement" shall mean that certain Post Closing Work Agreement and Escrow Agreement dated as of June 24, 2008, between CP-Forsyth and CHOA.

2. Detention Facilities Easement Benefiting Remainder Parcel and Shopping Center Parcel. Declarant does hereby declare and establish, for the benefit of and as an appurtenance to the Remainder Parcel and the Shopping Center Parcel and as a burden upon the CHOA Parcel, a perpetual [but subject to relocation pursuant to this **Section 2**], non-exclusive easement over, upon, across, and through the CHOA Parcel for the drainage of storm and surface water from the Remainder Parcel (including stormwater that the Remainder Parcel receives from land located south of Forsyth Connector [a.k.a. Ronald Reagan Parkway] (the "Orkin Land")) and for piped outlet drainage from the detention pond located on the Shopping Center Parcel upon, across, in and through the Detention Facilities now or hereafter constructed on the CHOA Parcel, as such Detention Facilities may be from time to time relocated by the Owner of the CHOA Parcel (the "Drainage Easement"). After the date of this Declaration, the Owner of the Remainder Parcel will not voluntarily enter into an agreement with the owner of the Orkin Land to accept stormwater from the Orkin Land at an average volume greater than the average volume of the stormwater received by the Remainder Parcel on the date of this Declaration. In discharging stormwater into the Detention Facilities, the Owner of the Shopping Center Parcel and the Owner of the Remainder Parcel will comply with all laws, rules, regulations and permits applicable to such discharge. Until such time as the Detention Facilities have been constructed and installed on the CHOA Parcel, the Drainage Easement also includes a temporary, non-exclusive easement upon, over, under, through and across the CHOA Parcel for the drainage of storm and surface water across, over, and through the surface of the CHOA Parcel. After the construction and installation of the Detention Facilities and subject to reimbursement of costs as set forth in Section 12 below, the Owner of the CHOA Parcel shall have the responsibility to maintain and repair at such Owner's sole cost and expense the Detention Facilities in good order and repair and in compliance with all applicable laws, rules, regulations and permits. Notwithstanding anything to the contrary contained herein, the Owner of the CHOA Parcel may at its sole cost and expense relocate the Detention Facilities in connection with the development of the CHOA Parcel, provided that at all times the CHOA Parcel will continue to accept and detain the storm and surface water from the Remainder Parcel and provided that the relocated Detention Facilities will continue to comply at all times with all applicable laws, rules, regulations and permits. Following any relocation of the Detention Pond, the Owners of the Parcels shall, if applicable, modify and amend Exhibit "D" to this Declaration to adjust the location of the Detention Pond as relocated.

Notwithstanding the foregoing, the Detention Facilities shall not include, and the Owners of the Remainder Parcel and the Shopping Center Parcel shall be solely responsible for, constructing, maintaining, repairing, and replacing all pipes, connections, apparatus, and other appurtenances thereto located on their respective Parcels which deliver or direct storm and surface water into the Detention Facilities located on the CHOA Parcel.

3. Access Easement Benefiting CHOA Parcel and Remainder Parcel. Declarant does hereby grant, convey, declare and establish, for the benefit of and as an appurtenance to the CHOA Parcel and the Remainder Parcel, and as a burden upon the Shopping Center Parcel, a non-exclusive perpetual easement for the purpose of vehicular and pedestrian access, ingress and egress (for the use by the Owners of the CHOA Parcel and the Remainder Parcel, their tenants and subtenants, and their respective agents, contractors, employees, licensees, concessionaires, vendors, suppliers, customers and visitors, in common with others entitled to use the same) over, through, along, and across the Joint Driveway Area. The Owners of the CHOA Parcel and the Remainder Parcel are each entitled to install one curb cut and apron for the CHOA Parcel and the Remainder Parcel, respectively, connecting the parking areas located on the CHOA Parcel and the Remainder Parcel to the Joint Driveway Area. Such curb cut and apron and related improvements must be constructed, installed, paved and completed in a location and in accordance with plans and specifications approved by the Owner of the Shopping Center Parcel, which approvals shall not be unreasonably conditioned, delayed or denied.

4. Utility Easements Benefiting the CHOA Parcel and the Remainder Parcel. Declarant does hereby grant, convey, declare and establish, for the benefit of and as an appurtenance to the CHOA Parcel and the Remainder Parcel and as a burden upon the Shopping Center Parcel and the Remainder Parcel (to the extent any portion of the Utility Connection Area is located on the Remainder Parcel but not otherwise), perpetual [but subject to relocation pursuant to **Section 4(c)** below], non-exclusive easements, over, under, through, along and across the Utility Connection Area for the purposes of connecting and tying into the Utility Facilities existing within the Utility Connection Area (provided the capacity of such Utility Facilities is not exceeded). Such easements shall be for the use by the Owners of the CHOA Parcel and the Remainder Parcel in common with others entitled to use the same. Such easement rights shall be subject to the following provisions as well as the other provisions contained in this Declaration:

(a) The lines and other facilities for connecting and tying into the Utility Facilities shall be underground to the extent possible and the location of any such lines and facilities installed pursuant hereto shall be subject to the prior, written approval of the Owner of the Shopping Center Parcel, such approval not to be unreasonably conditioned, delayed or denied. The easement area for the lines and facilities shall be no larger than whatever is necessary to reasonably satisfy the utility company as to a public utility or five (5) feet on each side of the centerline as to a private line.

(b) The Owner of the CHOA Parcel or the Owner of the Remainder Parcel as applicable: (i) shall provide at least ten (10) business days prior written notice to the Owner of the Shopping Center Parcel of its intention to do such work, (ii) shall pay all costs and expenses with respect to such work, (iii) shall cause all work in connection therewith (including general clean-up and surface and/or subsurface restoration) to be completed using first-class materials and in a good and workmanlike manner as quickly as reasonably possible and in a manner so as to minimize interference with the conduct or operation of the business of the Owner of the Shopping Center Parcel, (iv) shall not

interrupt, diminish, or otherwise interfere with, or increase the cost of, the utility service to the other parties served by such Utility Facilities, (v) shall comply in all respects with all applicable governmental laws, regulations and requirements, (vi) shall promptly, at its sole cost and expense, clean the area and restore the affected portion of the Utility Connection Area to a condition equal to or better than the condition which existed prior to the commencement of such work, (vii) shall not utilize any portion of the Utility Connection Area for staging of such work or for storage of materials, and (viii) shall indemnify and hold the Owner of the Shopping Center Parcel harmless from and against any claims, actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorney's fees, which may result from any such work.

(c) The Owner of the Shopping Center Parcel will have the right at any time, and at its sole cost and expense, to relocate elsewhere within the Utility Connection Area any such Utility Facilities serving the CHOA Parcel or the Remainder Parcel, provided that such relocation shall not interrupt, diminish, or otherwise interfere with, or increase the cost of, the utility services to the Owner of the CHOA Parcel or the Owner of the Remainder Parcel, as applicable.

(d) The Owner of the CHOA Parcel or the Owner of the Remainder Parcel, as applicable, will be responsible for all impact, connection charges, reservation fees, user fees, tap-on fees, and similar fees and charges imposed as a result of the connection of any such Utility Facilities to the Future Improvements constructed upon such Owner's Parcel.

5. Temporary Construction Easement for Seller's Work. Declarant does hereby declare and establish, for the benefit of and as an appurtenance to the Remainder Parcel and the Shopping Center Parcel, and as a burden upon the CHOA Parcel, a temporary construction easement (the "Seller's Work Construction Easement") over, under, through and across the CHOA Parcel for the purposes of all construction activities necessary and appropriate in connection with the Seller's Work (as defined in the Purchase Agreement). The Seller's Work Construction Easement will terminate upon the completion of the Seller's Work and upon such completion and request by the Owner of the CHOA Parcel, Declarant agrees to execute and deliver a mutually acceptable document, in recordable form, evidencing the termination of the Seller's Work Construction Easement set forth in this **Section 5**.

6. Temporary Construction Easement for Retaining Wall. Declarant does hereby declare and establish, for the benefit of and as an appurtenance to the Remainder Parcel, and as a burden upon the CHOA Parcel, a temporary construction easement (the "Retaining Wall Construction Easement") over, under, through and across the easternmost ten feet (10') of the CHOA Parcel (the "Temporary Easement Area") for the temporary use of such Temporary Easement Area in connection with the construction and installation of a retaining wall on the Remainder Parcel. The rights and temporary construction easement granted in this **Section 6** will have a term commencing at the beginning of construction of the retaining wall and will continue until the date which is one (1) year after the beginning of such construction.

7. Sanitary Sewer Easement. Declarant does hereby declare and establish, for the benefit of and as an appurtenance to the CHOA Parcel, the Remainder Parcel and the Shopping Center Parcel, and as a burden upon the CHOA Parcel and the Remainder Parcel, a perpetual, non-exclusive easement over, upon, across, and through the Sewer Easement Area (the "Sewer Easement") for the purpose of the operation, use, maintenance, repair and replacement of the sanitary sewer line that will be constructed and installed within the twenty (20) easternmost feet of the CHOA Parcel as part of Seller's Work. The approximate location of the sanitary sewer line is shown on the Civil Plans. The "Sewer Easement Area" is that certain easement area having a width of fifteen (15) feet on each side of a centerline determined by the centerline of the sanitary sewer line as actually constructed and installed. The Sewer Easement will terminate upon the granting of a perpetual easement to Forsyth County or other appropriate governmental authority in connection with the dedication of the sanitary sewer line in accordance with **Section 10** of this Declaration.

8. Covenants Regarding DRI Amendment. Declarant, as the Owner of the CHOA Parcel, the Remainder Parcel and the Shopping Center Parcel, hereby covenants and agrees in its capacity as such Owner that in the event that it becomes necessary for the Existing DRI to be amended for the development of either the CHOA Parcel or the Remainder Parcel, the Owner seeking the amendment (the "Requesting Owner") will send a copy of the proposed amendment and the related application to the other Owners (the "Cooperating Owners"), will keep the Cooperating Owners apprised of the status of its amendment application, will provide the Cooperating Owners with copies of all correspondence relating to such amendment, will provide the Cooperating Owners with reasonable advance notice of any meetings or telephone conferences with governmental officials relating to the amendment, and will provide the Cooperating Owners and their respective counsel with an opportunity to attend and participate in all such meetings and telephone conferences at such Cooperating Owners' expense. The Cooperating Owners will cooperate with any reasonable requests from the Requesting Owner pertaining to such amendment, provided, however, such cooperation will be at no cost to the Cooperating Owners (other than de minimis costs). It is acknowledged that reports and studies submitted in support of the Existing DRI utilize certain "per acre" assumptions for density and land use and that, in connection with any amendment to the Existing DRI, the Requesting Owner will be required to present new studies and reports that reflect the "per acre" density and land use of the properties of the Cooperating Owners. It is the intent of the Owners of the Parcels that in seeking any amendment to the Existing DRI, any Requesting Owner, when submitting reports and studies reflecting density and intended land use on the Parcels of the Cooperating Owners, will utilize the same "per acre" density and land use assumptions for such Cooperating Owners' Parcels that were utilized in support of the approval of the Existing DRI, provided, however, that if the Requesting Owner seeks to amend the Existing DRI and if the Existing DRI has been previously amended by any Cooperating Owner (in such case, the "Amended DRI"), the Requesting Owner will utilize the same "per acre" density and land use assumptions for such Cooperating Owners' Parcels that were utilized in support of the approval of the previous amendment(s) to the Existing DRI. It is further the intent of the Owners of the Parcels that each

Requesting Owner will be responsible for any and all costs and obligations which results from its amendment to the Existing DRI or Amended DRI, as applicable.

9. Covenants and Restrictions Applicable to the CHOA Parcel and the Remainder Parcel. Declarant covenants and agrees as Owner of the CHOA Parcel and as Owner of the Remainder Parcel that:

(i) for as long as the AMC Lease is in effect, no portion of the CHOA Parcel may be sold, leased, used or occupied for the operation of a movie theatre;

(ii) for as long as the Barnes Lease is in effect, no portion of the CHOA Parcel may be sold, leased, used or occupied in any manner that violates the terms, covenants, restrictions and conditions described in paragraphs 7 and 8 of the Barnes Memorandum which are applicable to the CHOA Parcel;

(iii) for a period of five (5) years after the date of this Declaration, the CHOA Parcel may not be sold, leased, used, or occupied for retail purposes (including, without limitation, restaurants); provided, however, retail shops (such as, but not limited to, pharmacy, a sundry shop or florist) and cafeterias and food-service operations ancillary to the operation of a hospital or medical office building (in the manner typically included within a hospital or medical office building) shall at all times be permitted on the CHOA Parcel;

(iv) at all times, the CHOA Parcel and the Remainder Parcel will be bound by the covenants and restrictions set forth in Exhibit "F" attached hereto and made a part hereof; and

(v) at all times, before purchasing any reserved sewage treatment capacity from Forsyth County in connection with the development of Future Improvements, the Owner of the CHOA Parcel will first request that Avenue Forsyth sell to such Owner the amount of reserved sewage treatment capacity needed for such Future Improvements. Avenue Forsyth will have no obligation to sell to the Owner of the CHOA Parcel the reserved sewage treatment capacity that is requested, or Avenue Forsyth may elect to sell to the Owner of the CHOA Parcel only a portion of the reserved sewage treatment capacity requested by the Owner of the CHOA Parcel. If Avenue Forsyth elects to sell such reserved sewage treatment capacity, the Owner of the CHOA Parcel will buy from Avenue Forsyth the reserved sewage treatment capacity offered by Avenue Forsyth, and the purchase price for such capacity will be calculated based on the rate of Nineteen and No/100 Dollars ($19.00) per gallon per day, or the rate paid by Avenue Forsyth to Forsyth County, whichever is lower. If Avenue Forsyth is unable or elects not to sell such reserved sewage treatment capacity, or if the Owner of the CHOA Parcel needs more reserved sewage treatment capacity than it can obtain from Avenue Forsyth, then the Owner of the CHOA Parcel may purchase any additional reserved sewage treatment capacity that cannot be obtained from Avenue Forsyth directly from Forsyth County.

The covenants and restrictions set forth in (i), (ii) and (iii) above shall be in effect for the duration of the applicable time periods set forth above, and at the end of such time periods shall

thereafter be deemed to have automatically expired without the necessity of any further action by Declarant or any Owner or their respective successors and assigns.

10. Dedication. Declarant as Owner of the CHOA Parcel and as Owner of the Remainder Parcel and the Shopping Center Parcel covenants and agrees that such Owners will dedicate the sanitary sewer line that is part of Seller's Work to Forsyth County or other appropriate governmental authority and that such Owners will cooperate, join in and consent to this dedication and conveyance; such dedication and conveyance will be in the form required by Forsyth County or other governmental authority. Each of the Owner of the Shopping Center Parcel and the Owner of the Remainder Parcel shall have the right at any time to dedicate and convey to appropriate utility companies an easement for the Utility Facilities located in the portion of the Utility Connection Area (if any) located on its Parcel. The Owner of the CHOA Parcel shall have the right at any time to dedicate and convey to Forsyth County an easement for the Detention Facilities. Upon request from the Owner seeking dedication, the other Owners will at no cost to such Owners cooperate, join in and consent to any such dedication or conveyance, which dedication or conveyance will be in the form required by Forsyth County or the appropriate utility company, as applicable.

11. Orkin Agreement. Declarant covenants and agrees as Owner of the Parcels as follows: (i) that in the event the sanitary sewer line that is part of Seller's Work is relocated by an Owner in the future, the Owner relocating such sanitary sewer line will conduct such relocation in compliance with the terms and conditions set forth in the Orkin Agreement; and (ii) that if required by the Orkins, the Owner of the Shopping Center Parcel will be responsible for satisfying the obligation contained in paragraph 2 of the Orkin Agreement to extend a gas line along the right of way of Ronald Reagan Parkway.

12. Reimbursement of Costs for Detention Pond. The Owner of the Remainder Parcel (the "Reimbursing Owner") will reimburse to the Owner of the CHOA Parcel its prorata share of the costs of maintaining, inspecting, operating, repairing, and replacing the Detention Pond only. The Reimbursing Owner's share of such costs of maintaining, inspecting, operating, repairing, and replacing the Detention Pond shall be based upon the ratio between the number of acres in the Remainder Parcel and the total number of acres in the entire Phase II Property. The Reimbursing Owner will pay its share of such costs within thirty (30) days after receipt by such Reimbursing Owner of a statement for such costs accompanied by copies of invoices or other evidence reasonably establishing the amount of such costs and the calculation of such Reimbursing Owner's prorata share thereof. In the event the Remainder Parcel is subdivided after the date of this Declaration, then each Owner of the subdivided parcels shall be jointly and severally liable to the Owner of the CHOA Parcel for the reimbursement set forth in this Section 12.

13. Manner of Performing Work. Whenever any party shall enter upon the Parcel of another pursuant to an easement provided for in this Declaration for the purposes of doing any construction, maintenance, repairs or replacements permitted hereunder, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws,

codes, rules, permits and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption of any business operations conducted on the Parcel of the other party as reasonably practicable, without creating unreasonable increase in the cost of doing work, and the party performing such work shall promptly, at its sole cost and expense, clean the area and restore the affected portion of the land on which such party has entered to a condition equal to or better than the condition which existed prior to the commencement of such work. Whenever any party shall have the right to enter upon the land of another party under this agreement to perform construction, maintenance, repairs or replacements, the Owner of said land shall cooperate with said entering party in a reasonable manner to accomplish the work, including, but not limited to, the execution, delivery and filing of applications for permits and licenses. Any party performing such work permitted hereunder shall indemnify and hold the Owner of the Parcel on which such work is being performed harmless from and against any claims, liens (including, without limitation, those claimed by any laborer, mechanic, or materialman), actions, demands, damages, losses, injuries or expenses, including, without limitation, reasonable attorney's fees actually incurred, which may result from any such work. Any party performing any construction, maintenance, repairs or replacements permitted hereunder shall keep in full force and effect a commercial general liability insurance policy with coverage limits of not less than $3,000,000.00 per occurrence for bodily injury to or death of any person and consequential damages arising therefrom and for property damage and shall further keep in full force and effect workers compensation insurance in the minimum coverage amounts required by law. Such insurance shall be procured from a company licensed in the State of Georgia and rated by Best's Insurance Reports not less than A-/VIII.

14. Duration. Declarant hereby declares that, except as otherwise set forth in this Declaration, the easements, covenants and restrictions set forth in this Declaration shall be deemed to be covenants running with the title to the Parcels, which easements, covenants and restrictions shall remain in full force and effect and be binding upon the Owner of each Parcel and its successors-in-title, subject to the applicable expiration periods set forth in **Section 9** or elsewhere in this Declaration and provided that if at any time any part (or all) of any of the easements set forth in this Declaration shall be taken or dedicated for public use, thereupon the term of the easement granted herein shall terminate automatically as to such part (or all, as the case may be). In the event the covenants set forth herein which are not for a specific period of time shall expire or terminate by operation of law, then, to the extent permitted by law, such covenants shall be automatically renewed and extended for the maximum period permitted by applicable law.

15. Default and Remedies.

(a) Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Declaration: the failure of an Owner to pay when due any sum due under this Declaration (and no notice or cure period need be given for failure to pay any sum when due hereunder and the Default Rate shall apply to any such past-due amounts), or the failure of an Owner to observe or perform any of the other covenants, conditions or obligations of this Declaration within thirty (30) days after written notice to such Owner

specifying the nature of such failure, provided that if such covenant, condition or obligation (other than the payment of any sum due hereunder) shall be of such nature that it can be fulfilled or performed and if the applicable Owner in good faith commences to fulfill or perform same within said thirty (30) day period, but due to the nature of same it could not be reasonably fulfilled or performed within said thirty (30) day period exercising due diligence, an Event of Default shall not be deemed to have occurred if the applicable Owner is then diligently pursuing the fulfillment or performance thereof and shall thereafter continuously and diligently proceed therewith until completion.

(b) Remedies. If an Owner shall commit an Event of Default, the non-defaulting Owner shall have all remedies available at law or in equity (including, without limitation, the right to specific performance and injunctive relief) and, in addition, the non-defaulting Owner after fifteen (15) days prior written notice (except in the event of an emergency involving risk of bodily injury or property damage, in which event only such notice, if any, as shall be reasonable under the circumstances shall be required), shall have the right, but not the obligation, to perform such defaulted obligation on behalf of the defaulting Owner and be reimbursed by the defaulting Owner for the reasonable cost thereof, together with interest thereon from the date incurred at the Default Rate. Any such claim for reimbursement as aforesaid, and any claim for amounts payable hereunder (which shall also accrue interest as provided above), together with interest as aforesaid, shall constitute a lien against the defaulting Owner's Parcel and the improvements thereon; provided, however, that such lien shall not attach or take effect until such time as a claim of lien has been filed for recordation in the Public Records of Forsyth County, Georgia, specifying therein at a minimum (i) the name of the lien claimant, (ii) the basis for the claim and the amount thereof, (iii) the name of the Owner of, and a description of, the Parcel against which the lien is claimed, and (iv) a statement that the lien is claimed pursuant to this Declaration and reciting the book and page of recordation of this Declaration. Any lien so claimed shall attach from the date of recordation solely in the amount claimed therein and may be enforced in any judicial proceedings allowed by law, including, without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Georgia.

(c) Enforcement; Conveyance by Avenue Forsyth of Portion(s) of Shopping Center Parcel. The restrictions and prohibitions set forth in **Section 9** of this Declaration are made solely for the benefit of the Owner of the Shopping Center Parcel and are intended to constitute covenants running with the CHOA Parcel and the Remainder Parcel, and each part thereof, in all respects binding upon the Owner of the CHOA Parcel and the Owner of the Remainder Parcel and all assigns and successors in interest and/or title of such Owners with respect to their respective Parcels and each part thereof. The Owner of the Shopping Center Parcel (but not any long-term ground lessee leasing only a portion of but not the entire Shopping Center Parcel) shall have the right to enforce such restrictions and prohibitions by actions or proceedings at law and/or in equity against any person or entity violating, or attempting to violate, such restrictions and prohibitions, the permissible actions or proceedings to include, but not be limited to, actions for mandatory injunctive relief, prohibitory injunctive relief and/or damages. In connection with any action or proceeding brought by the Owner of the Shopping Center Parcel to enforce any of such restrictions or prohibitions, such Owner, if prevailing, shall

be entitled to recover all costs incurred in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceeding. The Owner of the Shopping Center Parcel shall have the right to grant waivers or variances with respect to the aforesaid covenants and restrictions on a case by case basis, but no such waiver or variance shall be effective unless same shall be in writing and signed by the Owner of the Shopping Center Parcel. Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of any right to enforce any other covenant hereof. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

In the event that Avenue Forsyth (or its successor-in-title) conveys a portion (but not all) of the Shopping Center Parcel such that the title to the land described herein as the Shopping Center Parcel is held by more than one Owner, then unless prior to (or simultaneous with) such conveyance an amendment to this Declaration is recorded which states information to the contrary, the rights granted in this **Section 15(c)** shall be for the benefit of the Owner of the largest parcel of land comprising a portion of the Shopping Center Parcel.

(d) No Waiver; Remedies Cumulative. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of Declarant or any Owner to enforce any of the conditions, covenants, restrictions or reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restrictions or reservations and neither Declarant nor any Owner shall be liable for such failure.

16. Extent of Liability. Notwithstanding any other provision to the contrary contained in this Declaration, the parties hereto expressly agree that no Owner of a Parcel shall have any personal liability whatsoever with respect to this Declaration, and that any claim against a party arising under this Declaration shall be confined to and set aside only out of, and only to the extent of, such party's interest in its Parcel as that interest is constituted from time to time. Nothing contained in this **Section 16** shall limit or affect any right that any party might otherwise have to seek or obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Parcel as such interest may be constituted from time to time.

17. Constructive Notice and Acceptance. Every person or entity which now has or hereafter acquires any right, title, estate or interest in or to a Parcel is and shall conclusively be deemed to have consented and agreed to and be bound by the covenants and agreements contained herein applicable to such Parcel, as the case may be, whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires its interest.

18. Estoppel Certificate. Upon request of an Owner of any real property encumbered by or benefited by this Declaration in connection with the sale, long-term ground lease, financing or refinancing of such real property, the party or parties having an ownership interest in the other property encumbered or benefited by this Declaration will execute and deliver a certificate in

favor of the requesting Owner and the applicable purchaser, ground lessee or lender certifying to the best of its knowledge, whether any default exists under this Declaration or whether any events have occurred or circumstances exist which, upon the giving of notice or the passage of time, or both, would constitute a default under this Declaration.

19. Notices. All notices provided for or permitted herein shall be in writing and shall be deemed to have been properly given or served (i) when delivered personally, or (ii) one (1) day after the deposit thereof with a reputable overnight courier, or (iii) three (3) days after the deposit thereof with the United States mail, certified mail, return receipt requested. In all events the delivery, courier or postage charges shall be prepaid and shall be addressed as hereinafter provided. For the purposes of notices hereunder, the initial address for notices to the Owners of the Shopping Center Parcel and the Remainder Parcel shall be as follows:

Cousins Properties Incorporated
191 Peachtree Street, N.E.
Suite 3600
Atlanta, Georgia 30308
Attention: Corporate Secretary

and the initial address for notices to the Owner of the CHOA Parcel shall be as follows:

Children's Healthcare of Atlanta, Inc.
1600 Tullie Circle, N.E.
Atlanta, Georgia 30329
Attention: General Counsel

20. Successors and Assigns. This Declaration shall be binding upon and shall inure to the benefit of the Owners of the Shopping Center Parcel, the Remainder Parcel and the CHOA Parcel and their respective successors, successors-in-title, legal representatives and assigns.

21. Amendments. This Declaration may be modified or amended only by the recordation with the Clerk of the Superior Court, Forsyth County, Georgia of a written instrument setting forth such modification or amendment and executed by the Owner or Owners of fee simple title to the Parcels.

22. Exhibits. Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", Exhibit "F", and Exhibit "G" are hereby incorporated into this Declaration and made a part hereof by reference thereto.

23. General Provisions. This Declaration shall be governed in accordance with the laws of the State of Georgia. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Parcel to the general public. The section headings in this Declaration are for convenience only and shall in no way define or limit the scope or contents of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part thereof.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Declaration valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, such holding shall not affect the validity of the remainder of this Declaration or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable. With regard to indemnification for any matters or issues covered by the Agreement Regarding Streams Permits and Temporary Access Easement dated as of June 24, 2008 between CP-Forsyth and CHOA (the "Streams Agreement"), to the extent indemnification for such matters or issues may be also provided for in this Declaration, the Purchase Agreement, the Work Agreement or any other agreement executed and delivered in connection with the conveyance of the CHOA Parcel to CHOA (collectively, the "Other Agreements"), the Streams Agreement shall apply and control in all circumstances. With regard to any matters or issues covered by the Streams Agreement (except for indemnification), to the extent such matters or issues may be also covered in the Other Agreements, the Streams Agreement shall apply and control with respect to any conflict between the Streams Agreement and such Other Agreements.

[Signatures on following page]

IN WITNESS WHEREOF, Declarant has set its hand and seal as of the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expiration
Date:

CP-FORSYTH INVESTMENTS, LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated,
a Georgia corporation, its sole member

By:
Name: William Bassett
Title: Senior Vice President

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expiration
Date:

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated,
a Georgia corporation, its
Development Manager

By:
Name: William Bassett
Title: Senior Vice President

[(CORPORATE SEAL)]

EXHIBIT "A"

LEGAL DESCRIPTION OF SHOPPING CENTER PARCEL

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and running thence the following courses and distances:

1) Running thence, with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

   a) South 13 degrees 21 minutes 19 seconds West, 122.30 feet to a point;
   b) South 17 degrees 45 minutes 27 seconds West, 362.84 feet to a point;

2) thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

   a) North 65 degrees 02 minutes 30 seconds West, 73.98 feet to a point;
   b) South 88 degrees 13 minutes 23 seconds West, 224.42 feet to a point;
   c) South 01 degrees 46 minutes 37 seconds East, 213.00 feet to a point;
   d) South 88 degrees 13 minutes 23 seconds West, 124.00 feet to a point;
   e) South 01 degrees 46 minutes 37 seconds East, 151.50 feet to a point;
   f) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
   g) North 88 degrees 13 minutes 23 seconds East, 210.25 feet to a point;
   h) North 46 degrees 29 minutes 56 seconds East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141;

3) thence, running with the aforesaid Right-of-Way of Georgia State Route 141, 221.90 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 02 degrees 02 minutes 06 seconds West, 221.67 feet to a point;

4) thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

   a) North 46 degrees 27 minutes 19 seconds West, 98.28 feet to a point;
   b) South 88 degrees 13 minutes 23 seconds West, 211.96 feet to a point;
   c) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
   d) South 01 degrees 46 minutes 37 seconds East, 470.00 feet to a point;

e) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
f) North 88 degrees 13 minutes 23 seconds East, 278.39 feet to a point;
g) 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61 degrees 02 minutes 30 seconds East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141;

5) thence, running with the aforesaid Right-of-Way of Georgia State Route 141, South 07 degrees 55 minutes 10 seconds East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

a) 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78 degrees 36 minutes 11 seconds West, 22.18 feet to a point;
b) South 88 degrees 13 minutes 23 seconds West, 235.33 feet to a point;
c) 76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43 degrees 42 minutes 36 seconds West, 19.63 feet to a point;
d) South 00 degrees 48 minutes 09 seconds East, 7.74 feet to a point;
e) South 88 degrees 13 minutes 23 seconds West, 271.85 feet to a point;
f) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
g) South 01 degrees 46 minutes 37 seconds East, 106.91 feet to a point;
h) South 46 degrees 42 minutes 02 seconds East, 86.28 feet to a point;
i) North 88 degrees 13 minutes 23 seconds East, 181.74 feet to a point;
j) South 84 degrees 54 minutes 09 seconds East, 100.26 feet to a point on the northerly Right-of-Way of the Forsyth Connector a.k.a. Ronald Reagan Parkway (having a variable Right-of-Way);

6) thence, running with the aforesaid Right-of-Way of Ronald Reagan Parkway South 88 degrees 13 minutes 23 seconds West, 478.32 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway and running the following courses and distances:

a) North 43 degrees 13 minutes 40 seconds East, 86.42 feet to a point;
b) North 01 degrees 46 minutes 37 seconds West, 118.90 feet to a point;
c) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46 degrees 46 minutes 37 seconds West, 58.69 feet to a point;
d) South 88 degrees 13 minutes 23 seconds West, 502.00 feet to a point;
e) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
f) South 01 degrees 46 minutes 37 seconds East, 107.44 feet to a point;
g) South 47 degrees 14 minutes 35 seconds East, 86.35 feet to a point;
h) North 88 degrees 13 minutes 23 seconds East, 181.81 feet to a point;
i) South 84 degrees 52 minutes 29 seconds East, 99.85 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway;

7) thence, running with the said Right-of-Way of Ronald Reagan Parkway, South 88 degrees 13 minutes 23 seconds West, 1046.19 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway and running the following courses and distances:

   a) 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86 degrees 12 minutes 59 seconds West, 73.54 feet to a point;
   b) North 43 degrees 13 minutes 42 seconds East, 34.77 feet to a point;
   c) North 88 degrees 13 minutes 25 seconds East, 20.00 feet to a point;
   d) North 01 degrees 45 minutes 53 seconds West, 25.00 feet to a point;
   e) North 88 degrees 10 minutes 02 seconds East, 1.25 feet to a point;
   f) North 01 degrees 46 minutes 37 seconds West, 215.60 feet to a point;,
   g) North 88 degrees 13 minutes 23 seconds East, 420.71 feet to a point;
   h) North 02 degrees 18 minutes 41 seconds West, 1134.60 feet to a point;
   i) North 81 degrees 01 minutes 22 seconds West, 122.31 feet to a point;
   j) South 67 degrees 55 minutes 30 seconds West, 66.08 feet to a point;
   k) South 53 degrees 56 minutes 35 seconds West, 26.56 feet to a point;
   l) North 80 degrees 32 minutes 07 seconds West, 45.35 feet to a point;
   m) South 69 degrees 05 minutes 40 seconds West, 28.47 feet to a point;
   n) North 41 degrees 57 minutes 40 seconds West, 49.83 feet to a point;
   o) South 70 degrees 47 minutes 46 seconds West, 60.76 feet to a point;
   p) North 85 degrees 14 minutes 26 seconds West, 84.43 feet to a point;
   q) South 68 degrees 38 minutes 52 seconds West, 37.47 feet to a point;
   r) South 82 degrees 53 minutes 10 seconds West, 16.25 feet to a point;
   s) North 19 degrees 02 minutes 14 seconds West, 2.16 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400;

8) thence, running with the aforesaid Right-of-Way of Georgia State Highway 400 the following courses and distances:

   a) North 85 degrees 08 minutes 38 seconds West, 80.71 feet to a point;
   b) North 62 degrees 03 minutes 32 seconds East, 210.22 feet to a point;
   c) North 73 degrees 20 minutes 13 seconds East, 615.65 feet to a point;
   d) North 76 degrees 43 minutes 36 seconds East, 1054.76 feet to a point;
   e) South 84 degrees 11 minutes 20 seconds East, 484.66 feet to a point;
   f) South 33 degrees 25 minutes 42 seconds East, 89.60 feet to the point of beginning containing 2,429,404 square feet or 55.7715 acres of land, more or less.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13 degrees 21 minutes 19 seconds West, 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve

deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04 degrees 55 minutes 09 seconds West, 619.65 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East, 553.61 feet; thence, South 08 degrees 14 minutes 17 seconds East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41 degrees 16 minutes 04 seconds West, 43.44 feet; thence, South 88 degrees 13 minutes 23 seconds West, 99.55 feet; thence, South 81 degrees 23 minutes 16 seconds West, 67.22 feet; thence, South 88 degrees 13 minutes 23 seconds West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84 degrees 52 minutes 29 seconds West, 99.85 feet; thence, South 88 degrees 13 minutes 23 seconds West, 181.81 feet; thence, South 88 degrees 13 minutes 23 seconds West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway:

1. South 88 degrees 13 minutes 23 seconds West, a distance of 472.13 feet;
2. thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running the following courses and distances:

    a) North 47 degrees 32 minutes 54 seconds West, 86.36 feet to a point;
    b) North 01 degrees 46 minutes 37 seconds West, 107.76 feet to a point;
    c) 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43 degrees 13 minutes 23 seconds East, 58.69 feet to a point;
    d) North 88 degrees 13 minutes 23 seconds East, 500.02 feet to a point;
    e) 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
    f) South 01 degrees 46 minutes 37 seconds East, 119.17 feet to a point;
    g) South 43 degrees 19 minutes 30 seconds West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the point of beginning, containing 118,343 square feet or 2.7168 acres of land, more or less

Said Shopping Center tract contains 2,311,061 square feet or 53.0547 acres of land, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF REMAINDER PARCEL

All that tract or parcel of land lying and being in Land Lots 486 and 523, 2nd District, 1st Section of Forsyth County, Georgia designated Tract One on that certain Minor Plat for The Avenue Forsyth (Phase II) prepared by TerraMark Land Surveying, Inc., bearing the seal and certification of Paul B. Cannon, GRLS No. 2928, dated May 30, 2008, last revised June 12, 2008, recorded in Plat Book 122, pages 10-14, Forsyth County, Georgia Records, and being more particularly described as follows:

Commencing at a 1/2 inch rebar found at the Land Lot Corner common to Land Lots 485, 486, 523 and 524, said district, said section of Forsyth County, Georgia; thence leaving the aforesaid Land Lot Corner and continuing with the Land Lot Line common to Land Lots 485 and 486 North 02° 58' 57" East, 85.25 feet to a point found on the southerly right-of-way of Georgia State Highway 400 (having a variable right-of-way) thence, leaving the aforesaid Land Lot Line and continuing with the aforesaid right-of-way North 41° 25' 04" East, 116.24 feet to a point; thence, North 49° 38' 22" East, 533.35 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the aforesaid right-of-way of Georgia State Highway 400

1. North 49° 38' 22" East, 133.92 feet to a point; thence,
2. North 62° 03' 32" East, 172.62 feet to a point; thence, leaving the aforesaid right-of-way and continue with the line common to Phase One Avenue Forsyth Shopping Center as shown in PB 117 Page 217, recorded among the Land Records of Forsyth County Georgia
3. South 85° 08' 38" East, 80.71 feet to a point; thence,
4. South 19° 02' 14" East, 2.16 feet to a point; thence,
5. North 82° 53' 10" East, 16.25 feet to a point; thence,
6. North 68° 38' 52" East, 37.47 feet to a point; thence,
7. South 85° 14' 26" East, 84.43 feet to a point; thence,
8. North 70° 47' 46" East, 60.76 feet to a point; thence,
9. South 41° 57' 40" East, 49.83 feet to a point; thence,
10. North 69° 05' 40" East, 28.47 feet to a point; thence,
11. South 60° 32' 07" East, 45.35 feet to a point; thence,
12. North 53° 56' 35" East, 26.56 feet to a point; thence,
13. North 67° 55' 30" East, 66.08 feet to a point; thence,
14. South 81° 01' 22" East, 127.25 feet to a point; thence,
15. South 01° 46' 37" East, 1133.63 feet to a point; thence,
16. South 88° 13' 23" West, 414.98 feet to a point; thence, leaving the line common to the Phase One Avenue Forsyth
17. North 28° 13' 23" East, 19.68 feet to a point; thence,
18. North 01° 46' 37" West, 257.20 feet to an iron pin set; thence,
19. North 46° 46' 37" West, 53.50 feet to an iron pin set; thence,
20. North 01° 43' 37" West, 758.88 feet to a point in the centerline of an unnamed creek; thence, continuing along the centerline of the unnamed creek
21. North 85° 50' 59" West, 3.80 feet to a point; thence,
22. South 69° 56' 27" West, 29.58 feet to a point; thence,
23. South 82° 53' 10" West, 27.38 feet to a point; thence,
24. South 66° 16' 14" West, 36.06 feet to a point; thence,
25. North 89° 08' 18" West, 22.33 feet to a point; thence,
26. North 19° 02' 19" West, 21.54 feet to a point; thence,
27. North 85° 08' 38" West, 47.22 feet to a point; thence,
28. South 10° 15' 02" West, 8.46 feet to a point; thence,
29. South 67° 01' 31" East, 25.04 feet to a point; thence,
30. South 51° 31' 43" West, 24.98 feet to a point; thence,

31. North 86° 42' 38" West, 5.01 feet to a point; thence,
32. North 67° 29' 18" West, 27.79 feet to a point; thence,
33. North 82° 13' 29" West, 36.30 feet to a point; thence,
34. North 00° 17' 46" West, 10.98 feet to a point; thence,
35. South 62° 43' 37" West, 13.81 feet to a point; thence,
36. South 48° 44' 16" West, 16.79 feet to a point; thence,
37. South 53° 18' 05" West, 23.90 feet to a point; thence,
38. South 73° 22' 09" West, 19.13 feet to a point; thence,
39. South 75° 57' 48" West, 8.34 feet to a point; thence,
40. South 42° 47' 33" West, 37.15 feet to a point; thence,
41. South 46° 47' 24" West, 5.39 feet to a point; thence,
42. South 79° 31' 32" West, 14.41 feet to a point; thence,
43. North 83° 25' 04" West, 9.35 feet to a point; thence,
44. South 28° 18' 03" West, 7.03 feet to a point; thence,
45. South 37° 12' 10" West, 20.47 feet to a point; thence,
46. North 78° 41' 24" West, 7.89 feet to a point; thence,
47. North 73° 31' 23" West, 17.63 feet to a point; thence,
48. North 86° 32' 42" West, 4.79 feet to a point on the aforesaid right-of-way of Georgia State Highway 400 and the point of beginning, containing 517,540 square feet or 11.8811 acres of land, more or less.

EXHIBIT "C"

LEGAL DESCRIPTION OF CHOA PARCEL

All that tract or parcel of land lying and being in Land Lots 486 and 523, 2nd District, 1st Section of Forsyth County, Georgia designated Tract Two on that certain Minor Plat for The Avenue Forsyth (Phase II) prepared by TerraMark Land Surveying, Inc., bearing the seal and certification of Paul B. Cannon, GRLS No. 2928, dated May 30, 2008, last revised June 12, 2008, recorded in Plat Book 122, pages 10-14, Forsyth County, Georgia Records, and being more particularly described as follows:

Beginning at a 1/2 inch rebar found at the Land Lot Corner common to Land Lots 485, 486, 523 and 524, said district, said section of Forsyth County, Georgia; thence leaving the aforesaid Land Lot Corner and continuing with the Land Lot Line common to Land Lots 485 and 486 North 02° 58' 57" East, 85.25 feet to a point found on the southerly right-of-way of Georgia State Highway 400 (having a variable right-of-way) thence, leaving the aforesaid Land Lot Line and continuing with the aforesaid right-of-way North 41° 25' 04" East, 116.24 feet to a point; thence, North 49° 38' 22" East, 533.35 feet to a point in the centerline of an unnamed creek; thence, leaving the aforesaid right-of-way of Georgia State Highway 400 and continuing with the centerline of the unnamed creek the following courses and distances:

1. South 86° 32' 42" East, 4.79 feet to a point; thence,
2. South 73° 31' 23" East, 17.63 feet to a point; thence,
3. South 78° 41' 24" East, 7.89 feet to a point; thence,
4. North 37° 12' 10" East, 20.47 feet to a point; thence,
5. North 28° 18' 03" East, 7.03 feet to a point; thence,
6. South 83° 25' 04" East, 9.35 feet to a point; thence,
7. North 79° 31' 32" East, 14.41 feet to a point; thence,
8. North 46° 47' 24" East, 5.39 feet to a point; thence,
9. North 42° 47' 33" East, 37.15 feet to a point; thence,
10. North 75° 57' 48" East, 8.34 feet to a point; thence,
11. North 73° 22' 09" East, 19.13 feet to a point; thence,
12. North 53° 18' 05" East, 23.90 feet to a point; thence,
13. North 48° 44' 16" East, 16.79 feet to a point; thence,
14. North 62° 43' 37" East, 13.81 feet to a point; thence,
15. South 00° 17' 46" East, 10.98 feet to a point; thence,
16. South 82° 13' 29" East, 36.30 feet to a point; thence,
17. South 67° 29' 18" East, 27.79 feet to a point; thence,
18. South 86° 42' 38" East, 5.01 feet to a point; thence,
19. North 51° 31' 43" East, 24.98 feet to a point; thence,
20. North 67° 01' 31" West, 25.04 feet to a point; thence,
21. North 10° 15' 02" East, 8.46 feet to a point; thence,
22. South 85° 08' 38" East, 47.22 feet to a point; thence,
23. South 19° 02' 19" East, 21.54 feet to a point; thence,
24. South 88° 08' 18" East, 22.33 feet to a point; thence,
25. North 66° 16' 14" East, 36.06 feet to a point; thence,
26. North 82° 53' 10" East, 27.38 feet to a point; thence,
27. North 69° 56' 27" East, 29.56 feet to a point; thence,
28. South 85° 50' 59" East, 3.80 feet to a point; thence, leaving the centerline of the unnamed creek
29. South 01° 43' 37" East, 758.88 feet to an iron pin set; thence,
30. South 46° 46' 37" East, 53.50 feet to an iron pin set; thence,
31. South 01° 46' 37" East, 257.20 feet to an iron pin set; thence,
32. South 28° 13' 23" West, 19.66 feet to an iron pin set on the line common to Phase One Avenue Forsyth Shopping Center as shown in PB 117 Page 217, recorded among the Land Records of Forsyth County, Georgia; thence, continuing with the said Phase One Avenue Forsyth Shopping Center Line

33. South 01° 46' 37" East, 215.60 feet to an iron pin set; thence,
34. South 88° 10' 02" West, 1.25 feet to an iron pin set; thence,
35. South 01° 45' 53" East, 25.00 feet to an iron pin set; thence,
36. South 88° 13' 25" West, 20.00 feet to an iron pin set; thence,
37. South 43° 13' 42" West, 34.77 feet to an iron pin set on the northerly right-of-way of Forsyth Connector a.k.a Ronald Reagan Parkway (having a variable right-of-way); thence, leaving the aforesaid Phase One Avenue Forsyth Shopping Center Line and continuing with the said right-of-way of Forsyth Connector
38. 1110.90 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 53° 54' 00" West, 1059.81 feet to an iron pin set at the point of intersection with the Land Lot Line common to Land Lots 523 and 524; thence, leaving the aforesaid right-of-way and continue with the said Land Lot Line common to Land Lots 523 and 524
39. North 02° 21' 36" West, 1346.69 feet to a 1/2 inch rebar found and the point of beginning, containing 1,229,661 square feet or 28.2291 acres of land, more or less.

EXHIBIT "D"

LEGAL DESCRIPTION OF DRAINAGE AREA

[attached hereto]

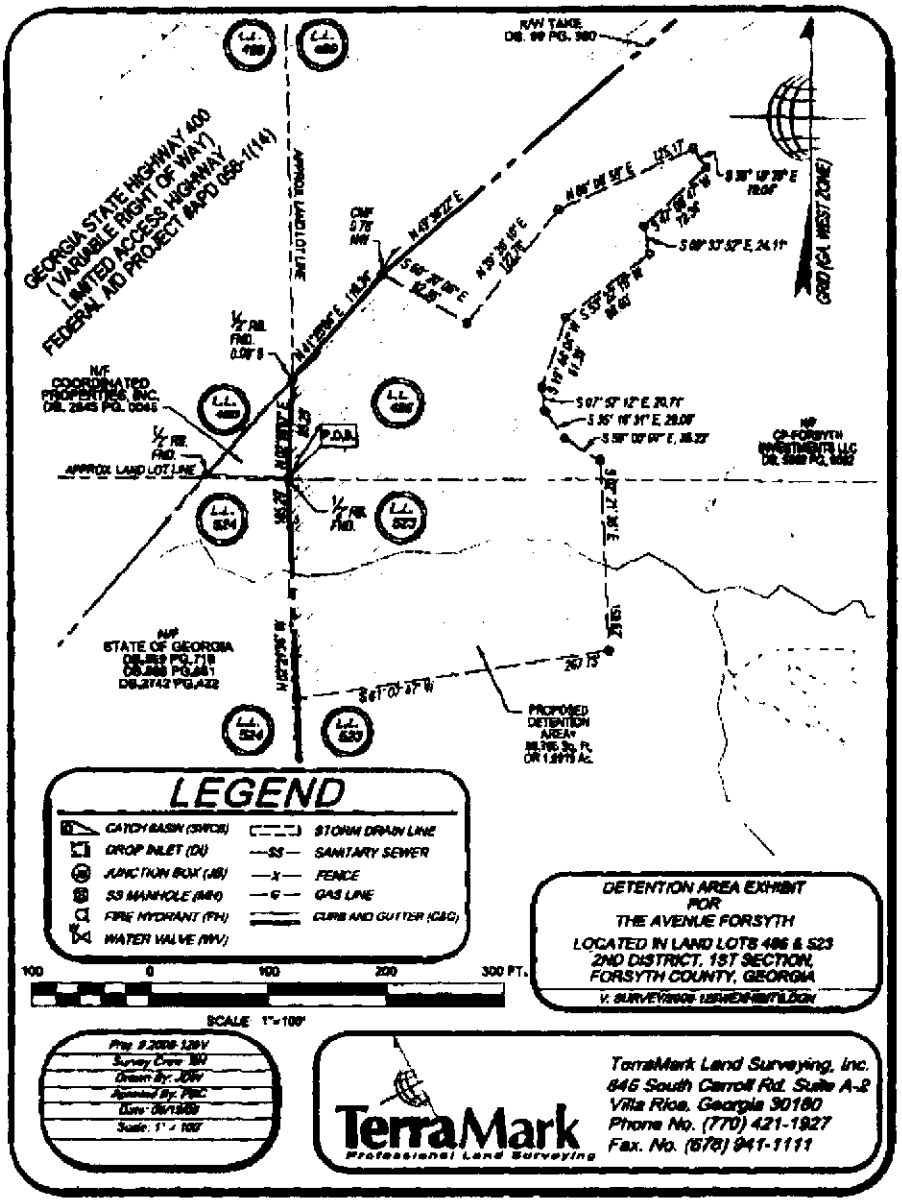


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EXHIBIT "E"

SURVEY (JOINT DRIVEWAY AREA)

[attached hereto]

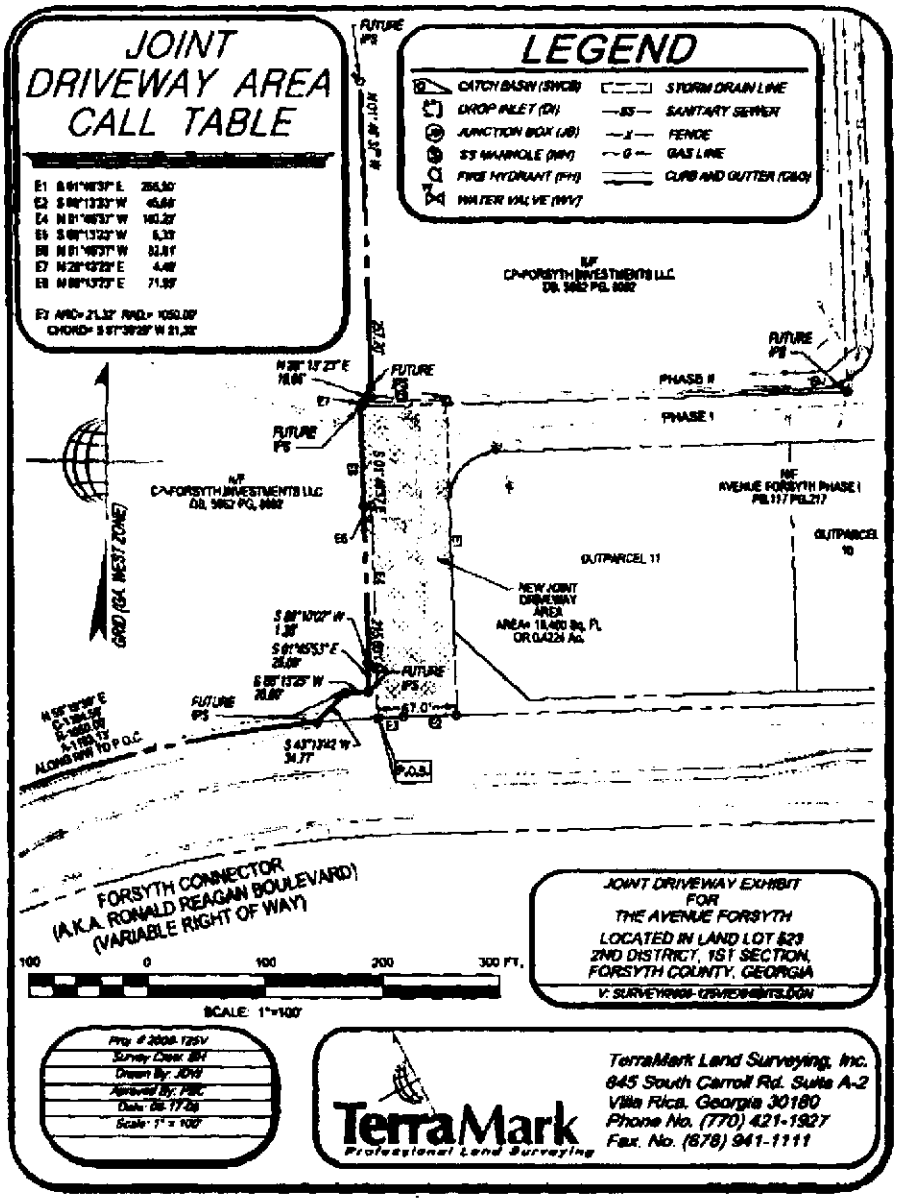

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EXHIBIT "F"

COVENANTS AND RESTRICTIONS

1. Dumpsters shall be placed in locations with screening by berms, landscaping, or walls with a gate.

2. There shall be no permanent outside storage sheds; provided, however, the foregoing restriction shall not apply to any temporary storage facilities used on a temporary basis for construction purposes.

3. Future Improvements constructed on the CHOA Parcel or the Remainder Parcel shall, at the time of construction, be primarily constructed of materials of the same or better quality as the then-existing buildings on the Shopping Center Parcel; provided, however, the foregoing restriction shall not require the use of the same color or quantity of the materials used on the Shopping Center Parcel.

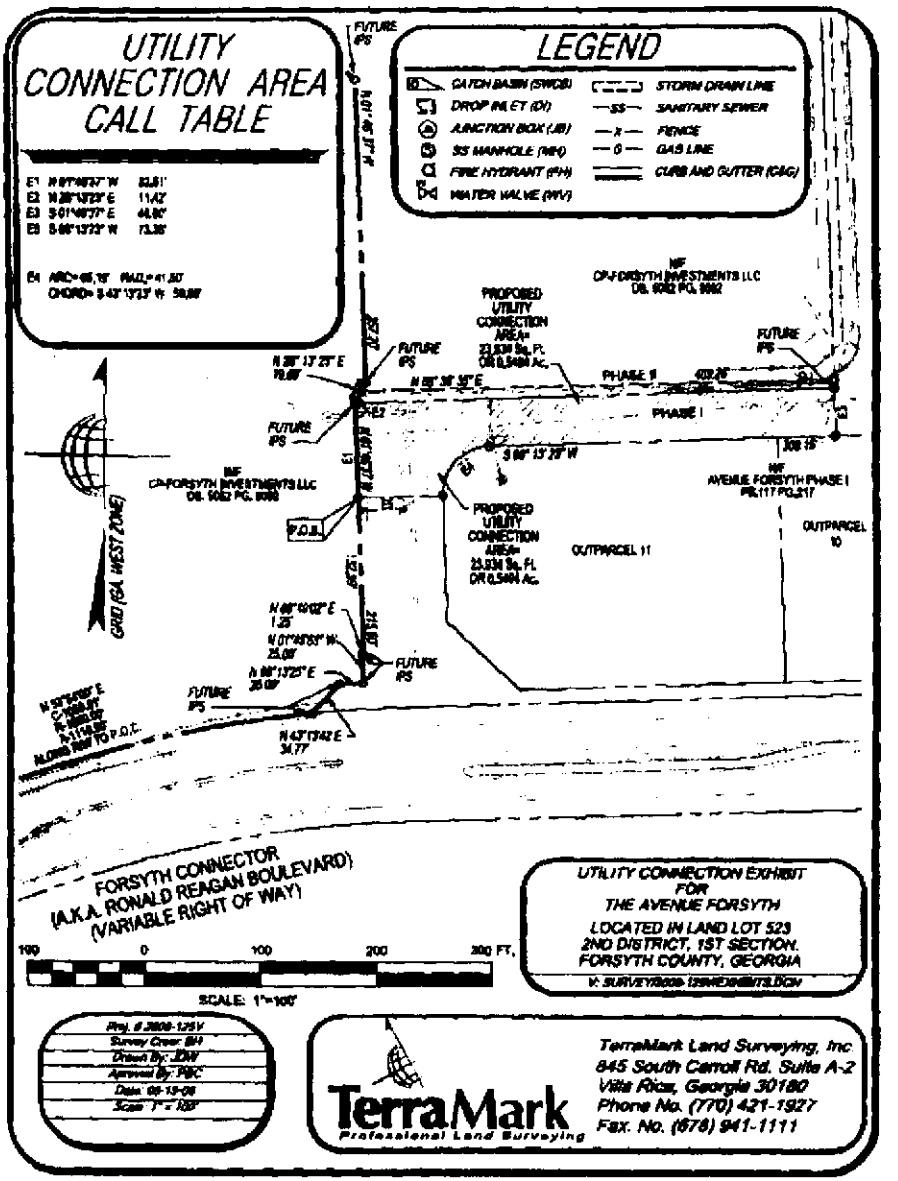
4. The CHOA Parcel and the Remainder Parcel shall be landscaped in accordance with plans and specifications submitted to and approved by Forsyth County. All disturbed or graded areas of the CHOA Parcel and the Remainder Parcel shall be grassed or covered with plants or landscaping materials. Landscaping shall be completed within sixty (60) days of occupancy or completion of any Future Improvements constructed on the CHOA Parcel and the Remainder Parcel. All landscaping on the CHOA Parcel and the Remainder Parcel must be maintained by the Owner of the CHOA Parcel and the Owner of the Remainder Parcel, respectively.

The foregoing covenants and restrictions shall not be deemed to give any Owner approval rights over, or input into, the Future Improvements to be constructed on any Parcel not owned by such Owner.

EXHIBIT "G"

SURVEY (UTILITY CONNECTION AREA)

[attached hereto]



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Recorded: 11/28/2012 at 11:23:09 AM
Fee Amt: $50.00 Page 1 of 8
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK6490 PG277-284

After recording return to:

RETURN TO:
Isabel M. Garcia, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084

Cross Reference to:

Deed Book 4835, Page 489,
Deed Book 4890, Page 748,
Deed Book 4955, Page 708,
Deed Book 5167, Page 1,
Deed Book 5540, Page 732,
Deed Book 5541, Page 1,
Deed Book 5619, Page 249,
Deed Book 5641, Page 275,
Deed Book 5644, Page 715,
Deed Book 5648, Page 525,
Deed Book 5648, Page 692,
Deed Book 5698, Page 718,
Deed Book 6235, Page 14,
Forsyth County Records

ASSIGNMENT AND ASSUMPTION OF RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS (this "**Assignment**") is made as of this 27th day of November, 2012 (the "**Effective Date**"), by AVENUE FORSYTH LLC, a Georgia limited liability company ("**AF LLC**"), CP FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("**CP LLC**"), and COUSINS REAL ESTATE CORPORATION, a Georgia corporation ("**CREC**"), in favor of FORSYTH OWNER 1, L.P., a Delaware limited partnership ("**Assignee**").

WITNESSETH:

WHEREAS, AF LLC is the declarant under that certain Declaration Regarding Outparcels, dated as of July 24, 2007, and recorded on July 27, 2007, at Deed Book 4835, Page 489, Forsyth County, Georgia Records, as amended by that certain First Amendment to Declaration Regarding Outparcels, dated as of September 30, 2009, and recorded on October 6, 2009, at Deed Book 5540, Page 732, aforesaid records (collectively, the "**Outparcels Declaration**");

WHEREAS, AF LLC and CP LLC, collectively, are the declarant under that certain Declaration of Easements, Rights, Covenants and Restrictions, dated as of June 24, 2008, and recorded on June 26, 2008, at Deed Book 5167, Page 1, Forsyth County, Georgia Records, as amended by that certain First Amendment to Declaration of Easements, Rights, Covenants and Restrictions, dated as of March 1, 2010, and recorded on March 6, 2010, at Deed Book 5641, Page 275, aforesaid records, as re-recorded on June 4, 2010, at Deed Book 5698, Page 718, aforesaid records (collectively, the "**CHOA Declaration**");

WHEREAS, CP LLC is the declarant under (i) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel Four, the Avenue Forsyth), dated as of January 28, 2010, and recorded on January 29, 2010, at Deed Book 5619, Page 249, Forsyth County, Georgia Records (the "**OP 4 Declaration**"), (ii) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel Two, the Avenue Forsyth), dated as of March 9, 2010, and recorded on March 12, 2010, at Deed Book 5644, Page 715, Forsyth County, Georgia Records (the "**OP 2 Declaration**"); (iii) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel 7, the Avenue Forsyth), dated as of March 17, 2010, and recorded on March 19, 2010, at Deed Book 5648, Page 525, Forsyth County, Georgia Records (the "**OP 7 Declaration**"), (iv) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel 6, the Avenue Forsyth), dated as of March 17, 2010, and recorded on March 19, 2010, at Deed Book 5648, Page 692, Forsyth County, Georgia Records (the "**OP 6 Declaration**"), and (v) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel Three, the Avenue Forsyth), dated as of March 20, 2012, and recorded on March 26, 2012, at Deed Book 6235, Page 14, Forsyth County, Georgia Records (the "**OP 3 Declaration**");

WHEREAS, CREC is the declarant under (i) that certain Declaration of Covenants, Conditions and Restrictions, dated as of August 31, 2007, and recorded on September 11, 2007, at Deed Book 4890, Page 748, Forsyth County, Georgia Records (the "**OP 1 Declaration**"), (ii) that certain Declaration of Covenants, Conditions and Restrictions, dated as of November 14, 2007, and recorded on November 16, 2007, at Deed Book 4955, Page 708, Forsyth County, Georgia Records (the "**OP 8 Declaration**"), and (iii) that certain Declaration of Covenants, Conditions and Restrictions (Outparcel 10, the Avenue Forsyth), dated as of September 30, 2009, and recorded on October 6, 2009, at Deed Book 5541, Page 1, Forsyth County, Georgia Records (the "**OP 10 Declaration**");

WHEREAS, on or before the date of the execution of this Assignment, AF LLC and CP LLC have entered into that certain Reciprocal Signage and Easement Agreement and Declaration of Covenants and Restrictions (the "**Remainder Parcel Easement Agreement**");

WHEREAS, the Outparcels Declaration, the CHOA Declaration, the OP 2 Declaration, the OP 4 Declaration, the OP 7 Declaration, the OP 6 Declaration, the OP 3 Declaration, the OP 1 Declaration, the OP 8 Declaration, the OP 10 Declaration, and the Remainder Parcel Easement Agreement each encumber and/or benefit that certain tract or parcel of real property described on **Exhibit A** attached hereto and incorporated herein (the "**Property**");

WHEREAS, AF LLC, CP LLC, and CREC are affiliated entities;

WHEREAS, contemporaneously with the execution of this Assignment, AF LLC has granted and conveyed the Property to Assignee;

WHEREAS, AF LLC hereby intends to assign to Assignee, and Assignee intends to assume from AF LLC, all right, title, interest, reservations, powers, and privileges of AF LLC under the Outparcels Declaration, the CHOA Declaration, and the Remainder Parcel Easement Agreement;

WHEREAS, AF LLC hereby intends to assign to Assignee all right, title, interest, reservations, powers, and privileges of AF LLC under the OP 1 Declaration, the OP 2 Declaration, the OP 3 Declaration, the OP 4 Declaration, the OP 6 Declaration, the OP 7 Declaration, the OP 8 Declaration, and the OP 10 Declaration;

WHEREAS, CP LLC hereby intends to assign to Assignee all right, title, interest, reservations, powers, and privileges of CP LLC under the OP 2 Declaration, the OP 4 Declaration, the OP 7 Declaration, the OP 6 Declaration, and the OP 3 Declaration; and

WHEREAS, CREC hereby intends to assign to Assignee all right, title, interest, reservations, powers, and privileges of CREC under the OP 1 Declaration, the OP 8 Declaration, and the OP 10 Declaration.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Assignment and Assumption of AF LLC's Rights Under the Outparcels Declaration, the CHOA Declaration, and the Remainder Parcel Easement Agreement. AF LLC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations, powers, and privileges of AF LLC under the Outparcels Declaration, the CHOA Declaration (including any rights of AF LLC as the declarant under the CHOA Declaration), and the Remainder Parcel Easement Agreement, effective as of the Effective Date, and Assignee hereby assumes and agrees to observe and perform and be bound by all of the obligations and duties of AF LLC under the Outparcels Declaration, the CHOA Declaration, and the Remainder Parcel Easement Agreement, to the extent arising from and after the Effective Date.

2. Assignment of AF LLC's Rights Under the Remaining Declarations. AF LLC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations, powers, and privileges of AF LLC under each of the OP 1 Declaration, the OP 2 Declaration, the OP 3 Declaration, the OP 4 Declaration, the OP 6 Declaration, the OP 7 Declaration, the OP 8 Declaration, and the OP 10 Declaration.

3. Assignment of CP LLC's Rights. CP LLC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations,

powers, and privileges of CP LLC under each of the OP 2 Declaration, the OP 3 Declaration, the OP 4 Declaration, the OP 6 Declaration, and the OP 7 Declaration, effective as of the Effective Date.

4. Assignment and of CREC's Rights. CREC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations, powers, and privileges of CREC under each of the OP 1 Declaration, the OP 8 Declaration, and the OP 10 Declaration, effective as of the Effective Date.

5. Retention of CP LLC's Rights Under the CHOA Declaration. To the extent there are any conflicts between the Remainder Parcel Easement Agreement, the CHOA Declaration, and this Assignment, the parties hereto acknowledge and agree that the Remainder Parcel Easement Agreement will control. For the avoidance of doubt, any and all rights expressly benefiting the owner of the Remainder Parcel under the CHOA Declaration shall not be assigned to Assignee but will remain vested with the owner of the Remainder Parcel, including, without limitation, the right to be a Requesting Owner under Section 8 of the CHOA Declaration.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon each of AF LLC, CP LLC, CREC, and Assignee, and each of their respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original and all of such counterparts together will constitute one and the same Assignment.

8. Governing Law. This Assignment will be governed by, and construed under, the laws of the State of Georgia.

[*Signatures begin on following page*]

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as of the date set forth above.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

AVENUE FORSYTH LLC, a Georgia limited liability company
By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: Craig B. Jones
Its: Executive Vice President

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

CP-FORSYTH INVESTMENTS LLC, a Georgia limited liability company

By: Cousins Properties Incorporated, a Georgia corporation, its sole member

By: _____
Name: Craig B. Jones
Its: Executive Vice President

(CORPORATE SEAL)

[*Signatures Continued on Following Page*]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

COUSINS REAL ESTATE CORPORATION, a Georgia corporation

By: _____
Name: Craig B. Jones
Its: Executive Vice President

[CORPORATE SEAL]

[Signatures Continued on Following Page]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

KAREN B. MURRAY
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2012

FORSYTH OWNER 1, L.P., a Delaware limited partnership

By: Forsyth Owner 1 GP, L.L.C., a Delaware limited liability company, its General Partner

By: _____ (SEAL)
Name: Michael Lefton
Its: VP

[*End of Signatures*]

Exhibit A

All that tract or parcel of land lying and being in Land Lots 486, 487, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia, said tract or parcel of land being more fully shown and designated as the "Shopping Center Parcel", containing 2,307,232 square feet or 52.9668 acres of land, more or less, according to the Final Plat for the Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia.

Doc ID: 011790470020 Type: GLR
Filed: 06/04/2010 at 02:41:42 PM
Fee Amt: $50.00 Page 1 of 20
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK5698 PG718-737

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Filed: 03/05/2010 at 03:50:32 PM
Fee Amt: $50.00 Page 1 of 20
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK5641 PG275-294

After recording, please return to:
Troutman Sanders LLP
Bank of America Plaza, Suite 5200
600 Peachtree Street N.E.
Atlanta, Georgia 30308-2216
Attn: S. Jefferson Greenway

Cross-reference:
Deed Book 5167, Page 1

Note: This instrument is re-recorded for the purpose of correcting the legal description in Exhibit "B"

FIRST AMENDMENT TO DECLARATION OF EASEMENTS, RIGHTS, COVENANTS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, RIGHTS, COVENANTS AND RESTRICTIONS (this "First Amendment") is made as of the 1st day of March, 2010, by AVENUE FORSYTH LLC, a Georgia limited liability company ("Avenue Forsyth"), CP – FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("CP-Forsyth"), and CHILDREN'S HEALTHCARE OF ATLANTA, INC., a Georgia non-profit corporation ("CHOA").

WITNESSETH:

WHEREAS, Avenue Forsyth and CP-Forsyth executed that certain Declaration of Easements, Rights, Covenants and Restrictions dated June 24, 2008, and recorded in Book 5167, Page 1, Forsyth County, Georgia records (the "Original Declaration");

WHEREAS, pursuant to the Original Declaration, Avenue Forsyth and CP-Forsyth established certain easements benefiting and burdening the Shopping Center Parcel, the Remainder Parcel and the CHOA Parcel;

WHEREAS, on or about June 24, 2008, CHOA acquired the CHOA Parcel from CP-Forsyth;

WHEREAS, Avenue Forsyth, CP-Forsyth and CHOA desire to enter into this First Amendment in order to amend the Original Declaration in certain respects;

NOW, THEREFORE, in consideration of the foregoing recitals, the payment of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Avenue Forsyth, CP-Forsyth and CHOA do hereby agree, declare and establish as follows:

1. Definitions. Whenever defined terms and words of art are used in this First Amendment (including the recitals set forth above), as indicated by the initial capitalization thereof, such terms and words of art, unless otherwise defined herein, shall have the meanings ascribed thereto in the Original Declaration.

2. Additional Defined Terms. **Section** 1 of the Original Declaration is hereby amended to add the following new Definitions thereto:

"Construction & Grading Easement Area" shall mean that certain area of land located on the CHOA Parcel more particularly designated "Construction & Grading Easement" and being shown and hatched on Exhibit "H" attached hereto and made a part hereof by this reference.

"Easement Expansion Area" shall mean that certain area of land located on the Shopping Center Parcel more particularly designated "Easement Expansion Area" and being shown on Exhibit "J" attached hereto and made a part hereof by this reference.

"Grading Plan" shall mean that certain Preliminary Grading and Drainage Plan prepared by Southern Civil Engineers, dated September 24, 2009, a copy of which is attached hereto as Exhibit "I" and by reference made a part hereof.

3. Exhibits. The Original Declaration is hereby amended as follows:

(a) Exhibit "A" [Legal Description of Shopping Center Parcel] attached to the Original Declaration is deleted in its entirety, and Exhibit "A" [Legal Description of Shopping Center Parcel] attached hereto is inserted in its place and incorporated into the Original Declaration by this reference;

(b) Exhibit "B" [Legal Description of Remainder Parcel] attached to the Original Declaration is deleted in its entirety, and Exhibit "B" [Legal Description of Remainder Parcel] attached hereto is inserted in its place and incorporated into the Original Declaration by this reference;

(c) Exhibit "H" [Survey (Construction & Grading Easement Area)] attached hereto is hereby added to the Original Declaration as a new exhibit thereto;

(d) Exhibit "I" [Grading Plan] attached hereto is hereby added to the Original Declaration as a new exhibit thereto; and

(e) Exhibit "J" [Survey (Easement Expansion Area)] attached hereto is hereby added to the Original Declaration as a new exhibit thereto.

4. New Provisions. Effective as of the date of this First Amendment, the Original Declaration is hereby amended to add the following new **Section 24, Section 25** and **Section 26** thereto:

24. Ownership of CHOA Parcel. On or about June 24, 2008, CHOA acquired the CHOA Parcel from CP-Forsyth. Therefore, CHOA is the "Owner" under the Declaration with respect to the CHOA Parcel.

25. Expansion of Easements.

(a) The Joint Driveway Area is hereby deemed expanded and modified to include the Easement Expansion Area, and Avenue Forsyth hereby grants, conveys, declares and establishes for the benefit of and as an appurtenance to the CHOA Parcel and the Remainder Parcel, and as a burden upon the Shopping Center Parcel, a non-exclusive, perpetual easement over, through, along and across the Easement Expansion Area under and subject to the identical rights, terms and conditions applicable to the Joint Driveway Area as set forth in **Section 3** of this Declaration. All references in the Declaration to Joint Driveway Area shall be deemed to also include the Easement Expansion Area.

(b) The Utility Connection Area is hereby deemed expanded and modified to include the Easement Expansion Area, and Avenue Forsyth hereby grants, conveys, declares and establishes for the benefit of and as an appurtenance to the CHOA Parcel and the Remainder Parcel, and as a burden upon the Shopping Center Parcel, a non-exclusive, perpetual [but subject to relocation pursuant to **Section 4(c)** of the Declaration] easement over, under, through, along and across the Easement Expansion Area under and subject to the identical rights, terms and conditions applicable to the Utility Connection Area as set forth in **Section 4** of this Declaration. All references in the Declaration to Utility Connection Area shall be deemed to also include the Easement Expansion Area.

26. Construction & Grading Easement. Subject to the rights of Forsyth County under the Children's Sewer Easement (as defined below) and the terms and conditions set forth therein, CHOA does hereby grant and convey to Avenue Forsyth and CP-Forsyth a temporary construction easement appurtenant to the Shopping Center Parcel

and the Remainder Parcel over, under, through and across the Construction & Grading Easement Area (the "Roadway Construction Easement"), such Roadway Construction Easement being granted for the clearing, cutting, filling, grading and sloping of the Construction & Grading Easement Area, all in accordance with the Grading Plan (the "New Roadway Work"). The Roadway Construction Easement shall have a term which shall extend until **July 31, 2010**. Avenue Forsyth and CP-Forsyth shall jointly and severally be responsible for: (a) complying with **Section 13** of this Declaration with respect to the New Roadway Work and (b) complying with all applicable laws, codes, rules, permits and regulations of governmental authorities, including, without limitation, any related to any Department of the Army permits and any other similar federal, state, and local requirements.

Subject to the rights of Forsyth County under the Children's Sewer Easement and the terms and conditions set forth therein, CHOA does hereby grant to Avenue Forsyth and CP-Forsyth a nonexclusive, perpetual easement appurtenant to the Shopping Center Parcel and the Remainder Parcel over, under, through and across the Construction & Grading Easement Area (the "Slope Easement"), such Slope Easement being granted for the construction and maintenance of the slopes to be constructed within the Construction & Grading Easement Area in accordance with the Grading Plan as part of the New Roadway Work.

Avenue Forsyth and CP-Forsyth shall obtain the consent of Forsyth County to the Roadway Construction Easement and the Slope Easement, if necessary, as well as all consents and approvals under the Children's Sewer Easement related to the New Roadway Work, and provide copies of all such consents and approvals to Children's prior to commencing the New Roadway Work.

5. Termination of Seller's Work Construction Easement. The parties to this First Amendment agree that the Seller's Work has been completed. Accordingly, the Seller's Work Construction Easement is hereby terminated. The Original Declaration is hereby amended to delete **Section 5** thereof.

6. Sewer Easement. **Section 7** of the Original Declaration is hereby amended to add the following provisions thereto:

Avenue Forsyth, CP-Forsyth and CHOA agree that the sanitary sewer line contemplated by this **Section 7** has been constructed and installed. Avenue Forsyth and CP-Forsyth have each granted a perpetual easement to Forsyth County for the portion of such sanitary sewer line located on their respective Parcels. CHOA has granted a perpetual easement to Forsyth County for the portion of such sanitary sewer line located on the CHOA Parcel (the "Children's Sewer Easement"). At such time as all such easements to Forsyth County are recorded in the land records of Forsyth County, Georgia, the Sewer Easement will terminate.

7. Reimbursement of Costs for Detention Pond. The second sentence of Section 12 of the Original Declaration is hereby deleted in its entirety and the following sentence is substituted in lieu thereof: "Avenue Forsyth, CP-Forsyth and CHOA stipulate that the Reimbursing Owner's prorata share of such costs of maintaining, inspecting, operating, repairing and replacing the Detention Pond shall be **29.62%** of such costs."

8. Ratification. Except as expressly modified and amended herein, the Original Declaration is and shall remain unchanged and in full force and effect. As modified and amended hereby, the Original Declaration is expressly ratified and confirmed by the parties hereto.

[*Signatures Commence on Following Page*]

IN WITNESS WHEREOF, Avenue Forsyth, CP-Forsyth and CHOA have caused this First Amendment to be executed under seal as of the day, month and year first above written.

CP-FORSYTH:

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: March 8, 2011

[NOTARY SEAL]

CP-FORSYTH INVESTMENTS LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated,
a Georgia corporation, its sole member

By: _____
Name: Bill Bosseth
Title: Senior Vice President

(CORPORATE SEAL)

AVENUE FORSYTH:

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: March 8, 2011

[NOTARY SEAL]

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LL, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated,
a Georgia corporation,
its Development Manager

By: _____
Name: Bill Bosseth
Title: Senior Vice President

(CORPORATE SEAL)

[Signatures Continued on Following Page]

[Signatures Continued from Previous Page]

CHOA:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration
Date: 5/10/2013

CHILDREN'S HEALTHCARE OF ATLANTA, INC.,
a Georgia non-profit corporation

By:
Name: Leslie R. Jones
Title: SVP/General Counsel

(CORPORATE SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION OF SHOPPING CENTER PARCEL

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

1. South 13° 21' 19" West, 122.30 feet to a point; thence,
2. South 17° 45' 27" West, 362.84 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
3. North 65° 02' 30" West, 73.98 feet to a point; thence,
4. South 88° 13' 23" West, 224.42 feet to a point; thence,
5. South 01° 46' 37" East, 213.00 feet to a point; thence,
6. South 88° 13' 23" West, 124.00 feet to a point; thence,
7. South 01° 46' 37" East, 151.50 feet to a point; thence,
8. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
9. North 88° 13' 23" East, 210.25 feet to a point; thence,
10. North 46° 29' 56" East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
11. 221.90 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 02° 02' 06" West, 221.67 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
12. North 46° 27' 19" West, 98.28 feet to a point; thence,
13. South 88° 13' 23" West, 211.96 feet to a point; thence,
14. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
15. South 01° 46' 37" East, 470.00 feet to a point; thence,
16. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
17. North 88° 13' 23" East, 278.39 feet to a point; thence,
18. 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61° 02' 30" East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
19. South 07° 55' 10" East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
20. 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78° 36' 11" West, 22.18 feet to a point; thence,

21. South 88° 13' 23" West, 235.33 feet to a point; thence,
22. 21.76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43° 42' 36" West, 19.63 feet to a point; thence,
23. South 00° 48' 09" East, 7.74 feet to a point; thence,
24. South 88° 13' 23" West, 271.85 feet to a point; thence,
25. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
26. South 01° 46' 37" East, 106.91 feet to a point; thence,
27. South 46° 42' 02" East, 86.28 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway (having a variable Right-of-Way); thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
28. South 88° 13' 23" West, 31.86 feet to a point; thence,
29. North 60° 17' 16" West, 19.16 feet to a point; thence,
30. South 88° 13' 23" West, 45.73 feet to a point; thence,
31. South 01° 46' 38" East, 15.18 feet to a point; thence,
32. South 88° 13' 22" West, 9.00 feet to a point; thence,
33. North 01° 46' 37" West, 40.18 feet to a point; thence,
34. South 88° 13' 23" West, 30.27 feet to a point; thence,
35. South 01° 46' 37" East, 25.00 feet to a point; thence,
36. South 88° 13' 23" West, 25.00 feet to a point; thence,
37. South 43° 13' 23" West, 31.13 feet to a point; thence,
38. South 88° 13' 23" West, 16.83 feet to a point; thence, leaving the said Right-of-Way of Ronald Reagan Parkway
39. North 43° 13' 40" East, 86.42 feet to a point; thence,
40. North 01° 46' 37" West, 118.90 feet to a point; thence,
41. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet to a point; thence,
42. South 88° 13' 23" West, 502.00 feet to a point; thence,
43. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
44. South 01° 46' 37" East, 107.44 feet to a point; thence,
45. South 47° 14' 35" East, 86.35 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway; thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
46. South 88° 13' 23" West, 168.85 feet to a point; thence,
47. South 43° 13' 23" West, 16.97 feet to a point; thence,
48. South 88° 13' 23" West, 584.40 feet to a point; thence,
49. 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86° 12' 59" West, 73.54 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway
50. North 43° 13' 42" East, 34.77 feet to a point; thence,
51. North 88° 13' 25" East, 20.00 feet to a point; thence,
52. North 01° 45' 53" West, 25.00 feet to a point; thence,
53. North 88° 10' 02" East, 1.25 feet to a point; thence,
54. North 01° 46' 37" West, 215.60 feet to a point; thence,
55. North 28° 13' 23" East, 19.66 feet to a point; thence,

56. North 01° 46' 37" West, 115.36 feet to a point; thence,
57. North 88° 13' 23" East, 355.65 feet to a point; thence,
58. 77.75 feet along the arc of a curve deflecting to the left, having a radius of 49.50 feet and a chord bearing and distance of North 43° 13' 23" East, 70.00 feet to a point; thence,
59. North 01° 46' 37" West, 951.75 feet to a point; thence,
60. North 81° 01' 22" West, 127.25 feet to a point; thence,
61. South 67° 55' 30" West, 66.08 feet to a point; thence,
62. South 53° 56' 35" West, 26.56 feet to a point; thence,
63. North 80° 32' 07" West, 45.35 feet to a point; thence,
64. South 69° 05' 40" West, 28.47 feet to a point; thence,
65. North 41° 57' 40" West, 49.83 feet to a point; thence,
66. South 70° 47' 46" West, 60.76 feet to a point; thence,
67. North 85° 14' 26" West, 84.43 feet to a point; thence,
68. South 68° 38' 52" West, 37.47 feet to a point; thence,
69. South 82° 53' 10" West, 16.25 feet to a point; thence,
70. North 19° 02' 14" West, 2.16 feet to a point; thence,
71. North 85° 08' 38" West, 80.71 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400; thence, running with the aforesaid Right-of-Way of Georgia State Highway 400
72. North 62° 03' 32" East, 210.22 feet to a point; thence,
73. North 73° 20' 13" East, 615.65 feet to a point; thence,
74. North 76° 43' 36" East, 1054.76 feet to a point; thence,
75. South 84° 11' 20" East, 484.66 feet to a point; thence,
76. South 33° 25' 42" East, 89.60 feet to the point of beginning containing 2,429,905 square feet or 55.7829 acres of land, more or less.

LESS AND EXCEPT the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84° 52' 29" West, 99.85 feet; thence, South 88° 13' 23" West, 181.81 feet; thence, South 88° 13' 23" West,

185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88° 13' 23" West, 472.13 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running
2. North 47° 32' 54" West, 86.36 feet to a point; thence,
3. North 01° 46' 37" West, 228.26 feet to a point; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43° 13' 23" East, 58.69 feet to a point; thence,
5. North 88° 13' 23" East, 267.89 feet to a point; thence,
6. 60.45 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 50° 02' 54" East, 55.25 feet; thence,
7. 137.65 feet along the arc of a curve deflecting to the left, having a radius of 94.50 feet and a chord bearing and distance of South 50° 02' 58" East, 125.80 feet; thence,
8. North 88° 13' 23" East, 97.02 feet; thence,
9. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet; thence,
10. South 01° 46' 37" East, 119.17 feet; thence,
11. South 43° 19' 30" West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the Point of Beginning, containing 162,096 square feet or 3.7212 acres of land, more or less.

Said property contains 2,307,232 square feet or 52.9668 acres of land, more or less, as shown on that certain Final Plat for The Avenue Forsyth (Phase I), prepared by Terramark Professional Land Surveying, certified by Paul B. Cannon, G.R.L.S. (Reg. No. 2928), dated January 21, 2009.

TOGETHER WITH the following "Right of Way Dedication Parcels":

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 68.98 feet to a point and the Point of Beginning as thus described.

Thence from said Point of Beginning as thus described and continuing along the northerly Right of Way of Ronald Reagan Parkway South 88° 13' 23" West, 461.49 feet to a point; thence, leaving the aforesaid Right of Way North 43° 13' 23" East, 31.13 feet to a point; thence, North 88° 13' 23" East, 25.00 feet to a point; thence, North 01° 46' 37" West, 25.00 feet to a point; thence, North 88° 13' 23" East, 30.27 feet to a point; thence, South 01° 46' 37" East, 40.18 feet to a point; thence, North 88° 13' 22" East, 9.00 feet to a point; thence, North 01° 46' 38" West, 15.18 feet to a point; thence, North 88° 13' 23" East, 45.73 feet to a point; thence, South 60° 17' 16" East, 19.16 feet to a point; thence, North 88° 13' 23" East, 213.60 feet to a point; thence, South 84° 54' 09" East, 100.26 feet to a point on the aforesaid Right of Way of Ronald Reagan Parkway and the Point of Beginning, containing 6,722 square feet or 0.1543 acres of land, more or less.

AND

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 68.98 feet to a point thence South 88° 13' 23" West, 659.71 feet and the Point of Beginning as thus described.

Thence from said Point of Beginning as thus described and continuing along the said northerly Right of Way of Ronald Reagan Parkway South 88° 13' 23" West, 461.79 feet to a point; thence, leaving the said Right of Way North 43° 13' 23" East, 16.97 feet to a point; thence, North 88° 13' 23" East, 350.66 feet to a point; thence, South 84° 52' 29" East, 99.85 feet to a point on the aforesaid Right of Way and the point of beginning, containing 4,875 square feet or 0.1119 acres of land, more or less.

EXHIBIT "B"

LEGAL DESCRIPTION OF THE REMAINDER PARCEL

All that tract or parcel of land lying and being in Land Lots 486 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at a 1/2 inch rebar found at the Land Lot Corner common to Land Lots 485, 486, 523 and 524, said district, said section of Forsyth County, Georgia; thence leaving the aforesaid Land Lot Corner and continuing with the Land Lot Line common to Land Lots 485 and 486 North 02° 58' 57" East, 85.25 feet to a point found on the southerly right-of-way of Georgia State Highway 400 (having a variable right-of-way) thence, leaving the aforesaid Land Lot Line and continuing with the aforesaid right-of-way North 41° 25' 04" East, 116.24 feet to a point; thence, North 49° 38' 22" East, 533.35 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the aforesaid right-of-way of Georgia State Highway 400,

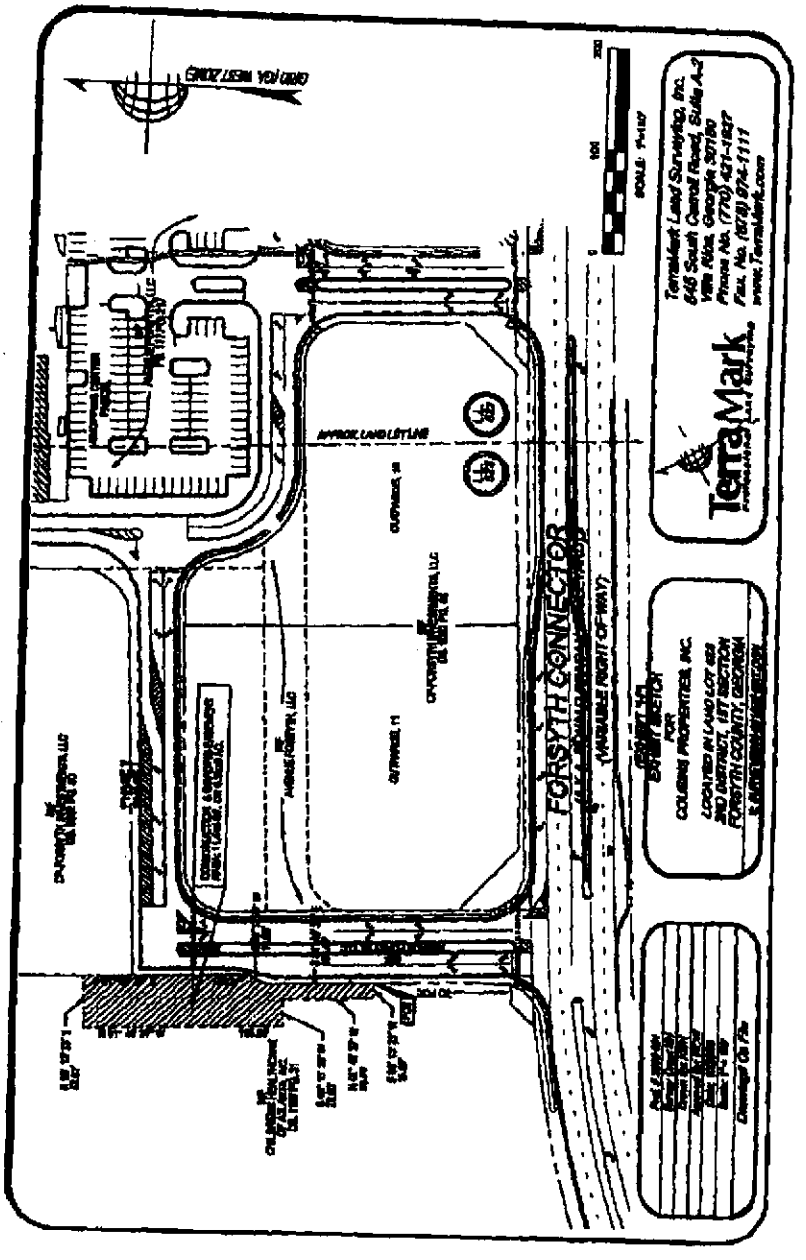
1. North 49° 38' 22" East, 133.92 feet to a point; thence,
2. North 62° 03' 32" East, 172.62 feet to a point; thence, leaving the aforesaid right-of-way and continue with the line common to Phase One Avenue Forsyth Shopping Center as shown in PB 117 Page 217, recorded among the Land Records of Forsyth County Georgia,
3. South 85° 08' 38" East, 80.71 feet to a point; thence,
4. South 19° 02' 14" East, 2.16 feet to a point; thence,
5. North 82° 53' 10" East, 16.25 feet to a point; thence,
6. North 68° 38' 52" East, 37.47 feet to a point; thence,
7. South 85° 14' 26" East, 84.43 feet to a point; thence,
8. North 70° 47' 46" East, 60.76 feet to a point; thence,
9. South 41° 57' 40" East, 49.83 feet to a point; thence,
10. North 69° 05' 40" East, 28.47 feet to a point; thence,
11. South 80° 32' 07" East, 45.35 feet to a point; thence,
12. North 53° 56' 35" East, 26.56 feet to a point; thence,
13. North 67° 55' 30" East, 66.08 feet to a point; thence,
14. South 81° 01' 22" East, 127.25 feet to a point; thence,
15. South 01° 46' 37" East, 951.75 feet to a point; thence,
16. 77.75 feet along the arc of a curve deflecting to the right, having a radius of 49.50 feet and a chord bearing and distance of South 43° 13' 23" West, 70.00 feet to a point; thence,
17. South 88° 13' 23" West, 355.65 feet to a point; thence,
18. North 01° 46' 37" West, 141.84 feet to a point; thence,
19. North 46° 46' 37" West, 53.50 feet to a point; thence,
20. North 01° 43' 37" West, 758.88 feet to a point in the centerline of an unnamed creek; thence, continuing along the centerline of the unnamed creek,
21. North 85° 50' 59" West, 3.80 feet to a point; thence,
22. South 69° 56' 27" West, 29.58 feet to a point; thence,
23. South 82° 53' 10" West, 27.38 feet to a point; thence,

24. South 66° 16' 14" West, 36.06 feet to a point; thence,
25. North 89° 08' 18" West, 22.33 feet to a point; thence,
26. North 19° 02' 19" West, 21.54 feet to a point; thence,
27. North 85° 08' 38" West, 47.22 feet to a point; thence,
28. South 10° 15' 02" West, 8.46 feet to a point; thence,
29. South 67° 01' 31" East, 25.04 feet to a point; thence,
30. South 51° 31' 43" West, 24.98 feet to a point; thence,
31. North 86° 42' 38" West, 5.01 feet to a point; thence,
32. North 67° 29' 18" West, 27.79 feet to a point; thence,
33. North 82° 13' 29" West, 36.30 feet to a point; thence,
34. North 00° 17' 46" West, 10.98 feet to a point; thence,
35. South 62° 43' 37" West, 13.81 feet to a point; thence,
36. South 48° 44' 16" West, 16.79 feet to a point; thence,
37. South 53° 18' 05" West, 23.90 feet to a point; thence,
38. South 73° 22' 09" West, 19.13 feet to a point; thence,
39. South 75° 57' 48" West, 8.34 feet to a point; thence,
40. South 42° 47' 33" West, 37.15 feet to a point; thence,
41. South 46° 47' 24" West, 5.39 feet to a point; thence,
42. South 79° 31' 32" West, 14.41 feet to a point; thence,
43. North 83° 25' 04" West, 9.35 feet to a point; thence,
44. South 28° 18' 03" West, 7.03 feet to a point; thence,
45. South 37° 12' 10" West, 20.47 feet to a point; thence,
46. North 78° 41' 24" West, 7.89 feet to a point; thence,
47. North 73° 31' 23" West, 17.63 feet to a point; thence,
48. North 86° 32' 42" West, 4.79 feet to a point on the aforesaid right-of-way of Georgia State Highway 400 and the point of beginning, containing 463,295 square feet or 10.6358 acres of land, more or less.

EXHIBIT "H"

SURVEY (CONSTRUCTION & GRADING EASEMENT AREA)

[See attached]

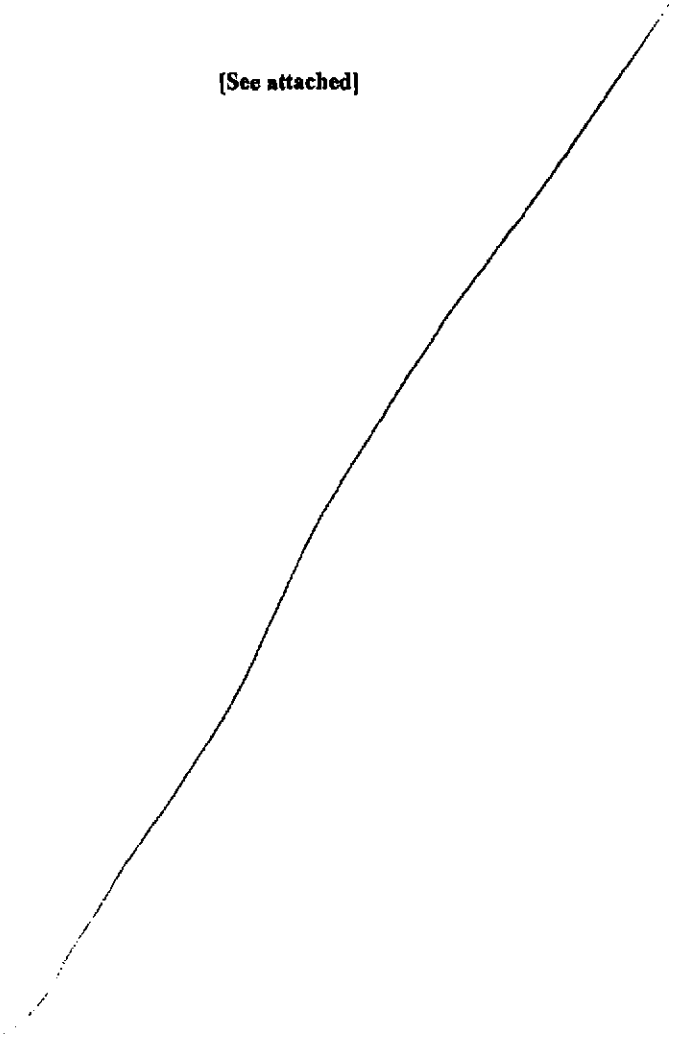

FORSYTH CONNECTOR
(VARIABLE RIGHT OF WAY)
APPROX. LAND LOT LINE
TerraMark

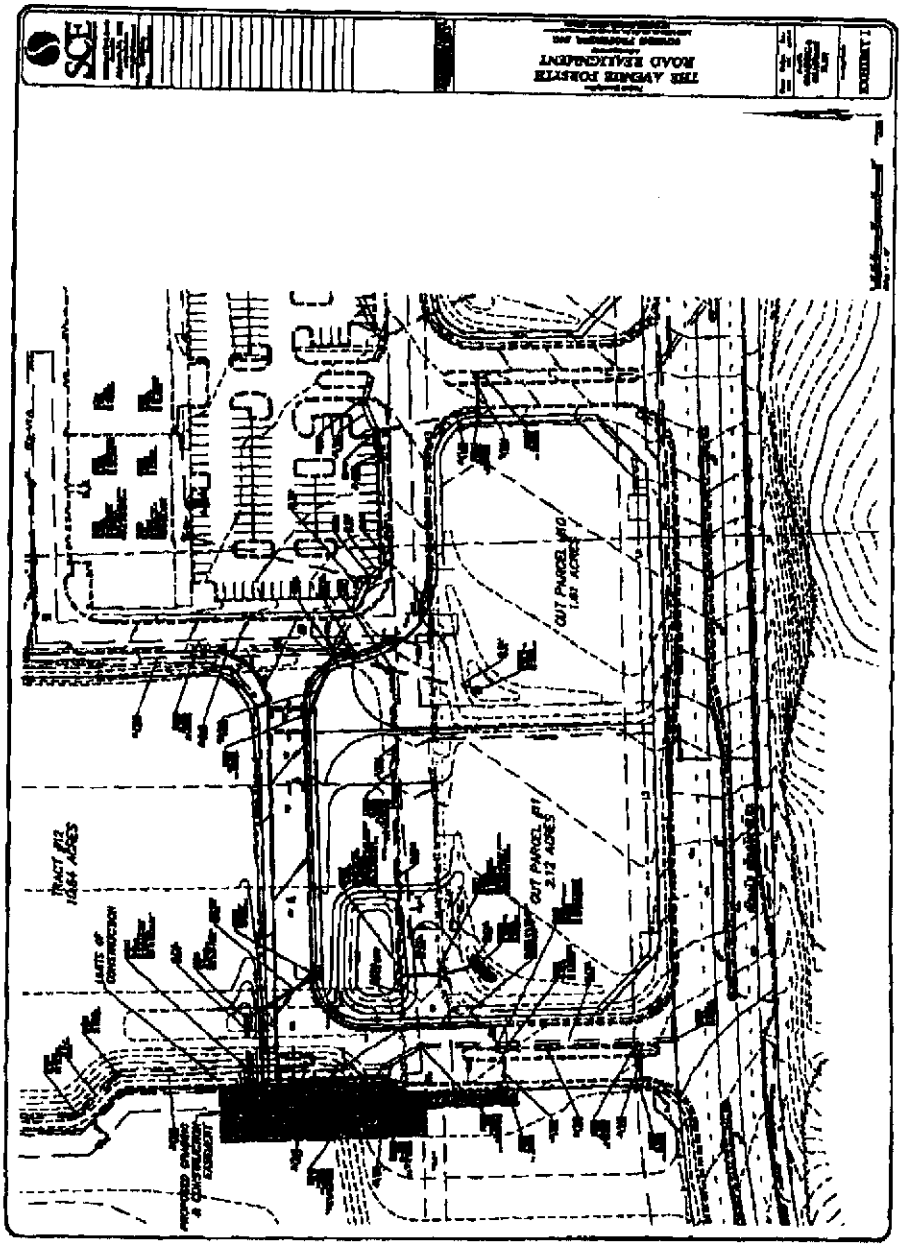
2102543v8

EXHIBIT "I"

GRADING PLAN

[See attached]



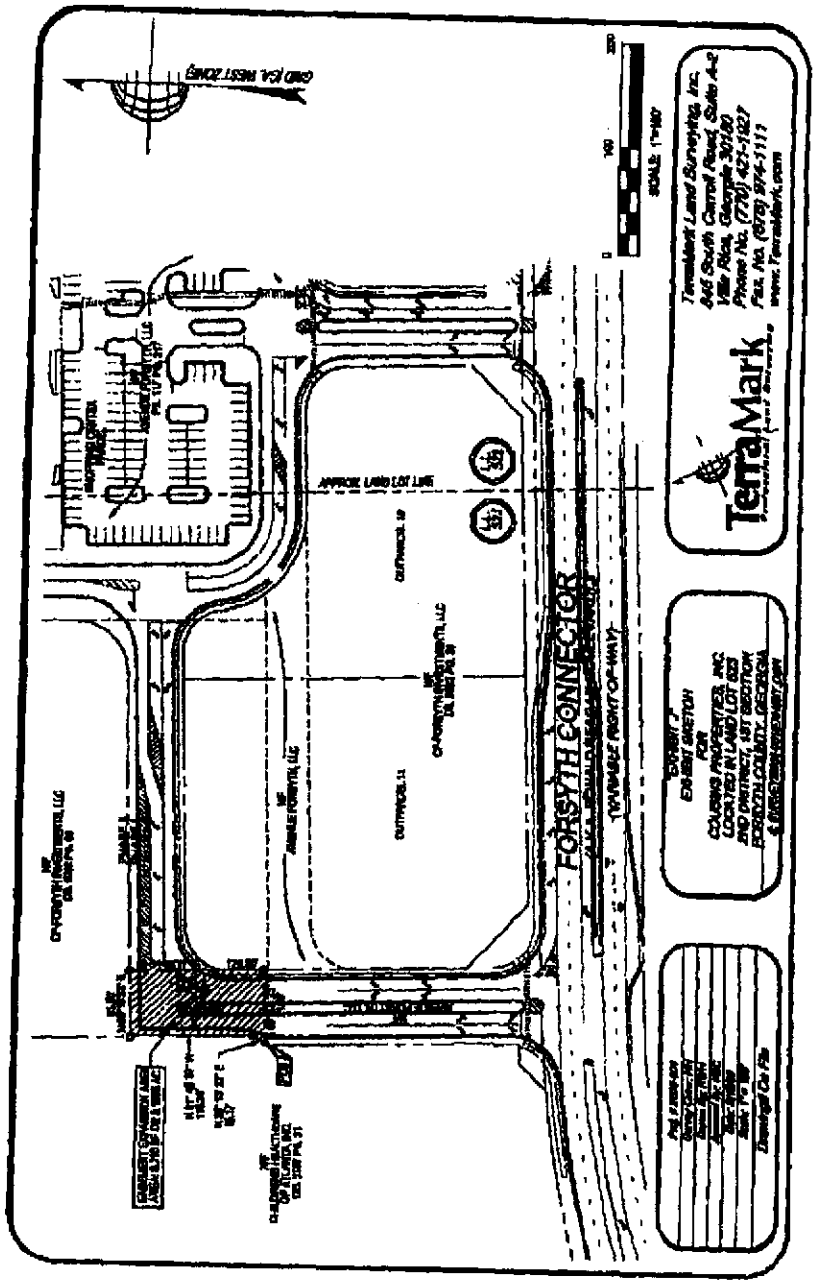

THE AVENUE FORSYTH
ROAD REALIGNMENT
OUT PARCEL #10
1.81 ACRES
OUT PARCEL #11
2.12 ACRES
TRACT #12
10.64 ACRES
LIMITS OF CONSTRUCTION
PROPOSED SPRAYING & CONSTRUCTION EASEMENT

2102543v8

EXHIBIT "J"

SURVEY (EASEMENT EXPANSION AREA)

[See attached]


FORSYTH CONNECTOR
TerraMark

WHEN RECORDED MAIL TO:

Return to:
Zonia N. Veal
First National Financial Title Services, Inc.
3237 Satellite Blvd, Bldg 300, Suite 450
Duluth, GA 30096
File No._____

Escrow No. Z0702806

Doc ID: 010735320014 Type: GLR
Filed: 10/06/2008 at 10:09:39 AM
Fee Amt: $36.00 Page 1 of 14
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK5242 PG483-496

DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.

DOCUMENT TO BE RECORDED:

MEMORANDUM OF GROUND LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

RED ROBIN INTERNATIONAL, INC
6312 S. Fiddler's Green Circle, Suite 200 N
Greenwood Village, Colorado 80111
Attn: Vice President Real Estate Legal

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum") is made and entered into this 11th day of September 2008, by and between **CP-FORSYTH INVESTMENTS, LLC, a Georgia limited liability company**, whose present address is C/O Cousins Properties Incorporated, 191 Peachtree Street, Suite 3600, Atlanta, GA 30303-1740 ("Lessor"), **AVENUE FORSYTH LLC, a Georgia limited liability company**, whose present address is c/o Cousins Properties Incorporated, 191 Peachtree Street, Suite 3600, Atlanta, GA 30303-1740 ("Shopping Center Owner") and **RED ROBIN INTERNATIONAL, INC.**, a Nevada corporation, whose present address is 6312 S. Fiddler's Green Circle, Suite 200 N, Greenwood Village, Colorado 80111 ("Lessee"), with reference to the following facts:

A. Lessor is the owner of that certain real property located in the County of Forsyth, State of Georgia, shown on Exhibit A hereto, and which leased premises is more particularly described in Exhibit B, both of which are incorporated herein by reference (the "Property").

B. Shopping Center Owner is the owner of that certain real property located in the County of Forsyth, State of Georgia, shown on Exhibit C and more particularly described in Exhibit D, both of which are incorporated herein by reference (the "Shopping Center Property").

C. Lessor desires to lease the Property to Lessee, and Lessee desires to lease the Property from Lessor, all subject to the terms and provisions of this Memorandum.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Lease of the Property. Lessor hereby leases the Property to Lessee, and Lessee hereby leases the Property from Lessor subject to and on terms and conditions more fully set forth in that certain ground lease executed by and between the Shopping Center Owner, as predecessor-in-interest to Lessor, and Lessee and dated October 2, 2007 (the

"Lease") for a term of fifteen (15) years commencing on the Commencement Date, as that term is defined in the Lease, with options to extend for three (3) successive terms of five (5) years each (the "Lease") wherein, Landlord agreed to lease and Tenant has leased the Property, which is approximately 64,570 s. f.

Easements. As Lessor's predecessor-in-interest, the Shopping Center Owner has granted and conveyed to Lessee non-exclusive easements, appurtenant to the Premises for the Lease Term in locations acceptable to Shopping Center Owner and as reasonably may be required for the purpose of connecting to any and all utility lines and related facilities necessary for the operation of the Improvements, over, above, along, under, in and across the Shopping Center. Shopping Center Owner covenants to maintain or cause to be maintained the utility lines and all related facilities located on the Shopping Center located outside of the Premises in good condition and repair. As Lessor's predecessor-in-interest, Shopping Center Owner has granted and conveyed to Lessee non-exclusive easements appurtenant to the Premises for the Lease Term in Paragraph 8 (a), (b) and (c) of the Lease for ingress/egress and utilities and drainage. The right to use and exercise the rights and easements contained in the Lease shall run with the land and inure to, and be for the benefit of, Shopping Center Owner, Lessee and Lessor, their successors, assigns and Permittees. The grant and the use, benefit and enjoyment of such easements shall always be without charge, cost, fee or assessment of any kind whatsoever to Lessee.

The Lease is incorporated herein by this reference. Should any party require any information concerning the Lease, they should contact the Lessor and Lessee at the above-referenced addresses. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

LESSEE

RED ROBIN INTERNATIONAL, INC., a Nevada corporation

Witness

By: _____
Name: Katherine L. Scherping
Title: Vice President and Secretary

LESSOR

CP – FORSYTH INVESTMENTS LLC
A Georgia limited liability company

By: Cousins Properties Incorporated
A Georgia corporation, its Managing Member

Witness

By: _____
Name: Pamela F. Roper
Title: Senior Vice President

[corporate seal]

SHOPPING CENTER OWNER

Avenue Forsyth LLC, a Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

Witness

By:
Name: Pamela F. Roper
Title: Senior Vice President

Prepared by:

(Signature)
Jim McCarron
6312 Fiddler's Green Circle, Suite 200N
Greenwood Village, CO 80111

State of Colorado §
§
County of Arapahoe §

The foregoing instrument was acknowledged before me on September 11 2008, by Katherine L. Scherping, Vice President and Secretary of Red Robin International, Inc. on behalf of the corporation.

Jenyaia Dexter
Notary Public

Commission expires: My Commission Expires 10-12-2008

JENYAIA DEXTER NOTARY PUBLIC STATE OF COLORADO

State of Georgia §
§.
County of Fulton §

The foregoing instrument was acknowledged before me on September 5, 2008, by Pamela F. Roper, Senior Vice President of Cousins Properties Incorporated, the Managing Member and on behalf of CP –Forsyth Investments, LLC.

Alinna Kerr
Notary Public

Commission expires:

ALINNA KERR NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES 10.15.2012

State of Georgia §
§.
County of Fulton §

The foregoing instrument was acknowledged before me on September 5, 2008, by Pamela F. Roper, Senior Vice President of Cousins Properties Incorporated, the Development Manager of CP Venture IV Holdings LLC, the sole member of CP Venture Six LLC, the sole member and on behalf of Avenue Forsyth, LLC.

Alinna Kerr
Notary Public

ALINNA KERR NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES 10.15.2012

EXHIBIT A
[ATTACHED]

EXHIBIT "A"

RECORDED LEGAL DESCRIPTION:

All that tract or parcel of land lying and being in Land 487, 2nd District 1st Section of Forsyth County, Georgia and being more particularly described as follows:

The Avenue Forsyth "Out-Parcel Two"

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 139.36 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 14° 53' 40" West, 139.30 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Georgia State Route 141

1. 132.32 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 09° 18' 46" West, 132.27 feet; thence, leaving the aforesaid line of Georgia State Route 141 and running
2. South 46° 29' 56" West, 114.63 feet; thence,
3. South 88° 13' 23" West, 210.25 feet; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet; thence,
5. North 01° 46' 37" West, 151.50 feet thence,
6. North 88° 13' 23" East, 124.00 feet; thence,
7. North 01° 46' 37" West, 13.00 feet; thence,
8. North 88° 12' 08" East, 238.75 feet to the Point of Beginning, containing 65,761 square feet or 1.5097 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

SURVEY LEGAL DESCRIPTION:

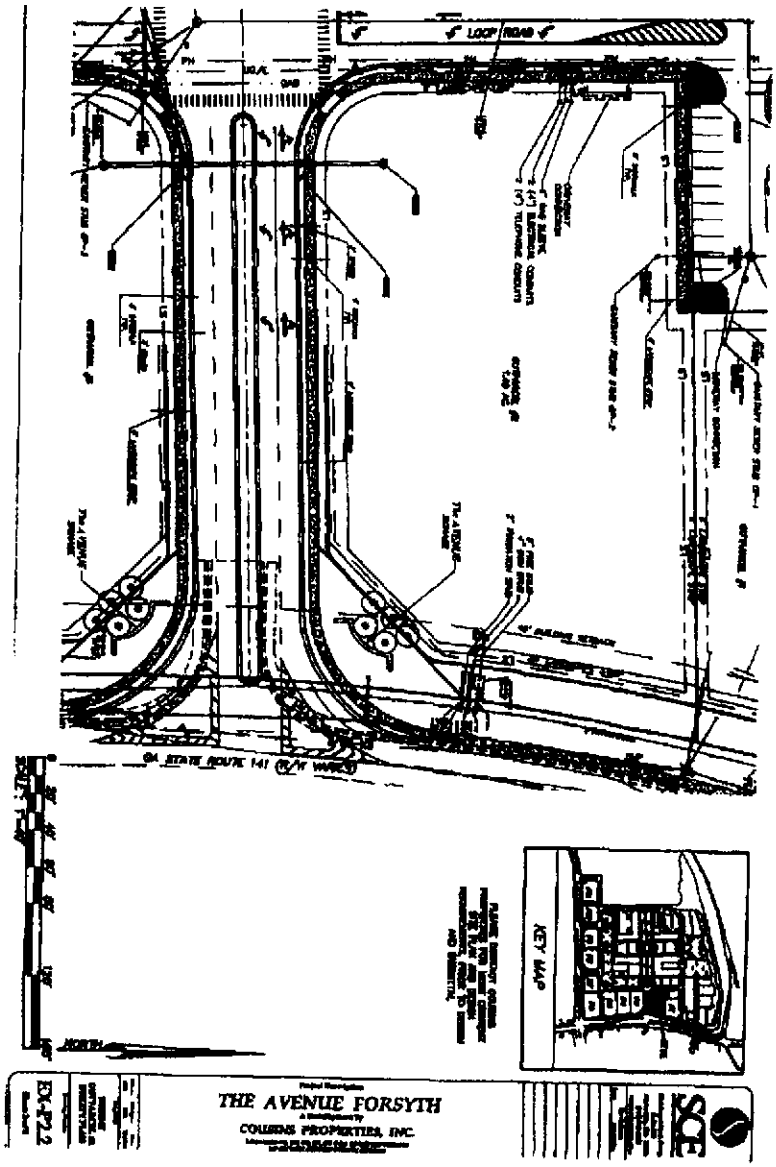
All that tract or parcel of land lying and being in Land Lot 487 of the 2nd District, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the mitered intersection of the southerly right of way of Ga. Hwy. No. 400 with the westerly right of way of Peachtree Parkway (also known as Ga. Hwy. No. 141) (right of way width varies) (under construction); thence proceed a distance of 664.86 feet as measured along the westerly right of way Peachtree Parkway, also known as Ga. Hwy. No.141 to a 1/2 inch rebar set being the Point of Beginning; thence from said Point of Beginning as thus established, proceed along the westerly right of way of Peachtree Parkway following a counterclockwise curve with an arc distance of 127.17 feet, having a radius of 1394.35 feet, subtended by a chord bearing and distance of South 09 degrees 12 minutes 31 seconds West, 127.12 feet to a 1/2 inch rebar set; thence leaving said right of way, South 46 degrees 29 minutes 56 seconds West, a distance of 114.63 feet to a 1/2 inch rebar set; thence South 88 degrees 13 minutes 23 seconds West, a distance of 210.25 feet to a 1/2 inch rebar set; thence following a clockwise curve with an arc distance of 65.19 feet, having a radius of 41.50 feet, subtended by a chord bearing and distance of North 46 degrees 46 minutes 37 seconds West, 58.69 feet to a 1/2 inch rebar set; thence North 01 degrees 46 minutes 37 seconds West, a distance of 151.50 feet to a 1/2 inch rebar set; thence North 88 degrees 13 minutes 23 seconds East, a distance of 124.00 feet to a 1/2 inch rebar set; thence North 01 degrees 46 minutes 37 seconds West, a distance of 8.00 feet to a 1/2 inch rebar set; thence North 88 degrees 12 minutes 08 seconds East, a distance of 237.53 feet to a 1/2 inch rebar - set on the westerly right of way of Peachtree Parkway being the Point of Beginning. .

Said described tract containing 1.48 Acres.

EXHIBIT A

SITE PLAN OF PREMISES



383458 v6 (04700.00090.000)

870563-5 10391.0013900

EXHIBIT B
[ATTACHED]

EXHIBIT "B"

The Avenue Forsyth
"Out-Parcel Two"

All that tract or parcel of land lying and being in Land Lot 487, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 144.50 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 14° 47' 19" West, 144.40 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Georgia State Route 141

1. 127.17 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 09° 12' 25" West, 127.13 feet; thence, leaving the aforesaid line of Georgia State Route 141 and running
2. South 46° 29' 56" West, 114.63 feet; thence,
3. South 88° 13' 23" West, 210.25 feet; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet; thence,
5. North 01° 46' 37" West, 151.50 feet; thence,
6. North 88° 13' 23" East, 124.00 feet; thence,
7. North 01° 46' 37" West, 8.00 feet; thence,
8. North 88° 12' 08" East, 237.53 feet to the Point of Beginning, containing 64,570 square feet or 1.4823 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

Exhibit C

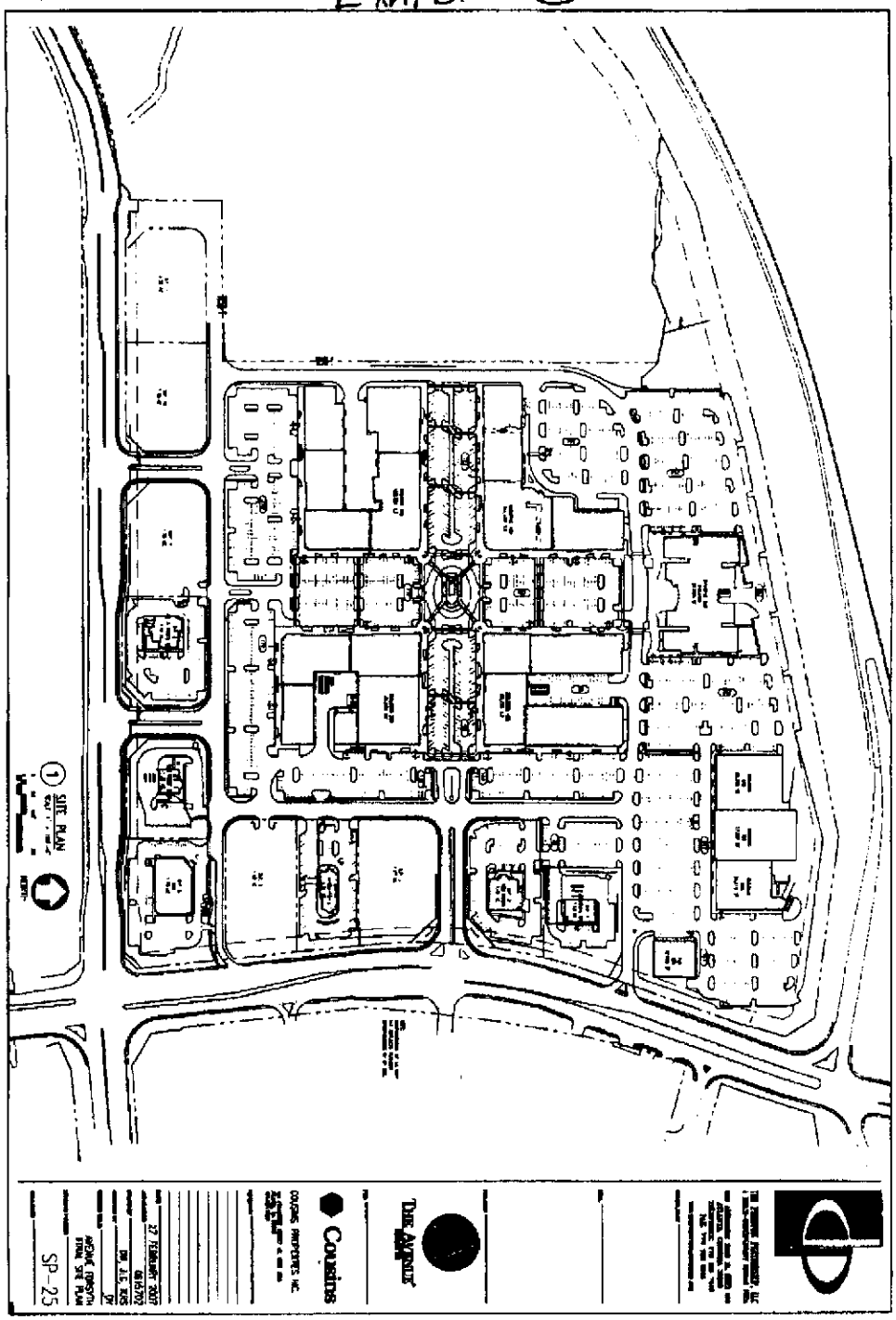


EXHIBIT "D"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

1. South 13° 21' 19" West, 122.30 feet to a point; thence,
2. South 17° 45' 27" West, 362.84 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
3. North 65° 02' 30" West, 73.98 feet to a point; thence,
4. South 88° 13' 23" West, 224.42 feet to a point; thence,
5. South 01° 46' 37" East, 213.00 feet to a point; thence,
6. South 88° 13' 23" West, 124.00 feet to a point; thence,
7. South 01° 46' 37" East, 151.50 feet to a point; thence,
8. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
9. North 88° 13' 23" East, 210.25 feet to a point; thence,
10. North 46° 29' 58" East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
11. 221.90 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 02° 02' 06" West, 221.67 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
12. North 46° 27' 19" West, 98.28 feet to a point; thence,
13. South 88° 13' 23" West, 211.96 feet to a point; thence,
14. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
15. South 01° 46' 37" East, 470.00 feet to a point; thence,
16. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
17. North 88° 13' 23" East, 278.39 feet to a point; thence,
18. 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61° 02' 30" East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
19. South 07° 55' 10" East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
20. 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78° 36' 11" West, 22.18 feet to a point; thence,
21. South 88° 13' 23" West, 235.33 feet to a point; thence, 21.76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43° 42' 36" West, 19.63 feet to a point; thence,
22. South 00° 48' 09" East, 7.74 feet to a point; thence,
23. South 88° 13' 23" West, 271.85 feet to a point; thence,
24. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
25. South 01° 46' 37" East, 106.91 feet to a point; thence,
26. South 46° 42' 02" East, 86.28 feet to a point; thence,
27. North 88° 13' 23" East, 181.74 feet to a point; thence,
28. South 84° 54' 09" East, 100.26 feet to a point on the northerly Right-of-Way of the Forsyth Connector a.k.a. Ronald Reagan Parkway (having a variable Right-of-Way); thence, running with the aforesaid Right-of-Way of Ronald Reagan Parkway
29. South 88° 13' 23" West, 478.32 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway

30. North 43° 13' 40" East, 86.42 feet to a point; thence,
31. North 01° 46' 37" West, 118.90 feet to a point; thence,
32. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet to a point; thence,
33. South 88° 13' 23" West, 502.00 feet to a point; thence,
34. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43° 13' 23" West, 58.69 feet to a point; thence,
35. South 01° 46' 37" East, 107.44 feet to a point; thence,
36. South 47° 14' 35" East, 86.35 feet to a point; thence,
37. North 88° 13' 23" East, 181.81 feet to a point; thence,
38. South 84° 52' 29" East, 99.85 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway; thence, running with the said Right-of-Way of Ronald Reagan Parkway
39. South 88° 13' 23" West, 1046.19 feet to a point ; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway
40. 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86° 12' 59" West, 73.54 feet to a point; thence,
41. North 43° 13' 42" East, 34.77 feet to a point; thence,
42. North 88° 13' 25" East, 20.00 feet to a point; thence,
43. North 01° 45' 53" West, 25.00 feet to a point; thence,
44. North 88° 10' 02" East, 1.25 feet to a point; thence,
45. North 01° 46' 37" West, 215.60 feet to a point; thence,
46. North 88° 13' 23" East, 414.98 feet to a point; thence,
47. North 01° 46' 37" West, 1133.63 feet to a point; thence,
48. North 81° 01' 22" West, 127.25 feet to a point; thence,
49. South 67° 55' 30" West, 66.08 feet to a point; thence,
50. South 53° 56' 35" West, 26.56 feet to a point; thence,
51. North 80° 32' 07" West, 45.35 feet to a point; thence,
52. South 69° 05' 40" West, 28.47 feet to a point; thence,
53. North 41° 57' 40" West, 49.83 feet to a point; thence,
54. South 70° 47' 46" West, 60.76 feet to a point; thence,
55. North 85° 14' 26" West, 84.43 feet to a point; thence,
56. South 68° 38' 52" West, 37.47 feet to a point; thence,
57. South 82° 53' 10" West, 16.25 feet to a point; thence,
58. North 19° 02' 14" West, 2.16 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400; thence, running with the aforesaid Right-of-Way of Georgia State Highway 400
59. North 85° 08' 38" West, 80.71 feet to a point; thence,
60. North 62° 03' 32" East, 210.22 feet to a point; thence,
61. North 73° 20' 13" East, 615.65 feet to a point; thence,
62. North 76° 43' 36" East, 1054.76 feet to a point; thence,
63. South 84° 11' 20" East, 484.66 feet to a point; thence,
64. South 33° 25' 42" East, 89.60 feet to the point of beginning containing 2,429,404 square feet or 55.7715 acres of land, more or less.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 824.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 553.61 feet; thence, South 08° 14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41° 16' 04" West, 43.44 feet; thence, South 88° 13' 23" West, 99.55 feet; thence, South 81° 23' 16" West, 67.22 feet; thence, South 88° 13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84° 52' 29" West, 99.85 feet; thence, South 88° 13' 23" West, 181.81 feet; thence, South 88° 13' 23" West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence,

leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88° 13' 23" West, 472.13 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running
2. North 47° 32' 54" West, 86.36 feet to a point; thence,
3. North 01° 46' 37" West, 107.76 feet to a point; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43° 13' 23" East, 58.69 feet to a point; thence,
5. North 88° 13' 23" East, 500.02 feet to a point; thence,
6. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46° 46' 37" East, 58.69 feet to a point; thence,
7. South 01° 46' 37" East, 119.17 feet to a point; thence,
8. South 43° 19' 30" West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the point of beginning, containing 118,343 square feet or 2.7168 acres of land, more or less

Said Shopping Center Remainder tract contains 2,311,061 square feet or 53.0547 acres of land, more or less and is subject to all Rights-of-Way and easements, both recorded and unrecorded.

Doc ID: 011884140006 Type: GLR
Filed: 03/12/2010 at 09:50:12 AM
Fee Amt: $22.00 Page 1 of 6
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 5644 PG 735-740

(Space Above for Recorder's use)

PLEASE RECORD AND RETURN TO:

LESLIE HUDSON
FIRST AMERICAN TITLE INSURANCE COMPANY
NATIONAL COMMERCIAL SERVICES
SIX CONCOURSE PARKWAY
ATLANTA, GEORGIA 30328
FILE NO.: NCS 429243

Cross Reference: Deed Book 5242, page 483;
Forsyth County, Georgia records

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made and entered into as of the 9th day of March, 2010, by and between CP-FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("Assignor") and R Red LLC, a Washington limited liability company ("Assignee").

WITNESSTH:

WHEREAS, contemporaneously with the execution hereof, Assignor has conveyed to Assignee certain real property located in Forsyth County, Georgia, and more particularly described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, in connection with said conveyance, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to a certain ground lease affecting the Property, subject to the terms and conditions hereof, Assignee desires to assume Assignor's obligations with respect to said ground lease;

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) I hand paid to Assignor by Assignee, Assignee's purchase of the Property and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee hereby covenant and agree as follows:

1. Assignor hereby unconditionally and absolutely assigns, transfers, sets over and conveys to Assignee, without warranty or representation of any kind, express or implied, all of Assignor's right, title, interest in, to and under that certain ground lease described on Exhibit "B" attached hereto and by this reference made a part hereof affecting or relating to the Property or the improvements thereon (the "Lease") which Lease is evidenced by that certain Memorandum of Ground Lease dated September 11, 2008, recorded in Deed Book 5242, Pages 483-496 in the records of Forsyth County, Georgia.

2. Assignee, by acceptance hereof, hereby assumes and agrees to perform all of Assignor's duties and obligations under the Lease arising from and after the date hereof.

3. Assignor shall indemnify, defend, protect and hold harmless Assignee from and against all obligations of the "lessor" or "landlord" under the Lease (including, without limitation, attorneys fees, costs and expenses reasonably incurred in connection with any litigation or threatened litigation) to the extent such obligations were applicable to the period and required to be performed prior to the date of this Assignment. Assignee shall indemnify, defend, protect and hold harmless Assignor from and against all obligations of the "lessor" or the "landlord" under the Lease (including, without limitation, attorneys fees, costs and expenses reasonably incurred in connection with any litigation or threatened litigation) to the extent that such obligations are applicable to the period and required to be performed from and after the date of this Assignment.

4. If either party to this Assignment brings suit to enforce the terms of this Assignment, or to recover damages for their breach, the substantially prevailing party shall be entitled to recover its reasonable costs and expenses (including, without limitation, reasonable fees of attorneys, expert witnesses, accountants, court reporters and others) incurred in connection therewith including all such reasonable costs and expenses incurred in: (a) trial and appellate court proceedings, (b) connection with any and all counterclaims asserted by one party to this Assignment against another whether or not such counterclaims arise out of or are otherwise related to this Assignment, (c) in bankruptcy or other insolvency proceedings, and (d) in post-judgment collection proceedings.

5. This Assignment shall inure to the benefit of and be binding upon Assignor and Assignee, their respective legal representatives, successors and assigns. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same Assignment.

[Signatures commence on following page]

IN WITNESS WHEREOF, the duly authorized representatives of Assignor and Assignee have caused this Assignment to be properly executed under seal as of this day and year first above written.

"ASSIGNOR":

Signed, sealed and delivered in the presence of:

CP – FORSYTH INVESTMENTS LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated, a Georgia corporation, its sole member

Witness

By: _____
Name: DAVID C. NELSON
Title: SENIOR VICE PRESIDENT

Notary Public - MARY J. SHIPE

My Commission Expires:

(CORPORATE SEAL)

(NOTARY SEAL)

(signatures continue on the following page)

2151025v1

"ASSIGNEE":

Signed, sealed and delivered
in the presence of:

R RED LLC,
a Washington limited liability company

Witness

By: _____ (SEAL)
Name: Reddy Akkem
Title: Manager

Notary Public

My Commission Expires:

3/30/10

(NOTARY SEAL)



Exhibit "A"

Legal Description

THE AVENUE FORSYTH
"Out-Parcel Two"

All that tract of parcel of land lying and being in Land Lot 487, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence South 17° 45' 27" West, 398.05 feet to a point; thence, 144.50 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 14° 47' 19" West, 144.40 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Georgia State Route 141

1. 127.17 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 09° 12. 25" West, 127.13 feet; thence, leaving the aforesaid line of Georgia State Route 141 and running
2. South 46° 29' 56" West, 114.63 feet; thence,
3. South 88° 13' 23" West, 210.25 feet; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69; thence
5. North 01° 46' 37" West, 151.50 feet; thence,
6. North 88° 13' 23" East, 124.00 feet; thence
7. North 01° 46' 37" West, 8.0 feet; thence,
8. North 88 ° 13' 23" East, 237.53 to the Point of Beginning, containing 64,570 square feet or 1.4823 acres of land, more or less.

Exhibit "B"

Description of Lease

1. Lease Agreement dated October 2, 2007 between CP-Forsyth Investments LLC, as successor in interest to, Avenue Forsyth, LLC and Red Robin International, Inc, as amended, if applicable.

After recording, please return to:
Pamela F. Roper, Esq.
Cousins Properties Incorporated
191 Peachtree Street, N.E., Suite 3600
Atlanta, Georgia 30303

Doc ID: 011344200017 Type: GLR
Filed: 08/26/2009 at 09:41:00 AM
Fee Amt: $42.00 Page 1 of 17
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 5515 PG 627-643

STATE OF GEORGIA

COUNTY OF FORSYTH

AGREEMENT REGARDING OUTPARCEL RESTRICTION
AVENUE FORSYTH
(OUTPARCELS 3, 9 AND 11)

THIS AGREEMENT REGARDING OUTPARCEL RESTRICTION (this "Agreement") is made and entered into effective July 2, 2009, (the "Effective Date"), by and between AVENUE FORSYTH LLC, a Georgia limited liability company ("AF LLC") and CP – FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("CPFI").

WITNESSETH:

WHEREAS, AF LLC is the owner of the Shopping Center Tract (as hereinafter defined) and CPFI is the owner of the Restricted Outparcels (as hereinafter defined); and

WHEREAS, AF LLC desires to place a certain restrictive covenant on the use of the Restricted Outparcels as provided herein; and

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by AF LLC and CPFI, intending to be legally bound hereby, agree as follows:

1. Definitions. The following words and terms used or referred to in this Agreement or any amendment or modification hereof shall have the following meanings:

"Cheeky" shall mean the tenant under the Cheeky Lease, including any successors and assigns.

"Cheeky Lease" shall mean that certain Lease dated July 2, 2009, by and between AF LLC, as landlord, and Cheeky Forsyth LLC, a Georgia limited liability company, d/b/a "Cheeky Taqueria", as tenant, as the same may be amended, modified or supplemented from time to time, for certain premises within the Shopping Center Tract.

"Cheeky Restricted Use" shall mean any restaurant (i) whose theme is consistent with that of a "typical Mexican restaurant", and (ii) whose non-beverage and non-dessert

menu is at least 70% comprised of "authentic Mexican cuisine" items. As used herein, a "typical Mexican restaurant' shall be any of the restaurants which, as of the date of this Lease, operate under the following tradenames: Pure Taqueria, Lime Taqueria, Taquria del Sol, Boneyard (taqueria), Eclipse di Luna, Nuevo Laredo, Pura Vida, Pozole, Fuego, Ibiza, Agave, La Fonda, Sol y Luna, Rosa Mexicana, Cuerno, Twist, La Parilla, La Frontera, La Cazuela or any other restaurant which is substantially similar to the foregoing. As used herein, "authentic Mexican cuisine" shall refer to food items which are typically served in a "typical Mexican restaurant" (such as, for illustration purposes only, burritos, tacos, enchiladas, fajitas and quesadillas; provided, however, the Cheeky Protected Use granted hereunder shall not prohibit the sale of such dishes by a restaurant which is not both "typical Mexican restaurant" and which does not have a menu at least 70% comprised of "authentic Mexican cuisine"); provided, however, that in no event shall any other Central American (including Cuban), Latin American, South American or Spanish food be considered Mexican Food.

"Restricted Outparcels" shall mean, singularly and collectively, "Outparcel 3", "Outparcel 9", and "Outparcel 11, as preliminarily depicted on the Site Plan attached hereto as Exhibit "A" and as legally described on Exhibit "B" attached hereto.

"Restricted Outparcel Owner" shall mean the owner of any fee simple title, ground lease interest or other real estate interest in a Restricted Outparcel. As of the Effective Date, CPFI is the Restricted Outparcel Owner for each of the Restricted Outparcels.

"Restriction Period" shall mean the period of time commencing on the Effective Date and continuing until the expiration or termination of the right of Cheeky under the Cheeky Lease to the benefit of the landlord's covenant within such lease regarding the Cheeky Protected Use.

"Shopping Center Tract" shall mean that certain tract of land depicted as such on the Site Plan attached hereto as Exhibit "A" and legally described on Exhibit "C" attached hereto.

"Shopping Center Tract Owner" shall mean the entity which (i) is the owner of fee simple title or ground lease interest to at least fifty percent (50%) of the Shopping Center Tract; and (ii) is the successor to AF LLC to the "landlord's" interest under the Cheeky Lease. As of the Effective Date, AF LLC is the Shopping Center Tract Owner.

"Site Plan" shall mean the site plan prepared by The Preston Partnership, LLC, dated May 11, 2009, entitled "Avenue Forsyth Site Plan", Drawing Number SP-28, Job Number 0615702, a copy of which is attached hereto as Exhibit "A".

2. Restricted Use. CPFI hereby covenants and agrees that, during the Restriction Period, it shall not enter into a lease agreement with a tenant or occupant on any Restricted Outparcel for which it is then a Restricted Outparcel Owner if the tenant or occupant under such lease agreement intends to operate or operates a business with a

Cheeky Protected Use in any part of such Restricted Outparcel (the "Restricted Outparcel Covenant").

3. Exception to Restricted Use. The foregoing Restricted Outparcel Covenant regarding the Cheeky Protected Use shall not restrict a Restricted Parcel Owner from entering into a lease with any quick-serve or fast food restaurant, including but not limited to Qdoba, Moe's Southwest Grill or Taco Bell.

4. Violation of Covenant. In the event that a Restricted Outparcel Owner (i) violates the Restricted Outparcel Covenant with respect to its Restricted Outparcel and (ii) the offending tenant or occupant in fact operates a business with a Cheeky Protected Use (a "Restricted Parcel Covenant Violation") in such Restricted Outparcel, then (x) so long as the then-current Restricted Outparcel Owner is an affiliate of the Shopping Center Tract Owner, as the sole remedy for such Restricted Outparcel Covenant Violation, Tenant will be entitled to the remedies set forth in Section 20.1(e) of the Cheeky Lease (as though there had been a covenant violation within the Shopping Center Tract and not on a Restricted Outparcel); and (y) in the event that the then-current Restricted Outparcel Owner is not an affiliate of the Shopping Center Tract Owner, then Tenant shall not be entitled to any of the remedies set forth in Section 20.1(e) of the Cheeky Lease, but Cheeky shall have all rights and remedies against the then-current Restricted Outparcel Owner as are provided at law and in equity. Further, each Restricted Outparcel Owner shall protect, defend indemnify and hold harmless the Shopping Center Tract Owner from and against any and all claims, demands, damages, liabilities, expenses or losses arising out of or from any real or alleged Restricted Parcel Covenant Violation or any breach or default by such Restricted Outparcel Owner of the covenants and agreements in this Agreement.

5. Verification of Continuance; Termination of Agreement. AF LLC and CPFI expressly acknowledge and agree that the grant of the Restricted Outparcel Covenant shall only continue during the Restriction Period. Within thirty (30) days of receipt of written request from a Restricted Outparcel Owner, the Shopping Center Tract Owner shall verify in writing whether the Restriction Period then continues (and if it has previously terminated or expired, such writing shall verify the effective date of such termination or expiration). Upon receipt of written verification from the Shopping Center Tract Owner that the Restriction Period has expired, this Agreement shall become null and void and of no further force and effect. Further, upon receipt of written verification from the Shopping Center Tract Owner that the Restriction Period has expired, the Shopping Center Tract Owner or any Restricted Outparcel Owner (or any successor in interest) may record a termination of this Agreement, with a copy of such written verification as an exhibit to the termination, without the necessity of joinder or execution by any other party hereto.

6. Covenant Running with the Land; Successors and Assigns. Subject to Paragraph 5 hereof, AF LLC and CPFI hereby agree that the covenants set forth in this Agreement shall be deemed to be covenants running with the title to the Restricted Outparcels and the Shopping Center Tract, which covenants shall remain in full force and effect and be binding upon each Restricted Outparcel Owner and its successors-in-title and the Shopping Center Tract Owner and its successors-in-title and which shall inure to

the benefit of the Shopping Center Tract Owner and Checky and their successors-in-title. In the event the covenants set forth herein shall expire or terminate by operation of law, then, to the extent permitted by law, such covenants shall be automatically renewed and extended for the maximum period permitted by applicable law (but not in excess of the Restriction Period).

7. Constructive Notice and Acceptance. Every person or entity which now has or hereafter acquires any right, title, estate or interest in or to a Restricted Outparcel or the Shopping Center Tract is and shall conclusively be deemed to have consented and agreed to and be bound by the covenants and agreements contained herein applicable to such Restricted Outparcel or the Shopping Center Tract, as the case may be, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquires its interest.

8. Enforcement. The Restricted Outparcel Covenant set forth in this Agreement is made solely for the benefit of Checky and the Owner of the Shopping Center Tract, and the aforesaid covenant applicable to any Restricted Outparcel shall not be enforceable by the Owner or occupant of any other Restricted Outparcel. Checky and the Shopping Center Tract Owner shall have the right to grant waivers or variances with respect to the Restricted Outparcel Covenant on a case by case basis, but no such waiver or variance shall be effective unless the same shall be in writing and signed by both the Shopping Center Tract Owner and Checky. Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of any right to enforce any other covenant hereof.

9. Amendments. Except as set forth in Paragraph 5 above, this Amendment may be modified or amended only by the recordation with the Clerk of the Superior Court, Forsyth County, Georgia, of a written instrument setting forth such modification or amendment and executed by the Shopping Center Tract Owner and by the Restricted Outparcel Owner(s) whose Restricted Outparcel(s) is or are the subject of the applicable modification or amendment. The Restricted Outparcel Owner(s) whose Restricted Outparcel(s) is or are not the subject of a particular modification or amendment to this Agreement shall not be a necessary party to such modification or amendment. There shall be no termination or extinguishment of this Agreement with respect to a Restricted Outparcel by reason of the fact that the same person or entity may own both the applicable Restricted Outparcel and the Shopping Center Tract, and except as set forth in Paragraph 5 above, any such termination or extinguishment of this Agreement with respect to a Restricted Outparcel shall occur only by the recordation with the Clerk of the Superior Court, Forsyth County, Georgia of a written instrument of termination executed by the Shopping Center Tract Owner.

10. Notices. Unless otherwise specified in this Agreement, all notices, requests or other communications that any party may desire or be required to give hereunder shall be in writing and shall be given by hand, or by depositing the same in the United States mail, first class postage prepaid, certified mail, return receipt requested, or by a recognized overnight courier service providing confirmation of delivery, and addressed as follows:

If to AF LLC: c/o Cousins Properties Incorporated
191 Peachtree Street
Suite 3600
Atlanta, Georgia 30303-1740
Attn: Corporate Secretary

If to CPFI: c/o Cousins Properties Incorporated
191 Peachtree Street
Suite 3600
Atlanta, Georgia 30303-1740
Attn: Corporate Secretary

or such other address as either party may from time to time specify in writing to the other. All notices given pursuant to this Paragraph 10 shall be deemed to have been given (i) if delivered by hand on the date of delivery or on the date delivery was refused by the addressee, or (ii) if delivered by the United States mail or by overnight courier on the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee).

11. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, such holding shall not affect the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable. Exhibit "A", Exhibit "B" and Exhibit "C" are hereby incorporated into this Agreement and made a part hereof by reference thereto.

[signature on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

"AF LLC"

AVENUE FORSYTH LLC,
A Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Steve V. Yenser
Executive Vice President

[CORPORATE SEAL]

"CPFI"

CP – FORSYTH INVESTMENTS LLC,
A Georgia limited liability company

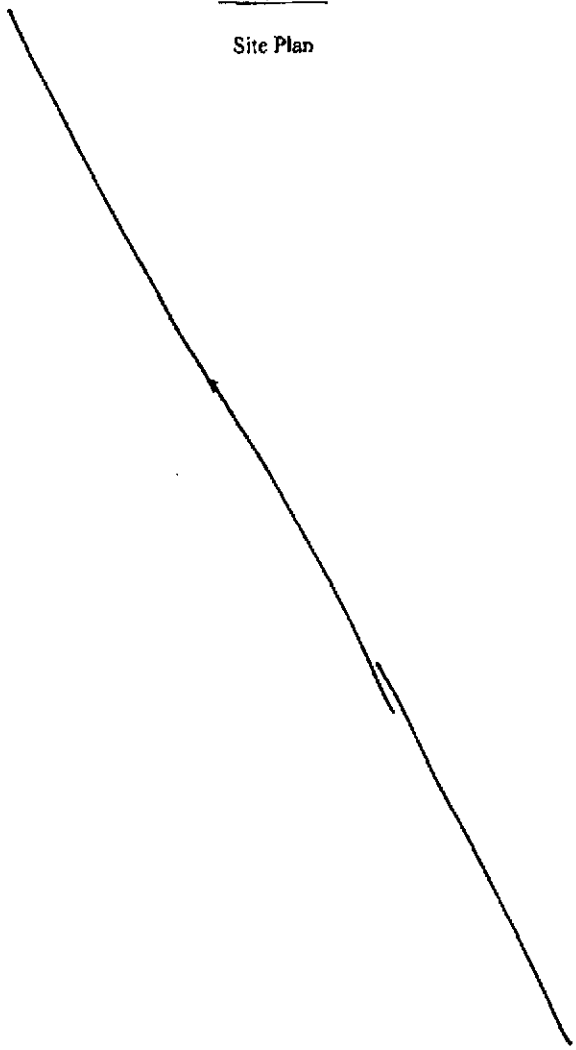
By: Cousins Properties Incorporated, a Georgia corporation, its sole member

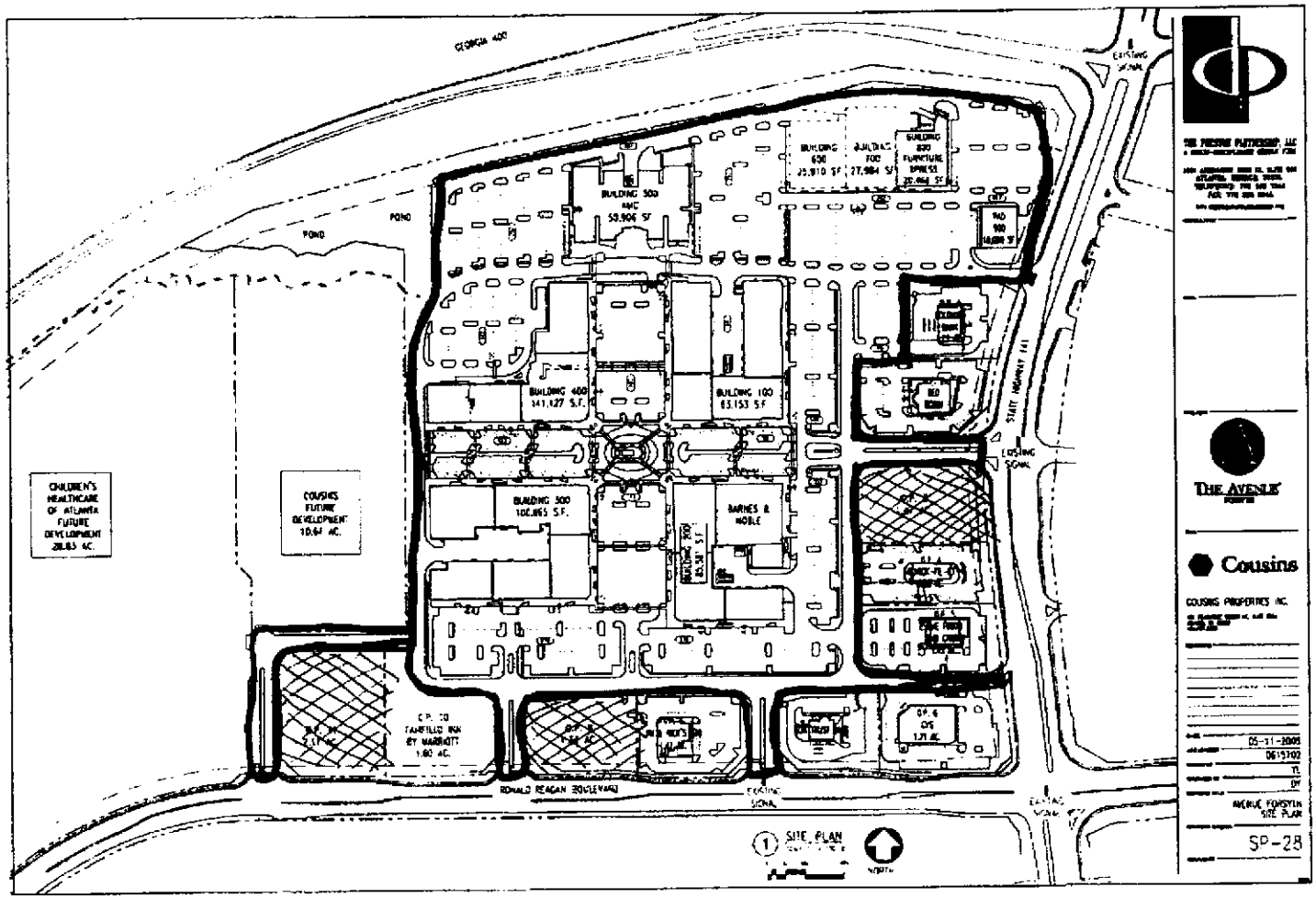
By: _____
Steve V. Yenser
Executive Vice President

[CORPORATE SEAL]

Exhibit "A"

Site Plan

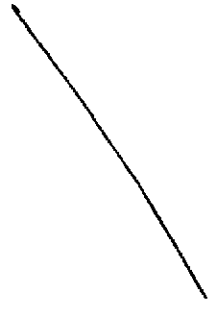




Shopping Center Outparcels 3, 9 and 11

Exhibit "B"

Legal Description of Restricted Outparcels
(Outparcels 3, 9 and 11)



The Avenue Forsyth
"Outparcel Three"

All that tract or parcel of land lying and being in Land Lots 487 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 306.05 feet to a point; thence, along the arc of curve having a chord bearing South 7 degrees 37 minutes 1 second West for 491.00 feet and having a radius of 1,394.35 feet, an arc distance of 493.57 feet to a point on said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 along the arc of a curve having a chord bearing South 06 degrees 13 minutes 17 seconds East for 131.25 feet and having a radius of 1,394.35 feet, an arc distance of 131.30 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 5.13 feet to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 88 degrees 13 minutes 23 seconds West a distance of 331.00 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 164.50 feet to a point; thence, along the arc of curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 to a point; thence, North 88 degrees 13 minutes 23 seconds East distance of 211.96 feet to a point; thence, South 46 degrees 27 minutes 19 seconds East a distance of 98.28 feet to a point on the westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 64,086 square feet or 1.4713 acres of land, more or less, as shown on that certain Parcel Separation Plat for the Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

POOR ORIGINAL

The Avenue Forsyth
"Outparcel Nine"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; run thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West a distance of 43.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West a distance of 67.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 728.69 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the northerly right-of-way line of Ronald Reagan Parkway and run with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West a distance of 50.36 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING

From the POINT OF BEGINNING as thus established, running thence with the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West a distance of 49.50 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 181.81 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and running North 47 degrees 14 minutes 35 seconds West a distance of 86.35 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 107.44 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.69 feet and having a radius of 41.50 feet, an arc distance of 65.19 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 251.00 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East a distance of 215.45 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 59,191 square feet or 1.3586 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

POOR ORIGINAL

The Avenue Forsyth
"Outparcel Eleven"

All that tract or parcel of land lying and being in Land Lot 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 19 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; run thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve having a chord bearing South 4 degrees 55 minutes 9 seconds West for 619.65 feet and having a radius of 1,394.35 feet, an arc distance of 624.87 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 553.61 feet to a point; thence, South 08 degrees 14 minutes 17 seconds East a distance of 30.62 feet to a point at the intersection with the northerly right-of-way line of Ronald Reagan Parkway (also known as the Forsyth Connector) (a variable width right-of-way); thence, run with the said northerly right-of-way line of Ronald Reagan Parkway South 41 degrees 16 minutes 04 seconds West a distance of 49.44 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 99.55 feet to a point; thence, South 81 degrees 23 minutes 16 seconds West a distance of 57.22 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 728.69 feet to a point at the intersection with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway; thence, leave the northerly right-of-way line of Ronald Reagan Parkway and run with the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway North 84 degrees 52 minutes 29 seconds West a distance of 99.86 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 181.81 feet to a point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 185.56 feet to point; thence, South 88 degrees 13 minutes 23 seconds West a distance of 242.49 feet to a point on the proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence South 88 degrees 13 minutes 23 seconds West a distance of 229.64 feet to a point; thence, leaving the said proposed northerly right-of-way line of dedication of Ronald Reagan Parkway and running North 47 degrees 32 minutes 54 seconds West a distance of 88.36 feet; thence, North 01 degrees 46 minutes 37 seconds West a distance of 107.76 feet to a point; thence, along the arc of a curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.69 and having a radius of 41.50, an arc distance of 65.19 feet to a point; thence, North 88 degrees 13 minutes 23 seconds East a distance of 250.02 feet to a point; thence, South 01 degrees 46 minutes 37 seconds East a distance of 209.50 feet to a point on the said proposed northerly right-of-way line of Ronald Reagan Parkway and the POINT OF BEGINNING.

Said Property containing 58,840 square feet or 1.3508 acres of land, more or less, as shown on that certain Parcel Separation Plat for The Avenue Forsyth, prepared by Tensmark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

Exhibit "C"

Legal Description of Shopping Center Tract

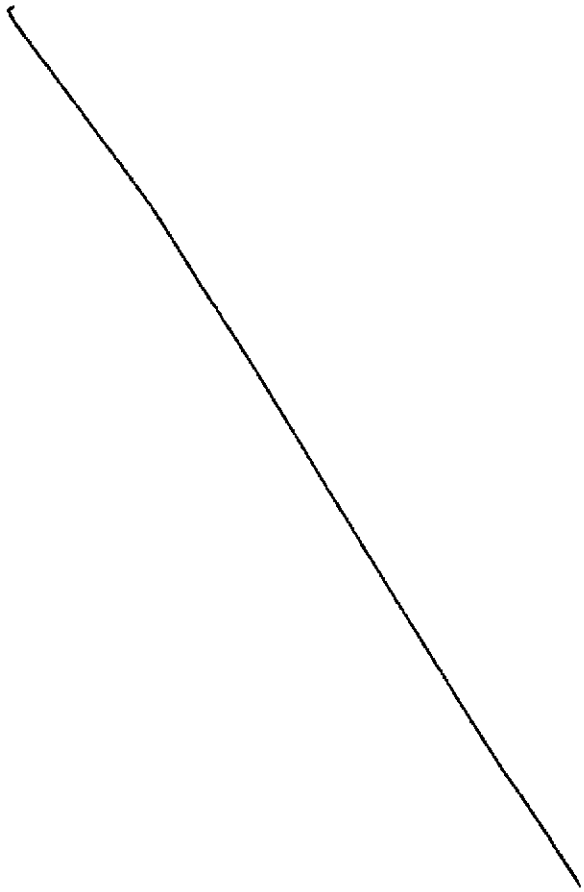


EXHIBIT "C"

SHOPPING CENTER TRACT

The Avenue Forsyth
"Shopping Center Tract"

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way) and running thence the following courses and distances:

1) Running thence, with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

   a) South 13 degrees 21 minutes 19 seconds West, 122.30 feet to a point;
   b) South 17 degrees 45 minutes 27 seconds West, 382.84 feet to a point;

2) thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

   c) North 65 degrees 02 minutes 30 seconds West, 73.96 feet to a point;
   d) South 88 degrees 13 minutes 23 seconds West, 224.42 feet to a point;
   e) South 01 degrees 46 minutes 37 seconds East, 213.00 feet to a point;
   f) South 88 degrees 13 minutes 23 seconds West, 124.00 feet to a point;
   g) South 01 degrees 46 minutes 37 seconds East, 151.50 feet to a point;
   h) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
   i) North 88 degrees 13 minutes 23 seconds East, 210.25 feet to a point;
   j) North 46 degrees 29 minutes 56 seconds East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141;

3) thence, running with the aforesaid Right-of-Way of Georgia State Route 141, 221.90 feet along the arc of a curve deflecting to the left, having a radius of 1394.35 feet and a chord bearing and distance of South 02 degrees 02 minutes 06 seconds West, 221.67 feet to a point;

4) thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

   k) North 46 degrees 27 minutes 19 seconds West, 96.28 feet to a point;
   l) South 88 degrees 13 minutes 23 seconds West, 211.96 feet to a point;
   m) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
   n) South 01 degrees 46 minutes 37 seconds East, 470.00 feet to a point;
   o) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
   p) North 88 degrees 13 minutes 23 seconds East, 278.39 feet to a point;

q) 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61 degrees 02 minutes 30 seconds East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141;

5) thence, running with the aforesaid Right-of-Way of Georgia State Route 141, South 07 degrees 55 minutes 10 seconds East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141 and running the following courses and distances:

r) 22.29 feet along the arc of a curve deflecting to the right, having a radius of 68.37 feet and a chord bearing and distance of South 78 degrees 36 minutes 11 seconds West, 22.18 feet to a point;
s) South 88 degrees 13 minutes 23 seconds West, 235.33 feet to a point;
t) 76 feet along the arc of a curve deflecting to the left, having a radius of 13.96 feet and a chord bearing and distance of South 43 degrees 42 minutes 36 seconds West, 19.63 feet to a point;
u) South 00 degrees 48 minutes 09 seconds East, 7.74 feet to a point;
v) South 88 degrees 13 minutes 23 seconds West, 271.85 feet to a point;
w) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
x) South 01 degrees 46 minutes 37 seconds East, 106.91 feet to a point;
y) South 46 degrees 42 minutes 02 seconds East, 86.28 feet to a point;
z) North 88 degrees 13 minutes 23 seconds East, 181.74 feet to a point;
aa) South 84 degrees 54 minutes 09 seconds East, 100.28 feet to a point on the northerly Right-of-Way of the Forsyth Connector a.k.a. Ronald Reagan Parkway (having a variable Right-of-Way);

6) thence, running with the aforesaid Right-of-Way of Ronald Reagan Parkway South 88 degrees 13 minutes 23 seconds West, 476.32 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway and running the following courses and distances:

bb) North 43 degrees 13 minutes 40 seconds East, 86.42 feet to a point;
cc) North 01 degrees 46 minutes 37 seconds West, 118.90 feet to a point;
dd) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46 degrees 46 minutes 37 seconds West, 58.69 feet to a point;
ee) South 88 degrees 13 minutes 23 seconds West, 502.00 feet to a point;
ff) 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43 degrees 13 minutes 23 seconds West, 58.69 feet to a point;
gg) South 01 degrees 46 minutes 37 seconds East, 107.44 feet to a point;
hh) South 47 degrees 14 minutes 35 seconds East, 86.35 feet to a point;
ii) North 88 degrees 13 minutes 23 seconds East, 181.61 feet to a point;
jj) South 84 degrees 52 minutes 29 seconds East, 99.85 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway;

7) thence, running with the said Right-of-Way of Ronald Reagan Parkway, South 88 degrees 13 minutes 23 seconds West, 1046.19 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway and running the following courses and distances:

kk) 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86 degrees 12 minutes 59 seconds West, 73.54 feet to a point;
ll) North 43 degrees 13 minutes 42 seconds East, 34.77 feet to a point;
mm) North 88 degrees 13 minutes 25 seconds East, 20.00 feet to a point;
nn) North 01 degrees 46 minutes 53 seconds West, 25.00 feet to a point;
oo) North 88 degrees 10 minutes 02 seconds East, 1.25 feet to a point;
pp) North 01 degrees 46 minutes 37 seconds West, 215.60 feet to a point;,
qq) North 88 degrees 13 minutes 23 seconds East, 420.71 feet to a point;
rr) North 02 degrees 18 minutes 41 seconds West, 1134.60 feet to a point;
ss) North 81 degrees 01 minutes 22 seconds West, 122.31 feet to a point;
tt) South 87 degrees 56 minutes 30 seconds West, 66.06 feet to a point;
uu) South 53 degrees 56 minutes 35 seconds West, 25.56 feet to a point;
vv) North 80 degrees 32 minutes 07 seconds West, 45.36 feet to a point;
ww) South 69 degrees 05 minutes 40 seconds West, 28.47 feet to a point;
xx) North 41 degrees 57 minutes 40 seconds West, 49.83 feet to a point;
yy) South 70 degrees 47 minutes 48 seconds West, 60.76 feet to a point;
zz) North 85 degrees 14 minutes 28 seconds West, 84.43 feet to a point;
aaa) South 68 degrees 38 minutes 52 seconds West, 37.47 feet to a point;
bbb) South 82 degrees 53 minutes 10 seconds West, 16.25 feet to a point;
ccc) North 19 degrees 02 minutes 14 seconds West, 2.16 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400;

s) thence, running with the aforesaid Right-of-Way of Georgia State Highway 400 the following courses and distances:

ddd) North 85 degrees 06 minutes 38 seconds West, 60.71 feet to a point;
eee) North 82 degrees 09 minutes 32 seconds East, 210.22 feet to a point;
fff) North 73 degrees 20 minutes 13 seconds East, 615.65 feet to a point;
ggg) North 76 degrees 43 minutes 36 seconds East, 1054.76 feet to a point;
hhh) South 84 degrees 11 minutes 20 seconds East, 484.68 feet to a point;
iii) South 33 degrees 25 minutes 42 seconds East, 89.80 feet to the point of beginning containing 2,429,404 square feet or 55.7715 acres of land, more or less.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13 degrees 21 minutes 19 seconds West, 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West, 396.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04 degrees 55 minutes 09 seconds West, 619.65 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East, 553.61 feet; thence, South 08 degrees 14 minutes 17 seconds East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41 degrees 16 minutes 04 seconds West, 43.44 feet; thence,

South 88 degrees 13 minutes 23 seconds West, 99.55 feet; thence, South 81 degrees 23 minutes 16 seconds West, 67.22 feet; thence, South 88 degrees 13 minutes 23 seconds West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84 degrees 52 minutes 29 seconds West, 99.85 feet; thence, South 88 degrees 13 minutes 23 seconds West, 161.81 feet; thence, South 88 degrees 13 minutes 23 seconds West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway:

1. South 88 degrees 13 minutes 23 seconds West, a distance of 472.13 feet;
2. thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running the following courses and distances:

   a) North 47 degrees 32 minutes 54 seconds West, 66.36 feet to a point;
   b) North 01 degrees 46 minutes 37 seconds West, 107.76 feet to a point;
   c) 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43 degrees 13 minutes 23 seconds East, 58.69 feet to a point;
   d) North 88 degrees 13 minutes 23 seconds East, 500.02 feet to a point;
   e) 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46 degrees 46 minutes 37 seconds East, 58.69 feet to a point;
   f) South 01 degrees 46 minutes 37 seconds East, 119.17 feet to a point;
   g) South 43 degrees 19 minutes 30 seconds West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the point of beginning, containing 118,343 square feet or 2.7166 acres of land, more or less

Said Shopping Center tract contains 2,311,061 square feet or 53.0547 acres of land, more or less.

Water Dept

After recording please return to:
Ronnie Grizzle
110 East Main Street
Suite 150
Cumming, GA 30040

Doc ID: 011923600012 Type: GLR
Filed: 08/20/2010 at 03:51:41 PM
Fee Amt: $0.00 Page 1 of 12
Transfer Tax: $0.00
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK5756 PG69-80

STATE OF GEORGIA

COUNTY OF FORSYTH

UTILITY EASEMENT
(CP- Forsyth – Sanitary Sewer Easement)

KNOW ALL MEN BY THESE PRESENTS, that as of the 5th day of August, 2010, the undersigned CP – FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("CP-Forsyth"), and AVENUE FORSYTH LLC, a Georgia limited liability company ("Avenue Forsyth"; CP-Forsyth and Avenue Forsyth individually or collectively, as may be indicated by the context, "Grantor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto FORSYTH COUNTY, GEORGIA, a political subdivision of the State of Georgia (herein called "Grantee"), a perpetual exclusive (subject to limitations below) right, privilege and easement (herein called the "Easement") in, to, across, over, upon, under and through the lands of Grantor located in Land Lot 523, 2nd District, and 1st Section of Forsyth County, Georgia (herein called the "Land") being more particularly described on Exhibit "A" and shown on Exhibit "B" and by this reference incorporated herein and made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of an underground gravity sanitary sewer line (hereinafter the "Installations"), for the purpose of channeling or distributing water, sewage, reuse water or treated effluent, storm water runoff, and such other substances as the Forsyth County Water and Sewer Department, or its successor, may find it necessary to manage, treat, distribute, provide, sell, or dispose

of, together with the reasonable right of entry into and upon the Land for the purpose of effecting the foregoing rights, privileges and easements;

By its acceptance hereof, Grantee hereby agrees with Grantor, its successors, assigns, and successors in title, that the rights, privileges and easements shall be exercised on the following terms and conditions:

1. Grantee shall operate, repair, replace and maintain continuously the Installations upon the Land, which shall be maintained in good order and repair.

2. The Installations shall be maintained within the location of the Land as shown and/or described on Exhibit "A" and shown on Exhibit "B". Temporary construction easements, if applicable, shall be utilized to facilitate construction and installation within the areas designated for such purpose on Exhibit "A" and shown on Exhibit "B" and shall expire TWO (2) year(s) from the start date of construction or upon completion and acceptance of the project by Forsyth County, whichever first occurs.

3. Any relocation of the Installations as may be requested by Grantor shall be made at Grantor's expense, provided Grantee approves the relocation, which approval shall not be unreasonably withheld.

4. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement or that may hereafter be placed on the Easement by Grantor or any other person or entity in violation of the terms and conditions of this agreement.

5. Grantee shall have the right, when required by law, governmental regulation, or necessity to conduct scientific or other studies including but not limited to environmental, geotechnical, and archaeological studies on or below the ground surface of the Easement.

6. The Easement granted herein is exclusive; however, Grantor shall have the right to use the Easement in all manners that are not inconsistent with the rights granted to Grantee and which are not in violation of Grantee's regulations regarding the use of exclusive sewer easements. Specifically, the Easement shall be limited by the following: (a) the Easement may be crossed by other public or private streets and utilities, sidewalks, paving and parking areas, provided that they are not inconsistent with the rights granted to Grantee herein and that all applicable local, state and federal laws, ordinances and regulations are complied with, and further provided that any proposed grading (cut or fill) does not impact the Installations; and (b) the surface of the Easement area may be used by Grantor, its successors, assigns and successors-in-title, for landscaping provided no trees are planted thereon, and further provided such uses are not inconsistent with the rights granted to Grantee herein. By way of example and without limitation of Grantee's control, no structures other than

fences (which shall not exceed eight [8] feet in height) may be erected upon the Easement. Any fences so erected shall be of a type that could easily be removed should maintenance of the Installation be required (stone or brick fences are examples of types that are not permitted), must be gated sufficiently to enable the passage of service vehicles along the Easement area, and must be approved in advance in writing by the Grantee. Furthermore, no grading (cut or fill) may be done within the Easement, without approval from the Grantee.

7. If any landscaping, driveway, parking lot, street or road, whether or not paved, which is located on the Land and which is permitted pursuant to Paragraph 6 hereof is damaged or removed as a result of the construction, installation or repair of the Installations by Grantee, Grantee shall, at its sole cost and expense, repair, restore or replace such landscaping, driveway, parking lot, street or road to the condition in which it existed immediately prior to such construction or repair of the Installations.

The terms and conditions hereof shall be binding upon, and inure to the benefit of the successors, assigns and successors-in-title of the respective parties hereto.

TO HAVE AND TO HOLD said Easement perpetually unto Grantee, its successors and assigns, together with the right, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the limitations and covenants herein set forth.

(Signatures commence on the following page)

IN WITNESS WHEREOF, Grantor has executed and delivered this Easement under seal as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

(NOTARY SEAL)

CP - FORSYTH INVESTMENTS LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated, a
Georgia corporation

By:
Name: William Bassett
Title: Senior Vice President

Attest:
Name: Robert M. Jackson
Title: Secretary

(CORPORATE SEAL)

(Signatures continue on the following page)

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

[NOTARY SEAL]

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member and manager

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By:
Name: William Bassett
Title: Senior Vice President

Attest:
Name: Robert M. Jackson
Title: Secretary

[(CORPORATE SEAL)]

(Signatures continue on the following page)

Signed, sealed and delivered
in the presence of:

Cindy Henderson
Witness

Carla Lloyd
Notary Public

My Commission Expires: 5-28-13

[NOTARIAL SEAL]

FORSYTH COUNTY BOARD OF COMMISSIONERS

By: _____ (SEAL)
County Manager

Attest: Sonya Bush
Clerk to the Board of Commissioners

EXHIBIT "A"

DESCRIPTION OF PERMANENT AND TEMPORARY CONSTRUCTION EASEMENT AREAS

Parcel A

All that tract or parcel of land lying and being in Land Lot 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at a ½" rebar found common to Land Lots 485, 486, 523 and 524 of the aforesaid District and Section of Forsyth County, Georgia, as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase Two, recorded in PB 126 pages 235 through 240 among the land records in Forsyth County, Georgia; thence, leaving the aforesaid point and running South 63° 44' 55" East, 1059.01 feet to the TRUE POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING as thus established and running the following courses and distances:

1. North 01° 46' 37" West, 13.79 feet; thence,
2. North 28° 13' 23" East, 19.66 feet; thence,
3. North 01° 46' 37" West, 115.36 feet; thence,
4. North 88° 13' 23" East, 6.32 feet; thence,
5. South 02° 51' 31" East, 145.34 feet; thence,
6. South 85° 36' 51" West, 18.91 feet to the point of beginning, containing 1,336 square feet or 0.0307 acres of land, more or less.

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

Parcel B

All that tract or parcel of land lying and being in Land Lot 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at a ½" rebar found common to Land Lots 485, 486, 523 and 524 of the aforesaid District and Section of Forsyth County, Georgia, as shown on the Minor Subdivision Plat for The Avenue Forsyth - Phase Two, recorded in PB 126 pages 235 through 240 among the land records in Forsyth County, Georgia; thence, leaving the aforesaid point and running South 71° 22' 07" East, 1007.90 feet to the TRUE POINT OF BEGINNING.

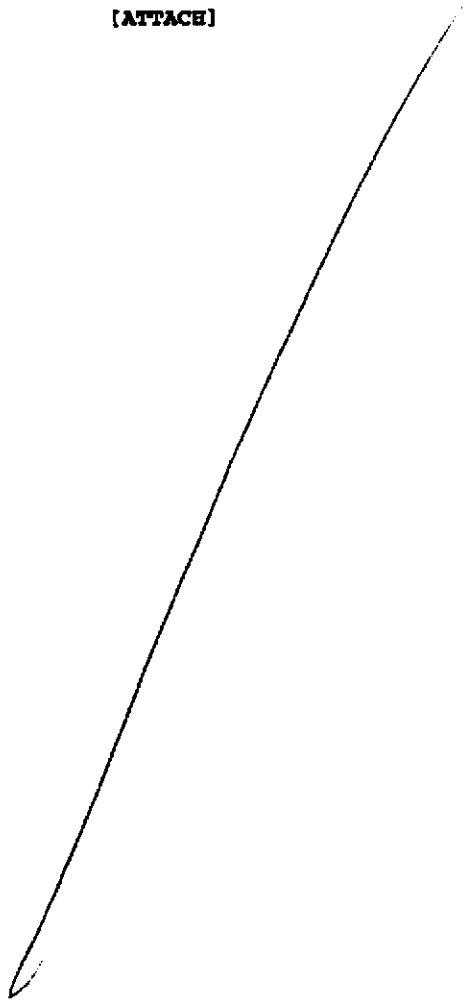
Thence, from said POINT OF BEGINNING as thus established and running the following courses and distances:

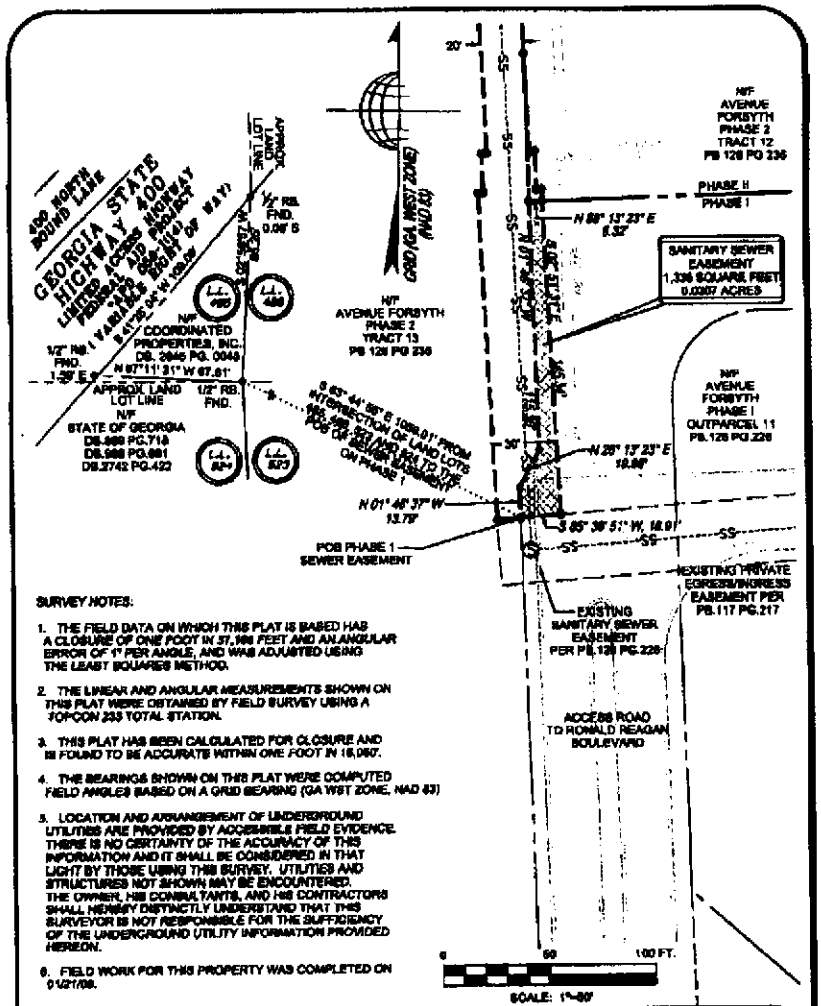
1. North 01° 46' 37" West, 69.72 feet; thence,
2. South 02° 51' 31" East, 46.58 feet; thence,
3. North 87° 08' 29" East, 2.50 feet; thence,
4. South 02° 51' 31" East, 18.00 feet; thence,
5. North 87° 08' 29" East, 2.50 feet; thence,
6. South 02° 51' 31" East, 5.25 feet; thence,
7. South 88° 13' 23" West, 6.32 feet to the TRUE POINT OF BEGINNING, containing 117 square feet or 0.0027 acres of land, more or less.

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

EXHIBIT "B"
Parcel A

[ATTACH]





SURVEY NOTES:

1. THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 37,186 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.
2. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY FIELD SURVEY USING A TOPCON 233 TOTAL STATION.
3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 16,050'.
4. THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED FIELD ANGLES BASED ON A GRID BEARING (GA WST ZONE, NAD 83)
5. LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES ARE PROVIDED BY ACCESSIBLE FIELD EVIDENCE. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS SURVEY. UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS CONSULTANTS, AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THIS SURVEYOR IS NOT RESPONSIBLE FOR THE SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION PROVIDED HEREON.
6. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON 01/21/09.

LEGEND

PROPERTY LINE	
PROPOSED EASEMENT	
SANITARY SEWER	SS
EXISTING EASEMENT	
SEWER MANHOLE	S
IRON PIN SET	IPS
CURB & GUTTER	C&G

SANITARY SEWER EASEMENT
@ THE AVENUES FORSYTH
PHASE 1

LOCATED IN LAND LOT 523
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA

S:\SURVEY\2008-233\EXHIBITS.DGN

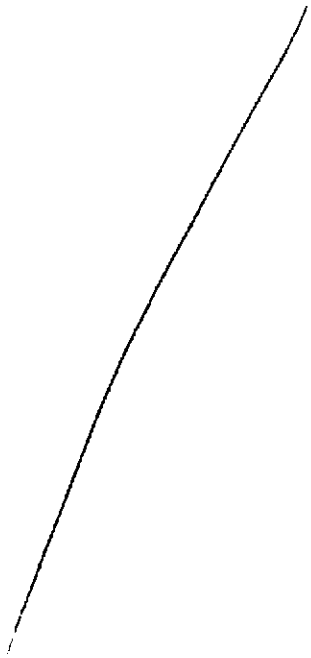
Proj. # 2008-233D
Survey Crew: SL
Drawn By: NHH
Approved By: BSB
Date: 3/01/10
Scale: 1" = 50'
PAGE: 1 OF 1

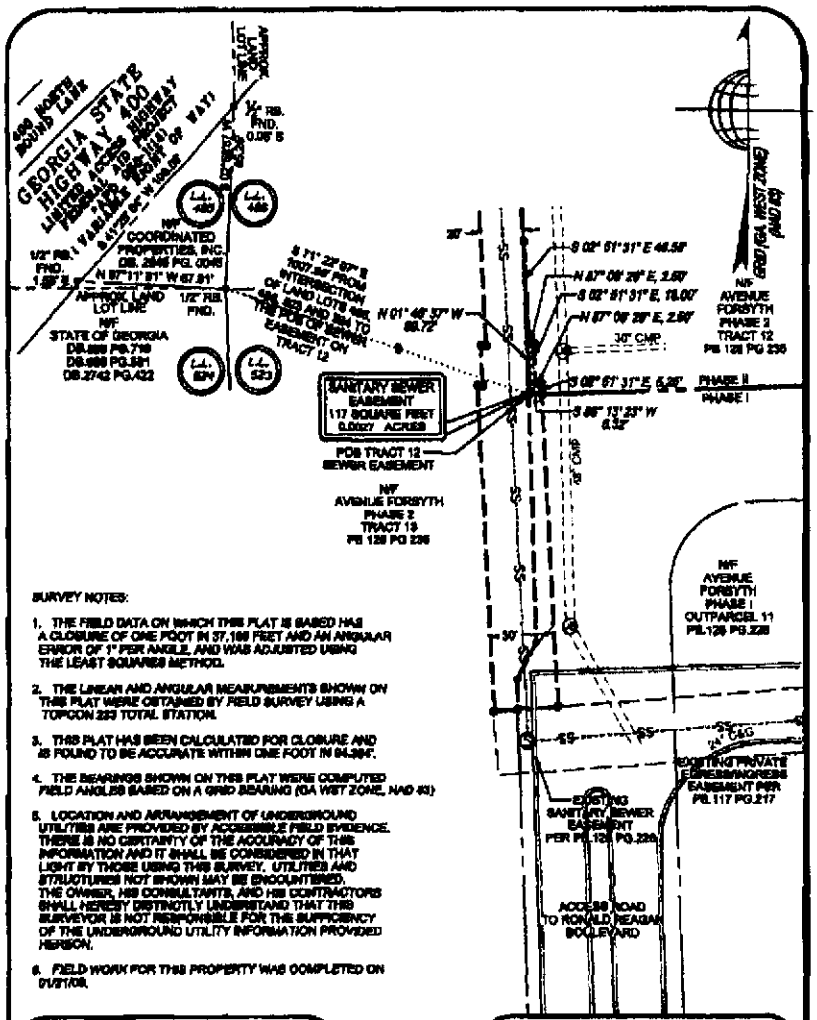
TerraMark Professional Land Surveying

TerraMark Land Surveying, Inc.
200 Old Dawson Village Road
Suite 120
Dawsonville, Georgia 30534
Phone No. (678) 547-1800
Fax. No. (706) 265-8342

Parcel B

[ATTACH]





SURVEY NOTES:

1. THE FIELD DATA ON WHICH THIS PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 37,166 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

2. THE LINEAR AND ANGULAR MEASUREMENTS SHOWN ON THIS PLAT WERE OBTAINED BY FIELD SURVEY USING A TOPCON 233 TOTAL STATION.

3. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 94,364'.

4. THE BEARINGS SHOWN ON THIS PLAT WERE COMPUTED FIELD ANGLES BASED ON A GRID BEARING (GA WST ZONE, NAD 83)

5. LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES ARE PROVIDED BY ACCESSIBLE FIELD EVIDENCE. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS SURVEY. UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS CONSULTANTS, AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THIS SURVEYOR IS NOT RESPONSIBLE FOR THE SUFFICIENCY OF THE UNDERGROUND UTILITY INFORMATION PROVIDED HEREON.

6. FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON 01/21/09.

LEGEND

PROPERTY LINE	
PROPOSED EASEMENT	
SANITARY SEWER	SS
EXISTING EASEMENT	
SEWER MANHOLE	
IRON PIN SET	IPS
CURB & GUTTER	C&G

SANITARY SEWER EASEMENT
@ THE AVENUES FORSYTH
PHASE 2
LOCATED IN LAND LOT 523
2ND DISTRICT, 1ST SECTION,
FORSYTH COUNTY, GEORGIA

Proj. # 2009-[illegible]
Survey Crew: [illegible]
Drawn By: NRH
Approved By: [illegible]
Date: 3/01/10
Scale: 1" = 50'
PAGE: 1 OF 1

TerraMark
Professional Land Surveying

TerraMark Land Surveying, Inc.
200 Old Dawson Village Road
Suite 120
Dawsonville, Georgia 30534
Phone No. (878) 547-1600
Fax. No. (706) 265-8342

Ret David A. Wolff
Dentons + Holder Stuart Wolff LLP
98 Congress Avenue, Ste 1200
Austin, Texas 78701

After recording, please return to:
Pamela F. Roper, Esq.
Cousins Properties Incorporated
191 Peachtree Street, N.E., Suite 500
Atlanta, Georgia 30303

Doc ID: 012296340014 Type: GLR
Filed: 04/05/2011 at 10:27:30 AM
Fee Amt: $38.00 Page 1 of 14
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 5937 PG 675-688

STATE OF GEORGIA

COUNTY OF FORSYTH

AGREEMENT REGARDING OUTPARCEL RESTRICTIONS
AVENUE FORSYTH
(OUTPARCELS 3, 5, 9 AND 11)

THIS AGREEMENT REGARDING OUTPARCEL RESTRICTIONS (this "Agreement") is made and entered into effective _____, (the "Effective Date"), by and between AVENUE FORSYTH LLC, a Georgia limited liability company ("AF LLC") and CP – FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("CPFI").

WITNESSETH:

WHEREAS, AF LLC is the owner of the Shopping Center Tract (as hereinafter defined) and CPFI is the owner of the Restricted Outparcels (as hereinafter defined); and

WHEREAS, AF LLC desires to place a certain restrictive covenant on the use of the Restricted Outparcels as provided herein; and

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by AF LLC and CPFI, intending to be legally bound hereby, agree as follows:

1. Definitions. The following words and terms used or referred to in this Agreement or any amendment or modification hereof shall have the following meanings:

"Academy" shall mean the tenant under the Academy Lease, including any successors and assigns.

"Academy Lease" shall mean that certain Lease dated _____, 2011, by and between AF LLC, as landlord, and Academy, Ltd., a Texas limited partnership,

d/b/a "Academy Sports + Outdoors", as tenant, as the same may be amended, modified or supplemented from time to time, for certain premises within the Shopping Center Tract.

"Academy Protected Use" shall mean any other store in the business of selling sporting goods or sports apparel, footwear and/or sports accessories. The incidental sale of such items in connection with the overall business of another operator or tenant shall not be deemed a violation of the Academy Protected Use. As used herein, "incidental sale" shall mean less than five percent (5%) of such operator's or tenant's gross sales and less than five hundred (500) square feet of such operator's or tenant's display area (inclusive of allocable aisle space). The foregoing restriction shall not prohibit the operation of a department store such as Dillards, Kohl's or Target.

"Academy Premises" shall mean the area identified on Exhibit A attached hereto as "Academy."

"Academy Restricted Uses" shall mean the use for the following: (i) any bowling alley unless such use is part of a use such as Jillian's, Dave and Busters or Lucky Strike located at least three hundred feet (300') from the Academy Premises; (ii) any arcade unless incidental to another permitted use or such use is part of a use such as Jillian's, Dave and Busters, Lucky Strike or Chuck E Cheese located at least three hundred feet (300') from the Academy Premises; (iii) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption (i.e., less than 40% alcohol sales for restaurants north of the "Main Driveway" (herein so called and as shown on Exhibit A) and 45% for restaurants south of the Main Driveway, except that two (2) upscale bars (including wine bars or pub style restaurants) not exceeding 5,000 square feet each (such as The Grape or Fox and the Hound) shall be permitted south of the Main Driveway; (iv) any health club, spa or gymnasium within three hundred feet (300') of the Academy Premises; (v) any night club or discothèque; (vi) any second hand store (however uses such as TJ Maxx, Ross, Steinmart, or Tuesday Morning shall be allowed and quality retailers typically found in first class shopping centers shall be allowed such as Game Stop, Movie Stop, Plato's Closet, Once Upon A Child or an upscale antique store; (vii) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers); (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters or compactors located in the rear of any building or in the service court of any building); (ix) any fire sale, bankruptcy sale (unless pursuant to a court order), (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for the pickup and delivery by the ultimate consumer); (xi) any automobile, truck, or R.V. sales, leasing or repair; (xii) any skating rink unless temporary and located at least three hundred feet (300') from the Academy Premises or unless such use is part of a use such as Jillian's, Dave and Busters or Lucky Strike located at least three hundred feet (300') from the Academy Premises; (xiii) any living quarters, sleeping apartments or lodging rooms; (xiv) any veterinary hospital, animal raising facilities or pet shop, except that this prohibition only prohibits a pet shop if it is adjacent to the Academy Premises; however Petsmart, Petco or similar national chain pet stores shall be allowed adjacent to the Academy Premises; (xv) any mortuary;

(xvi) any pawn shop; (xvii) any bingo club; (xviii) any auction house; (xix) any flea market; (xx) any restaurant within one hundred feet (100') of the Academy Premises, any full service sit down restaurant within two hundred feet (200') of the Academy Premises or any restaurant in Building 100 except that existing restaurants in Building 100 can be replaced with comparable restaurant uses; (xxi) any movie theatre except as shown on Exhibit A; (xxii) any establishment selling or exhibiting pornographic materials; (xxiii) any place of religious worship (except incidentally to any movie theater use permitted hereunder); (xxiv) any ground floor training or educational facility, including but not limited to: barber colleges, reading rooms, places of instruction or other operations catering primarily to student or trainees rather than to customers, except one (1) quality operator typically found in first class shopping centers shall be permitted, such as Sylvan Learning Center, which is located at least three hundred feet (300') from the Academy Premises and contains no more than five thousand (5,000) square feet; (xxv) any "dollar store" or "big lots" discount store or other similar operation selling merchandise at less than full retail price (however tenants such as TJ Maxx, Ross, Steinmart or Tuesday Morning shall be allowed); (xxvi) any tattoo parlor; or (xxvii) any use which is a public or private nuisance. Further, no buildings or other structures within the Restricted Outparcels shall be constructed or placed outside of the "Permissible Building Areas" shown on Exhibit A. Subject to the rights of Existing Tenants, in no event shall building heights on the Restricted Outparcels and fronting State Highway 141 exceed current heights for existing buildings and twenty-six feet (26') in height (with an additional two feet [2'] for architectural features provided that such features shall cover not more than fifteen percent [15%] of any linear building façade) for new buildings constructed on the Restricted Outparcels.

"Existing Tenants" shall mean tenants and occupants under Ground Lease dated January 30, 2008, between CPFI, as landlord, and Fenchurch Pubs Corporation, a Georgia corporation, d/b/a The Firkin & Crown Pub ("Firkin"), as tenant, as such Ground Lease may have been amended, including all successors, assigns, sublessees, licensees, concessionaires and permittees of Firkin, including any successor who is a party to a new lease or occupancy agreement with CPFI that is contemplated by and is substantially similar to the lease or occupancy agreement with the Firkin in question or the ancillary documents related thereto. For example, the lender of Firkin who requires a collateral assignment of a lease with Firkin may have the right to require CPFI to enter into a new direct lease with such lender or its designee, on terms substantially similar to the original lease, and in such event the tenant under such new lease would be deemed to be an "Existing Tenant" for purposes of this Agreement.

"Protected Use Restriction Period" shall mean the period of time commencing on the Effective Date and continuing until the expiration or termination of the right of Academy under the Academy Lease to the benefit of the provision within the Academy Lease regarding the Academy Protected Use.

"Restricted Outparcels" shall mean, singularly and collectively, "Outparcel 3", "Outparcel 5", "Outparcel 9", and "Outparcel 11, as preliminarily depicted on the Site

Plan attached hereto as Exhibit "A" and as legally described on Exhibit "B" attached hereto.

"Restricted Outparcel Owner" shall mean the owner of any fee simple title, ground lease interest or other real estate interest in a Restricted Outparcel. As of the Effective Date, CPFI is the Restricted Outparcel Owner for each of the Restricted Outparcels.

"Restricted Uses Restriction Period" shall mean the period of time commencing on the Effective Date and continuing until the expiration or termination of the right of Academy under the Academy Lease to the benefit of the provision within the Academy Lease regarding the Academy Restricted Uses.

"Shopping Center Tract" shall mean that certain tract of land depicted as such on the Site Plan attached hereto as Exhibit "A" and legally described on Exhibit "C" attached hereto.

"Shopping Center Tract Owner" shall mean the entity which (i) is the owner of fee simple title or ground lease interest to at least fifty percent (50%) of the Shopping Center Tract; and (ii) is the successor to AF LLC to the "landlord's" interest under the Academy Lease. As of the Effective Date, AF LLC is the Shopping Center Tract Owner.

"Site Plan" shall mean the site plan prepared by The Preston Partnership, LLC, dated February 16, 2011, entitled "AFC Academy Sports Lease Exhibit "B", consisting of two (2) sheets entitled "Exhibit B-1" and "Exhibit B-2", Job Number 0615702, a copy of which is attached hereto as Exhibit "A".

2. Academy Protected Use. Subject to the rights of Existing Tenants, CPFI hereby covenants and agrees that, during the Protected Use Restriction Period, CPFI, and its successors and assigns, shall not operate or permit under any circumstances to be operated within the Restricted Outparcels a business with an Academy Protected Use in any part of such Restricted Outparcel (the "Protected Use Covenant").

3. Academy Restricted Uses. Subject to the rights of Existing Tenants, CPFI hereby covenants and agrees that, during the Restricted Uses Restriction Period, CPFI, and its successors and assigns, shall not lease or permit the use of space in the Restricted Outparcels for an Academy Restricted Use in any part of such Restricted Outparcel (the "Restricted Uses Covenant").

4. Verification of Continuance; Termination of Agreement. AF LLC and CPFI expressly acknowledge and agree that the grant of the Protected Use Covenant shall only continue during the Protected Use Restriction Period and the grant of the Restricted Uses Restriction Period shall only continue during the Restricted Uses Restriction Period. Further, upon expiration of both the Protected Use Restriction Period and the Restricted Uses Restriction Period, Academy shall execute and record a termination of this

Agreement, with a copy of such written verification as an exhibit to the termination, within thirty (30) days after written request.

5. Breach. In the event of a breach of the terms of this Agreement by a Restricted Outparcel Owner, the Shopping Center Tract Owner and Academy shall have all rights and remedies against the then-current Restricted Outparcel Owner as are provided at law and in equity, expressly including injunctive relief. Further, each Restricted Outparcel Owner shall protect, defend, indemnify and hold harmless the Shopping Center Tract Owner and Academy from and against any and all claims, demands, damages, liabilities, expenses or losses arising out of or from any real or alleged Restricted Uses Covenant Violation or any breach or default by such Restricted Outparcel Owner of the covenants and agreements in this Agreement.

6. Covenant Running with the Land; Successors and Assigns. Subject to Paragraph 4 hereof, AF LLC and CPFI hereby agree that the covenants set forth in this Agreement shall be deemed to be covenants running with the title to the Restricted Outparcels and the Shopping Center Tract, which covenants shall remain in full force and effect and be binding upon each Restricted Outparcel Owner and its successors-in-title and the Shopping Center Tract Owner and its successors-in-title and which shall inure to the benefit of the Shopping Center Tract Owner and Academy and their successors-in-title. In the event the covenants set forth herein shall expire or terminate by operation of law, then, to the extent permitted by law, such covenants shall be automatically renewed and extended for the maximum period permitted by applicable law (but not in excess of the applicable Restriction Period).

7. Constructive Notice and Acceptance. Every person or entity which now has or hereafter acquires any right, title, estate or interest in or to a Restricted Outparcel or the Shopping Center Tract is and shall conclusively be deemed to have consented and agreed to and be bound by the covenants and agreements contained herein applicable to such Restricted Outparcel or the Shopping Center Tract, as the case may be, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquires its interest.

8. Enforcement. The Restricted Outparcel Covenant set forth in this Agreement is made solely for the benefit of Academy and the Owner of the Shopping Center Tract, and the aforesaid covenant applicable to any Restricted Outparcel shall not be enforceable by the Owner or occupant of any other Restricted Outparcel. Academy and the Shopping Center Tract Owner shall have the right to grant waivers or variances with respect to the Academy Protected Use Covenant and/or the Academy Restricted Uses Covenant on a case by case basis, but no such waiver or variance shall be effective unless the same shall be in writing and signed by both the Shopping Center Tract Owner and Academy. Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of any right to enforce any other covenant hereof. Academy shall be a third-party beneficiary of this Agreement with the right to enforce all of the provisions of this Agreement, but without limiting in any way Academy's rights and remedies under the Academy Lease.

9. Amendments. Except as set forth in Paragraph 4 above, this Amendment may be modified or amended only by the recordation with the Clerk of the Superior Court, Forsyth County, Georgia, of a written instrument setting forth such modification or amendment and executed by Academy, the Shopping Center Tract Owner and by the Restricted Outparcel Owner(s) whose Restricted Outparcel(s) is or are the subject of the applicable modification or amendment. The Restricted Outparcel Owner(s) whose Restricted Outparcel(s) is or are not the subject of a particular modification or amendment to this Agreement shall not be a necessary party to such modification or amendment. There shall be no termination or extinguishment of this Agreement with respect to a Restricted Outparcel by reason of the fact that the same person or entity may own both the applicable Restricted Outparcel and the Shopping Center Tract, and except as set forth in Paragraph 6 above, any such termination or extinguishment of this Agreement with respect to a Restricted Outparcel shall occur only by the recordation with the Clerk of the Superior Court, Forsyth County, Georgia of a written instrument of termination executed by the Shopping Center Tract Owner and Academy.

10. Notices. Unless otherwise specified in this Agreement, all notices, requests or other communications that any party may desire or be required to give hereunder shall be in writing and shall be given by hand, or by depositing the same in the United States mail, first class postage prepaid, certified mail, return receipt requested, or by a recognized overnight courier service providing confirmation of delivery, and addressed as follows:

If to AF LLC: c/o Cousins Properties Incorporated
191 Peachtree Street
Suite 500
Atlanta, Georgia 30303-1740
Attn: Corporate Secretary

If to CPFI: c/o Cousins Properties Incorporated
191 Peachtree Street
Suite 500
Atlanta, Georgia 30303-1740
Attn: Corporate Secretary

If to Academy: Academy, Ltd.
1800 North Mason Road
Katy, Texas 77449
Attention: Real Estate Department

with a copy to:

Academy, Ltd.
1800 North Mason Road
Katy, Texas 77449

Attention: General Counsel

or such other address as either party may from time to time specify in writing to the other. All notices given pursuant to this Paragraph 11 shall be deemed to have been given (i) if delivered by hand on the date of delivery or on the date delivery was refused by the addressee, or (ii) if delivered by the United States mail or by overnight courier on the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee).

11. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, such holding shall not affect the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable. Exhibit "A", Exhibit "B" and Exhibit "C" are hereby incorporated into this Agreement and made a part hereof by reference thereto.

[signature on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

"AF LLC"

AVENUE FORSYTH LLC,
A Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

Witness:

By: CP Venture IV Holdings LLC, a Delaware limited liability, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: Michael Cohn
Title: Executive Vice President

[CORPORATE SEAL]

"CPFI"

CP – FORSYTH INVESTMENTS LLC,
A Georgia limited liability company

Witness:

By: Cousins Properties Incorporated, a Georgia corporation, its sole member

By: _____
Name: Michael Cohn
Title: Executive Vice President

[CORPORATE SEAL]

STATE OF GEORGIA §

§

COUNTY OF FULTON §

The foregoing instrument was acknowledged before me this 30 day of March 2011, by Michael Cohn, Executive Vice President of Cousins Properties Incorporated, a Georgia corporation which is the Development Management for CP Venture IV Holdings LLC, a Delaware limited liability company which is the sole member of CP Venture Six, LLC, a Delaware limited liability company which is the sole member of Avenue Forsyth, LLC, a Georgia limited liability company.

Alinna Kerr
Notary Public, State of Georgia



My Commission Expires: 7-16-12

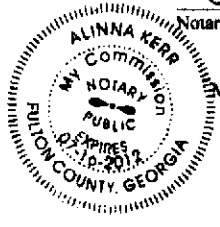
STATE OF GEORGIA §

§

COUNTY OF FULTON §

The foregoing instrument was acknowledged before me this 30 day of March 2011, by Michael Cohn, Executive Vice President of Cousins Properties Incorporated, a Georgia corporation which is the sole member of CP - Forsyth Investments, LLC, a Georgia limited liability company.

Alinna Kerr
Notary Public, State of Georgia

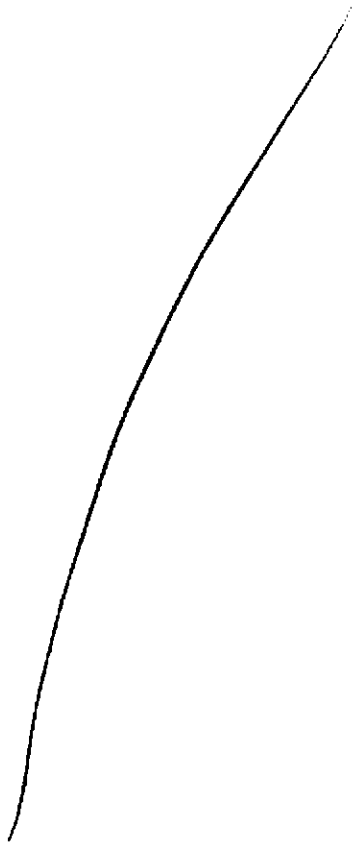


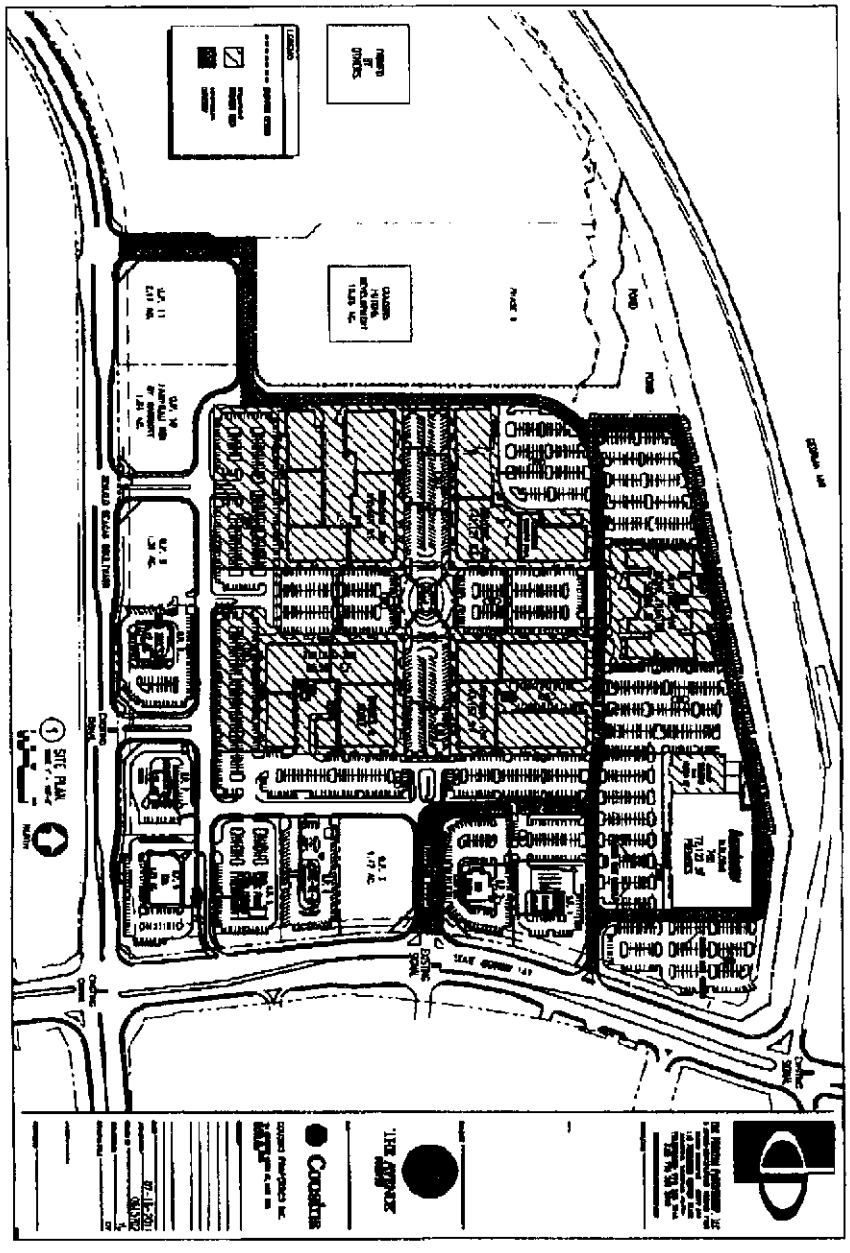
My Commission Expires: 7-16-12

Exhibit "A"

Site Plan

[see attached two (2) pages]





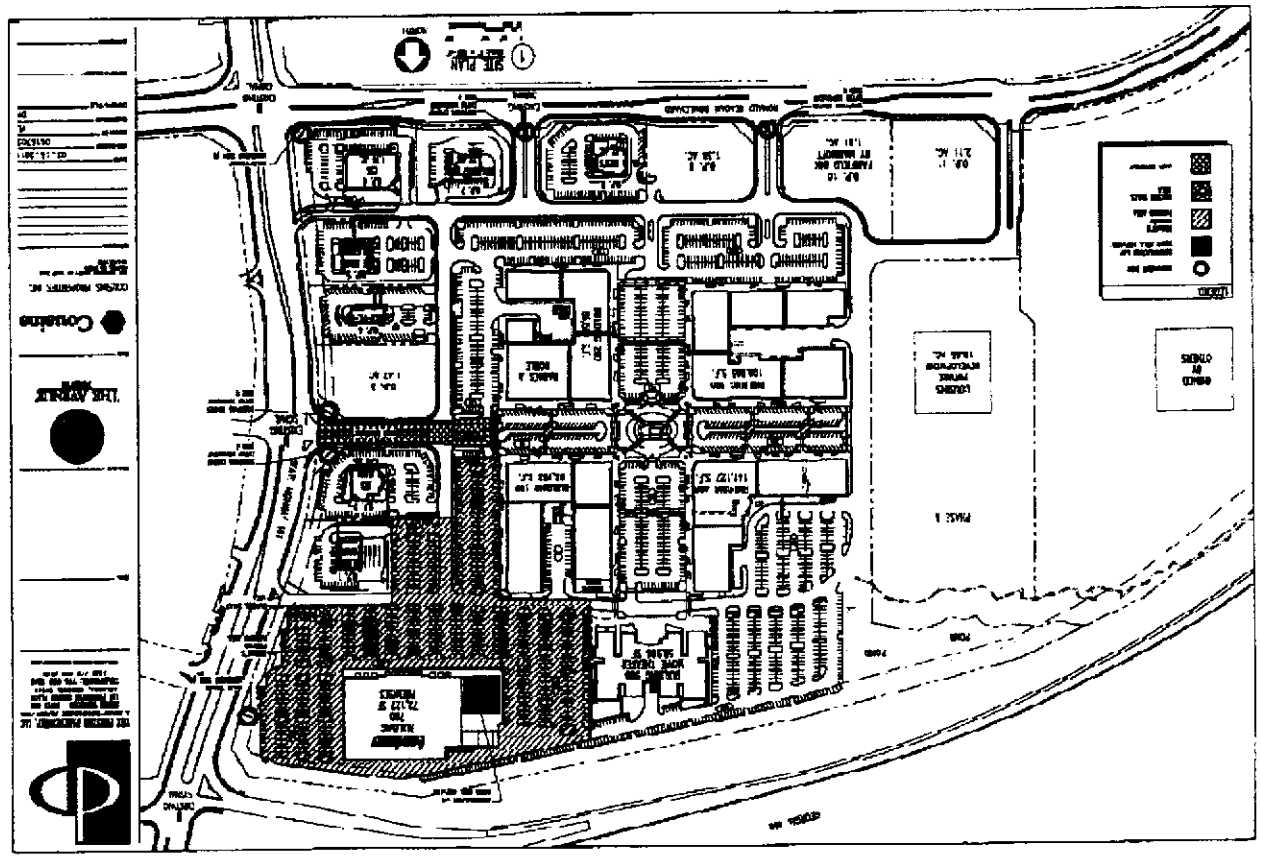


Exhibit "B"

Legal Description of Restricted Outparcels
(Outparcels 3, 5, 9 and 11)

According to the Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia, "Outparcel 3", containing 64,088 square feet or 1.4713 acres of land, more or less, "Outparcel 5", containing 65,058 square feet or 1.4935 acres of land, more or less, "Outparcel 9", containing 59,191 square feet or 1.3588 acres of land, more or less, and "Outparcel 11", containing 91,988 square feet or 2.1117 acres of land, more or less.

A

Exhibit "C"

Legal Description of Shopping Center Tract

The "Shopping Center Parcel" according to the Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia, containing 2,307,232 square feet or 52.9668 acres of land, more or less.

Doc ID: 016645900006 Type: GLR
Recorded: 12/09/2016 at 11:59:29 AM
Fee Amt: $22.00 Page 1 of 6
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 8032 PG 306-311

After recording please return to:

Paul Hastings, LLP
1170 Peachtree Street, NE
Suite 100
Atlanta, Georgia 30309
Attn: Corbin Kennelly, Esq.

Cross Reference To:

Deed Book 5937, Page 675
Forsyth County, Georgia Records

FIRST AMENDMENT TO AGREEMENT REGARDING OUTPARCEL RESTRICTIONS AVENUE FORSYTH (OUTPARCELS 3, 5, 9 AND 11)

THIS FIRST AMENDMENT TO AGREEMENT REGARDING OUTPARCEL RESTRICTIONS (this "**Amendment**") is made and entered into this 30th day of November, 2016, by and among FORSYTH OWNER 1, L.P., a Delaware limited partnership ("**FO1**"), FORSYTH OWNER 2, L.P., a Delaware limited partnership ("**FO2**"), and ACADEMY, LTD., a Texas limited partnership ("**Academy**").

WITNESSETH:

WHEREAS, FO1 is the owner of fee simple title to more than fifty percent (50%) of the Shopping Center Tract under that certain Agreement Regarding Outparcel Restrictions, between Avenue Forsyth LLC ("**AF LLC**") and CP – Forsyth Investments LLC ("**CPFI**"), recorded at Deed Book 5937, Page 675, Forsyth County, Georgia records (the "**Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement);

WHEREAS, FO1 (as successor-in-interest to AF LLC), as landlord, and Academy, as tenant, are party to the Academy Lease;

WHEREAS, FO2 (as successor-in-interest to CPFI) is the owner of fee simple title to Outparcel 11 under the Agreement; and

WHEREAS, the parties hereto wish to enter into this Amendment to provide for certain changes to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment to Section 1**. Section 1 of the Agreement is hereby amended by deleting in its entirety the text of subclause (xiii) of the definition of "Academy Restricted Uses" therein and inserting the following text in lieu thereof:

> "other than with respect to Outparcel 11, any living quarters, sleeping apartments or lodging rooms;".

2. **Ratification**. Except as stated in this Amendment, all other provisions of the Agreement shall remain unchanged and continue in full force and effect. To the extent there is any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern.

3. **Counterparts**. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. An executed facsimile or .pdf of this Amendment may be relied upon as having, and shall be deemed to have, the same force and effect as an original.

4. **Governing Law**. This Amendment shall be governed by the laws of the State of Georgia, without giving effect to any principles regarding conflict of laws.

[*Execution Appears on Following Pages*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness Jiang Lu

Notary Public

My Commission Expires:

(NOTARY PUBLIC)

Kristin Rocco Coppola
Notary Public State of Connecticut
My Commission Expires:
March 31, 2021

FORSYTH OWNER 1, L.P., a Delaware limited partnership (SEAL)

By: Forsyth Owner 1 GP, L.L.C., a Delaware limited liability company, its sole general partner

By:
Name: Ethan Bing
Title: Authorized Signatory

Signed, sealed and delivered in the presence of:

Unofficial Witness Jiang Lu

Notary Public

My Commission Expires:

(NOTARY PUBLIC)

Kristin Rocco Coppola
Notary Public State of Connecticut
My Commission Expires:
March 31, 2021

FORSYTH OWNER 2, L.P., a Delaware limited partnership (SEAL)

By: Forsyth Owner 2 GP, L.L.C., a Delaware limited liability company, its sole general partner

By:
Name: Ethan Bing
Title: Authorized Signatory

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: 5/3/2018

(NOTARY PUBLIC)

CHRISTIE M BUSBY
Notary Public, State of Texas
Comm. Expires 05-03-2018
Notary ID 12825973-9

ACADEMY, LTD., a Texas limited partnership (SEAL)

By: Academy Managing Co., L.L.C., a Texas limited liability company, its general partner

By:
Name: Ben Hathaway
Title: EVP & COO

MORTGAGEE CONSENT, APPROVAL AND SUBORDINATION

U.S. Bank National Association, as Trustee, in trust for the holders of Comm 2013-CCRE6 Mortgage Trust Commercial Mortgage Pass-Through Certificates ("Mortgagee"), being the holder of a Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement from Forsyth Owner 1, L.P., a Delaware limited partnership, to Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership ("Assignor"), dated November 27, 2012, filed for record November 28, 2012, recorded in Deed Book 6490, Page 296, Records of Forsyth County, Georgia, securing an indebtedness of $83,000,000.00; as assigned by that certain Assignment of Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement from Assignor to Mortgagee, dated February 27, 2013, filed for record July 29, 2013, recorded in Deed Book 6774, Page 538, aforesaid records (collectively the "Security Instrument"), hereby consents to the First Amendment to Agreement Regarding Outparcel Restrictions, to which this Consent is attached (the "Amendment"), which is to be recorded with this Consent; and

FURTHERMORE, Mortgagee does hereby expressly subordinate all right, title, interest and lien of the undersigned created under and by virtue of the Security Instrument to the rights and interests created pursuant to the Amendment. The Security Instrument shall otherwise remain in full force and effect and shall not be subordinated to any other lien, encumbrance or other matter whatsoever.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Mortgagee Consent, Approval and Subordination this 30th day of November, 2016.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: 6/26/18

(NOTARY PUBLIC)

MEGAN D RAINS
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
June 26, 2018

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF COMM 2013-CCRE6 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

By: Wells Fargo Bank, N.A., in its capacity as Master Servicer as authorized pursuant to that certain Pooling and Servicing Agreement dated as of March 1, 2013

By:
Name: Aldrin Buenaventura
Title: Director

RETURN TO:
Kathryn Van Duyne, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084
#9946.11 $32^



Doc ID: 012386190012 Type: OLR
Filed: 06/02/2011 at 10:20:61 AM
Fee Amt: $32.00 Page 1 of 12
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK5972 PG634-645

STATE OF GEORGIA

COUNTY OF FORSYTH

AGREEMENT REGARDING OUTPARCEL RESTRICTIONS
AVENUE FORSYTH
(OUTPARCELS 3, 5, 9 AND 11)

THIS AGREEMENT REGARDING OUTPARCEL RESTRICTIONS (this "Agreement") is made and entered into effective as of March 31, 2011, (the "Effective Date"), by and between AVENUE FORSYTH LLC, a Georgia limited liability company ("AF LLC") and CP – FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("CPFI").

WITNESSETH:

WHEREAS, AF LLC is the owner of the Shopping Center Tract (as hereinafter defined) and CPFI is the owner of the Restricted Outparcels (as hereinafter defined); and

WHEREAS, AF LLC desires to place a certain restrictive covenant on the use of the Restricted Outparcels as provided herein; and

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by AF LLC and CPFI, intending to be legally bound hereby, agree as follows:

1. Definitions. The following words and terms used or referred to in this Agreement or any amendment or modification hereof shall have the following meanings:

"Academy" shall mean the tenant under the Academy Lease, including any successors and assigns.

"Academy Lease" shall mean that certain Lease dated March 31, 2011, by and between AF LLC, as landlord, and Academy, Ltd., a Texas limited partnership, d/b/a "Academy Sports + Outdoors", as tenant, as the same may be amended, modified or supplemented from time to time, for certain premises within the Shopping Center Tract.

"Academy Protected Use" shall mean any other store in the business of selling sporting goods or sports apparel, footwear and/or sports accessories. The incidental sale of such items in connection with the overall business of another operator or tenant shall not be deemed a violation

of the Academy Protected Use. As used herein, "incidental sale" shall mean less than five percent (5%) of such operator's or tenant's gross sales and less than five hundred (500) square feet of such operator's or tenant's display area (inclusive of allocable aisle space). The foregoing restriction shall not prohibit the operation of a department store such as Dillards, Kohl's or Target.

"Academy Premises" shall mean the area identified on Exhibit A attached hereto as "Academy."

"Academy Restricted Uses" shall mean the use for the following: (i) any bowling alley unless such use is part of a use such as Jillian's, Dave and Busters or Lucky Strike located at least three hundred feet (300') from the Academy Premises; (ii) any arcade unless incidental to another permitted use or such use is part of a use such as Jillian's, Dave and Busters, Lucky Strike or Chuck E Cheese located at least three hundred feet (300') from the Academy Premises; (iii) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption (i.e., less than 40% alcohol sales for restaurants north of the "Main Driveway" (herein so called and as shown on Exhibit A) and 45% for restaurants south of the Main Driveway, except that two (2) upscale bars (including wine bars or pub style restaurants) not exceeding 5,000 square feet each (such as The Grape or Fox and the Hound) shall be permitted south of the Main Driveway; (iv) any health club, spa or gymnasium within three hundred feet (300') of the Academy Premises; (v) any night club or discothèque; (vi) any second hand store (however uses such as TJ Maxx, Ross, Steinmart, or Tuesday Morning shall be allowed and quality retailers typically found in first class shopping centers shall be allowed such as Game Stop, Movie Stop, Plato's Closet, Once Upon A Child or an upscale antique store; (vii) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers); (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters or compactors located in the rear of any building or in the service court of any building); (ix) any fire sale, bankruptcy sale (unless pursuant to a court order), (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for the pickup and delivery by the ultimate consumer); (xi) any automobile, truck, or R.V. sales, leasing or repair; (xii) any skating rink unless temporary and located at least three hundred feet (300') from the Academy Premises or unless such use is part of a use such as Jillian's, Dave and Busters or Lucky Strike located at least three hundred feet (300') from the Academy Premises; (xiii) any living quarters, sleeping apartments or lodging rooms; (xiv) any veterinary hospital, animal raising facilities or pet shop, except that this prohibition only prohibits a pet shop if it is adjacent to the Academy Premises; however Petsmart, Petco or similar national chain pet stores shall be allowed adjacent to the Academy Premises; (xv) any mortuary; (xvi) any pawn shop; (xvii) any bingo club; (xviii) any auction house; (xix) any flea market; (xx) any restaurant within one hundred feet (100') of the Academy Premises, any full service sit down restaurant within two hundred feet (200') of the Academy Premises or any restaurant in Building 100 except that existing restaurants in Building 100 can be replaced with comparable restaurant uses; (xxi) any movie theatre except as shown on Exhibit A; (xxii) any establishment selling or exhibiting pornographic materials; (xxiii) any place of religious worship (except incidentally to any movie theater use permitted hereunder); (xxiv) any ground floor training or educational facility, including but not limited to: barber colleges, reading rooms, places of instruction or other operations catering primarily to student or

trainees rather than to customers, except one (1) quality operator typically found in first class shopping centers shall be permitted, such as Sylvan Learning Center, which is located at least three hundred feet (300') from the Academy Premises and contains no more than five thousand (5,000) square feet; (xxv) any "dollar store" or "big lots" discount store or other similar operation selling merchandise at less than full retail price (however tenants such as TJ Maxx, Ross, Steinmart or Tuesday Morning shall be allowed); (xxvi) any tattoo parlor; or (xxvii) any use which is a public or private nuisance. Further, no buildings or other structures within the Restricted Outparcels shall be constructed or placed outside of the "Permissible Building Areas" shown on Exhibit A. Subject to the rights of Existing Tenants, in no event shall building heights on the Restricted Outparcels and fronting State Highway 141 exceed current heights for existing buildings and twenty-six feet (26') in height (with an additional two feet [2'] for architectural features provided that such features shall cover not more than fifteen percent [15%] of any linear building façade) for new buildings constructed on the Restricted Outparcels.

"Existing Tenants" shall mean tenants and occupants under Ground Lease dated January 30, 2008, between CPFI, as landlord, and Fenchurch Pubs Corporation, a Georgia corporation, d/b/a The Firkin & Crown Pub ("Firkin"), as tenant, as such Ground Lease may have been amended, including all successors, assigns, sublessees, licensees, concessionaires and permittees of Firkin, including any successor who is a party to a new lease or occupancy agreement with CPFI that is contemplated by and is substantially similar to the lease or occupancy agreement with the Firkin in question or the ancillary documents related thereto. For example, the lender of Firkin who requires a collateral assignment of a lease with Firkin may have the right to require CPFI to enter into a new direct lease with such lender or its designee, on terms substantially similar to the original lease, and in such event the tenant under such new lease would be deemed to be an "Existing Tenant" for purposes of this Agreement.

"Protected Use Restriction Period" shall mean the period of time commencing on the Effective Date and continuing until the expiration or termination of the right of Academy under the Academy Lease to the benefit of the provision within the Academy Lease regarding the Academy Protected Use.

"Restricted Outparcels" shall mean, singularly and collectively, "Outparcel 3", "Outparcel 5", "Outparcel 9", and "Outparcel 11, as preliminarily depicted on the Site Plan attached hereto as Exhibit "A" and as legally described on Exhibit "B" attached hereto.

"Restricted Outparcel Owner" shall mean the owner of any fee simple title, ground lease interest or other real estate interest in a Restricted Outparcel. As of the Effective Date, CPFI is the Restricted Outparcel Owner for each of the Restricted Outparcels.

"Restricted Uses Restriction Period" shall mean the period of time commencing on the Effective Date and continuing until the expiration or termination of the right of Academy under the Academy Lease to the benefit of the provision within the Academy Lease regarding the Academy Restricted Uses.

"Shopping Center Tract" shall mean that certain tract of land depicted as such on the Site Plan attached hereto as Exhibit "A" and legally described on Exhibit "C" attached hereto.

"Shopping Center Tract Owner" shall mean the entity which (i) is the owner of fee simple title or ground lease interest to at least fifty percent (50%) of the Shopping Center Tract; and (ii) is the successor to AF LLC to the "landlord's" interest under the Academy Lease. As of the Effective Date, AF LLC is the Shopping Center Tract Owner.

"Site Plan" shall mean the site plan prepared by The Preston Partnership, LLC, dated February 16, 2011, entitled "AFC Academy Sports Lease Exhibit "B", consisting of two (2) sheets entitled "Exhibit B-1" and "Exhibit B-2", Job Number 0615702, a copy of which is attached hereto as Exhibit "A".

2. Academy Protected Use. Subject to the rights of Existing Tenants, CPFI hereby covenants and agrees that, during the Protected Use Restriction Period, CPFI, and its successors and assigns, shall not operate or permit under any circumstances to be operated within the Restricted Outparcels a business with an Academy Protected Use in any part of such Restricted Outparcel (the "Protected Use Covenant").

3. Academy Restricted Uses. Subject to the rights of Existing Tenants, CPFI hereby covenants and agrees that, during the Restricted Uses Restriction Period, CPFI, and its successors and assigns, shall not lease or permit the use of space in the Restricted Outparcels for an Academy Restricted Use in any part of such Restricted Outparcel (the "Restricted Uses Covenant").

4. Verification of Continuance; Termination of Agreement. AF LLC and CPFI expressly acknowledge and agree that the grant of the Protected Use Covenant shall only continue during the Protected Use Restriction Period and the grant of the Restricted Uses Restriction Period shall only continue during the Restricted Uses Restriction Period. Further, upon expiration of both the Protected Use Restriction Period and the Restricted Uses Restriction Period, Academy shall execute and record a termination of this Agreement, with a copy of such written verification as an exhibit to the termination, within thirty (30) days after written request.

5. Breach. In the event of a breach of the terms of this Agreement by a Restricted Outparcel Owner, the Shopping Center Tract Owner and Academy shall have all rights and remedies against the then-current Restricted Outparcel Owner as are provided at law and in equity, expressly including injunctive relief. Further, each Restricted Outparcel Owner shall protect, defend, indemnify and hold harmless the Shopping Center Tract Owner and Academy from and against any and all claims, demands, damages, liabilities, expenses or losses arising out of or from any real or alleged Restricted Uses Covenant Violation or any breach or default by such Restricted Outparcel Owner of the covenants and agreements in this Agreement.

6. Covenant Running with the Land; Successors and Assigns. Subject to Paragraph 4 hereof, AF LLC and CPFI hereby agree that the covenants set forth in this Agreement shall be deemed to be covenants running with the title to the Restricted Outparcels and the Shopping Center Tract, which covenants shall remain in full force and effect and be binding upon each Restricted Outparcel Owner and its successors-in-title and the Shopping Center Tract Owner and its successors-in-title and which shall inure to the benefit of the Shopping Center Tract Owner

and Academy and their successors-in-title. In the event the covenants set forth herein shall expire or terminate by operation of law, then, to the extent permitted by law, such covenants shall be automatically renewed and extended for the maximum period permitted by applicable law (but not in excess of the applicable Restriction Period).

7. Constructive Notice and Acceptance. Every person or entity which now has or hereafter acquires any right, title, estate or interest in or to a Restricted Outparcel or the Shopping Center Tract is and shall conclusively be deemed to have consented and agreed to and be bound by the covenants and agreements contained herein applicable to such Restricted Outparcel or the Shopping Center Tract, as the case may be, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquires its interest.

8. Enforcement. The Restricted Outparcel Covenant set forth in this Agreement is made solely for the benefit of Academy and the Owner of the Shopping Center Tract, and the aforesaid covenant applicable to any Restricted Outparcel shall not be enforceable by the Owner or occupant of any other Restricted Outparcel. Academy and the Shopping Center Tract Owner shall have the right to grant waivers or variances with respect to the Academy Protected Use Covenant and/or the Academy Restricted Uses Covenant on a case by case basis, but no such waiver or variance shall be effective unless the same shall be in writing and signed by both the Shopping Center Tract Owner and Academy. Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter nor of any right to enforce any other covenant hereof. Academy shall be a third-party beneficiary of this Agreement with the right to enforce all of the provisions of this Agreement, but without limiting in any way Academy's rights and remedies under the Academy Lease.

9. Amendments. Except as set forth in Paragraph 4 above, this Amendment may be modified or amended only by the recordation with the Clerk of the Superior Court, Forsyth County, Georgia, of a written instrument setting forth such modification or amendment and executed by Academy, the Shopping Center Tract Owner and by the Restricted Outparcel Owner(s) whose Restricted Outparcel(s) is or are the subject of the applicable modification or amendment. The Restricted Outparcel Owner(s) whose Restricted Outparcel(s) is or are not the subject of a particular modification or amendment to this Agreement shall not be a necessary party to such modification or amendment. There shall be no termination or extinguishment of this Agreement with respect to a Restricted Outparcel by reason of the fact that the same person or entity may own both the applicable Restricted Outparcel and the Shopping Center Tract, and except as set forth in Paragraph 6 above, any such termination or extinguishment of this Agreement with respect to a Restricted Outparcel shall occur only by the recordation with the Clerk of the Superior Court, Forsyth County, Georgia of a written instrument of termination executed by the Shopping Center Tract Owner and Academy.

10. Notices. Unless otherwise specified in this Agreement, all notices, requests or other communications that any party may desire or be required to give hereunder shall be in writing and shall be given by hand, or by depositing the same in the United States mail, first class postage prepaid, certified mail, return receipt requested, or by a recognized overnight courier service providing confirmation of delivery, and addressed as follows:

If to AF LLC: c/o Cousins Properties Incorporated
191 Peachtree Street
Suite 500
Atlanta, Georgia 30303-1740
Attn: Corporate Secretary

If to CPFI: c/o Cousins Properties Incorporated
191 Peachtree Street
Suite 500
Atlanta, Georgia 30303-1740
Attn: Corporate Secretary

If to Academy: Academy, Ltd.
1800 North Mason Road
Katy, Texas 77449
Attention: Real Estate Department

with a copy to:

Academy, Ltd.
1800 North Mason Road
Katy, Texas 77449
Attention: General Counsel

or such other address as either party may from time to time specify in writing to the other. All notices given pursuant to this Paragraph 11 shall be deemed to have been given (i) if delivered by hand on the date of delivery or on the date delivery was refused by the addressee, or (ii) if delivered by the United States mail or by overnight courier on the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee).

11. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this Agreement valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, such holding shall not affect the validity of the remainder of this Agreement or the application of such term, provision, covenant or agreement to persons or circumstances other than those to which it is held invalid or unenforceable. Exhibit "A", Exhibit "B" and Exhibit "C" are hereby incorporated into this Agreement and made a part hereof by reference thereto.

[signature on following page]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day and year first above written.

"AF LLC"

AVENUE FORSYTH LLC,
A Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

Signed, sealed and delivered in the presence of:

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____

Michael Cohn
Executive Vice President

Notary Public

My Commission Expires:
7-16-12

(Notary Seal)

[CORPORATE SEAL]

"CPI"

CP – FORSYTH INVESTMENTS LLC,
A Georgia limited liability company

Signed, sealed and delivered in the presence of:

By: Cousins Properties Incorporated, a Georgia corporation, its sole member

By: _____

Michael Cohn
Executive Vice President

Notary Public

My Commission Expires:
7-16-12

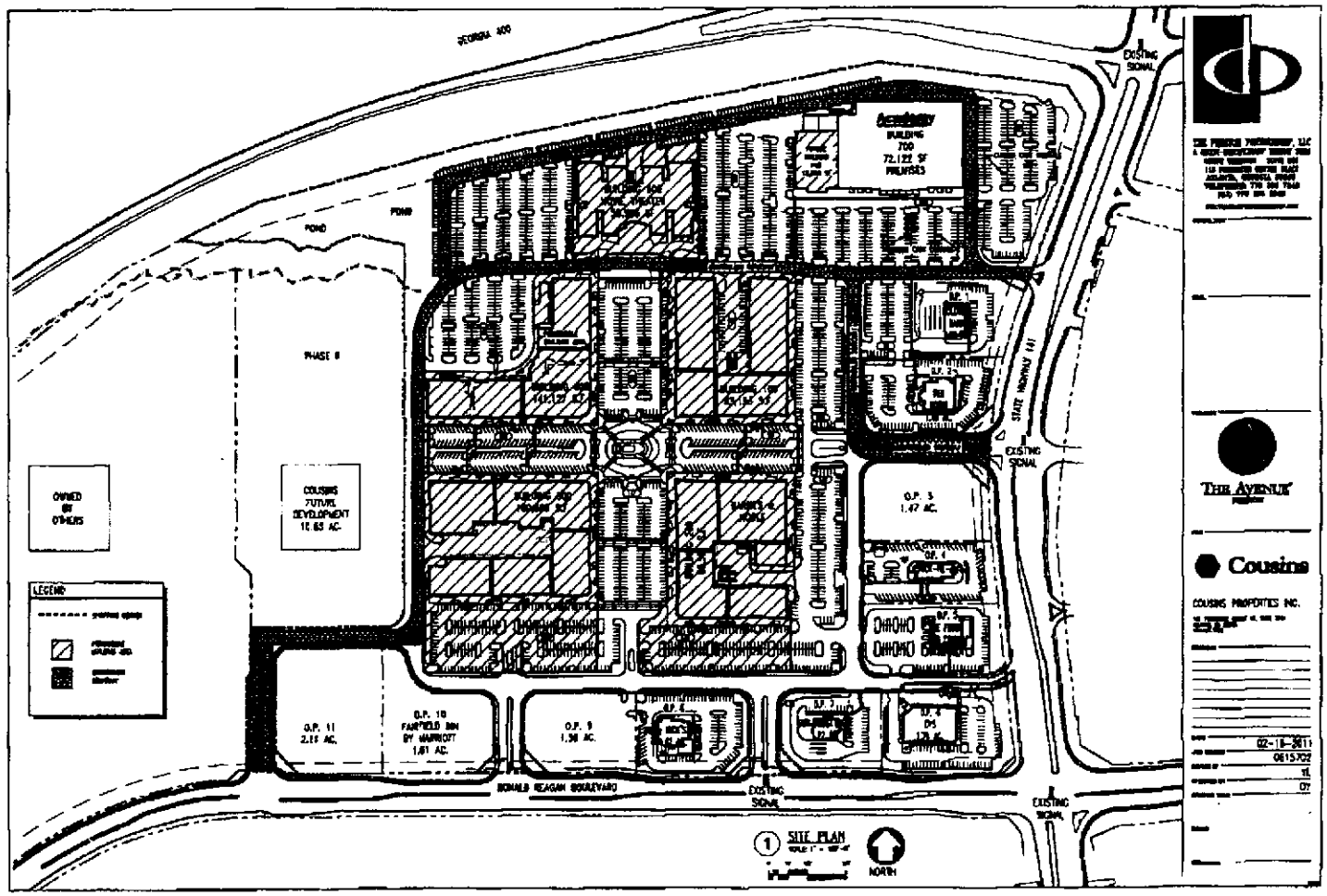
(Notary Seal)

[CORPORATE SEAL]

Exhibit "A"

Site Plan

[see attached two (2) pages]


GEORGIA 400
EXISTING SIGNAL
POND
POND
PHASE II
OWNED BY OTHERS
COUSINS FUTURE DEVELOPMENT 11.65 AC.
LEGEND
O.P. 11 2.17 AC.
O.P. 10 FAIRFIELD INN BY MARRIOTT 1.81 AC.
O.P. 9 1.36 AC.
O.P. 3 1.47 AC.
RONALD REAGAN BOULEVARD
EXISTING SIGNAL
EXISTING SIGNAL
STATE HIGHWAY 141
EXISTING SIGNAL
1 SITE PLAN
NORTH
THE AVENUE
Cousins
COUSINS PROPERTIES INC.

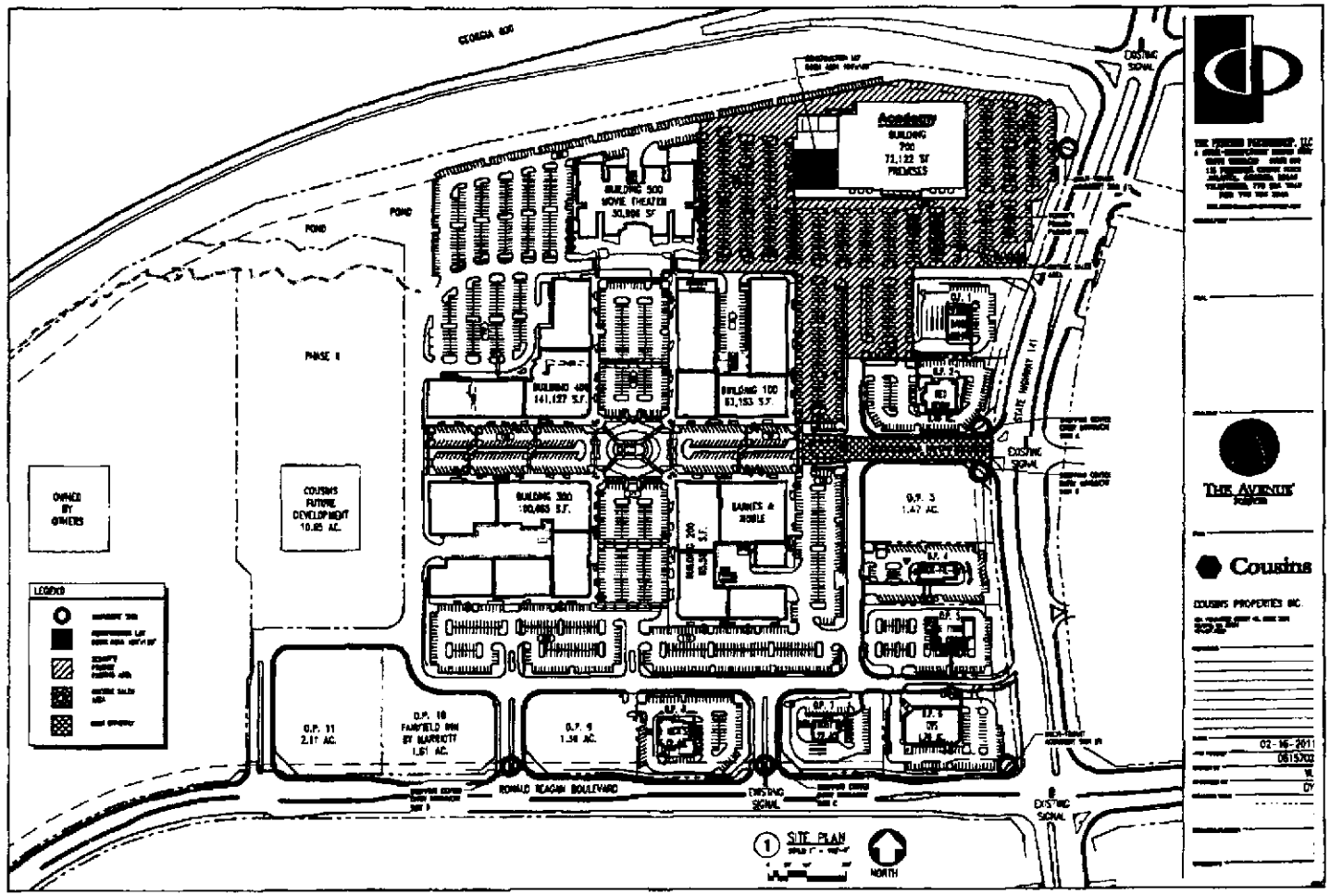

GEORGIA 400
POND
POND
PHASE II
OWNED BY OTHERS
COUSINS FUTURE DEVELOPMENT 10.85 AC.
LEGEND
BUILDING 500 MOVIE THEATER 30,906 SF
BUILDING 400 141,127 S.F.
BUILDING 100 63,153 S.F.
BUILDING 300 100,663 S.F.
BARNES & NOBLE
BUILDING 200 83,5 S.F.
Academy
BUILDING 700 72,122 SF PREMISES
O.P. 1
O.P. 2
O.P. 3 1.47 AC.
O.P. 4
O.P. 5
O.P. 6
O.P. 7
O.P. 8
O.P. 9 1.38 AC.
O.P. 10 FAIRFIELD INN BY MARRIOTT 1.61 AC.
O.P. 11 2.17 AC.
STATE HIGHWAY 141
EXISTING SIGNAL
EXISTING SIGNAL
EXISTING SIGNAL
EXISTING SIGNAL
RONALD REAGAN BOULEVARD
SITE PLAN
NORTH
THE AVENUE
Cousins
COUSINS PROPERTIES INC.
02-16-2011
0615702
VL
DY

Exhibit "B"

Legal Description of Restricted Outparcels
(Outparcels 3, 5, 9 and 11)

According to the Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia, "Outparcel 3", containing 64,088 square feet or 1.4713 acres of land, more or less, "Outparcel 5", containing 65,058 square feet or 1.4935 acres of land, more or less, "Outparcel 9", containing 59,191 square feet or 1.3588 acres of land, more or less, and "Outparcel 11", containing 91,988 square feet or 2.1117 acres of land, more or less.

Exhibit "C"

Legal Description of Shopping Center Tract

The "Shopping Center Parcel" according to the Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia, containing 2,307,232 square feet or 52.9668 acres of land, more or less.

Doc ID: 015845890006 Type: GLR
Recorded: 12/09/2016 at 11:59:15 AM
Fee Amt: $22.00 Page 1 of 6
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 8032 PG 300-305

Pd

After recording please return to:

Paul Hastings, LLP
1170 Peachtree Street, NE
Suite 100
Atlanta, Georgia 30309
Attn: Corbin Kennelly, Esq.

Cross Reference To:

Deed Book 5972, Page 634
Forsyth County, Georgia Records

FIRST AMENDMENT TO
AGREEMENT REGARDING OUTPARCEL RESTRICTIONS
AVENUE FORSYTH
(OUTPARCELS 3, 5, 9 AND 11)

THIS FIRST AMENDMENT TO AGREEMENT REGARDING OUTPARCEL RESTRICTIONS (this "**Amendment**") is made and entered into this 30th day of November, 2016, by and among FORSYTH OWNER 1, L.P., a Delaware limited partnership ("**FO1**"), FORSYTH OWNER 2, L.P., a Delaware limited partnership ("**FO2**"), and ACADEMY, LTD., a Texas limited partnership ("**Academy**").

WITNESSETH:

WHEREAS, FO1 is the owner of fee simple title to more than fifty percent (50%) of the Shopping Center Tract under that certain Agreement Regarding Outparcel Restrictions dated March 31, 2011, between Avenue Forsyth LLC ("**AF LLC**") and CP – Forsyth Investments LLC ("**CPFI**"), recorded at Deed Book 5972, Page 634, Forsyth County, Georgia records (the "**Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Agreement);

WHEREAS, FO1 (as successor-in-interest to AF LLC), as landlord, and Academy, as tenant, are party to the Academy Lease;

WHEREAS, FO2 (as successor-in-interest to CPFI) is the owner of fee simple title to Outparcel 11 under the Agreement; and

WHEREAS, the parties hereto wish to enter into this Amendment to provide for certain changes to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Amendment to Section 1**. Section 1 of the Agreement is hereby amended by deleting in its entirety the text of subclause (xiii) of the definition of "Academy Restricted Uses" therein and inserting the following text in lieu thereof:

> "other than with respect to Outparcel 11, any living quarters, sleeping apartments or lodging rooms;".

2. **Ratification**. Except as stated in this Amendment, all other provisions of the Agreement shall remain unchanged and continue in full force and effect. To the extent there is any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern.

3. **Counterparts**. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. An executed facsimile or .pdf of this Amendment may be relied upon as having, and shall be deemed to have, the same force and effect as an original.

4. **Governing Law**. This Amendment shall be governed by the laws of the State of Georgia, without giving effect to any principles regarding conflict of laws.

[*Execution Appears on Following Pages*]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the date first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARY PUBLIC)

Kristin Rocco Coppola
Notary Public State of Connecticut
My Commission Expires:
March 31, 2021

FORSYTH OWNER 1, L.P., a Delaware limited partnership (SEAL)

By: Forsyth Owner 1 GP, L.L.C., a Delaware limited liability company, its sole general partner

By:
Name: Ethan Bing
Title: Authorized Signatory

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(NOTARY PUBLIC)

Kristin Rocco Coppola
Notary Public State of Connecticut
My Commission Expires:
March 31, 2021

FORSYTH OWNER 2, L.P., a Delaware limited partnership (SEAL)

By: Forsyth Owner 2 GP, L.L.C., a Delaware limited liability company, its sole general partner

By:
Name: Ethan Bing
Title: Authorized Signatory

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: 5/3/2018

(NOTARY PUBLIC)

CHRISTIE M BUSBY
Notary Public, State of Texas
Comm. Expires 06-03-2018
Notary ID 12826973-9

ACADEMY, LTD., a Texas limited partnership (SEAL)

By: Academy Managing Co., L.L.C., a Texas limited liability company, its general partner

By:
Name: Ken Hennessey
Title: EVP + COO

MORTGAGEE CONSENT, APPROVAL AND SUBORDINATION

U.S. Bank National Association, as Trustee, in trust for the holders of Comm 2013-CCRE6 Mortgage Trust Commercial Mortgage Pass-Through Certificates ("Mortgagee"), being the holder of a Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement from Forsyth Owner 1, L.P., a Delaware limited partnership, to Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership ("Assignor"), dated November 27, 2012, filed for record November 28, 2012, recorded in Deed Book 6490, Page 296, Records of Forsyth County, Georgia, securing an indebtedness of $83,000,000.00; as assigned by that certain Assignment of Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement from Assignor to Mortgagee, dated February 27, 2013, filed for record July 29, 2013, recorded in Deed Book 6774, Page 538, aforesaid records (collectively the "Security Instrument"), hereby consents to the First Amendment to Agreement Regarding Outparcel Restrictions, to which this Consent is attached (the "Amendment"), which is to be recorded with this Consent; and

FURTHERMORE, Mortgagee does hereby expressly subordinate all right, title, interest and lien of the undersigned created under and by virtue of the Security Instrument to the rights and interests created pursuant to the Amendment. The Security Instrument shall otherwise remain in full force and effect and shall not be subordinated to any other lien, encumbrance or other matter whatsoever.

[SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Mortgagee Consent, Approval and Subordination this 30th day of November, 2016.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: 6/26/18

(NOTARY PUBLIC)

MEGAN D RAINS
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
June 26, 2018

MORTGAGEE:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF COMM 2013-CCRE6 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

By: Wells Fargo Bank, N.A., in its capacity as Master Servicer as authorized pursuant to that certain Pooling and Servicing Agreement dated as of March 1, 2013

By:
Name: Aldrin Buenaventura
Title: Director

Ret Dreyer + Golden Stuart Wolff

Doc ID: 012296360007 Type: GLR
Filed: 04/08/2011 at 10:28:03 AM
Fee Amt: $22.00 Page 1 of 7
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK5937 PG689-695

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the 31st day of March, 2011, by and between Avenue Forsyth, LLC, a Georgia limited liability company ("Landlord"), and Academy, Ltd., a Texas limited partnership ("Tenant").

1. Pursuant to a Lease Agreement (the "Lease") executed by Landlord and Tenant, dated March 31, 2011, Landlord has leased to Tenant certain Premises which are part of a Shopping Center constructed or to be constructed on the property described in Exhibit A attached hereto and the property described in Exhibit A-1 ("Phase Two") to the extent any restrictions set forth herein apply to Phase Two pursuant to the Lease, together with all of Landlord's appurtenant rights, privileges and easements.

2. The term of the Lease shall commence on the Commencement Date set forth in the Lease and shall expire upon the expiration of the fifteenth (15th) Lease Year as determined by the provisions of the Lease.

3. Tenant has an option to extend the term of the Lease for four (4) periods of five (5) years each, on the same terms and conditions as stated in the Lease.

4. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

5. Landlord agrees that, during the term of the Lease, it will not construct or permit to be constructed, without Tenant's prior written consent any building, sign, tower or other structure or improvement, or make any other change whatsoever, in the Common Areas within Tenant's Primary Parking Area, the Main Driveway or the other "Controlled Driveways" depicted on Exhibit B of the Lease, provided that Tenant's consent shall not be required for any such changes required to comply with applicable code, to provide reasonable traffic control or for the addition of or changes to benches, landscaping under four feet (4') in height, marketing signs less than two feet (2') wide or any replacements of any existing improvements. Without limiting the foregoing, no buildings or other structures within the Shopping Center shall be constructed or placed outside of the "Permissible Building Areas" shown on Exhibit B of the Lease. Subject to the rights of Existing Tenants, in no event shall building heights on "Outparcels" depicted as such on Exhibit B of the Lease and fronting State Highway 141 exceed current heights for existing buildings and twenty-six feet (26') in height (with an additional two feet [2'] for architectural features provided that such features shall cover not more than fifteen percent [15%] of any linear building façade) for new buildings constructed on the Outparcels. Because neither Landlord nor its affiliates owns OP # 1or OP #2 depicted on

Exhibit B of the Lease, no height restrictions contained herein shall apply to such Outparcels, but Tenant shall have the right to enforce the following existing restrictions against such Outparcels: Declaration Regarding Outparcels dated July 24, 2007, by Landlord, recorded in Book 4835, Page 489 of the Records of the Clerk of the Superior Court of Forsyth County (which provided for height restrictions of thirty feet (30') including all architectural features for OP #1, OP #2, OP #3 and OP #4 and twenty-six feet (26') including all architectural features for OP #5 and OP #6). Subject to the rights of Existing Tenants (as defined in the Lease), Landlord shall not permit any tenant, other than Tenant (as permitted in Paragraph 9 below and for sidewalk sales as permitted under the Lease), within the Shopping Center to conduct a sale or otherwise place inventory, merchandise or display items on any portion of the Common Areas (excluding patio seating areas and drive-thrus), except that it is agreed that (i) Landlord shall have the right to place, operate (or permit to be placed or operated) in the Common Areas kiosks on a commercially-reasonable basis, provided no such kiosk is located within Tenant's Primary Parking Area, the Main Drive Driveway or Controlled Driveways, and, further provided that, all aspects of the operations of kiosks, including, without limitation, the number thereof, are consistent with the use and operation of kiosks in first-class shopping centers in the State of Georgia, (ii) restaurants may have outdoor seating, provided all such outdoor seating is confined to the sidewalk area immediately adjacent to each such operation, and (iii) certain promotional activities, such as a grand opening and other promotions, may occur within the Common Areas provided same are not located within the Tenant's Primary Parking Area, the Main Driveway or Controlled Driveways and do not otherwise interfere with the reasonable ingress and egress of vehicles and pedestrians in and around the Shopping Center, and provided that such promotional activities comply with the requirements of Paragraph 9 below.

6. Subject to the rights of Existing Tenants (as defined in Paragraph 7.7 of the Lease), the Premises shall not be used, and Landlord shall not lease or permit the use of space in the Shopping Center or in any of the Outparcels, for the following: (i) any bowling alley unless such use is part of a use such as Jillian's, Dave and Busters or Lucky Strike located at least three hundred feet (300') from the Premises; (ii) any arcade unless incidental to another permitted use or such use is part of a use such as Jillian's, Dave and Busters, Lucky Strike or Chuck E Cheese located at least three hundred feet (300') from the Premises; (iii) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption (i.e., less than 40% alcohol sales for restaurants north of the "Main Driveway" (herein so called and as shown on Exhibit B of the Lease) and 45% for restaurants south of the Main Driveway, except that (a) two (2) upscale bars (including wine bars or pub style restaurants) not exceeding 5,000 square feet each (such as The Grape or Fox and the Hound) shall be permitted south of the Main Driveway and (b) Marlows Tavern (or its successors or assigns expressly permitted under its lease agreement) containing approximately 3,505 square feet in the space within Building 100 described on Exhibit B of the Lease shall be allowed alcohol sales of up to 50% of its gross sales; (iv) any health club, spa or gymnasium within three hundred feet (300') of the Premises; (v) any night club or discothèque; (vi) any second hand store (however uses such as TJ Maxx, Ross, Steinmart, or Tuesday Morning shall be allowed and quality retailers typically found in first class shopping centers shall be allowed such

as Game Stop, Movie Stop, Plato's Closet, Once Upon A Child or an upscale antique store; (vii) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers); (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters or compactors located in the rear of any building or in the service court of any building); (ix) any fire sale, bankruptcy sale (unless pursuant to a court order), (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for the pickup and delivery by the ultimate consumer); (xi) any automobile, truck, or R.V. sales, leasing or repair; (xii) any skating rink unless temporary and located at least three hundred feet (300') from the Premises or unless such use is part of a use such as Jillian's, Dave and Busters or Lucky Strike located at least three hundred feet (300') from the Premises; (xiii) any living quarters, sleeping apartments or lodging rooms; (xiv) any veterinary hospital, animal raising facilities or pet shop, except that this prohibition only prohibits a pet shop if it is adjacent to the Premises; however Petsmart, Petco or similar national chain pet stores shall be allowed adjacent to the Premises; (xv) any mortuary; (xvi) any pawn shop; (xvii) any bingo club; (xviii) any auction house; (xix) any flea market; (xx) any restaurant within one hundred feet (100') of the Premises, any full service sit down restaurant within two hundred feet (200') of the Premises or any restaurant in Building 100 except that existing restaurants in Building 100 can be replaced with comparable restaurant uses; (xxi) any movie theatre except as shown on Exhibit B of the Lease; (xxii) any establishment selling or exhibiting pornographic materials; (xxiii) any place of religious worship (except incidentally to any movie theater use permitted hereunder); (xxiv) any ground floor training or educational facility, including but not limited to: barber colleges, reading rooms, places of instruction or other operations catering primarily to student or trainees rather than to customers, except one (1) quality operator typically found in first class shopping centers shall be permitted, such as Sylvan Learning Center, which is located at least three hundred feet (300') from the Premises and contains no more than five thousand (5,000) square feet; (xxv) any "dollar store" or "big lots" discount store or other similar operation selling merchandise at less than full retail price (however tenants such as TJ Maxx, Ross, Steinmart or Tuesday Morning shall be allowed); (xxvi) any tattoo parlor; or (xxvii) any use which is a public or private nuisance.

7. Subject to the rights of Existing Tenants, so long as Tenant is operating within the Premises for the primary purpose of the sale of sporting goods, sports apparel, footwear and/or sports accessories or Tenant has another store in the immediate trade area with such operations (subject in both events to interruptions in operations due to casualty, condemnation and events described in Article 31 of the Lease), then Landlord, and its successors and assigns, shall not operate or permit under any circumstances to be operated within the Shopping Center, Phase Two or within any of the Outparcels any other store in the business of selling sporting goods or sports apparel, footwear or sports accessories. The incidental sale of such items in connection with the overall business of another operator or tenant shall not be deemed a violation of this Paragraph 7. As used herein, "incidental sale" shall mean less than five percent (5%) of such operator's or tenant's gross sales and less than five hundred (500) square feet of such operator's or tenant's display area (inclusive of allocable aisle space). As used herein, "immediate

trade area" shall mean the area within a fifteen (15) mile radius of the boundaries of the Shopping Center. The foregoing restriction shall not prohibit the operation of a department store such as Dillards, Kohl's or Target. In addition, in the event any shoe store which is existing as of the date of this Lease permanently ceases operations in the Shopping Center, Landlord may at any time replace it with a comparable shoe store of no greater square footage, provided that a shoe store not primarily (*i.e.*, in more than fifty percent (50%) of such operator's display area) selling athletic shoes and/or athletic apparel cannot be replaced with a shoe store primarily selling athletic footwear and/or athletic apparel.

8. Subject to Article 23 of the Lease, Landlord agrees that the Shopping Center shall contain at all times not less than (i) one hundred percent (100%) of the number and layout of parking spaces within "Tenant's Primary Parking Area" (herein so called and as shown on Exhibit B of the Lease), (ii) ninety-eight percent (98%) of the number of parking spaces north of, but not including, the Main Driveway, and (iii) ninety percent (90%) of the number of parking spaces south of, and including, the Main Driveway. All parking spaces within Tenant's Primary Parking Area shall be as shown on Exhibit B of the Lease, at all times during the term of the Lease.

9. Landlord hereby gives and grants to Tenant during the term of the Lease, for the benefit of Tenant and Tenant's subtenants, licensees and concessionaires, and their respective employees, contractors, customers, invitees and deliverymen, the right to use all of the Common Areas, in common with Landlord and all other tenants and occupants of the Shopping Center and their respective employees, contractors, assigns, customers, invitees and deliverymen. The rights hereby granted with respect to the Common Areas shall run with and bind the Shopping Center and the land on which it is located, shall be binding upon Landlord and Landlord's successors in title to all or any part of the Shopping Center, and shall constitute an irrevocable, nonexclusive easement appurtenant to the Premises for the benefit of, and shall be enforceable by, Tenant and its successors and assigns throughout the term of the Lease. Notwithstanding the foregoing, Tenant shall have the exclusive right to use, from time to time, at no extra charge, the portion of the Common Areas depicted as the "outside sales area" on Exhibit B of the Lease as part of a first-class marketing and promotions program for the Premises, provided such events shall: (i) be conducted in a manner consistent with promotional and sales events conducted in first-class shopping centers in the Atlanta, Georgia metropolitan area, (ii) not interfere with normal vehicular ingress and egress to and from the parking areas or over the drive aisles, (iii) not materially interfere with the normal business operations of any other tenant or occupant of the Shopping Center or materially impair the signage of any other tenant or occupant, and (iv) not violate any Legal Requirements or clause (b) of Section 3 of the AMC Lease Amendment (as defined in the Lease). In addition, Tenant shall be permitted to store, on a temporary basis, its shopping carts in up to four (4) parking spaces for shopping cart corrals as shown on Exhibit B of the Lease. With respect to shopping carts provided by Tenant for the use of its customers, Tenant will use reasonable efforts to periodically remove the same from the Common Areas.

[Signature Page Follows]

EXECUTED as of the date first written above.

LANDLORD:

AVENUE FORSYTH, LLC,
a Georgia limited liability company

Witness:

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: Michael Cohn
Title: Executive Vice President

[CORPORATE SEAL]

TENANT:

ACADEMY, LTD., a Texas limited partnership

Witness:

By: Academy Managing Co., L.L.C., a Texas limited liability company, its general partner

By: _____
Name: R. Nichus Arnett
Title: EVP + CFO

STATE OF GEORGIA §

§

COUNTY OF FULTON §

The foregoing instrument was acknowledged before me this 30 day of March 2011, by Michael Cohn, Executive Vice President of Cousins Properties Incorporated, a Georgia corporation which is the Development Management for CP Venture IV Holdings LLC, a Delaware limited liability company which is the sole member of CP Venture Six, LLC, a Delaware limited liability company which is the sole member of Avenue Forsyth, LLC, a Georgia limited liability company.

ALINNA KERR NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES 1-16-2012

Alinna Kerr

Notary Public, State of Georgia

My Commission Expires: 1-16-12

STATE OF TEXAS §

§

COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 31st day of March 2011, by R Michael Arnett, EVP & CFO of Academy Managing Co., LLC, a Texas limited liability company, general partner of Academy Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Sara Diane Hromadka

Notary Public, State of Texas

My Commission Expires: 01-16-12

SARA DIANE HROMADKA Notary Public, State of Texas My Commission Expires January 16, 2012

EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

The "Shopping Center Parcel," according to the Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia, containing 2,307,232 square feet or 52.9668 acres of land, more or less.

RETURN TO:
Kathryn Van Duyne, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084
09946 11 $24.00

STATE OF GEORGIA

COUNTY OF FORSYTH

Doc ID: 012386210008 Type: GLR
Filed: 08/02/2011 at 10:21:46 AM
Fee Amt: $24.00 Page 1 of 8
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK5972 PG646-653

MEMORANDOM OF LEASE

By and Between

AVENUE FORSYTH LLC,
a Georgia limited liability company

And

ACADEMY, LTD,
a Texas limited partnership

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of the 31st day of March, 2011, by and between Avenue Forsyth, LLC, a Georgia limited liability company ("Landlord"), and Academy, Ltd., a Texas limited partnership ("Tenant").

1. Pursuant to a Lease Agreement (the "Lease") executed by Landlord and Tenant, dated March 31, 2011, Landlord has leased to Tenant certain Premises which are part of a Shopping Center constructed or to be constructed on the property described in Exhibit A attached hereto and the property described in Exhibit A-1 ("Phase Two") to the extent any restrictions set forth herein apply to Phase Two pursuant to the Lease, together with all of Landlord's appurtenant rights, privileges and easements.

2. The term of the Lease shall commence on the Commencement Date set forth in the Lease and shall expire upon the expiration of the fifteenth (15th) Lease Year as determined by the provisions of the Lease.

3. Tenant has an option to extend the term of the Lease for four (4) periods of five (5) years each, on the same terms and conditions as stated in the Lease.

4. This Memorandum of Lease is subject to all of the terms, conditions and understandings set forth in the Lease, which are incorporated herein by reference and made a part hereof, as though copied verbatim herein. In the event of a conflict between the terms and conditions of this Memorandum of Lease and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

5. Landlord agrees that, during the term of the Lease, it will not construct or permit to be constructed, without Tenant's prior written consent any building, sign, tower or other structure or improvement, or make any other change whatsoever, in the Common Areas within Tenant's Primary Parking Area, the Main Driveway or the other "Controlled Driveways" depicted on Exhibit B of the Lease, provided that Tenant's consent shall not be required for any such changes required to comply with applicable code, to provide reasonable traffic control or for the addition of or changes to benches, landscaping under four feet (4') in height, marketing signs less than two feet (2') wide or any replacements of any existing improvements. Without limiting the foregoing, no buildings or other structures within the Shopping Center shall be constructed or placed outside of the "Permissible Building Areas" shown on Exhibit B of the Lease. Subject to the rights of Existing Tenants, in no event shall building heights on "Outparcels" depicted as such on Exhibit B of the Lease and fronting State Highway 141 exceed current heights for existing buildings and twenty-six feet (26') in height (with an additional two feet [2'] for architectural features provided that such features shall cover not more than fifteen percent [15%] of any linear building façade) for new buildings constructed on the Outparcels. Because neither Landlord nor its affiliates owns OP # 1or OP #2 depicted on

Exhibit B of the Lease, no height restrictions contained herein shall apply to such Outparcels, but Tenant shall have the right to enforce the following existing restrictions against such Outparcels: Declaration Regarding Outparcels dated July 24, 2007, by Landlord, recorded in Book 4835, Page 489 of the Records of the Clerk of the Superior Court of Forsyth County (which provided for height restrictions of thirty feet (30') including all architectural features for OP #1, OP #2, OP #3 and OP #4 and twenty-six feet (26') including all architectural features for OP #5 and OP #6). Subject to the rights of Existing Tenants (as defined in the Lease), Landlord shall not permit any tenant, other than Tenant (as permitted in Paragraph 9 below and for sidewalk sales as permitted under the Lease), within the Shopping Center to conduct a sale or otherwise place inventory, merchandise or display items on any portion of the Common Areas (excluding patio seating areas and drive-thrus), except that it is agreed that (i) Landlord shall have the right to place, operate (or permit to be placed or operated) in the Common Areas kiosks on a commercially-reasonable basis, provided no such kiosk is located within Tenant's Primary Parking Area, the Main Drive Driveway or Controlled Driveways, and, further provided that, all aspects of the operations of kiosks, including, without limitation, the number thereof, are consistent with the use and operation of kiosks in first-class shopping centers in the State of Georgia, (ii) restaurants may have outdoor seating, provided all such outdoor seating is confined to the sidewalk area immediately adjacent to each such operation, and (iii) certain promotional activities, such as a grand opening and other promotions, may occur within the Common Areas provided same are not located within the Tenant's Primary Parking Area, the Main Driveway or Controlled Driveways and do not otherwise interfere with the reasonable ingress and egress of vehicles and pedestrians in and around the Shopping Center, and provided that such promotional activities comply with the requirements of Paragraph 9 below.

6. Subject to the rights of Existing Tenants (as defined in Paragraph 7.7 of the Lease), the Premises shall not be used, and Landlord shall not lease or permit the use of space in the Shopping Center or in any of the Outparcels, for the following: (i) any bowling alley unless such use is part of a use such as Jillian's, Dave and Busters or Lucky Strike located at least three hundred feet (300') from the Premises; (ii) any arcade unless incidental to another permitted use or such use is part of a use such as Jillian's, Dave and Busters, Lucky Strike or Chuck E Cheese located at least three hundred feet (300') from the Premises; (iii) any tavern or bar, except to the extent incidental to a restaurant operated primarily for on-premises consumption (i.e., less than 40% alcohol sales for restaurants north of the "Main Driveway" (herein so called and as shown on Exhibit B of the Lease) and 45% for restaurants south of the Main Driveway, except that (a) two (2) upscale bars (including wine bars or pub style restaurants) not exceeding 5,000 square feet each (such as The Grape or Fox and the Hound) shall be permitted south of the Main Driveway and (b) Marlows Tavern (or its successors or assigns expressly permitted under its lease agreement) containing approximately 3,505 square feet in the space within Building 100 described on Exhibit B of the Lease shall be allowed alcohol sales of up to 50% of its gross sales; (iv) any health club, spa or gymnasium within three hundred feet (300') of the Premises; (v) any night club or discothèque; (vi) any second hand store (however uses such as TJ Maxx, Ross, Steinmart, or Tuesday Morning shall be allowed and quality retailers typically found in first class shopping centers shall be allowed such

as Game Stop, Movie Stop, Plato's Closet, Once Upon A Child or an upscale antique store; (vii) any mobile home park or trailer court (except that this provision shall not prohibit the temporary use of construction trailers); (viii) any dumping, disposing, incineration or reduction of garbage (exclusive of appropriately screened dumpsters or compactors located in the rear of any building or in the service court of any building); (ix) any fire sale, bankruptcy sale (unless pursuant to a court order), (x) any central laundry or dry cleaning plant or laundromat (except that this prohibition shall not be applicable to on-site service provided solely for the pickup and delivery by the ultimate consumer); (xi) any automobile, truck, or R.V. sales, leasing or repair; (xii) any skating rink unless temporary and located at least three hundred feet (300') from the Premises or unless such use is part of a use such as Jillian's, Dave and Busters or Lucky Strike located at least three hundred feet (300') from the Premises; (xiii) any living quarters, sleeping apartments or lodging rooms; (xiv) any veterinary hospital, animal raising facilities or pet shop, except that this prohibition only prohibits a pet shop if it is adjacent to the Premises; however Petsmart, Petco or similar national chain pet stores shall be allowed adjacent to the Premises; (xv) any mortuary; (xvi) any pawn shop; (xvii) any bingo club; (xviii) any auction house; (xix) any flea market; (xx) any restaurant within one hundred feet (100') of the Premises, any full service sit down restaurant within two hundred feet (200') of the Premises or any restaurant in Building 100 except that existing restaurants in Building 100 can be replaced with comparable restaurant uses; (xxi) any movie theatre except as shown on Exhibit B of the Lease; (xxii) any establishment selling or exhibiting pornographic materials; (xxiii) any place of religious worship (except incidentally to any movie theater use permitted hereunder); (xxiv) any ground floor training or educational facility, including but not limited to: barber colleges, reading rooms, places of instruction or other operations catering primarily to student or trainees rather than to customers, except one (1) quality operator typically found in first class shopping centers shall be permitted, such as Sylvan Learning Center, which is located at least three hundred feet (300') from the Premises and contains no more than five thousand (5,000) square feet; (xxv) any "dollar store" or "big lots" discount store or other similar operation selling merchandise at less than full retail price (however tenants such as TJ Maxx, Ross, Steinmart or Tuesday Morning shall be allowed); (xxvi) any tattoo parlor; or (xxvii) any use which is a public or private nuisance.

7. Subject to the rights of Existing Tenants, so long as Tenant is operating within the Premises for the primary purpose of the sale of sporting goods, sports apparel, footwear and/or sports accessories or Tenant has another store in the immediate trade area with such operations (subject in both events to interruptions in operations due to casualty, condemnation and events described in Article 31 of the Lease), then Landlord, and its successors and assigns, shall not operate or permit under any circumstances to be operated within the Shopping Center, Phase Two or within any of the Outparcels any other store in the business of selling sporting goods or sports apparel, footwear or sports accessories. The incidental sale of such items in connection with the overall business of another operator or tenant shall not be deemed a violation of this Paragraph 7. As used herein, "incidental sale" shall mean less than five percent (5%) of such operator's or tenant's gross sales and less than five hundred (500) square feet of such operator's or tenant's display area (inclusive of allocable aisle space). As used herein, "immediate

trade area" shall mean the area within a fifteen (15) mile radius of the boundaries of the Shopping Center. The foregoing restriction shall not prohibit the operation of a department store such as Dillards, Kohl's or Target. In addition, in the event any shoe store which is existing as of the date of this Lease permanently ceases operations in the Shopping Center, Landlord may at any time replace it with a comparable shoe store of no greater square footage, provided that a shoe store not primarily (*i.e.*, in more than fifty percent (50%) of such operator's display area) selling athletic shoes and/or athletic apparel cannot be replaced with a shoe store primarily selling athletic footwear and/or athletic apparel.

8. Subject to Article 23 of the Lease, Landlord agrees that the Shopping Center shall contain at all times not less than (i) one hundred percent (100%) of the number and layout of parking spaces within "Tenant's Primary Parking Area" (herein so called and as shown on Exhibit B of the Lease), (ii) ninety-eight percent (98%) of the number of parking spaces north of, but not including, the Main Driveway, and (iii) ninety percent (90%) of the number of parking spaces south of, and including, the Main Driveway. All parking spaces within Tenant's Primary Parking Area shall be as shown on Exhibit B of the Lease, at all times during the term of the Lease.

9. Landlord hereby gives and grants to Tenant during the term of the Lease, for the benefit of Tenant and Tenant's subtenants, licensees and concessionaires, and their respective employees, contractors, customers, invitees and deliverymen, the right to use all of the Common Areas, in common with Landlord and all other tenants and occupants of the Shopping Center and their respective employees, contractors, assigns, customers, invitees and deliverymen. The rights hereby granted with respect to the Common Areas shall run with and bind the Shopping Center and the land on which it is located, shall be binding upon Landlord and Landlord's successors in title to all or any part of the Shopping Center, and shall constitute an irrevocable, nonexclusive easement appurtenant to the Premises for the benefit of, and shall be enforceable by, Tenant and its successors and assigns throughout the term of the Lease. Notwithstanding the foregoing, Tenant shall have the exclusive right to use, from time to time, at no extra charge, the portion of the Common Areas depicted as the "outside sales area" on Exhibit B of the Lease as part of a first-class marketing and promotions program for the Premises, provided such events shall: (i) be conducted in a manner consistent with promotional and sales events conducted in first-class shopping centers in the Atlanta, Georgia metropolitan area, (ii) not interfere with normal vehicular ingress and egress to and from the parking areas or over the drive aisles, (iii) not materially interfere with the normal business operations of any other tenant or occupant of the Shopping Center or materially impair the signage of any other tenant or occupant, and (iv) not violate any Legal Requirements or clause (b) of Section 3 of the AMC Lease Amendment (as defined in the Lease). In addition, Tenant shall be permitted to store, on a temporary basis, its shopping carts in up to four (4) parking spaces for shopping cart corrals as shown on Exhibit B of the Lease. With respect to shopping carts provided by Tenant for the use of its customers, Tenant will use reasonable efforts to periodically remove the same from the Common Areas.

[Signature Page Follows]

[Signature Page to Memorandum of Lease]

EXECUTED as of the date first written above.

LANDLORD:

AVENUE FORSYTH, LLC,
a Georgia limited liability company

Witness:

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: Michael Cohn
Title: Executive Vice President

[CORPORATE SEAL]

TENANT:

ACADEMY, LTD., a Texas limited partnership

Witness:

By: Academy Managing Co., L.L.C., a Texas limited liability company, its general partner

By: _____
Name: R. Lucian Bevill
Title: EVP + CFO

STATE OF GEORGIA §

§

COUNTY OF FULTON §

The foregoing instrument was acknowledged before me this 31 day of March 2011, by Michael Cohn, Executive Vice President of Cousins Properties Incorporated, a Georgia corporation which is the Development Management for CP Venture IV Holdings LLC, a Delaware limited liability company which is the sole member of CP Venture Six, LLC, a Delaware limited liability company which is the sole member of Avenue Forsyth, LLC, a Georgia limited liability company.

ALINNA KERR NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES 7-16-2012

Alinna Kerr
Notary Public, State of Georgia

My Commission Expires: 7-16-12

STATE OF TEXAS §

§

COUNTY OF Harris §

The foregoing instrument was acknowledged before me this 31st day of March 2011, by R Michael Arnett, EVP & CFO of Academy Managing Co., LLC, a Texas limited liability company, general partner of Academy Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

Sara Diane Hromadka
Notary Public, State of Texas

My Commission Expires: 01-16-12

SARA DIANE HROMADKA
Notary Public, State of Texas
My Commission Expires
January 16, 2012

EXHIBIT A

LEGAL DESCRIPTION OF THE SHOPPING CENTER

The "Shopping Center Parcel," according to the Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia, containing 2,307,232 square feet or 52.9668 acres of land, more or less.

Ret
After recording please return to:
Ronnie Grizzle - Water Dept
110 East Main Street
Suite 150
Cumming, GA 30040

Doc ID: 012818670009 Type: GLR
Recorded: 11/14/2011 at 03:45:21 PM
Fee Amt: $28.00 Page 1 of 9
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK6107 PG653-661

STATE OF GEORGIA

COUNTY OF FORSYTH

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that as of the 20th day of September 2011, the undersigned **AVENUE FORSYTH LLC** (herein called "Grantor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto FORSYTH COUNTY, GEORGIA, a political subdivision of the State of Georgia (herein called "Grantee"), a perpetual exclusive (subject to limitations below) right, privilege and easement (herein called the "Easement") in, to, across, over, upon, under and through the lands of Grantor located in Land Lot 487 of the 2nd District and 1st Section of Forsyth County, Georgia (herein called the "Land") being more particularly described on Exhibit "A", and by this reference incorporated herein and made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of certain underground gravity sewer line (hereinafter the "Installations"), for the purpose of channeling or distributing water, sewage, reuse water or treated effluent, storm water runoff, and such other substances as the Forsyth County Water and Sewer Department, or its successor, may find it necessary to manage, treat, distribute, provide, sell, or dispose of, together with the right of entry into and upon the Land for the purpose of effecting the foregoing rights, privileges and easements.

By its acceptance hereof, Grantee hereby agrees with Grantor, its successors, assigns, and successors in title, that the rights, privileges and easements shall be exercised on the following terms and conditions:

1. Grantee shall operate, repair, replace and maintain continuously the Installations upon the Land, which Installations shall be maintained in good order and repair.

2. The Installations shall be maintained within the location of the Land as described on Exhibit "A" and as depicted on Exhibit "B". Temporary construction easements, if applicable, shall be utilized to facilitate construction and installation within the areas designated for such purpose on Exhibit "B," and shall expire TWO (2) year(s) from the start date of construction or upon completion and acceptance of the project by Forsyth County, whichever first occurs.

3. Any relocation of the Installations as may be requested by Grantor shall be made at Grantor's expense, provided Grantee approves the relocation, which Installations shall be maintained in good order and repair.

4. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Easement or that may hereafter be placed on the Easement by Grantor or any other person or entity in violation of the terms and conditions of this agreement.

5. Grantee shall have the right, when required by law or governmental regulation, but only following written notice to Grantor, to conduct scientific or other studies including but not limited to environmental, geotechnical, and archaeological studies on or below the ground surface of the Easement. At Grantor's option, Grantee shall provide to Grantor a copy of any such studies following a written request therefor from Grantor.

6. The easement granted herein is exclusive; however, Grantor shall have the right to use the easement in all manners that are not inconsistent with the rights granted to the County and which are not in violation of the County's regulations regarding the use of exclusive sewer easements. Specifically Grantee's Easement shall be limited by the following: (i) the easement may be crossed in the manner depicted on Exhibit "B" to this First Amendment or at a ninety degree angle by other public or private streets and utilities, sidewalks, paving and parking areas, provided they are not inconsistent with the rights granted to Grantee herein, all applicable local, state and federal laws, ordinances and regulations are complied with, and provided that any proposed grading (cut or fill) does not impact the Installation (Grantee acknowledges that the planned improvements depicted on Exhibit "B" would not be inconsistent with the rights granted to Grantee herein); and (ii) the surface of the easement area may be used by Grantor, its successors and assigns, for landscaping, provided no trees are planted thereon, provided such uses are not inconsistent with the rights granted Grantee herein. By way of example and without limitation of Grantee's control, no structures other than fences (which shall not exceed eight [8] feet in height) may be erected upon the Easement. Any fences so erected shall be of a type that could easily be removed should maintenance of the Installation be required (stone or brick fences are examples of types that are not permitted), must be gated sufficiently to enable the passage of service vehicles along the easement area, and must be approved in advance in writing by the Grantee. Furthermore, no grading (cut or fill) may be done within the easement, without approval from the Grantee.

If any driveway, parking lot, street or road, whether or not paved, which is located on the Land and which is permitted pursuant to Paragraph 6 hereof is damaged or removed as a result of the construction, installation or repair of the Installations by Grantee, or as a result of Grantee's activities under Paragraph 3(e) hereof, Grantee shall, at its sole cost and expense, repair, restore or replace such driveway, street or road to the condition in which it existed immediately prior to such construction or repair of the Installations.

7. After the completion of any repair, maintenance or replacement of the Installations, Grantee shall leave the Land in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas and seeded grass areas which may have been disturbed by such work are restored to their former condition as nearly as practicable. Areas where dirt has been removed shall be re-seeded and covered with straw by Grantee.

The terms and conditions hereof shall be binding upon, and inure to the benefit of the successors and assigns of the respective parties hereto.

TO HAVE AND TO HOLD said easement perpetually unto Grantee, its successors and assign, the right, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the covenants herein set forth.

[signatures on following page]

IN WITNESS WHEREOF, Grantor and Grantee have each executed and delivered the Utility Easement under seal as of the day and year first above written.

GRANTOR:

AVENUE FORSYTH LLC,
A Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
William I. Bassett
Senior Vice President

Attest: _____
Pamela F. Roper
Assistant Corporate Secretary

[corporate seal]

Signed, sealed and delivered
in the presence of:

_____
Notary Public

My Commission Expires:

7-16-12

(Notary Seal)

ALINNA KERR NOTARY PUBLIC FULTON COUNTY, GEORGIA MY COMMISSION EXPIRES 07.16.2012

GRANTEE:

FORSYTH COUNTY BOARD OF COMMISSIONERS

By: _____
County Manager

Attest: _____
Clerk to the Board of Commissioners

Signed, sealed and delivered
In the presence of:

_____
Notary Public

My Commission Expires:

5-28-13

(Notary Seal)

CARLA FLOYD NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES May 28, 2013

Exhibit "A"

The Avenue Forsyth
"Proposed Sanitary Sewer Easement #1"

All that tract or parcel of land lying and being in Land Lot 487, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Highway 400, North 33° 25' 42" West, 89.60 feet to a point; thence, North 84° 11' 20" West, 484.66 feet to a point; thence, leaving the aforesaid right-of-way of Georgia State Highway 400 South 54° 03' 53" East, 107.38 feet along a tie line to the TRUE POINT OF BEGINNING.

Thence, from said TRUE POINT OF BEGINNING as thus established

1. North 85° 42' 43" East, 3.69 feet; thence,
2. South 04° 17' 17" East, 7.74 feet; thence,
3. North 29° 45' 46" West, 8.57 feet to the POINT OF BEGINNING, containing 14 square feet or 0.0003 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

TOGETHER WITH:

The Avenue Forsyth
"Proposed Sanitary Sewer Easement #2"

All that tract or parcel of land lying and being in Land Lot 487, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Highway 400, North 33° 25' 42" West, 89.60 feet to a point; thence, North 84° 11' 20" West, 484.66 feet to a point; thence, leaving the aforesaid right-of-way of Georgia State Highway 400 South 60° 35' 44" West, 285.59 feet along a tie line to the TRUE POINT OF BEGINNING.

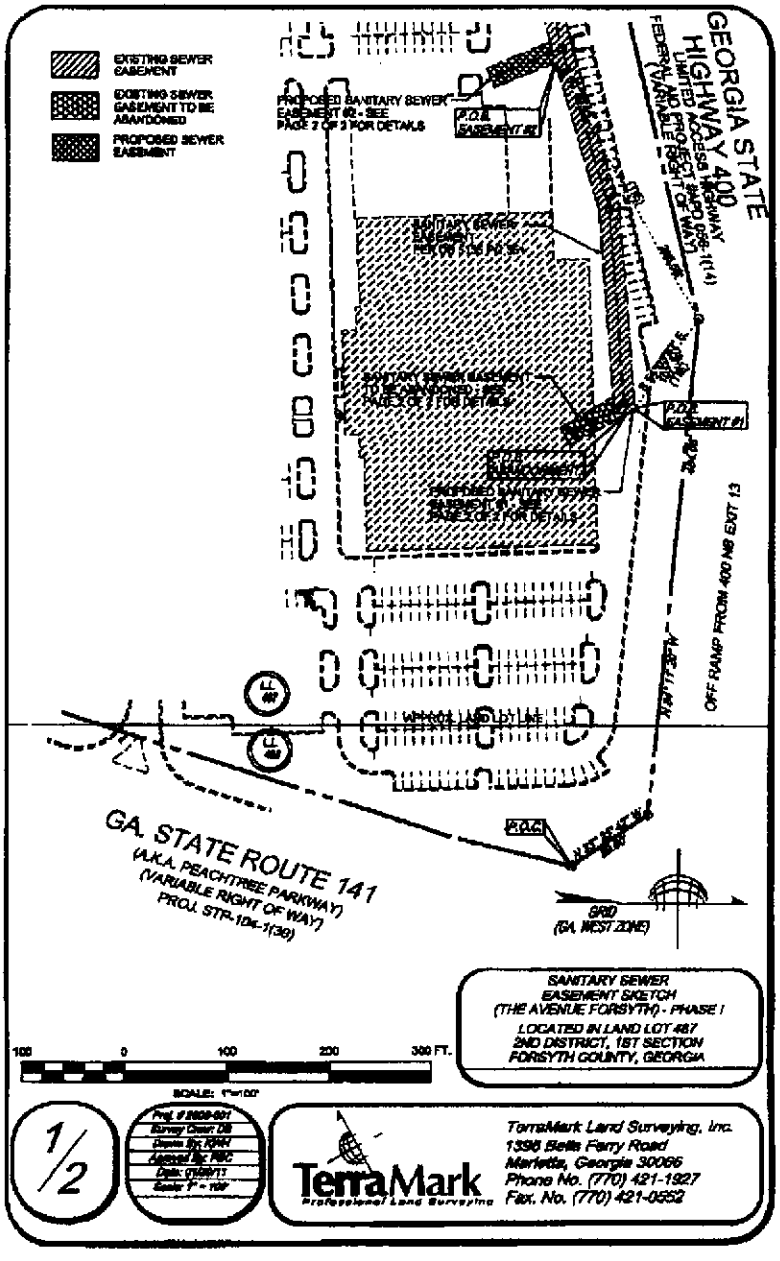
Thence, from said TRUE POINT OF BEGINNING as thus established

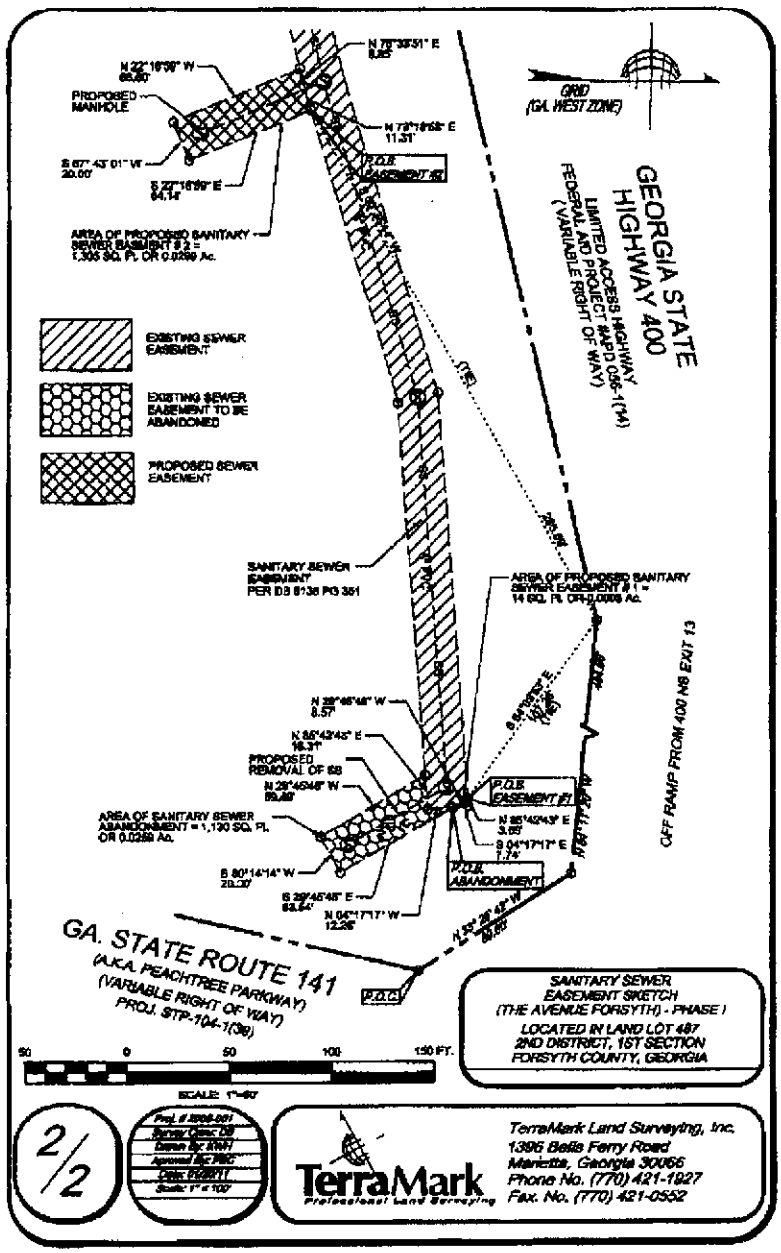
1. South 22° 16' 59" East, 64.14 feet; thence,
2. South 67° 43' 01" West, 20.00 feet; thence,
3. North 22° 16' 59" West, 66.60 feet; thence,
4. North 76° 33' 51" East, 8.85 feet; thence,
5. North 73° 18' 58" East, 11.31 feet to the POINT OF BEGINNING, containing 1,305 square feet or 0.0299 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

Exhibit "B"

(Sanitary Sewer Easement Sketch (The Avenue Forsyth) – Phase I
Created by TerraMark Land Surveying, Inc..
Dated January 20, 2011
Project # 2006-01; Pages 1 and 2)


EXISTING SEWER EASEMENT
EXISTING SEWER EASEMENT TO BE ABANDONED
PROPOSED SEWER EASEMENT
PROPOSED SANITARY SEWER EASEMENT #2 - SEE PAGE 2 OF 2 FOR DETAILS
P.O.B. EASEMENT #2
SANITARY SEWER EASEMENT
SANITARY SEWER EASEMENT TO BE ABANDONED - SEE PAGE 2 OF 2 FOR DETAILS
P.O.B. EASEMENT #1
PROPOSED SANITARY SEWER EASEMENT #1 - SEE PAGE 2 OF 2 FOR DETAILS
GEORGIA STATE HIGHWAY 400
LIMITED ACCESS HIGHWAY
FEDERAL AID PROJECT SHPD 058-1(14)
(VARIABLE RIGHT OF WAY)
OFF RAMP FROM 400 NB EXIT 13
APPROX. LAND LOT LINE
P.O.C.
GA. STATE ROUTE 141
(A.K.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
PROJ. STP-104-1(39)
GRID
(GA. WEST ZONE)
SANITARY SEWER EASEMENT SKETCH
(THE AVENUE FORSYTH) - PHASE I
LOCATED IN LAND LOT 487
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA
100 0 100 200 300 FT.
SCALE: 1"=100'
1/2
TerraMark
Professional Land Surveying
TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax. No. (770) 421-0552

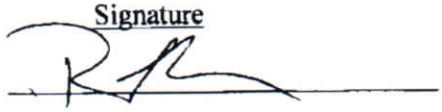

GEORGIA STATE HIGHWAY 400
LIMITED ACCESS HIGHWAY
FEDERAL AID PROJECT #APD 026-1(14)
(VARIABLE RIGHT OF WAY)
GRID
(GA. WEST ZONE)
EXISTING SEWER EASEMENT
EXISTING SEWER EASEMENT TO BE ABANDONED
PROPOSED SEWER EASEMENT
PROPOSED MANHOLE
AREA OF PROPOSED SANITARY SEWER EASEMENT = 1,305 SQ. FT. OR 0.0299 Ac.
SANITARY SEWER EASEMENT PER DB 8136 PG 351
AREA OF PROPOSED SANITARY SEWER EASEMENT # 1 = 14 SQ. FT. OR 0.0008 Ac.
PROPOSED REMOVAL OF SS
AREA OF SANITARY SEWER ABANDONMENT = 1,130 SQ. FT. OR 0.0259 Ac.
P.O.B. EASEMENT #2
P.O.B. EASEMENT #1
P.O.B. ABANDONMENT
P.O.C.
GA. STATE ROUTE 141
(AKA PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
PROJ. STP-104-1(39)
OFF RAMP FROM 400 NB EXIT 13
50 0 50 100 150 FT.
SCALE: 1"=50'
SANITARY SEWER EASEMENT SKETCH
(THE AVENUE FORSYTH) - PHASE I
LOCATED IN LAND LOT 487
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA
2/2
TerraMark
TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax. No. (770) 421-0552

CERTIFICATE OF AUTHORITY AND CERTIFICATE OF INCUMBENCY

I, Pamela F. Roper, hereby certify the following (i) that I am an Assistant Corporate Secretary of Cousins Properties Incorporated (the "Corporation"); (ii) Avenue Forsyth LLC, a Georgia limited liability company ("AF") is the owner of that certain shopping center commonly known as The Avenue® Forsyth, in Cumming, Forsyth County, Georgia (the "Property"); (iii) that, pursuant to that certain Operating Agreement of Avenue Forsyth LLC dated January 17, 2007, as amended by that certain First Amendment to Operating Agreement of Avenue Forsyth LLC, dated December 20, 2007, but effective as of December 1, 2007 (collectively, the "AF Agreement"), between CP Venture Six LLC, a Delaware limited liability company ("CPV6") and AF, the CPV6 is the sole member of AF; (iv) that, pursuant to that certain Limited Liability Company Agreement of CP Venture Six LLC (the "CPV6 Agreement"), dated June 29, 2006, between CPV6 and CP Venture IV Holdings LLC, a Delaware limited liability company ("CPV4H"), CPV4H is the sole member of CPV6 and is the "Manager" of CPV6; and (v) that the Corporation has been designated as the "Development Manager" for CPV6, pursuant to Section 6.1.2 of that certain Limited Liability Company Operating Agreement of CPV4H, dated June 29, 2006 (the "CPV4H Agreement"), between the Corporation and The Prudential Insurance Company of America, a New Jersey corporation.

I further certify the following: (a) the CPV4H agreement grants the authority to the Development Manager, *inter alia*, to act on behalf of CPV4H with regard to any decision of CPV4H as the managing member of CPV6 and to execute on behalf of CPV4H, as a member of CPV6, any document or agreement binding on CPV6 as it deems necessary or advisable; (b) the CPV6 Agreement grants the authority to CPV4H, *inter alia*, to hold, own, develop, operate, maintain, improve, lease and sell any real estate development, including issuing promissory notes or other evidences of indebtedness in connection with such real estate development and conducting any other activity which is necessary to carry on the activities related to such real estate development; (c) the AF Agreement grants the authority to CPV6, as the sole Member of AF, to control, direct, manage and administer the business and affairs of AF and to do all things necessary to carry on the business and purposes of AF; (d) the execution of an easement and/or an indemnity agreement (indemnifying for claims related to liens against the Property) in favor of any utility company or governmental entity in connection with development activities related to the Property is necessary to carry on the business and purposes of AF, CVP4H and CPV6 and is necessary to carry on the activities related to the real estate development that is the Property and therefore the execution of such an easement and indemnity agreement is within the scope of the Corporation's authority as Development Manager, as outlined above.

As Assistant Secretary of the Corporation, I hereby certify that the following individuals are officers of the Corporation and are authorized and have been directed to prepare, execute and deliver or file all such certificates, instruments and documents and to take any action as such officers in their discretion may deem necessary or desirable in connection with the duties of the Corporation:

Name/Title	Signature
Pamela F. Roper Senior Vice President,	

Associate General Counsel and Assistant Corporate Secretary
William I. Basset
Senior Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation as of September 20, 2011.

Pamela F. Roper
Assistant Corporate Secretary

[CORPORATE SEAL]

After Recordation, return to:

Anthony D. Greene, Esq.
Troutman Sanders LLP
600 Peachtree Street, NE, Suite 5200
Atlanta, GA 30308

Doc ID: 012846890010 Type: GLR
Recorded: 03/26/2012 at 11:45:52 AM
Fee Amt: $28.00 Page 1 of 10
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6235 PG 14-23

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(Out-Parcel Three, the Avenue Forsyth)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "CC&R") is made and entered into as of this, the 20th day of March, 2012, by **CP – FORSYTH INVESTMENTS, LLC,** a Georgia limited liability company (hereinafter referred to as "CP" or "Declarant") and **AVENUE FORSYTH, LLC**, a Georgia limited liability company (hereinafter referred to as "Forsyth, LLC").

WITNESSETH:

WHEREAS, CP is the owner of that certain tract of land located in Forsyth County, Georgia, more particularly described on **Exhibit "A"**, which is attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"); and

WHEREAS, FORSYTH, LLC, is the owner of that certain tract of land located in Forsyth County, Georgia, more particularly described on **Exhibit "B"**, which is attached hereto and incorporated herein by this reference (hereinafter referred to as the "Shopping Center Tract"); and

WHEREAS, the Property is subject to that certain Ground Lease between CP, as Landlord and Carrabba's Italian Grill, LLC ("Tenant"), as Tenant dated March 16, 2012 (the "Carrabba's Lease"); and

WHEREAS, Forsyth, LLC recorded that certain Declaration Regarding Outparcels dated July 24, 2007 in Deed Book 4835, Pages 489-543 of the real estate records of Forsyth County, Georgia, as amended (the "Declaration"), which Declaration affects the Property; and

WHEREAS, CP is an affiliated company with Forsyth, LLC; and

WHEREAS, CP desires to declare, create and establish certain additional covenants, conditions and restrictions on the use and development of the Property as more particularly hereinafter set forth.

NOW, THEREFORE, CP hereby covenants, agrees and declares that the Property shall be and is hereby declared to be subject to the covenants, conditions and restrictions more particularly set forth in this CC&R for the benefit of CP, Forsyth, LLC, and its successors-in-title to the Shopping Center Tract, and their respective successors and assigns, and that the Property shall hereafter be held, transferred, sold, conveyed, used, leased, rented, enjoyed, occupied, mortgaged, or otherwise encumbered or disposed of subject to the covenants, conditions and restrictions set forth in this CC&R, as follows:

A. Restrictions. CP declares and establishes that the Property shall be subject to the following restrictions:

1. There shall be only one (1) building (the "Building") on the Property, which Building shall not exceed the maximum height set forth in the Declaration.

2. The Property may be utilized for a table service restaurant and all uses ancillary thereto (which may include, without limitation, at Tenant's option, all or any number of the following: a bar area, the sale of alcoholic beverages, ancillary merchandise sales not to exceed ten percent (10%) of Tenant's Gross Sales) and any other uses not expressly prohibited by the Carrabba's Lease or the Declaration (the "Permitted Use"). Tenant shall operate the Premises initially as a Carrabba's Italian Grill as is commonly operated throughout the Southeast (the "Initial Use"). For purposes of this Lease, a "table service" restaurant means any restaurant that (a) takes food or drink orders from customers at a customer's table; (b) delivers a check to customers at a customer's table; and (c) delivers food or drinks to customers at a customer's table. Declarant, as the Owner of the Property, further expressly covenants and agrees, for itself and for the benefit of Forsyth, LLC (and which covenant shall not be for the benefit of nor enforceable by the owners of the other Outparcels [as such term is defined in the Declaration]), in the event the owner or occupant of the Property desires to effect a change in the Initial Use or Permitted Use then in effect at the Property, such owner shall not effect a change in use which is a primary use that directly competes with the primary use of a tenant of the Shopping Center Tract (either of which is hereinafter referred to as a "Protected User"), provided that such Protected User has either (x) been granted by Declarant or the owner of the Shopping Center Tract, as the case may be, an "exclusive" right to such primary use (an "Exclusive Use") or (y) received a covenant from the Declarant or the owner of the Shopping Center Tract, as the case may be, not to lease to a competing user (a "Covenant"). With respect to a primary featured food concept, direct competition will only be deemed to exist if both restaurants would be generally identified by the public as having the same predominant or primary featured food type or ethnic cuisine. Examples of restaurants which have a predominant or primary featured food type or ethnic cuisine include restaurants clearly identifiable as Italian restaurants, Mexican restaurants, French restaurants, seafood restaurants, and steakhouses.

Varied menu themed restaurants, such as Chili's, Friday's and Applebee's do not have a predominant or primary featured food type or ethnic cuisine.

At such time as the owner or occupant of the Property (the "Property Owner") has determined to effect a change in the Initial Use or the Permitted Use then in effect at the Property, the following procedure shall be:

(i) The Property Owner shall set forth the proposed change in primary use in a written notice to the owner of the Shopping Center Tract and request that the owner of the Shopping Center Tract respond within twenty (20) business days after receipt with a statement (a) listing all of the Protected Users and the Exclusive Uses and/or Covenants then in effect on the Shopping Center Tract, and (b) advising whether, in the reasonable discretion of the owner of the Shopping Center Tract, the proposed primary use violates an existing Exclusive Use or Covenant.

(ii) The owner of the Shopping Center Tract shall, within twenty (20) business days after receipt, respond to the owner and occupant of the Property with a statement (a) listing all of the Protected Users and the Exclusive Uses and/or Covenants then in effect on the Shopping Center Tract, and (b) advising whether, in the reasonable discretion of the owner of the Shopping Center Tract, the proposed primary use violates an existing Exclusive Use or Covenant (in which event the Property Owner shall not be entitled to change the Initial Use or the Permitted Use then in effect at the Property to the proposed use). Notwithstanding the foregoing, the Property Owner shall have the right to seek an agreement from any Protected User permitting the proposed use of the Property Owner, and in the event such an agreement is reached, (following the Property Owner's delivery of a copy of the agreement to the owner of the Shopping Center Tract) the proposed use shall be deemed permitted as to the Property. If the owner of the Shopping Center Tract does not respond to the owner and occupant of the Property within twenty (20) business days after receipt of the Property Owner's notice, the Property Owner may say send a second (2nd) written notice to the owner of the Shopping Center Tract advising of the proposed change in use and stating in all caps "THIS NOTICE IS THE SECOND NOTICE TO THE OWNER OF THE SHOPPING CENTER TRACT REGARDING A PROPOSED CHANGE OF USE AS TO OUTPARCEL 3. IN THE EVENT THE OWNER AND OCCUPANT OF OUTPARCEL 3 DO NOT RECEIVE A RESPONSE TO THIS REQUEST WITHIN FIVE (5) BUSINESS DAYS OF YOUR RECEIPT OF THIS REQUEST, YOU WILL BE DEEMED TO HAVE ADVISED THAT THERE ARE NO PROTECTED USERS WITHIN THE SHOPPING CENTER TRACT, THE PROPOSED USE DOES NOT VIOLATE ANY EXISTING EXCLUSIVE USES OR COVENANTS WITHIN THE SHOPPING CENTER TRACT AND THAT YOU CONSENT TO SUCH PROPOSED PRIMARY USE FOR OUTPARCEL 3." If the owner of the Shopping Center Tract does not deliver a response to the owner and occupant of the Property within five (5) business days of its receipt of the second (2nd) notice, the owner of the Shopping Center Tract will be deemed to have advised that there are no Protected Users in effect on the Shopping Center Tract, the proposed use of the Property does not violate any existing Exclusive Uses or Covenants then in effect on the Shopping Center Tract and that the proposed use of the Property is permitted by the owner of the Shopping Center Tract.

(iii) In the event the proposed change in use is permitted by the owner of the Shopping Center Tract, the Property Owner shall have a period of one (1) year to actually effect such change in use and if the Property Owner fails to effect such change in use within such one (1) year period, the Property Owner shall be required to again give notice of its proposed change in use as contemplated in subsections (i) and (ii) above.

B. Annual Maintenance Contributions Under Declaration Regarding Outparcels. Notwithstanding anything to the contrary contained in the Declaration, the CAM Contribution (as defined in the Declaration) payable by the owner of the Property to the owner of the Shopping Center Tract shall be Five Thousand Two Hundred and No/100 Dollars ($5,200.00) per year for calendar year 2012, and such CAM Contribution shall be increased on January 1st of each year thereafter by an amount equal to four percent (4%) of the CAM Contribution in effect for the year preceding the adjustment date.

C. Sewer Capacity Fee. The owner of the Shopping Center Tract has purchased and reserved with Forsyth County certain sewage treatment capacity based on expected sewage treatment usage per day in the Shopping Center Tract ("Reserved Sewer Capacity"). The owner of the Shopping Center Tract's acquisition cost of the Reserved Sewer Capacity was Nineteen and No/100 Dollars ($19.00) per gallon per day. In connection therewith, the Property Owner will be responsible for reimbursing the owner of the Shopping Center Tract for the Property Owner's share of the Reserved Sewer Capacity at a rate of Nineteen and No/100 Dollars ($19.00) per gallon per day as calculated herein. Simultaneously with Tenant's submittal of "Tenant's Plans" (as defined in the Carrabba's Lease), the Property Owner will provide the owner of the Shopping Center Tract with one (1) year of monthly data on water usage for three (3) similarly sized table service restaurants in Tenant's chain. The Property's allocation of the Reserved Sewer Capacity will be calculated by taking the average gallons per day used for the peak month during the one (1) year period and multiplying it by an infiltration peaking factor of 1.3. The result of such calculation will be the allocation of the Reserved Sewer Capacity for the Property. The Property Owner's share of the costs of Reserved Sewer Capacity will be the Property's allocation of the Reserved Sewer Capacity multiplied by Nineteen and No/100 Dollars ($19.00) per gallon. In the event the Property Owner is unable to produce historical data, the allocation of Reserved Sewer Capacity for the Property will be determined by the owner of the Shopping Center Tract in its sole but reasonable discretion. The share of the cost of Reserved Sewer Capacity for the Property will be paid to the owner of the Shopping Center Tract no later than the Rent Commencement Date (as defined in the Carrabba's Lease). After Tenant opens for business in the Premises, the Property Owner will monitor Tenant's water usage per submeter readings and provide such information to the owner of the Shopping Center Tract. In the event the actual usage (multiplied by the infiltration peaking factor of 1.3) exceeds the Property's allocation of the Reserved Sewer Capacity during a one (1) month billing cycle by more than five percent (5%), in the second (2nd) such instance within a twenty-four (24) month period, the Property Owner will reimburse the owner of the Shopping Center Tract for the additional Reserved Sewer Capacity so that allocation of Reserved Sewer Capacity for the Property is equal to the usage during the lesser of the two (2) peak months during such twenty-four (24) month period. Such additional share (calculated at a rate of Nineteen and No/100 Dollars ($19.00) per gallon) shall be paid within thirty (30) days of the owner of the Shopping Center Tract's demand. In the event the actual usage (multiplied by the

infiltration peaking factor of 1.3) remains below ninety percent (90%) of the allocated Reserved Sewer Capacity for the Property for a period of twelve (12) consecutive months during which Tenant is open for business, the owner of the Shopping Center Tract will refund the difference between the share of the Reserved Sewer Capacity for the Property and the actual usage during the peak month of the twelve (12) month period, multiplied by Nineteen and No/100 Dollars ($19.00) per gallon.

D. Duration. The Restrictions set forth in Section A shall remain in effect for twenty (20) years after the date hereof and shall automatically be renewed for successive twenty (20) year periods unless the owner of the Shopping Center Tract terminates the same following the initial twenty (20) year period.

E. Access. The Owner of the Shopping Center Tract shall not alter or relocate the shared curbcuts between the Property and the Shopping Center Tract without the approval of the Owner of the Property. In the event the Owner of the Shopping Center Tract requests such approval from the Owner of the Property, the Owner of the Property shall respond within ten (10) business days of receipt of such request, or if no response is received in such time frame, be deemed to have approved such request.

F. Successors and Assigns. The covenants, conditions, and restrictions set forth in this CC&R shall run with the land and shall be binding upon and benefit Forsyth, LLC, CP, and their respective successors, assigns, legal representatives, and successors-in-title.

G. Amendment. This CC&R may be modified or amended only by the recordation in the Public Records of Forsyth County, Georgia, of a written instrument setting forth such modification or amendment and executed by Forsyth, LLC, and CP, or their respective successors or assigns.

H. Governing Law. This CC&R shall be governed in accordance with the laws of the State of Georgia.

I. Enforcement; Conveyance by Forsyth, LLC of Portion(s) of Shopping Center Tract. The covenants and restrictions set forth herein are made solely for the benefit of the Owner of the Shopping Center Tract, and shall not be enforceable by the Owner or Occupant (as such term is defined in the Declaration) of any other Outparcel (as such term is defined in the Declaration). The Owner(s) of the Shopping Center Tract shall have the right to grant waivers or variances with respect to the aforesaid covenants and restriction on a case by case basis, but no such waiver of variance shall be effective unless same shall be in writing and signed by the Owner(s) of the Shopping Center Tract. Any failure to enforce any covenants contained herein shall in no event be deemed to be a waiver of the right to do so thereafter of a waiver of any right to enforce any other covenant hereof. All remedies provided for herein or at law or in equity shall be cumulative and not exclusive.

In the event that Forsyth, LLC (or its successor-in-title) conveys a portion (but not all) of the Shopping Center Tract such that the title to the land described herein as the Shopping Center Tract is held by more than one Owner, then unless prior to (or simultaneous with) such

conveyance an amendment to this Declaration is recorded which states information to the contrary, the rights granted in this Paragraph I for the sole benefit of the Owner of the Shopping Center Tract shall be for the benefit of the Owner of the largest parcel of land comprising a portion of the Shopping Center Tract.

(Signatures appear on the immediately following page.)

IN WITNESS WHEREOF, the parties have set their hand and seal as of the day, month, and year first above written.

CP – FORSYTH INVESTMENTS LLC,
a Georgia limited liability company

Signed, sealed, and delivered
in the presence of:

By: Cousins Properties Incorporated,
a Georgia corporation, its sole member

Lee Pritchett
Unofficial Witness
Printed Name: Lee Pritchett

By: _____
Printed Name: Pamela F. Myer
Title: Senior Vice President

Alinna Kerr
Notary Public
Printed Name: Alinna Kerr

(CORPORATE SEAL)

My Commission Expires: 7-16-12

(SEAL)

ALINNA KERR
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires: 7-16-2012

(signatures continue on the following page)

AVENUE FORSYTH LLC, a Georgia limited liability company

Signed, sealed, and delivered in the presence of:

Unofficial Witness
Printed Name: Lee Aitchett

Notary Public
Printed Name: Alinna Kerr

My Commission Expires: 7-16-12

(NOTARY SEAL)

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By:
Name: Patrick Rogers
Title: Senior Vice President

(CORPORATE SEAL)

Exhibit "A"

Property Legal Description

The Avenue Forsyth
"Outparcel Three"

All that tract or parcel of land lying and being in Land Lots 487 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 13 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 396.05 feet to a point; thence, along the arc of curve having a chord bearing South 7 degrees 37 minutes 1 second West for 481.00 feet and having a radius of 1,394.35 feet, an arc distance of 483.57 feet to a point on said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 along the arc of a curve having a chord bearing South 05 degrees 13 minutes 17 seconds East for 131.25 feet and having a radius of 1,394.35 feet, an arc distance of 131.30 feet to a point; thence, South 07 degrees 55 minutes 19 seconds East a distance of 5.13 feet to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 88 degrees 13 minutes 23 seconds West a distance of 331.00 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 164.60 feet to a point; thence, along the arc of curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.09 feet and having a radius of 41.50 feet, an arc distance of 65.19 to a point; thence, North 88 degrees 13 minutes 23 seconds East distance of 211.09 feet to a point; thence, South 48 degrees 27 minutes 19 seconds East a distance of 96.28 feet to a point on the westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 64,669 square feet or 1.4713 acres of land, more or less, as shown on that certain Parcel Separation Plat for the Avenue Forsyth, prepared by Terramark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

Exhibit "B"

Shopping Center Tract Legal Description

The "Shopping Center Parcel" according to the Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of Superior Court of Forsyth County, Georgia, containing 2,307,232 square feet or 52.9668 acres of land, more or less.

Doc ID: 013256720008 Type: GLR
Recorded: 11/28/2012 at 11:23:09 AM
Fee Amt: $50.00 Page 1 of 8
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6490 PG 277-284

After recording return to:

RETURN TO:
Isabel M. Garcia, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084

Cross Reference to:

Deed Book 4835, Page 489,
Deed Book 4890, Page 748,
Deed Book 4955, Page 708,
Deed Book 5167, Page 1,
Deed Book 5540, Page 732,
Deed Book 5541, Page 1,
Deed Book 5619, Page 249,
Deed Book 5641, Page 275,
Deed Book 5644, Page 715,
Deed Book 5648, Page 525,
Deed Book 5648, Page 692,
Deed Book 5698, Page 718,
Deed Book 6235, Page 14,
Forsyth County Records

ASSIGNMENT AND ASSUMPTION OF RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS (this "**Assignment**") is made as of this 27th day of November, 2012 (the "**Effective Date**"), by AVENUE FORSYTH LLC, a Georgia limited liability company ("**AF LLC**"), CP FORSYTH INVESTMENTS LLC, a Georgia limited liability company ("**CP LLC**"), and COUSINS REAL ESTATE CORPORATION, a Georgia corporation ("**CREC**"), in favor of FORSYTH OWNER 1, L.P., a Delaware limited partnership ("**Assignee**").

W I T N E S S E T H:

WHEREAS, AF LLC is the declarant under that certain Declaration Regarding Outparcels, dated as of July 24, 2007, and recorded on July 27, 2007, at Deed Book 4835, Page 489, Forsyth County, Georgia Records, as amended by that certain First Amendment to Declaration Regarding Outparcels, dated as of September 30, 2009, and recorded on October 6, 2009, at Deed Book 5540, Page 732, aforesaid records (collectively, the "**Outparcels Declaration**");

WHEREAS, AF LLC and CP LLC, collectively, are the declarant under that certain Declaration of Easements, Rights, Covenants and Restrictions, dated as of June 24, 2008, and recorded on June 26, 2008, at Deed Book 5167, Page 1, Forsyth County, Georgia Records, as amended by that certain First Amendment to Declaration of Easements, Rights, Covenants and Restrictions, dated as of March 1, 2010, and recorded on March 6, 2010, at Deed Book 5641, Page 275, aforesaid records, as re-recorded on June 4, 2010, at Deed Book 5698, Page 718, aforesaid records (collectively, the "**CHOA Declaration**");

WHEREAS, CP LLC is the declarant under (i) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel Four, the Avenue Forsyth), dated as of January 28, 2010, and recorded on January 29, 2010, at Deed Book 5619, Page 249, Forsyth County, Georgia Records (the "**OP 4 Declaration**"), (ii) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel Two, the Avenue Forsyth), dated as of March 9, 2010, and recorded on March 12, 2010, at Deed Book 5644, Page 715, Forsyth County, Georgia Records (the "**OP 2 Declaration**"); (iii) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel 7, the Avenue Forsyth), dated as of March 17, 2010, and recorded on March 19, 2010, at Deed Book 5648, Page 525, Forsyth County, Georgia Records (the "**OP 7 Declaration**"), (iv) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel 6, the Avenue Forsyth), dated as of March 17, 2010, and recorded on March 19, 2010, at Deed Book 5648, Page 692, Forsyth County, Georgia Records (the "**OP 6 Declaration**"), and (v) that certain Declaration of Covenants, Conditions and Restrictions (Out-Parcel Three, the Avenue Forsyth), dated as of March 20, 2012, and recorded on March 26, 2012, at Deed Book 6235, Page 14, Forsyth County, Georgia Records (the "**OP 3 Declaration**");

WHEREAS, CREC is the declarant under (i) that certain Declaration of Covenants, Conditions and Restrictions, dated as of August 31, 2007, and recorded on September 11, 2007, at Deed Book 4890, Page 748, Forsyth County, Georgia Records (the "**OP 1 Declaration**"), (ii) that certain Declaration of Covenants, Conditions and Restrictions, dated as of November 14, 2007, and recorded on November 16, 2007, at Deed Book 4955, Page 708, Forsyth County, Georgia Records (the "**OP 8 Declaration**"), and (iii) that certain Declaration of Covenants, Conditions and Restrictions (Outparcel 10, the Avenue Forsyth), dated as of September 30, 2009, and recorded on October 6, 2009, at Deed Book 5541, Page 1, Forsyth County, Georgia Records (the "**OP 10 Declaration**");

WHEREAS, on or before the date of the execution of this Assignment, AF LLC and CP LLC have entered into that certain Reciprocal Signage and Easement Agreement and Declaration of Covenants and Restrictions (the "**Remainder Parcel Easement Agreement**");

WHEREAS, the Outparcels Declaration, the CHOA Declaration, the OP 2 Declaration, the OP 4 Declaration, the OP 7 Declaration, the OP 6 Declaration, the OP 3 Declaration, the OP 1 Declaration, the OP 8 Declaration, the OP 10 Declaration, and the Remainder Parcel Easement Agreement each encumber and/or benefit that certain tract or parcel of real property described on **Exhibit A** attached hereto and incorporated herein (the "**Property**");

WHEREAS, AF LLC, CP LLC, and CREC are affiliated entities;

WHEREAS, contemporaneously with the execution of this Assignment, AF LLC has granted and conveyed the Property to Assignee;

WHEREAS, AF LLC hereby intends to assign to Assignee, and Assignee intends to assume from AF LLC, all right, title, interest, reservations, powers, and privileges of AF LLC under the Outparcels Declaration, the CHOA Declaration, and the Remainder Parcel Easement Agreement;

WHEREAS, AF LLC hereby intends to assign to Assignee all right, title, interest, reservations, powers, and privileges of AF LLC under the OP 1 Declaration, the OP 2 Declaration, the OP 3 Declaration, the OP 4 Declaration, the OP 6 Declaration, the OP 7 Declaration, the OP 8 Declaration, and the OP 10 Declaration;

WHEREAS, CP LLC hereby intends to assign to Assignee all right, title, interest, reservations, powers, and privileges of CP LLC under the OP 2 Declaration, the OP 4 Declaration, the OP 7 Declaration, the OP 6 Declaration, and the OP 3 Declaration; and

WHEREAS, CREC hereby intends to assign to Assignee all right, title, interest, reservations, powers, and privileges of CREC under the OP 1 Declaration, the OP 8 Declaration, and the OP 10 Declaration.

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Assignment and Assumption of AF LLC's Rights Under the Outparcels Declaration, the CHOA Declaration, and the Remainder Parcel Easement Agreement. AF LLC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations, powers, and privileges of AF LLC under the Outparcels Declaration, the CHOA Declaration (including any rights of AF LLC as the declarant under the CHOA Declaration), and the Remainder Parcel Easement Agreement, effective as of the Effective Date, and Assignee hereby assumes and agrees to observe and perform and be bound by all of the obligations and duties of AF LLC under the Outparcels Declaration, the CHOA Declaration, and the Remainder Parcel Easement Agreement, to the extent arising from and after the Effective Date.

2. Assignment of AF LLC's Rights Under the Remaining Declarations. AF LLC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations, powers, and privileges of AF LLC under each of the OP 1 Declaration, the OP 2 Declaration, the OP 3 Declaration, the OP 4 Declaration, the OP 6 Declaration, the OP 7 Declaration, the OP 8 Declaration, and the OP 10 Declaration.

3. Assignment of CP LLC's Rights. CP LLC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations,

powers, and privileges of CP LLC under each of the OP 2 Declaration, the OP 3 Declaration, the OP 4 Declaration, the OP 6 Declaration, and the OP 7 Declaration, effective as of the Effective Date.

4. Assignment and of CREC's Rights. CREC hereby sells, transfers, assigns, and sets over to Assignee, its successors and assigns, all right, title, interest, reservations, powers, and privileges of CREC under each of the OP 1 Declaration, the OP 8 Declaration, and the OP 10 Declaration, effective as of the Effective Date.

5. Retention of CP LLC's Rights Under the CHOA Declaration. To the extent there are any conflicts between the Remainder Parcel Easement Agreement, the CHOA Declaration, and this Assignment, the parties hereto acknowledge and agree that the Remainder Parcel Easement Agreement will control. For the avoidance of doubt, any and all rights expressly benefiting the owner of the Remainder Parcel under the CHOA Declaration shall not be assigned to Assignee but will remain vested with the owner of the Remainder Parcel, including, without limitation, the right to be a Requesting Owner under Section 8 of the CHOA Declaration.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon each of AF LLC, CP LLC, CREC, and Assignee, and each of their respective successors and assigns.

7. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original and all of such counterparts together will constitute one and the same Assignment.

8. Governing Law. This Assignment will be governed by, and construed under, the laws of the State of Georgia.

[*Signatures begin on following page*]

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal as of the date set forth above.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

AVENUE FORSYTH LLC, a Georgia limited liability company
By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: Craig B. Jones
Its: Executive Vice President

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

CP-FORSYTH INVESTMENTS LLC, a Georgia limited liability company

By: Cousins Properties Incorporated, a Georgia corporation, its sole member

By: _____
Name: Craig B. Jones
Its: Executive Vice President

(CORPORATE SEAL)

[Signatures Continued on Following Page]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

COUSINS REAL ESTATE CORPORATION, a Georgia corporation

By: _____
Name: Craig B. Jones
Its: Executive Vice President

[CORPORATE SEAL]

[*Signatures Continued on Following Page*]

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

[NOTARIAL SEAL]

KAREN B. MURRAY
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2012

[*End of Signatures*]

FORSYTH OWNER 1, L.P., a Delaware limited partnership

By: Forsyth Owner 1 GP, L.L.C., a Delaware limited liability company, its General Partner

By: _____ (SEAL)
Name: Michael Letton
Its: VP

Exhibit A

All that tract or parcel of land lying and being in Land Lots 486, 487, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia, said tract or parcel of land being more fully shown and designated as the "Shopping Center Parcel", containing 2,307,232 square feet or 52.9668 acres of land, more or less, according to the Final Plat for the Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia.

Ret:
•Kelly Lockwood
ATIF Closing Solutions LLC
6545 Corporate Center Blvd
Orlando FL 32822

Doc ID: 012875440007 Type: GLR
Recorded: 04/10/2012 at 11:45:30 AM
Fee Amt: $22.00 Page 1 of 7
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6252 PG 235-241

This document prepared by and after recording, return to:

Anthony D. Greene, Esq.
Troutman Sanders LLP
600 Peachtree Street, N.E.
Suite 5200
Atlanta, Georgia 30308-2216

SHORT FORM LEASE

THIS SHORT FORM LEASE, is made and entered into this 16 day of March, 2012, by and between CP-FORSYTH INVESTMENTS, LLC, a Georgia limited liability company (hereinafter referred to as "Landlord"), and CARRABBA'S ITALIAN GRILL, a Florida limited liability company (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated of even date herewith, (the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease for record in the Public Records of Forsyth County, Georgia, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. Premises. Landlord does hereby demise and lease to Tenant, and Tenant does hereby take and hire from Landlord, upon and subject to the terms and conditions contained in the Lease, that certain tract of land lying and being in the County of Forsyth, Georgia, being more particularly described on Exhibit "A" attached hereto and by reference incorporated herein (the "Site"), together with all Improvements (as defined in the Lease) now located thereon and all appurtenances thereunto belonging (said Site, Improvements and appurtenances hereinafter collectively referred to as "Premises"), subject to the encumbrances set forth on Exhibit "B" attached hereto and by reference incorporated herein and subject to and together with the non-exclusive easements, covenants, conditions and restrictions created and established by that certain Declaration Regarding Outparcels by Landlord to be recorded in the Public Records of Forsyth County, Georgia.

2. Term. The term of the Lease shall commence the date which is one (1) business day after the Permit Date (defined in Section 6.03 of the Lease) (the "Commencement Date") and shall terminate at 11:59 p.m. (local, Atlanta, Georgia, time) on the day preceding the tenth (10th) anniversary of the Rent Commencement Date (as defined in the Lease) (if the Rent Commencement Date occurs on the first day of a month) or the last day of the month which is ten (10) years after the Rent Commencement Date (if the Rent Commencement Date occurs on a day other than the first day of a month) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for three (3) successive, additional periods of five (5) years each pursuant to the terms of the Lease.

3. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

4. Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

5. Cancellation of Short Form Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Public Records of Forsyth County, Georgia.

(Signatures begin on the following page)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed and sealed the day, month and year first above written.

LANDLORD:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires: 7-16-12

(NOTARY SEAL)

ALINNA KERR
NOTARY PUBLIC
FULTON COUNTY, GEORGIA
My Commission Expires 07.16.2012

CP-FORSYTH INVESTMENTS, LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated,
a Georgia corporation, its sole member

By:
Name: Pamela F. Roper
Title: Senior Vice President

(CORPORATE SEAL)

TENANT:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

(NOTARY SEAL)

TERESA L. DUNCAN
MY COMMISSION # DD920375
EXPIRES: August 26, 2013
Fl. Notary Discount Assoc. Co.

CARRABBA'S ITALIAN GRILL,
a Florida limited liability company

By: (SEAL)
Name: Karen C. Bremer
Title: Authorized Agent

EXHIBIT "A"

Legal Description of the Site

The Avenues Forsyth
"Outparcel Three"

All that tract or parcel of land lying and being in Land Lots 487 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the intersection of the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way) and the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way); thence, run with the said westerly right-of-way line of Georgia State Route 141 South 12 degrees 21 minutes 19 seconds West a distance of 122.30 feet to a point; thence, South 17 degrees 45 minutes 27 seconds West a distance of 398.05 feet to a point; thence, along the arc of curve having a chord bearing South 7 degrees 37 minutes 1 second West for 481.00 feet and having a radius of 1,394.95 feet, an arc distance of 483.57 feet to a point on said westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

From the POINT OF BEGINNING as thus established, running thence with the said westerly right-of-way line of Georgia State Route 141 along the arc of a curve having a chord bearing South 05 degrees 13 minutes 17 seconds East for 131.26 feet and having a radius of 1,394.95 feet, an arc distance of 131.30 feet to a point; thence, South 07 degrees 55 minutes 10 seconds East a distance of 5.13 feet to a point; thence, leaving the said westerly right-of-way line of Georgia State Route 141 and running South 88 degrees 13 minutes 23 seconds West a distance of 331.00 feet to a point; thence, North 01 degrees 46 minutes 37 seconds West a distance of 164.60 feet to a point; thence, along the arc of curve deflecting to the right having a chord bearing North 43 degrees 13 minutes 23 seconds East for 58.89 feet and having a radius of 41.50 feet, an arc distance of 66.19 to a point; thence, North 88 degrees 13 minutes 23 seconds East distance of 211.96 feet to a point; thence, South 46 degrees 27 minutes 19 seconds East a distance of 98.98 feet to a point on the westerly right-of-way line of Georgia State Route 141 and the POINT OF BEGINNING.

Said Property containing 84,066 square feet or 1.4713 acres of land, more or less, as shown on that certain Parcel Separation Plat for the Avenue Forsyth, prepared by Tennemark Professional Land Surveying, certified by Paul B Cannon, G.R.L.S., dated April 15, 2007.

POOR ORIGINAL

EXHIBIT "B"

List of Encumbrances on the Site

1. Taxes for the year 2012 and subsequent years.

2. Matters which would be shown by a current and accurate survey of the Site.

3. Right of Way Easement from T.R. Brannon to Forsythe County Rural Electric Membership Corporation, dated July 20, 1938, recorded in Deed Book 17, page 30, Forsyth County, Georgia Records.

4. Right of Way Easement from E. W. Lively to Forsyth County Rural Electric Membership Corporation, dated July 20, 1938, recorded in Deed Book 17, page 133, aforesaid records.

5. Right-of-Way Easement from G.W. Phillips to Forsythe County Rural Electric Membership Corporation, dated July 16, 1938, recorded in Deed Book 17, page 164, aforesaid records.

6. Right-of-Way Easement from Pleasant View Church to Forsythe County Rural Electric Membership Corporation, dated November 29, 1938, recorded in Deed Book 17, page 164, aforesaid records.

7. Easement contained in Right-of-Way Deed from Elron Barnett to the State Highway Department of Georgia, dated January 21, 1950, recorded in Promiscuous Book C, page 181, aforesaid records.

8. Relinquishment of access rights more particularly described in Right-of-Way Deed from Quiktrip Corporation to the Department of Transportation, dated February 17, 1999, recorded in Deed Book 1450, page 20, aforesaid records.

9. Easements contained in Right of Way Deed from Sanford H. Orkin as to an undivided 62.52% interest, Barbara H. Orkin, as Trustee of the Sherri O. Soriano (f/k/a Sherri Orkin) Life Trust U/A dated December 27, 1973, as to an undivided 9.37% interest, Barbara H. Orkin, as Trustee of the Laurie Ann Orkin (n/k/a Laurie O. Ginburg) Life Trust U/A dated December 27, 1973, as to an undivided 9.37% interest, Barbara H. Orkin, as Trustee of the Michael Orkin Life Trust U/A dated December 27, 1973, as to an undivided 9.37% interest, and Barbara H. Orkin, as Trustee of the Kenneth A. Orkin Life Trust U/A dated December 27, 1973, as to an undivided 9.37% interest, to Department of Transportation, dated February 19, 1999, recorded in Deed Book 1457, page 198, aforesaid records.

10. Relinquishment of access rights more particularly described in Right of Way Deed from Jerry W. Brannon to Department of Transportation, dated May 6, 1999, recorded in Deed Book 1498, page 72, aforesaid records; as corrected by that certain Corrective Right of Way Deed from Jerry W. Brannon to Department of Transportation dated June 4, 1999, recorded in Deed Book 1513, page 550, aforesaid records. [NOTE: The aforesaid original Right of Way Deed incorrectly referred to Grantor as Roger L. Brannon which should have been Jerry W. Brannon and was corrected by that certain Corrective Right of Way Deed.]

11. Pole Line Easement from Jerry W. Brannon and Joan S. Brannon to Georgia Transmission Corporation and Sawnee Electric Membership Corporation, dated February 8, 2001, recorded in Deed Book 1870, page 152, aforesaid records.

12. Pole Line Easement from Quiktrip Corporation to Georgia Transmission Corporation, dated April 10, 2001, recorded in Deed Book 1912, page 169, aforesaid records.

13. Restrictions contained in Limited Warranty Deed between Quiktrip Corporation and Forum Shops Cumming, LLC, dated April 4, 2006, recorded in Deed Book 4224, page 213, aforesaid records.

14. Agreement Regarding Median Cuts, Traffic Signal Locations and Utility Locations by and between Sanford H. Orkin, an individual, and Barbara H. Orkin, in her capacity as Trustee of (i) the Sherri Orkin Life Trust U/A dated December 27, 1973, (ii) the Laurie Orkin Life Trust U/A dated December 27, 1973, (iii) the Michael Orkin Life Trust U/A dated December 27, 1973, and (iv) the Kenneth Orkin Life Trust U/A dated December 27, 1973, and Avenue Forsyth LLC, dated as of January 17, 2007, recorded in Deed Book, 4603, page 742, aforesaid records.

15. Right of Way Easement by Avenue Forsyth LLC to Sawnee Electric Membership Corporation, undated, filed for record June 15, 2007, recorded in Deed Book 4784, page 667, aforesaid records.

16. Declaration Regarding Outparcels by Avenue Forsyth LLC, dated July 24, 2007, recorded in Deed Book 4835, page 489, aforesaid records; as affected by that certain First Amendment to Declaration Regarding Outparcels by Avenue Forsyth LLC and CP-Forsyth Investments LLC, dated as of September 30, 2009, recorded in Deed Book 5540, page 732, aforesaid records.

17. Use restrictions contained in that certain Memorandum of Lease by and between Avenue Forsyth LLC ("Landlord") and Circuit City Stores, Inc. ("Tenant"), dated as of July 23, 2007, recorded in Deed Book 4839, page 435, aforesaid records. [Note: Circuit City filed for bankruptcy in the United States Bankruptcy Court, Eastern District of Virginia, Case No. 08-35653.]

18. Use Restrictions contained in that certain Memorandum of Lease by and between Avenue Forsyth LLC ("Landlord") and American Multi-Cinema, Inc. ("Tenant"), dated as of August 2, 2007, recorded in Deed Book 4908, page 82, aforesaid records.

19. Matters shown on that certain Parcel Separation Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 117, pages 217-223, aforesaid records.

20. Use Restrictions contained in that certain Memorandum of Lease by and between CP-Forsyth Investments LLC ("Landlord") and CVS 75370 GA, L.L.C. ("Tenant"), dated as of April 11, 2008, recorded in Deed Book 5102, page 91, aforesaid records; as affected by that certain Assignment and Assumption of Ground Lease by and between CVS 75370 GA,

L.L.C. and SCP 2009-C32-505 LLC, dated June 19, 2009, recorded in Deed Book 5491, page 24, aforesaid records; as affected by that certain Assignment and Assumption Agreement by and between CP-Forsyth Investments LLC and SJR Properties, LLC, dated March 17, 2010, recorded in Deed Book 5648, page 721, aforesaid records.

21. Matters shown on that certain Phase I Site Development Record Drawing for The Avenue Forsyth recorded in Plat Book 121, pages 1-13, aforesaid records.

22. Utility Easement by Avenue Forsyth LLC and CP-Forsyth Investments LLC and Forsyth County, Georgia, dated as of March 27, 2008, recorded in Deed Book 5135, page 351, aforesaid records; as affected by that certain Quit Claim Deed of Partial Release between Forsyth County and Avenue Forsyth LLC, dated October 25, 2011, recorded in Deed Book 6107 page 649, aforesaid records.

23. Utility Easement by Avenue Forsyth LLC and CP-Forsyth Investments LLC and Forsyth County, dated as of April 9, 2008, recorded in Deed Book 5135, page 366, aforesaid records.

24. Use Restrictions contained in that certain Memorandum of Lease by and between Avenue Forsyth LLC ("Landlord") and Barnes & Noble Booksellers, Inc. ("Tenant"), dated as of August 8, 2007, recorded in Deed Book 5147, page 437, aforesaid records.

25. Agreement Regarding Outparcel Restriction Avenue Forsyth (Outparcels 3, 9 and 11) by and between Avenue Forsyth LLC and CP-Forsyth Investments LLC, dated July 2, 2009, recorded in Deed Book 5515, page 627, aforesaid records.

26. Matter shown on that certain Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, pages 226-234, aforesaid records.

27. Agreement Regarding Outparcel Restrictions Avenue Forsyth (Outparcels 3, 5, 9 and 11) by and between Avenue Forsyth LLC and CP-Forsyth Investments LLC, undated, filed for record April 5, 2011, recorded in Deed Book 5937, page 675, aforesaid records; as recorded again in Deed Book 5972, page 634, aforesaid records.

28. Use Restrictions contained in that certain Memorandum of Lease by and between Avenue Forsyth LLC ("Landlord) and Academy, Ltd. ("Tenant"), dated as of March 31, 2011, recorded in Deed Book 5937, page 689, aforesaid records; as recorded again in Deed Book 5972, page 646, aforesaid records.

Ret Water

After recording please return to:
Rhonda Pack
110 East Main Street
Suite 150
Cumming, GA 30040

Doc ID: 015178110004 Type: GLR
Recorded: 03/18/2016 at 03:43:22 PM
Fee Amt: $18.00 Page 1 of 4
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 7685 PG 764-767

STATE OF GEORGIA

COUNTY OF FORSYTH

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that as of the 7th day of March, 2016, the undersigned Forsyth Owner 1, LP, C/O Starwood Asset Management, LLC, 591 W Putnam Ave, Greenwich, CT, 06830, (herein called "Grantor"), for and in consideration of TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto FORSYTH COUNTY WATER AND SEWERAGE AUTHORITY, a political subdivision of the State of Georgia (herein called "Grantee"), a perpetual and exclusive (subject to limitations below) right, privilege and easement (herein called the "Easement") in, to, across, over, upon, under and through the lands of Grantor located in Land Lot(s) 487 and 488 of the 2nd District and 1st Section of Forsyth County, Georgia (herein called the "Land") being more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein and made a part hereof, for the installation, construction, maintenance, repair, replacement, testing, inspection and use of certain underground and/or above-ground utility installations (hereinafter the "Installations"), for the purposes of channeling or distributing water, sewage, reuse water or treated effluent, storm water runoff, and such other substances as the Forsyth County Water and Sewer Department, or its successor, may find it expedient to manage, treat, distribute, provide, sell, or dispose of, together with the right of entry into and upon the Land for the purpose of effecting the foregoing rights, privileges and easements, and for the purpose of empowering the Forsyth County Water and Sewer Department to permit the installation and maintenance of other public utilities.

Grantee's rights, privileges and easements shall be exercised on the following terms and conditions:

1. The Installations shall be maintained within the location of the Land as shown and/or described on Exhibit "A". Grantee shall have the right, but not the obligation, to operate, repair, replace and maintain continuously the Installations on the Land. Temporary construction easements, if applicable, shall be utilized to facilitate construction and installation within the areas designated for such purpose on Exhibit "A," and shall expire upon completion and acceptance of the project by Forsyth County.

2. Any relocation of the Installations as may be requested by Grantor shall be made at Grantor's expense, provided Grantee, in its sole discretion, approves the relocation.

3. Grantee shall have the right to cut away and keep clear, remove and dispose of all trees and undergrowth and to remove and dispose of all obstructions now on the Land or that may hereafter be placed on the Land by Grantor or any other person or entity.

4. Grantee shall have the right, when required by law, governmental regulation, or necessity, to conduct scientific or other studies including but not limited to environmental, geotechnical, and archaeological studies on or below the Land.

5. The Easement granted herein is exclusive, with the following limitations: (a) the Land may be crossed at a ninety degree angle by other public or private streets and utilities, sidewalks, paving and parking areas, provided they are not inconsistent with the rights granted to Grantee herein, all applicable local, state

and federal laws, ordinances and regulations are complied with, and provided that any proposed grading (cut or fill) does not impact the Installation; (b) the surface of the Land area may be used by Grantor, its successors and assigns, for landscaping, provided no trees are planted thereon, and provided the subsurface is not penetrated to a depth greater than one foot below the surface, and provided that no irrigation systems are installed on the Land, and further provided such uses are not inconsistent with the rights granted Grantee herein and are approved in writing by the Grantee. By way of example and without limitation of Grantee's control, no structures other than fences (which shall not exceed eight [8] feet in height) may be erected upon the Land. Any fences so erected shall be of a type that could easily be removed should maintenance of the Installation be required (stone or brick fences are examples of types that are not permitted), must be gated sufficiently to enable the passage of service vehicles along the Land area, and must be approved in advance in writing by the Grantee. Furthermore, no grading (cut or fill) may be done within the Easement, without written approval from the Grantee.

6. If any driveway, parking lot, street or road located on the Land and permitted pursuant to Paragraph 5 hereof is damaged or removed as a result of the construction, installation or repair of the Installations by Grantee, it shall be a condition of the Easement granted herein that Grantee shall, at its sole cost and expense, repair, restore or replace such driveway, street or road to the condition in which it existed immediately prior to such construction or repair.

7. After the completion of any repair, maintenance or replacement of the Installations, it shall be a condition of the Easement granted herein that Grantee shall leave the Land in a clean and good condition, with all debris removed therefrom and with trenches and cuts properly filled so that all grades, paved areas and seeded grass areas which may have been disturbed by such work are restored to their former condition as nearly as practicable.

The terms and conditions hereof shall be binding upon, and inure to the benefit of the successors and assigns of Grantee and Grantor.

TO HAVE AND TO HOLD said Easement perpetually unto Grantee, its successors and assigns, the right, powers and interests herein granted, which shall be a covenant running with the title to the Land, but subject always to the covenants herein set forth.

IN WITNESS WHEREOF, Grantor has executed and delivered this Utility Easement under seal as of the day and year first above written.

Signed, sealed and delivered this 2 day of March in the presence of:

Witness

Notary Public
My Commission Expires: 4/30/2020

ZORAYA CECILIA GROSSMAN
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 4/30/2020

Forsyth Owner 1, LP

By: Forsyth Owner 1 GP, L.L.C., its general partner

(SEAL)

By:

Print Name: Nick Antonopoulos
Title: Senior Vice President

Approved by Forsyth County Water and Sewer Department:

Name/Title:

EXHIBIT A

SANITARY SEWER EASEMENT
PARCEL 107-957

All that tract or parcel of land lying and being in Land Lot 487 & 488 of the 2nd District, Forsyth County, Georgia and being more particularly described as follows:

COMMENCING at the northwesterly miter point formed by the intersection of the southerly right-of-way of Georgia State Route 400, having a variable with right-of-way with the westerly right-of-way of State Route 141, also known as Peachtree Parkway, having a variable width right-of-way; THENCE following said miter towards the westerly right-of way of Peachtree Parkway South 33 degrees 21 minutes 39 seconds East a distance of 88.60 feet to a point on the westerly right-of-way of Peachtree Parkway; THENCE following the westerly right-of-way of Peachtree Parkway South 13 degrees 25 minutes 22 seconds West a distance of 39.52 feet to a point, said point being the **TRUE POINT OF BEGINNING** and the beginning of a 20 foot permanent sanitary sewer easement, being located 10 foot on all sides of the following line. Along with a 40 foot construction easement located 20 feet on all sides of the following line.

THENCE from said **TRUE POINT OF BEGINNING** and departing the westerly right-of-way of Peachtree Parkway North 72 degrees 13 minutes 45 seconds West a distance of 42.24 feet; THENCE North 56 degrees 45 minutes 35 seconds West a distance of 100.52 feet; THENCE North 84 degrees 08 minutes 11 seconds West a distance of 227.89 feet; THENCE South 88 degrees 12 minutes 15 seconds West a distance of 90.46 feet to the center of the existing sanitary sewer manhole lid, said point being the end of the line. (see attached Exhibit" A")

Said tract contains 9,422 square feet of permanent easement, 9,822 square feet of construction easement.

The above described property is shown on Exhibit "A" for Academy Sports Sanitary Sewer Easement, dated August 12, 2015, prepared by Hayes, James.

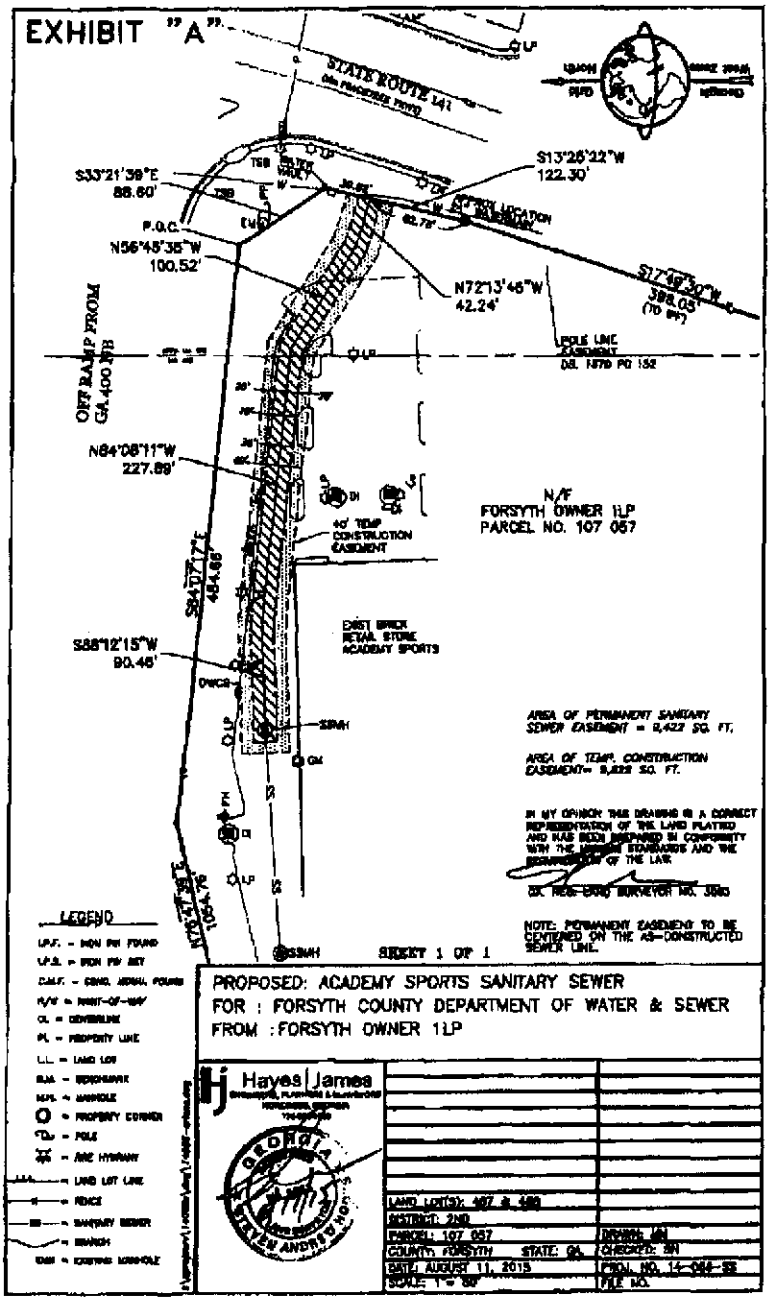


EXHIBIT "A"
STATE ROUTE 141
S33°21'39"E
88.60'
S13°26'22"W
122.30'
P.O.C.
N56°45'35"W
100.52'
N72°13'46"W
42.24'
S17°48'30"W
388.05'
(TO BP)
POLE LINE EASEMENT
DB. 1870 PG 152
OFF RAMP FROM GA 400 NB
N84°08'11"W
227.89'
S84°07'17"E
484.69'
N/F
FORSYTH OWNER 1LP
PARCEL NO. 107 057
40' TEMP CONSTRUCTION EASEMENT
EAST SPRING RETAIL STORE ACADEMY SPORTS
S88°12'15"W
90.46'
SSMH
AREA OF PERMANENT SANITARY SEWER EASEMENT = 8,422 SQ. FT.
AREA OF TEMP. CONSTRUCTION EASEMENT= 9,888 SQ. FT.
IN MY OPINION THIS DRAWING IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN DEPICTED IN CONFORMITY WITH THE MINIMUM STANDARDS AND THE REQUIREMENTS OF THE LAW.
GA. REG. LAND SURVEYOR NO. 3560
NOTE: PERMANENT EASEMENT TO BE CENTERED ON THE AS-CONSTRUCTED SEWER LINE.
LEGEND
SHEET 1 OF 1
PROPOSED: ACADEMY SPORTS SANITARY SEWER
FOR : FORSYTH COUNTY DEPARTMENT OF WATER & SEWER
FROM : FORSYTH OWNER 1LP
Hayes James
LAND LOT(S): 107 & 108
DISTRICT: 2ND
PARCEL: 107 057
COUNTY: FORSYTH STATE: GA.
DRAWN: MH
CHECKED: SH
DATE: AUGUST 11, 2015
PROJ. NO. 14-064-SS
SCALE: 1" = 50'
FILE NO.

Doc ID: 017015300006 Type: GLR
Recorded: 05/20/2019 at 12:48:23 PM
Fee Amt: $22.00 Page 1 of 6
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 8891 PG 350-355

(Space Above for Recorder's Use)

After Recording Please Return To:

Anthony D. Greene
Troutman Sanders LLP
600 Peachtree St. NE
Suite 3000
Atlanta, GA 30308

Cross-Reference: Deed Book 6490, Page 285, Forsyth County, Georgia records

TERMINATION OF RIGHT OF FIRST OFFER AGREEMENT

THIS TERMINATION OF RIGHT OF FIRST OFFER AGREEMENT (the "Termination") is made and entered into as of the 14th day of May, 2019, by and between CP-FORSYTH INVESTMENTS, LLC, a Georgia limited liability company ("Grantee"), and FORSYTH OWNER 1, L.P., a Delaware limited partnership ("Grantor").

RECITALS:

A. The property described on Exhibit "A" (the "Property") is subject to that certain Right of First Offer Agreement between Grantor and Grantee, dated November 27, 2012, recorded on November 28, 2012 in Deed Book 6490, Page 285, Forsyth County, Georgia records (the "ROFO Agreement").

B. Subject to the terms and conditions of the ROFO, Grantor and Grantee desire to terminate the ROFO Agreement.

In consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid to Grantor by Grantee, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are acknowledged by Grantor and Grantee, Grantor and Grantee covenant and agree as follows:

1. Grantor and Grantee hereby terminate the ROFO Agreement as of the date of this Termination.

2. This Termination will inure to the benefit of and be binding upon Grantor and Grantee, their respective legal representatives, successors and assigns. This Termination will be governed by, and construed under, the laws of the State of Georgia.

[Signature begins on next page]

Grantor has signed and sealed this Termination as of the day, month and year written on page one of this Termination.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: Aug 25 2020

[NOTARIAL SEAL]

JEREL B COOPER
Notary Public, Georgia
Fulton County
My Commission Expires
August 25, 2020

GRANTOR:

FORSYTH OWNER 1, L.P., a Delaware limited partnership

By: Forsyth Owner 1 GP, LLC, a Delaware limited liability company, its General Partner

By: _____
Name: Scott Cochran
Title: Manager

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires: 6-20-2020

[NOTARY SEAL]

ALINNA KERR
MY COMMISSION EXPIRES
JUNE
20
2020
FULTON CO., GEORGIA
NOTARY PUBLIC

GRANTEE:

CP FORSYTH INVESTMENTS LLC, a Georgia limited liability company

By: _____ (SEAL)
Name: William Bassett
Title: Senior Vice President

Exhibit "A"

Legal Description

All that tract or parcel of land lying and being in Land Lots 486 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at a 1/2 inch rebar found at the Land Lot Corner common to Land Lots 485, 486, 523 and 524, said district, said section of Forsyth County, Georgia; thence leaving the aforesaid Land Lot Corner and continuing with the Land Lot Line common to Land Lots 485 and 486 North 02° 58' 57" East, 85.25 feet to a point found on the southerly right-of-way of Georgia State Highway 400 (having a variable right-of-way) thence, leaving the aforesaid Land Lot Line and continuing with the aforesaid right-of-way North 41° 25' 04" East, 116.24 feet to a point; thence, North 49° 38' 22" East, 533.35 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the aforesaid right-of-way of Georgia State Highway 400,

1. North 49° 38' 22" East, 133.92 feet to a point; thence,
2. North 62° 03' 32" East, 172.62 feet to a point; thence, leaving the aforesaid right-of-way and continue with the line common to Phase One Avenue Forsyth Shopping Center as shown in PB 117 Page 217, recorded among the Land Records of Forsyth County Georgia,
3. South 85° 08' 38" East, 80.71 feet to a point; thence,
4. South 19° 02' 14" East, 2.16 feet to a point; thence,
5. North 82° 53' 10" East, 16.25 feet to a point; thence,
6. North 68° 38' 52" East, 37.47 feet to a point; thence,
7. South 85° 14' 26" East, 84.43 feet to a point; thence,
8. North 70° 47' 46" East, 60.76 feet to a point; thence,
9. South 41° 57' 40" East, 49.83 feet to a point; thence,
10. North 69° 05' 40" East, 28.47 feet to a point; thence,
11. South 80° 32' 07" East, 45.35 feet to a point; thence,
12. North 53° 56' 35" East, 26.56 feet to a point; thence,
13. North 67° 55' 30" East, 66.08 feet to a point; thence,
14. South 81° 01' 22" East, 127.25 feet to a point; thence,
15. South 01° 46' 37" East, 951.75 feet to a point; thence,
16. 77.75 feet along the arc of a curve deflecting to the right, having a radius of 49.50 feet and a chord bearing and distance of South 43° 13' 23" West, 70.00 feet to a point; thence,
17. South 88° 13' 23" West, 355.65 feet to a point; thence,
18. North 01° 46' 37" West, 141.84 feet to a point; thence,
19. North 46° 46' 37" West, 53.50 feet to a point; thence,
20. North 01° 43' 37" West, 758.88 feet to a point in the centerline of an unnamed creek; thence, continuing along the centerline of the unnamed creek,
21. North 85° 50' 59" West, 3.80 feet to a point; thence,
22. South 69° 56' 27" West, 29.58 feet to a point; thence,
23. South 82° 53' 10" West, 27.38 feet to a point; thence,
24. South 66° 16' 14" West, 36.06 feet to a point; thence,

25. North 89° 08' 18" West, 22.33 feet to a point; thence,
26. North 19° 02' 19" West, 21.54 feet to a point; thence,
27. North 85° 08' 38" West, 47.22 feet to a point; thence,
28. South 10° 15' 02" West, 8.46 feet to a point; thence,
29. South 67° 01' 31" East, 25.04 feet to a point; thence,
30. South 51° 31' 43" West, 24.98 feet to a point; thence,
31. North 86° 42' 38" West, 5.01 feet to a point; thence,
32. North 67° 29' 18" West, 27.79 feet to a point; thence,
33. North 82° 13' 29" West, 36.30 feet to a point; thence,
34. North 00° 17' 46" West, 10.98 feet to a point; thence,
35. South 62° 43' 37" West, 13.81 feet to a point; thence,
36. South 48° 44' 16" West, 16.79 feet to a point; thence,
37. South 53° 18' 05" West, 23.90 feet to a point; thence,
38. South 73° 22' 09" West, 19.13 feet to a point; thence,
39. South 75° 57' 48" West, 8.34 feet to a point; thence,
40. South 42° 47' 33" West, 37.15 feet to a point; thence,
41. South 46° 47' 24" West, 5.39 feet to a point; thence,
42. South 79° 31' 32" West, 14.41 feet to a point; thence,
43. North 83° 25' 04" West, 9.35 feet to a point; thence,
44. South 28° 18' 03" West, 7.03 feet to a point; thence,
45. South 37° 12' 10" West, 20.47 feet to a point; thence,
46. North 78° 41' 24" West, 7.89 feet to a point; thence,
47. North 73° 31' 23" West, 17.63 feet to a point; thence,
48. North 86° 32' 42" West, 4.79 feet to a point on the aforesaid right-of-way of Georgia State Highway 400 and the point of beginning, containing 463,295 square feet or 10.6358 acres of land, more or less.

01221
0364

364

RETURN TO:
MICHAEL L. SCHAAP
1641 PIEDMONT RD.
SUITE 202
MARIETTA, GA 30066

pd & Ret

STATE OF GEORGIA

COUNTY OF FORSYTH

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 20
day of Jan 19 98
at 950 o'clock A M. Recorded in
Book 1221 Page 364-373
day of 2-2, 19 98
Douglas Sorrells Clerk, By

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is made and entered into this ____ day of January, 1998, by and between **CLARKE RAWSON**, an individual resident of the State of Georgia ("Rawson") and **QUIKTRIP CORPORATION**, an Oklahoma corporation ("QuikTrip")

WITNESSETH:

WHEREAS, Rawson is the owner of that certain tract of land described in Exhibit "A" attached hereto and incorporated herein by this reference, said property being located within the boundaries, and near the southeast corner, of the QuikTrip property, as hereinafter defined (the "Rawson Property"); and

WHEREAS, by virtue of a conveyance from Rawson by limited warranty deed of even date herewith, QuikTrip is the owner of that certain tract of land described in Exhibit "B" attached hereto and incorporated herein by this reference (the "QuikTrip Property"); and

WHEREAS, QuikTrip intends to grant to Rawson, for the benefit of the Rawson Property, a temporary easement for the purpose of ingress and egress to and from Georgia Highway 141 (a/k/a Peachtree Parkway) and the Rawson Property, until such time as the Rawson Property is conveyed to the Georgia Department of Transportation ("GDOT") to facilitate the relocation/widening of Georgia Highway 141 (a/k/a Peachtree Parkway), all on the terms and conditions provided herein. A true and correct copy of a reduction of certain plans showing the area of access is attached hereto as Exhibit "C", which is incorporated herein by this reference; and

WHEREAS, the continued use and maintenance of the access easement granted herein will be beneficial to the Rawson Property and the QuikTrip Property (each such property hereinafter sometimes called a "Parcel").

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars ($10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Owner") intending to be legally bound do hereby agree as follows:

1. Grant of Easement by QuikTrip for the benefit of Rawson and the Rawson Property. QuikTrip hereby grants, bargains, sells and conveys to Rawson the following easement for the benefit of Rawson, the Rawson Property, Rawson's invitees, customers, employees and agents, and to the extent title to the Rawson Property is leased, transferred or assigned by Rawson, to its successors and assigns:

1.1 Access Easement. A temporary, non-exclusive and unobstructed twenty foot (20') access, ingress and egress easement (the "Rawson Access Easement") over, across, upon and through those portions of the QuikTrip Property to the east of the Rawson Property shown cross-hatched and labeled as the "20' Sign Access Easement" on Exhibit "C" (the "Rawson Access Easement Area"), for the purpose of vehicular and pedestrian access, ingress and egress to and from the Rawson Property and Georgia Highway 141 (a/k/a Peachtree Parkway) for the purpose of repairing, replacing and maintaining a certain sign (the "Sign") located on the Rawson Property. This easement shall expire and terminate upon the earlier to occur of (i) the date the Rawson Property is conveyed to GDOT (as evidenced by the recording of a deed for the Rawson Property in favor of GDOT) to facilitate the relocation/widening of Georgia Highway 141 (a/k/a Peachtree Parkway), and (ii) the date QuikTrip obtains a building permit from Forsyth County, or other applicable governmental entity, authorizing QuikTrip to construct a retail convenience grocery store with a self service motor fuel dispensing facility on the QuikTrip Property. In the event that QuikTrip obtains said building permit prior to the date that is two (2) years from the date hereof, the Rawson Access Easement shall expire and terminate at the end of said two (2) year period.

2. Costs and Expenses for Construction and Maintenance of Easement Areas.

2.1 Initial Construction of Easements. All construction contemplated in this Agreement with respect to any amenities within the Rawson Access Easement shall be undertaken and completed by Rawson, at Rawson's sole cost and expense, and shall be subject to QuikTrip's prior approval, such approval not to be unreasonably withheld or delayed.

2.2 Responsibility for Costs and Expenses of Maintenance After Completion of Initial Construction. Rawson agrees to maintain in good condition and working order all of the facilities located within the Rawson Access Easement or on the Rawson Property, at Rawson's sole cost and expense. Upon the termination of the Rawson Access Easement, Rawson shall, at Rawson's sole cost and

expense, remove all improvements located on the Rawson Property and within the Rawson Access Easement Area, including, without limitation, the Sign.

2.3 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations and ordinances. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of Rawson. Rawson shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien affecting the QuikTrip Property arising from or relating to such work. No work done by an Owner on another Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

3. Legal Descriptions. QuikTrip and Rawson agree that either party may, at its sole cost and expense, have prepared by a Georgia registered surveyor a survey showing the legally sufficient metes and bounds description of any of the easement areas described herein, for the purpose of supplementing the diagrams attached to this Agreement. To the extent such legal descriptions are inconsistent with the diagrams attached to this Agreement, the legal descriptions shall control. Upon the completion of such legal descriptions, the party hiring the surveyor shall deliver two (2) copies of such survey and descriptions to the other party for review and approval, which approval shall not be unreasonably withheld or delayed.

4. Indemnity. Rawson hereby agrees to indemnify and hold harmless QuikTrip from any loss, cost, damage or expense suffered by QuikTrip (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of Rawson in exercising the rights and obligations granted and set forth herein.

5. Time of the Essence. Time is of the essence of this Agreement.

6. Ownership. Rawson covenants and warrants that it is the owner in fee simple of the Rawson Property. QuikTrip covenants and warrants that, to the extent that Rawson has conveyed its rights, title and interest in the QuikTrip Property to QuikTrip as of the date hereof, QuikTrip is the fee simple owner of the QuikTrip Property and has a good and lawful right to convey these easements to Rawson. Each party and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto the other party hereto, its successors and assigns against the

lawful claims of all persons claiming by, through or under Rawson or QuikTrip as the case may be.

7. Amendment. QuikTrip and Rawson hereby agree that only upon the written consent of the then Owners of the Parcels and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

8. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

9. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

10. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of Rawson and QuikTrip and their respective successors and assigns. Notwithstanding the foregoing, each Owner shall be responsible for the obligations, indemnities, duties and responsibilities set forth in this Agreement only for the period of time during which such Owner holds fee simple title to a Parcel, or portion thereof. Upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of the Rawson Property and be a burden upon the QuikTrip Property and shall run with title to, and be appurtenant to the Rawson Property.

11. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon the earlier of personal delivery (including professional overnight courier service) or three (3) days after the same shall have been deposited in the United States Mail by certified or registered

370

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:
Shana D. Sanders
Notary Public, Gwinnett County, Georgia
My Commission Expires Jan. 12, 2001

(NOTARY SEAL)

QUIKTRIP CORPORATION,
an Oklahoma corporation

By: _____
Alvin Howerton
Executive Vice President

Attest: _____
Name: _____
Title: _____

[CORPORATE SEAL]

Address: QuikTrip Corporation

P. O. Box 3475
Tulsa, Oklahoma 74101

or

901 N. Mingo
Tulsa, Oklahoma 74116
Attn: Executive Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires Oct. 7, 2000

(NOTARY SEAL)

RAWSON:

(SEAL)
CLARKE RAWSON, an individual
resident of the State of Georgia

Address: Clarke Rawson
6900 Castleberry Road
Cuming, Georgia 30040

mail, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the Owner at the address set forth under the signature of such Owner to this Agreement, however, an Owner may change its address for notices by giving notice to the other Owners in the manner provided in this Section.

12. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner(s) may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting Owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting Owner(s) commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within ten (10) days from the date the other Owner is notified of the amounts due. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Owner to file a lien or claim of lien against the Parcel owned by the delinquent Owner.

13. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being located in Land Lot 487 of the 2nd. District, 1st. Section, Forsyth County, Georgia; being more particularly described as follows:

Beginning at a point which bears North 34 degrees 06 minutes 47 seconds West a distance of 27.50 feet from a crimp top pipe located on the common line of Land Lots 487 and 522, at the point of intersection of said common line with the westerly right-of-way of State Route #141 (100' R/W);

THENCE North 88 degrees 50 minutes 35 seconds West for a distance of 25.00 feet to a point;
THENCE North 03 degrees 09 minutes 25 seconds East for a distance of 10.00 feet to a point;
THENCE South 86 degrees 50 minutes 35 seconds East for a distance of 25.00 feet to a point;
THENCE South 03 degrees 09 minutes 25 seconds West for a distance of 10.00 feet to the point of beginning;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains ~~8.006~~ 0.0057 acres more or less.

250 Square Feet

372

Exhibit B

LAND DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 487 OF THE 2nd DISTRICT, 1st SECTION OF FORSYTH COUNTY, GEORGIA, CONTAINING 1.989 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF GEORGIA HIGHWAY NO. 141 (100 FOOT RIGHT OF WAY), AKA AS PEACHTREE PARKWAY AND THE LAND LOT LINE COMMON TO LAND LOTS 487 AND 522; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING ALONG SAID LAND LOT LINE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST A DISTANCE OF 431.24 FEET TO AN IRON PIN SET ON SAID LAND LOT LINE; THENCE LEAVING SAID LAND LOT LINE AND RUNNING NORTH 03 DEGREES 10 MINUTES 43 SECONDS EAST A DISTANCE OF 203.17 FEET TO AN AXEL FOUND; THENCE RUNNING SOUTH 89 DEGREES 26 MINUTES 03 SECONDS EAST A DISTANCE OF 431.21 FEET TO AN IRON PIN SET ON THE WESTERLY RIGHT OF WAY OF SAID GEORGIA HIGHWAY NO. 141; THENCE RUNNING ALONG SAID RIGHT OF WAY ALONG A CURVE TO LEFT, HAVING A RADIUS OF 4461.40 FEET, AN ARC DISTANCE OF 199.95 FEET TO AN IRON PIN SET ON THE LAND LOT LINE COMMON TO LAND LOTS 487 AND 522, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 12 MINUTES 57 SECONDS WEST, 199.93 FEET, SAID IRON PIN BEING THE POINT OF BEGINNING.

LESS AND EXCEPT

All that tract or parcel of land lying and being located in Land Lot 487 of the 2nd. District, 1st. Section, Forsyth County, Georgia; being more particularly described as follows:

Beginning at a point which bears North 34 degrees 06 minutes 47 seconds West a distance of 27.50 feet from a crimp top pipe located on the common line of Land Lots 487 and 522, at the point of intersection of said common line with the westerly right-of-way of State Route #141 (100' R/W);

THENCE North 86 degrees 50 minutes 35 seconds West for a distance of 25.00 feet to a point;
THENCE North 03 degrees 09 minutes 25 seconds East for a distance of 10.00 feet to a point;
THENCE South 86 degrees 50 minutes 35 seconds East for a distance of 25.00 feet to a point;
THENCE South 03 degrees 09 minutes 25 seconds West for a distance of 10.00 feet to the point of beginning;

Together with and subject to covenants, easements, and restrictions of record.

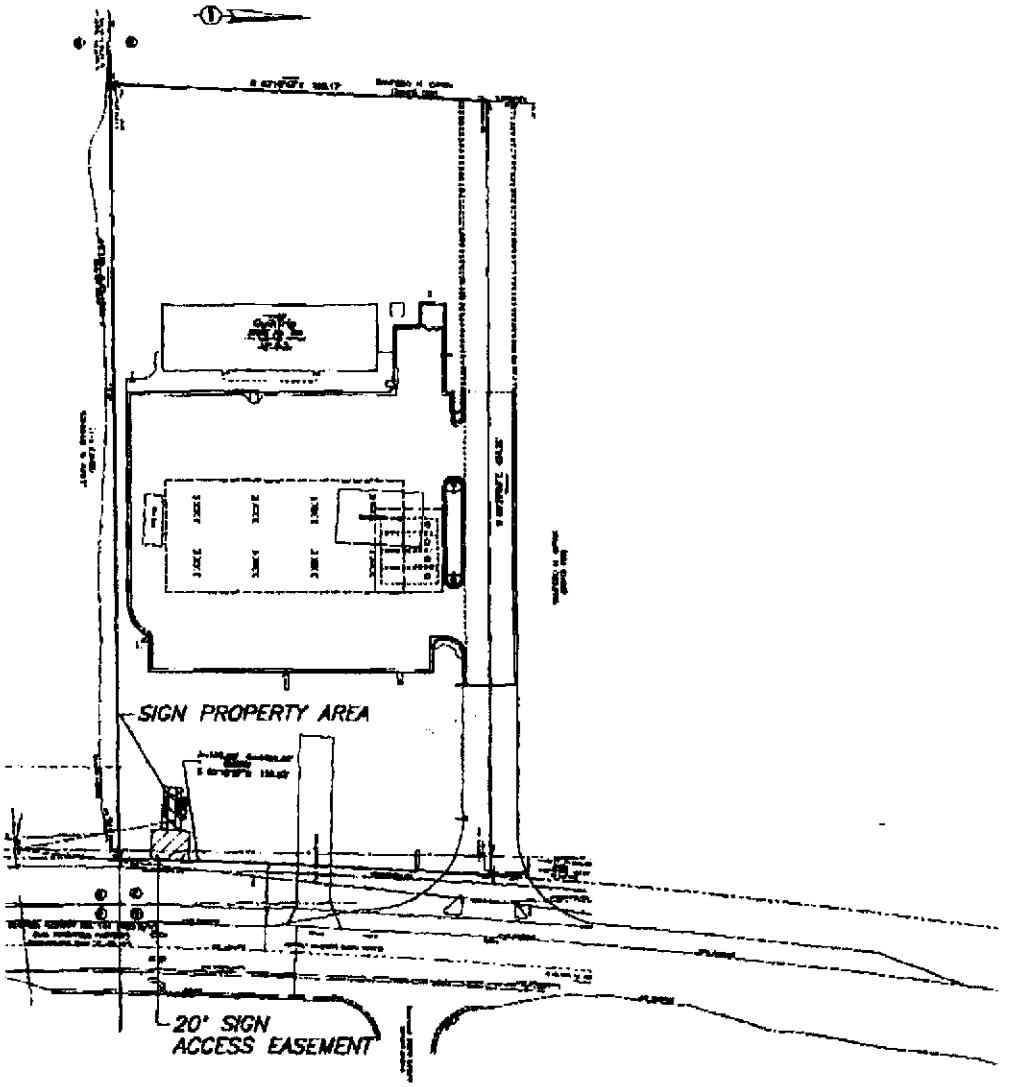
0.0057

Said property contains ~~0.006~~ acres more or less.

250 Square Feet

Exhibit C

SIGN EASEMENT EXHIBIT



RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, H.W. Reed

owner of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Sawnee Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of FORSYTH State of Georgia, and more particularly described as follows:

A tract of land approximately ..... acres in area located ..... miles SOUTH from the town of Cumming bounded by land owned by

To extend service to H Wallis Ford

Shop 64-25-86

and ..... and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abutting said lands and electric transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In witness whereof, the undersigned has set his hand and seal, this 13 day of [illegible] 19 [illegible]

Signed, sealed and delivered in the presence of:

Elizabeth Rodney
WITNESS

[illegible]
5/19/[illegible]

[illegible] NA

Notary Public, Georgia, State at Large
My Commission Expires Oct. 1, 1984

GEORGIA, FORSYTH CO.
Clerks Office Superior Court
Filed for record on the 27
day of [illegible] 19[illegible]
At [illegible] o'clock [illegible] M. Recorded
Book [illegible] Page [illegible]
[illegible] day of [illegible] 19[illegible]
[illegible], Cl[illegible]

Doc ID: 001412150006 Type: GLR
Filed: 11/30/2004 at 01:36:01 PM
Fee Amt: $0.00 Page 1 of 8
Transfer Tax: $0.00
Forsyth, GA
Douglas Sorrells Clerk Superior Ct
BK 3585 PG 667-672

STATE OF GEORGIA }

COUNTY OF FORSYTH }

Return: Forsyth County Engineering Department
110 East Main Street
Cumming, Ga. 30040

Rt

PERMANENT DRAINAGE EASEMENT

THIS INDENTURE, made this 8th day of October, 2004, between **SANFORD H. ORKIN** (hereinafter referred to as "GRANTOR"), and **FORSYTH COUNTY**, a political subdivision of the State of Georgia, of the County of Forsyth and State of Georgia, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires).

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grant unto the Grantee an easement over, under, upon, and across the following described property:

> **TO-WIT, 5,341.00** square feet of Permanent Drainage Easement located in Land Lot(s) 523, of the 2nd District, 1st Section, Tax Map No. 107-018, Forsyth, Georgia and being identified as Parcel 05, as depicted in the plans titled "Right-of-Way plans for the Forsyth Connector, Project No. PEN04" as prepared by Moreland Altobelli Associates, Inc. Said plans are incorporated herein by reference for a more complete description thereof. See Exhibit "B" attached. The Permanent Drainage Easement conveyed hereby are shown highlighted orange on Exhibit B attached hereto. Also attached is a legal description of the Permanent Easement to be acquired shown as Exhibit "A".
>
> There are 4 Permanent Drainage Easements on parcel #05. They are numbered as #26, 28, 25, & 27. They all total 5,341.00square feet.

THE PURPOSE of this easement is to allow Grantee, or its agents, to construct slopes, fills, and embankments as necessary, in order to support improvements on roadway, and provide for flow and drainage of water, stormwater and runoff from or related to said roadway; as per Exhibit A, attached

IN WITNESS WHEREOF the Grantor has signed and sealed this easement the day and year above written.

Signed, sealed, and delivered this 8th day of October, 2004, in the presence of:

Witness - PAUL J. MCGRUFER

Notary Public

My Commission Expires:

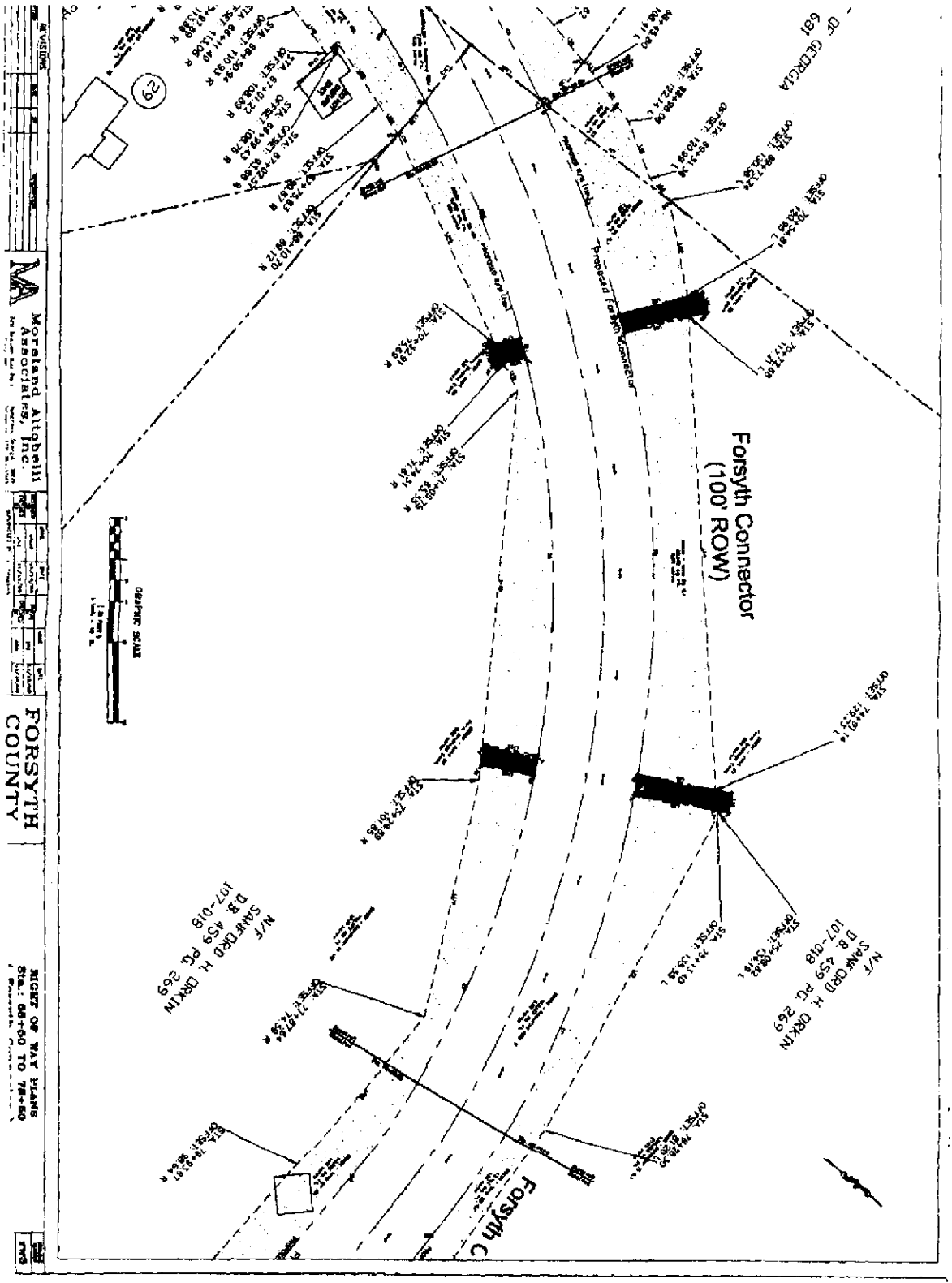
ANDY E. BALLARD
NOTARY
EXPIRES
GEORGIA
MARCH 18, 2005
PUBLIC
FORSYTH COUNTY

GRANTOR(S):Sanford H. Orkin

AIF

Sanford H. Orkin, by and through his duly appointed attorney-in-fact, Kenneth A. Orkin

EXHIBIT A



Forsyth Connector
(100' ROW)
Proposed Forsyth Connector
N/F
SANFORD H. ORKIN
D.B. 459 PG. 269
107-018
Moreland Altobelli Associates, Inc.
FORSYTH COUNTY
RIGHT OF WAY PLANS

TRACT DESCRIPTION
PERMANENT DRAINAGE EASEMENT 25
SANFORD H. ORKIN

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 523 OF THE 2ND DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE LAND LOT CORNER COMMON TO LAND LOTS 523, 524, 557 AND 558; THENCE, ALONG THE LAND LOT LINE COMMON TO LAND LOTS 523 AND 524 NORTH 02 DEGREES 47 MINUTES 14 SECONDS WEST A DISTANCE OF 84.94 FEET TO A POINT ON THE NORTHERLY PROPOSED RIGHT OF WAY OF THE FORSYTH CONNECTOR; THENCE ALONG SAID PROPOSED RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET AN ARC DISTANCE OF 220.91 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 29 DEGREES 38 MINUTES 22 SECONDS EAST A CHORD DISTANCE OF 220.50 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY NORTH 53 DEGREES 47 MINUTES 15 SECONDS WEST A DISTANCE OF 70.95 FEET TO A POINT; THENCE, NORTH 53 DEGREES 47 MINUTES 15 SECONDS WEST A DISTANCE OF 15.58 FEET TO A POINT; THENCE, NORTH 36 DEGREES 12 MINUTES 45 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE, SOUTH 53 DEGREES 47 MINUTES 15 SECONDS EAST A DISTANCE OF 19.32 FEET TO A POINT; THENCE, SOUTH 53 DEGREES 47 MINUTES 15 SECONDS EAST A DISTANCE OF 67.22 FEET TO A POINT ON SAID PROPOSED NORTHERLY RIGHT OF WAY; THENCE, ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1050.00 FEET AN ARC DISTANCE OF 20.00 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 36 DEGREES 12 MINUTES 45 SECONDS WEST A CHORD DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.04 ACRES OR 1,730 SQUARE FEET AND IS SHOWN ON RIGHT OF WAY PLANS FOR FORSYTH CONNECTOR AS PREPARED BY MORELAND ALTOBELLI ASSOCIATES, INC., DATED 11-20-02 AND REVISED 6-30-03.

TRACT DESCRIPTION
PERMANENT DRAINAGE EASEMENT 26
SANFORD H. ORKIN

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 523 OF THE 2ND DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE LAND LOT CORNER COMMON TO LAND LOTS 523, 524, 557 AND 558; THENCE, ALONG THE LAND LOT LINE COMMON TO LAND LOTS 523 AND 558 SOUTH 89 DEGREES 54 MINUTES 57 SECONDS EAST A DISTANCE OF 69.22 FEET TO A POINT ON THE SOUTHERLY PROPOSED RIGHT OF WAY OF THE FORSYTH CONNECTOR; THENCE ALONG SAID PROPOSED RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AN ARC DISTANCE OF 247.39 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 28 DEGREES 08 MINUTES 56 SECONDS EAST A CHORD DISTANCE OF 246.69 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE, CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AN ARC DISTANCE OF 20.00 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 36 DEGREES 12 MINUTES 45 SECONDS EAST A CHORD DISTANCE OF 20.00 FEET TO A POINT; THENCE, DEPARTING SAID PROPOSED RIGHT OF WAY SOUTH 53 DEGREES 47 MINUTES 15 SECONDS EAST A DISTANCE OF 21.81 FEET TO A POINT; THENCE, SOUTH 53 DEGREES 47 MINUTES 15 SECONDS EAST A DISTANCE OF 10.56 FEET TO A POINT; THENCE, SOUTH 36 DEGREES 12 MINUTES 45 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE, NORTH 53 DEGREES 47 MINUTES 15 SECONDS WEST A DISTANCE OF 6.67 FEET TO A POINT; THENCE, NORTH 53 DEGREES 47 MINUTES 15 SECONDS WEST A DISTANCE OF 25.70 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.01 ACRES OR 648 SQUARE FEET AND IS SHOWN ON RIGHT OF WAY PLANS FOR FORSYTH CONNECTOR AS PREPARED BY MORELAND ALTOBELLI ASSOCIATES, INC., DATED 11-20-02 AND REVISED 6-30-03.

TRACT DESCRIPTION
PERMANENT DRAINAGE EASEMENT 27
SANFORD H. ORKIN

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 523 OF THE 2ND DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE LAND LOT CORNER COMMON TO LAND LOTS 523, 524, 557 AND 558; THENCE, ALONG THE LAND LOT LINE COMMON TO LAND LOTS 523 AND 524 NORTH 02 DEGREES 47 MINUTES 14 SECONDS WEST A DISTANCE OF 84.94 FEET TO A POINT ON THE NORTHERLY PROPOSED RIGHT OF WAY OF THE FORSYTH CONNECTOR; THENCE ALONG SAID PROPOSED RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET AN ARC DISTANCE OF 220.91 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 29 DEGREES 38 MINUTES 22 SECONDS EAST A CHORD DISTANCE OF 220.50 FEET TO A POINT; THENCE, CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET AN ARC DISTANCE OF 20.00 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 36 DEGREES 12 MINUTES 45 SECONDS EAST A CHORD DISTANCE OF 20.00 FEET TO A POINT; THENCE, CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1050.00 FEET AN ARC DISTANCE OF 438.08 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 48 DEGREES 42 MINUTES 38 SECONDS EAST A CHORD DISTANCE OF 434.91 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE, DEPARTING SAID PROPOSED RIGHT OF WAY NORTH 28 DEGREES 47 MINUTES 31 SECONDS WEST A DISTANCE OF 79.23 FEET TO A POINT; THENCE, NORTH 28 DEGREES 47 MINUTES 31 SECONDS WEST A DISTANCE OF 16.54 FEET TO A POINT; THENCE, NORTH 61 DEGREES 12 MINUTES 29 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE, SOUTH 28 DEGREES 47 MINUTES 31 SECONDS EAST A DISTANCE OF 11.58 FEET TO A POINT; THENCE SOUTH 28 DEGREES 47 MINUTES 31 SECONDS EAST A DISTANCE OF 84.20 FEET TO A POINT ON THE SAID PROPOSED NORTHERLY RIGHT OF WAY; THENCE ALONG SAID PROPOSED RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1050.00 FEET AN ARC DISTANCE OF 20.00 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF SOUTH 61 DEGREES 12 MINUTES 31 SECONDS WEST A CHORD DISTANCE OF 20.00 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.04 ACRES OR 1,915 SQUARE FEET AND IS SHOWN ON RIGHT OF WAY PLANS FOR FORSYTH CONNECTOR AS PREPARED BY MORELAND ALTOBELLI ASSOCIATES, INC., DATED 11-20-02 AND REVISED 6-30-03.

TRACT DESCRIPTION
PERMANENT DRAINAGE EASEMENT 28
SANFORD H. ORKIN

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 523 OF THE 2ND DISTRICT, 1ST SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE LAND LOT CORNER COMMON TO LAND LOTS 523, 524, 557 AND 558; THENCE, ALONG THE LAND LOT LINE COMMON TO LAND LOTS 523 AND 558 SOUTH 89 DEGREES 54 MINUTES 57 SECONDS EAST A DISTANCE OF 69.22 FEET TO A POINT ON THE SOUTHERLY PROPOSED RIGHT OF WAY OF THE FORSYTH CONNECTOR; THENCE ALONG SAID PROPOSED RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AN ARC DISTANCE OF 247.39 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 28 DEGREES 08 MINUTES 56 SECONDS EAST A CHORD DISTANCE OF 246.69 FEET TO A POINT; THENCE, CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AN ARC DISTANCE OF 20.00 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 36 DEGREES 12 MINUTES 45 SECONDS EAST A CHORD DISTANCE OF 20.00 FEET TO A POINT; THENCE, CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AN ARC DISTANCE OF 394.43 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 48 DEGREES 42 MINUTES 36 SECONDS EAST A CHORD DISTANCE OF 391.61 FEET TO A POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET AN ARC DISTANCE OF 20.00 FEET SAID CURVE BEING SUBTENDED BY A CHORD BEARING OF NORTH 61 DEGREES 12 MINUTES 27 SECONDS EAST A CHORD DISTANCE OF 20.00 FEET TO A POINT; THENCE DEPARTING SAID PROPOSED RIGHT OF WAY SOUTH 28 DEGREES 47 MINUTES 31 SECONDS EAST A DISTANCE OF 52.36 FEET TO A POINT; THENCE, SOUTH 61 DEGREES 12 MINUTES 29 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT; THENCE, NORTH 28 DEGREES 47 MINUTES 31 SECONDS WEST A DISTANCE OF 52.36 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.02 ACRES OR 1,048 SQUARE FEET AND IS SHOWN ON RIGHT OF WAY PLANS FOR FORSYTH CONNECTOR AS PREPARED BY MORELAND ALTOBELLI ASSOCIATES, INC., DATED 11-20-02 AND REVISED 6-30-03.

Doc ID: 001412100003 Type: GLR
Filed: 11/30/2004 at 01:36:38 PM
Fee Amt: $0.00 Page 1 of 3
Transfer Tax: $0.00
Forsyth, GA
Douglas Sorrells Clerk Superior Ct
BK 3585 PG 673-675

STATE OF GEORGIA)
:
COUNTY OF FORSYTH)

Return: Forsyth County Engineering Department
110 East Main Street
Cumming, Ga. 30040

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 8th day of October, 2004, between **SANFORD H. ORKIN** (hereinafter referred to as "GRANTOR"), and **FORSYTH COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires).

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grant unto the Grantee an easement over, under, upon, and across the following described property:

TO-WIT 152,977.00 square feet of Temporary Construction Easement located in Land Lot(s) 523 of the 2nd District, 1st Section, and being identified as Parcel # 05 as more fully shown on the plans entitled "Department Of Public Works, Forsyth County Georgia, Right-of-Way plans for the Forsyth Connector, Project No. PEN04" as prepared by Moreland Altobelli Associates, Inc. Said plans are incorporated herein by reference for a more complete description thereof. See Exhibit "A" attached.

There are a total of 5 Temporary Construction Easements on parcel #05. They are numbered as #25R, 27R, 24,26, & 28 and are highlighted ~~blue~~ green on the attached exhibit "A". They all total 152,977.00 square feet.

NOTE: Temporary Construction Easement to expire upon the earlier of : (i) one (1) year and 6 months from the date construction on the proposed road way commences, or (ii) two (2) years from the date of this Temporary Construction Easement.

THE PURPOSE of this easement is to allow Grantee, or its agents, to construct slopes, fills, and embankments as necessary, in order to support improvements on roadway, and to facilitate construction of a road and all appurtenances on the adjacent right of way acquired from grantor this date; as per Exhibit A, attached

IN WITNESS WHEREOF the Grantor has signed and sealed this easement the day and year above written.

Signed, sealed and delivered this

8th day of October, 2004, in the presence of:

Witness - PAUL J. MCGRUDER

Notary Public
My Commission Expires

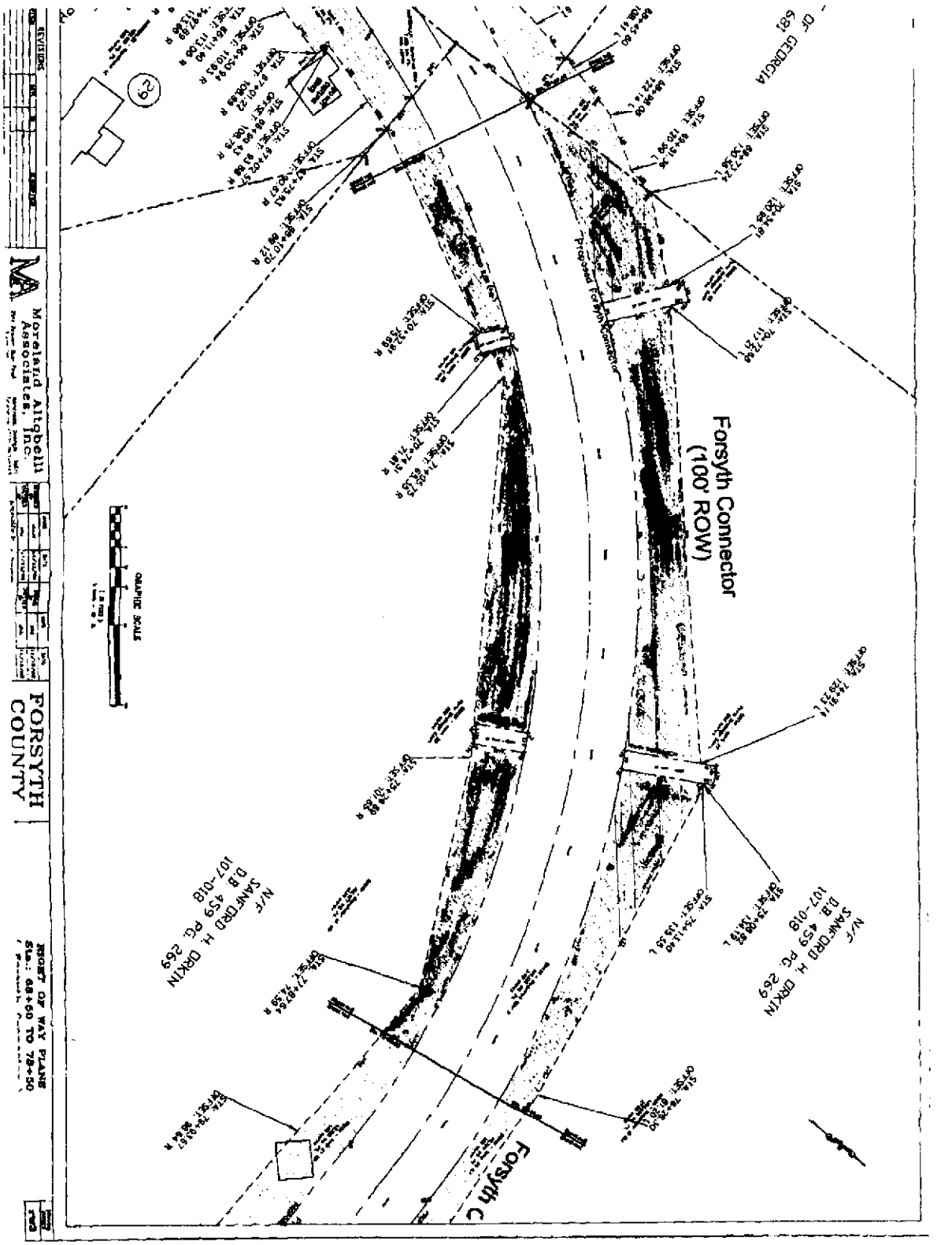
CINDY BAILARD NOTARY EXPIRES GEORGIA MARCH 18, 2005 PUBLIC FORSYTH COUNTY

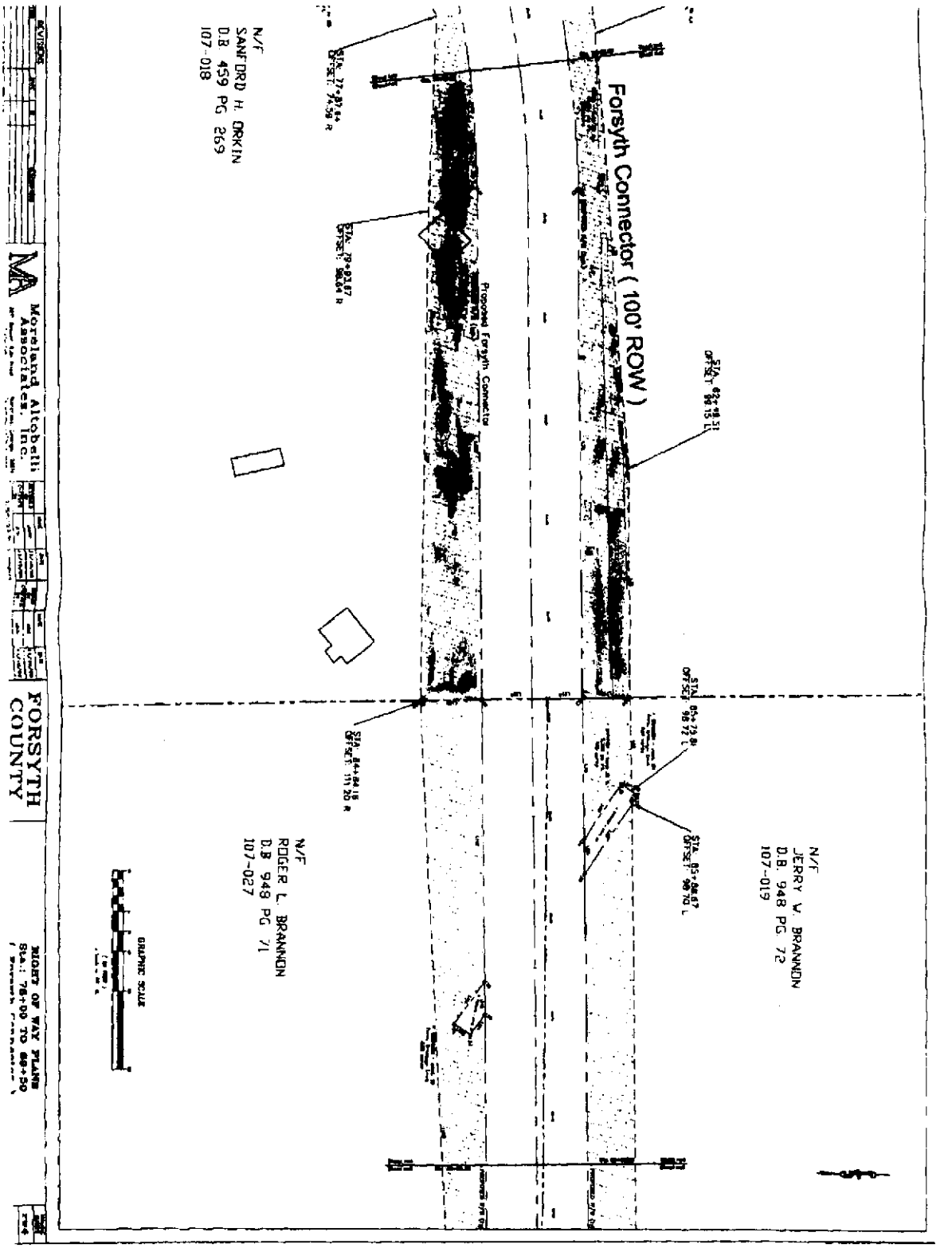
GRANTOR(s): Sanford H. Orkin

AIF

Sanford H. Orkin, by and through his duly appointed attorney-in-fact, Kenneth A. Orkin

EXHIBIT A


Forsyth Connector
(100' ROW)
Proposed Forsyth Connector
N/F
SANFORD H. ORKIN
D.B. 459 PG. 269
107-018
GRAPHIC SCALE
Moreland Altobelli Associates, Inc.
FORSYTH COUNTY
RIGHT OF WAY PLANE
REVISIONS


Forsyth Connector (100' ROW)
Proposed Forsyth Connector
N/F
SANFORD H. ORKIN
D.B. 459 PG. 269
107-018
N/F
ROGER L. BRANNON
D.B. 948 PG. 71
107-027
N/F
JERRY W. BRANNON
D.B. 948 PG. 72
107-019
Morelend Altobelli Associates, Inc.
FORSYTH COUNTY
GRAPHIC SCALE

Doc ID: 001412100003 Type: GLR
Filed: 11/30/2004 at 01:38:38 PM
Fee Amt: $0.00 Page 1 of 3
Transfer Tax: $0.00
Forsyth, GA
Douglas Gorrells Clerk Superior Ct
BK 3585 PG 673-675

STATE OF GEORGIA }
:
COUNTY OF FORSYTH }

Return: Forsyth County Engineering Department
110 East Main Street
Cumming, Ga. 30040

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 8th day of October, 2004, between **SANFORD H. ORKIN** (hereinafter referred to as "GRANTOR"), and **FORSYTH COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires).

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grant unto the Grantee an easement over, under, upon, and across the following described property:

TO-WIT 152,977.00 square feet of Temporary Construction Easement located in Land Lot(s) 523 of the 2nd District, 1st Section, and being identified as Parcel # 05 as more fully shown on the plans entitled "Department Of Public Works, Forsyth County Georgia, Right-of-Way plans for the Forsyth Connector, Project No. PEN04" as prepared by Moreland Altobelli Associates, Inc. Said plans are incorporated herein by reference for a more complete description thereof. See Exhibit "A" attached.

There are a total of 5 Temporary Construction Easements on parcel #05. They are numbered as #25R, 27R, 24,26, & 28 and are highlighted ~~blue~~ green on the attached exhibit "A". They all total 152,977.00 square feet.

NOTE: Temporary Construction Easement to expire upon the earlier of : (i) one (1) year and 6 months from the date construction on the proposed road way commences, or (ii) two (2) years from the date of this Temporary Construction Easement.

THE PURPOSE of this easement is to allow Grantee, or its agents, to construct slopes, fills, and embankments as necessary, in order to support improvements on roadway, and to facilitate construction of a road and all appurtenances on the adjacent right of way acquired from grantor this date; as per Exhibit A, attached

IN WITNESS WHEREOF the Grantor has signed and sealed this easement the day and year above written.

Signed, sealed and delivered this
8th day of October, 2004, in
the presence of:

Witness – PAUL J. MASCHMEYER

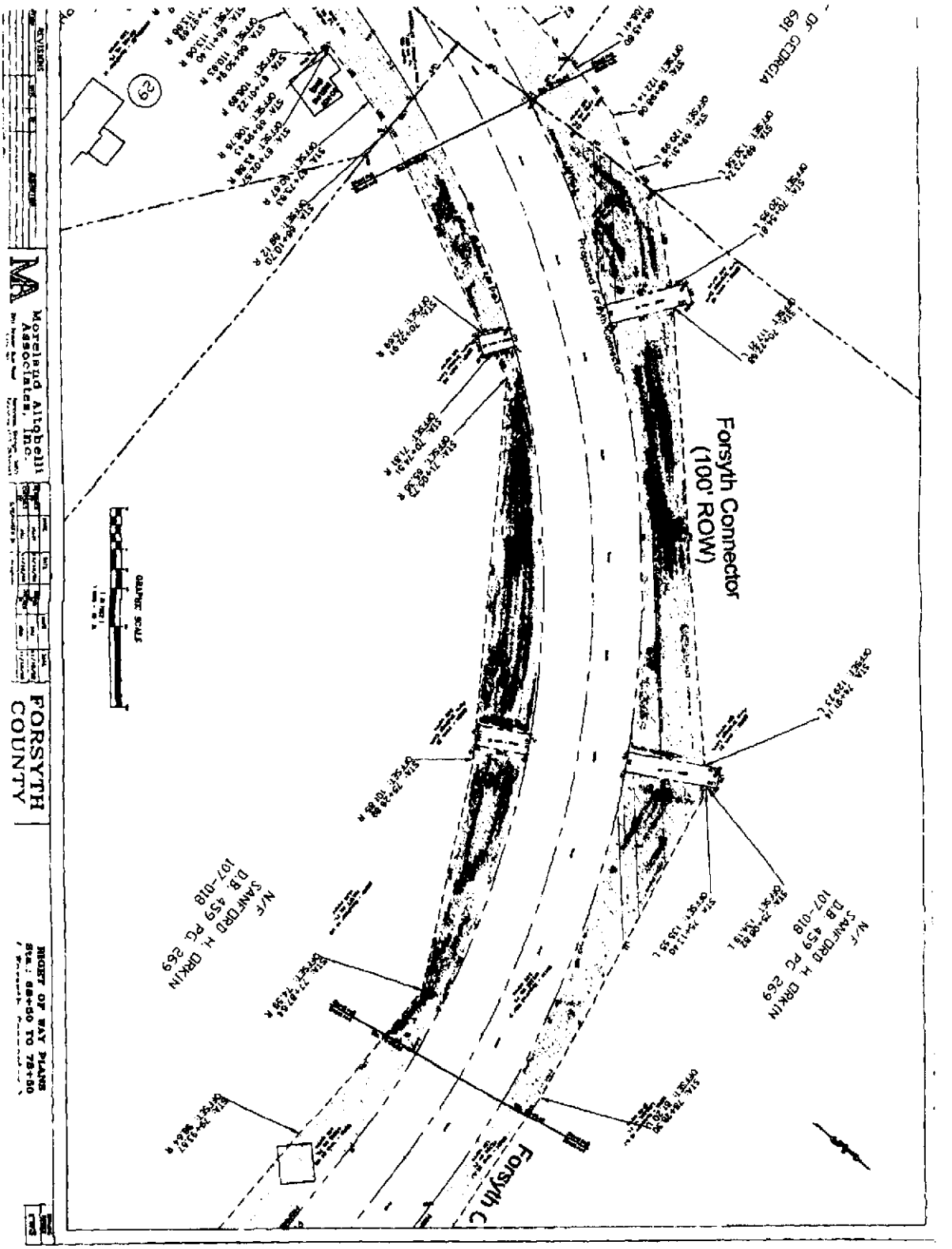
Notary Public
My Commission expires: NOTARY PUBLIC FORSYTH COUNTY GEORGIA EXPIRES MARCH 18, 2005

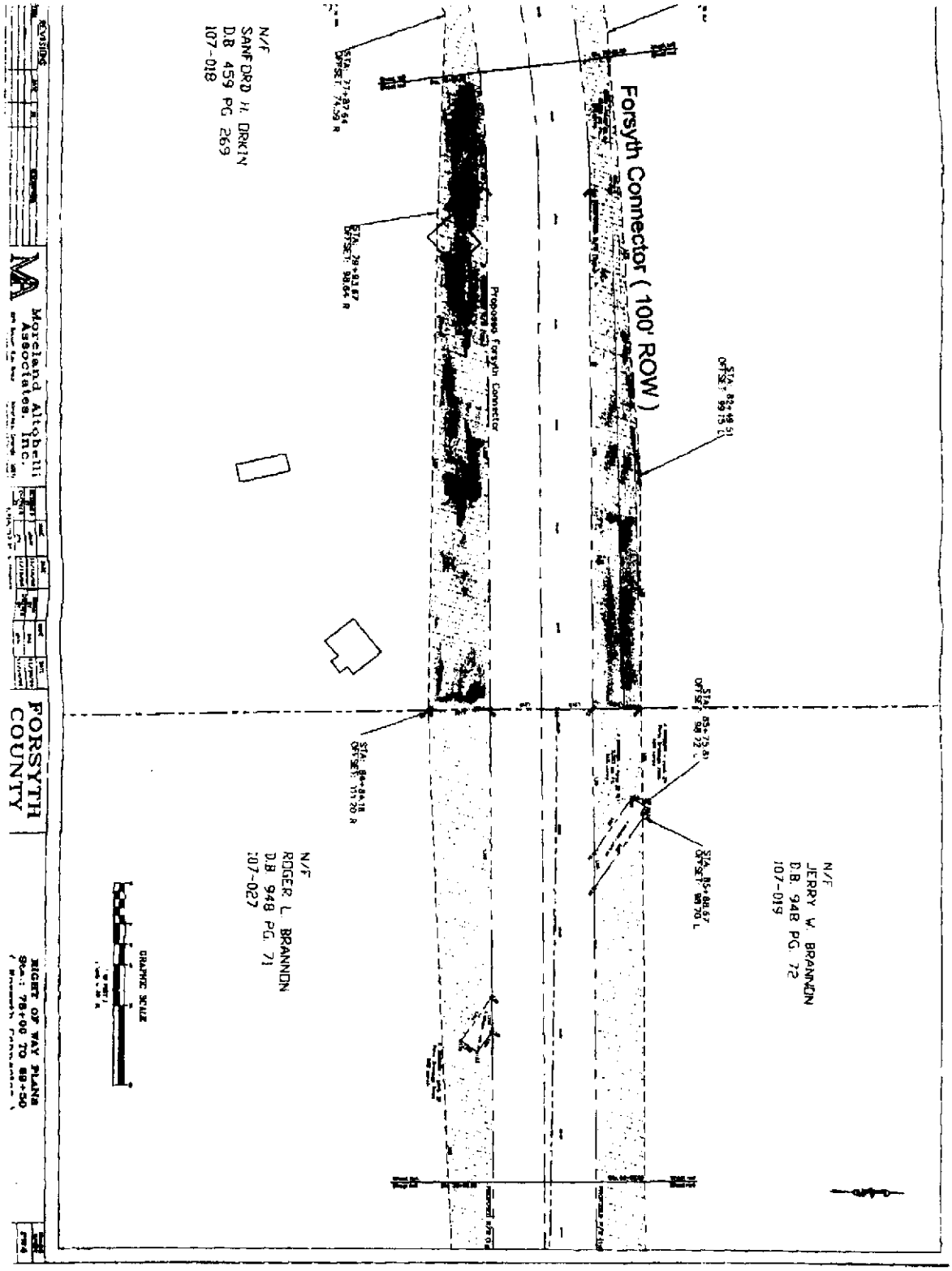
GRANTOR(s): Sanford H. Orkin

AIF

Sanford H. Orkin, by and through his duly appointed attorney-in-fact, Kenneth A. Orkin

EXHIBIT A


Forsyth Connector
(100' ROW)
Morehead Altgelt Associates, Inc.
FORSYTH COUNTY
N/F
SANFORD H. ORKIN
D.B. 459 PG. 269
107-018
Forsyth C


Forsyth Connector (100' ROW)
N/F
JERRY W. BRANNON
D.B. 948 PG. 72
107-019
N/F
SANFORD H. DRKIN
D.B 459 PG 269
107-018
N/F
ROGER L. BRANNON
D.B 948 PG. 71
107-027
Proposed Forsyth Connector
Morcland Altobelli Associates, Inc.
FORSYTH COUNTY
GRAPHIC SCALE

364

RETURN TO:
MICHAEL L. SCHARF
1841 PIEDMONT RD.
SUITE 208
MARIETTA, GA 30066

STATE OF GEORGIA

COUNTY OF FORSYTH

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 20
day of Jan 19 98
at 2:52 o'clock P M. Recorded in
Book 1221 Page 364-373
day of 2-2, 19 98
Sandra Jarrell Clerk, By

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is made and entered into this ____ day of January, 1998, by and between **CLARKE RAWSON**, an individual resident of the State of Georgia ("Rawson") and **QUIKTRIP CORPORATION**, an Oklahoma corporation ("QuikTrip").

WITNESSETH:

WHEREAS, Rawson is the owner of that certain tract of land described in Exhibit "A" attached hereto and incorporated herein by this reference, said property being located within the boundaries, and near the southeast corner, of the QuikTrip property, as hereinafter defined (the "Rawson Property"); and

WHEREAS, by virtue of a conveyance from Rawson by limited warranty deed of even date herewith, QuikTrip is the owner of that certain tract of land described in Exhibit "B" attached hereto and incorporated herein by this reference (the "QuikTrip Property"); and

WHEREAS, QuikTrip intends to grant to Rawson, for the benefit of the Rawson Property, a temporary easement for the purpose of ingress and egress to and from Georgia Highway 141 (a/k/a Peachtree Parkway) and the Rawson Property, until such time as the Rawson Property is conveyed to the Georgia Department of Transportation ("GDOT") to facilitate the relocation/widening of Georgia Highway 141 (a/k/a Peachtree Parkway), all on the terms and conditions provided herein. A true and correct copy of a reduction of certain plans showing the area of access is attached hereto as Exhibit "C", which is incorporated herein by this reference; and

WHEREAS, the continued use and maintenance of the access easement granted herein will be beneficial to the Rawson Property and the QuikTrip Property (each such property hereinafter sometimes called a "Parcel").

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars ($10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Owner") intending to be legally bound do hereby agree as follows:

1. Grant of Easement by QuikTrip for the benefit of Rawson and the Rawson Property. QuikTrip hereby grants, bargains, sells and conveys to Rawson the following easement for the benefit of Rawson, the Rawson Property, Rawson's invitees, customers, employees and agents, and to the extent title to the Rawson Property is leased, transferred or assigned by Rawson, to its successors and assigns:

1.1 Access Easement. A temporary, non-exclusive and unobstructed twenty foot (20') access, ingress and egress easement (the "Rawson Access Easement") over, across, upon and through those portions of the QuikTrip Property to the east of the Rawson Property shown cross-hatched and labeled as the "20' Sign Access Easement" on Exhibit "C" (the "Rawson Access Easement Area"), for the purpose of vehicular and pedestrian access, ingress and egress to and from the Rawson Property and Georgia Highway 141 (a/k/a Peachtree Parkway) for the purpose of repairing, replacing and maintaining a certain sign (the "Sign") located on the Rawson Property. This easement shall expire and terminate upon the earlier to occur of (i) the date the Rawson Property is conveyed to GDOT (as evidenced by the recording of a deed for the Rawson Property in favor of GDOT) to facilitate the relocation/widening of Georgia Highway 141 (a/k/a Peachtree Parkway), and (ii) the date QuikTrip obtains a building permit from Forsyth County, or other applicable governmental entity, authorizing QuikTrip to construct a retail convenience grocery store with a self service motor fuel dispensing facility on the QuikTrip Property. In the event that QuikTrip obtains said building permit prior to the date that is two (2) years from the date hereof, the Rawson Access Easement shall expire and terminate at the end of said two (2) year period.

2. Costs and Expenses for Construction and Maintenance of Easement Areas.

2.1 Initial Construction of Easements. All construction contemplated in this Agreement with respect to any amenities within the Rawson Access Easement shall be undertaken and completed by Rawson, at Rawson's sole cost and expense, and shall be subject to QuikTrip's prior approval, such approval not to be unreasonably withheld or delayed.

2.2 Responsibility for Costs and Expenses of Maintenance After Completion of Initial Construction. Rawson agrees to maintain in good condition and working order all of the facilities located within the Rawson Access Easement or on the Rawson Property, at Rawson's sole cost and expense. Upon the termination of the Rawson Access Easement, Rawson shall, at Rawson's sole cost and

expense, remove all improvements located on the Rawson Property and within the Rawson Access Easement Area, including, without limitation, the Sign.

2.3 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations and ordinances. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of Rawson. Rawson shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien affecting the QuikTrip Property arising from or relating to such work. No work done by an Owner on another Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

3. Legal Descriptions. QuikTrip and Rawson agree that either party may, at its sole cost and expense, have prepared by a Georgia registered surveyor a survey showing the legally sufficient metes and bounds description of any of the easement areas described herein, for the purpose of supplementing the diagrams attached to this Agreement. To the extent such legal descriptions are inconsistent with the diagrams attached to this Agreement, the legal descriptions shall control. Upon the completion of such legal descriptions, the party hiring the surveyor shall deliver two (2) copies of such survey and descriptions to the other party for review and approval, which approval shall not be unreasonably withheld or delayed.

4. Indemnity. Rawson hereby agrees to indemnify and hold harmless QuikTrip from any loss, cost, damage or expense suffered by QuikTrip (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of Rawson in exercising the rights and obligations granted and set forth herein.

5. Time of the Essence. Time is of the essence of this Agreement.

6. Ownership. Rawson covenants and warrants that it is the owner in fee simple of the Rawson Property. QuikTrip covenants and warrants that, to the extent that Rawson has conveyed its rights, title and interest in the QuikTrip Property to QuikTrip as of the date hereof, QuikTrip is the fee simple owner of the QuikTrip Property and has a good and lawful right to convey these easements to Rawson. Each party and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto the other party hereto, its successors and assigns against the

lawful claims of all persons claiming by, through or under Rawson or QuikTrip as the case may be.

7. Amendment. QuikTrip and Rawson hereby agree that only upon the written consent of the then Owners of the Parcels and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

8. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

9. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

10. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of Rawson and QuikTrip and their respective successors and assigns. Notwithstanding the foregoing, each Owner shall be responsible for the obligations, indemnities, duties and responsibilities set forth in this Agreement only for the period of time during which such Owner holds fee simple title to a Parcel, or portion thereof. Upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of the Rawson Property and be a burden upon the QuikTrip Property and shall run with title to, and be appurtenant to the Rawson Property.

11. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon the earlier of personal delivery (including professional overnight courier service) or three (3) days after the same shall have been deposited in the United States Mail by certified or registered

mail, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the Owner at the address set forth under the signature of such Owner to this Agreement, however, an Owner may change its address for notices by giving notice to the other Owners in the manner provided in this Section.

12. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner(s) may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting Owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting Owner(s) commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within ten (10) days from the date the other Owner is notified of the amounts due. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Owner to file a lien or claim of lien against the Parcel owned by the delinquent Owner.

13. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:
Notary Public, Fulton County, Georgia
My Commission Expires Oct. 7, 2000

(NOTARY SEAL)

RAWSON:

(SEAL)
CLARKE RAWSON, an individual
resident of the State of Georgia

Address: Clarke Rawson
6900 Castleberry Road
Cuming, Georgia 30040

370

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:
Shirla D. Sanders
Notary Public, Gwinnett County, Georgia
My Commission Expires Jan. 12, 2001

(NOTARY SEAL)

QUIKTRIP CORPORATION,
an Oklahoma corporation

By: _____
Alvin Howerton
Executive Vice President

Attest: _____
Name: Kathy N. Keahey
Title: Assistant Secretary

[CORPORATE SEAL]

Address: QuikTrip Corporation

P. O. Box 3475
Tulsa, Oklahoma 74101

or

901 N. Mingo
Tulsa, Oklahoma 74116
Attn: Executive Vice President

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being located in Land Lot 487 of the 2nd. District, 1st. Section, Forsyth County, Georgia; being more particularly described as follows:

Beginning at a point which bears North 34 degrees 06 minutes 47 seconds West a distance of 27.50 feet from a crimp top pipe located on the common line of Land Lots 487 and 522, at the point of intersection of said common line with the westerly right-of-way of State Route #141 (100' R/W);

THENCE North 88 degrees 50 minutes 35 seconds West for a distance of 25.00 feet to a point;
THENCE North 03 degrees 09 minutes 25 seconds East for a distance of 10.00 feet to a point;
THENCE South 86 degrees 50 minutes 35 seconds East for a distance of 25.00 feet to a point;
THENCE South 03 degrees 09 minutes 25 seconds West for a distance of 10.00 feet to the point of beginning;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains ~~0.006~~ 0.0057 acres more or less.

250 Square Feet

372

Exhibit B

LAND DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 487 OF THE 2nd DISTRICT, 1st SECTION OF FORSYTH COUNTY, GEORGIA, CONTAINING 1.989 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF GEORGIA HIGHWAY NO. 141 (100 FOOT RIGHT OF WAY), AKA AS PEACHTREE PARKWAY AND THE LAND LOT LINE COMMON TO LAND LOTS 487 AND 522; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING ALONG SAID LAND LOT LINE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST A DISTANCE OF 431.24 FEET TO AN IRON PIN SET ON SAID LAND LOT LINE; THENCE LEAVING SAID LAND LOT LINE AND RUNNING NORTH 03 DEGREES 10 MINUTES 43 SECONDS EAST A DISTANCE OF 203.17 FEET TO AN AXEL FOUND; THENCE RUNNING SOUTH 89 DEGREES 26 MINUTES 03 SECONDS EAST A DISTANCE OF 431.21 FEET TO AN IRON PIN SET ON THE WESTERLY RIGHT OF WAY OF SAID GEORGIA HIGHWAY NO. 141; THENCE RUNNING ALONG SAID RIGHT OF WAY ALONG A CURVE TO LEFT, HAVING A RADIUS OF 4461.40 FEET, AN ARC DISTANCE OF 199.95 FEET TO AN IRON PIN SET ON THE LAND LOT LINE COMMON TO LAND LOTS 487 AND 522, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 12 MINUTES 57 SECONDS WEST, 199.93 FEET, SAID IRON PIN BEING THE POINT OF BEGINNING.

LESS AND EXCEPT

All that tract or parcel of land lying and being located in Land Lot 487 of the 2nd. District, 1st. Section, Forsyth County, Georgia: being more particularly described as follows:

Beginning at a point which bears North 34 degrees 06 minutes 47 seconds West a distance of 27.50 feet from a crimp top pipe located on the common line of Land Lots 487 and 522, at the point of intersection of said common line with the westerly right-of-way of State Route #141 (100' R/W);

THENCE North 86 degrees 50 minutes 35 seconds West for a distance of 25.00 feet to a point;
THENCE North 03 degrees 09 minutes 25 seconds East for a distance of 10.00 feet to a point;
THENCE South 86 degrees 50 minutes 35 seconds East for a distance of 25.00 feet to a point;
THENCE South 03 degrees 09 minutes 25 seconds West for a distance of 10.00 feet to the point of beginning;

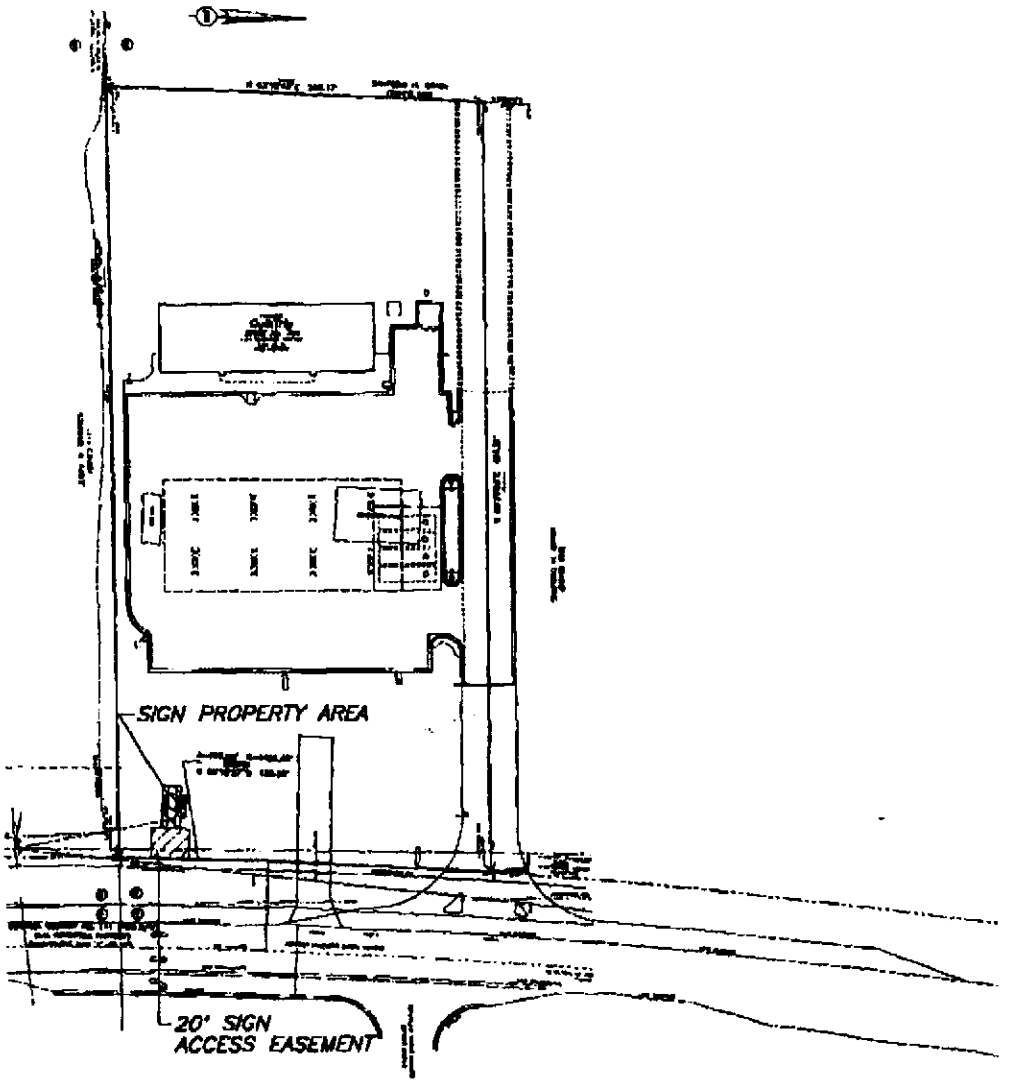
Together with and subject to covenants, easements, and restrictions of record.

Said property contains ~~0.006~~ 0.0057 acres more or less.

250 Square Feet

Exhibit C

SIGN EASEMENT EXHIBIT



RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, H.W. Reed

owner of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Sawnee Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of FORSYTH State of Georgia, and more particularly described as follows:

A tract of land approximately ..... acres in area located ..... miles SOUTH from the town of Cumming bounded by land owned by

To extend service to H Wallis Lee

SHOP 64-25-86

and ..... and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abutting said lands and electric transmission or distribution line or system and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In witness whereof, the undersigned has set his hand and seal, this 13 day of June 19 8

Signed, sealed and delivered in the presence of:

Elizabeth Rodney
WITNESS

Richard D. Freeman NP
Notary Public, Georgia, State at Large
My Commission Expires Oct. 1, 1984

H.W. Reed
SIGN

GEORGIA, FORSYTH CO.
Clerks Office Superior Court
Filed for record on the 27
day of June 19 8
At 11:40 o'clock A M. Recorded
Book 22 Page 162, th
27 day of June, 19
Carl McClure, Cl

T.P. FORM 84, 91

01309
0451

After recording return to:

Alston & Bird
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Attn: B. Ford Robertson, Esq

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 26 day of June 1998
at 10:45 o'clock A M. Recorded in
Book 1309 Page 451-468
7-2 day of , 1998
Clerk, By

RETURN TO:
MICHAEL L. SCHAAP
1941 PIEDMONT RD.
SUITE 202
MARIETTA, GA 30066

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement), made and entered into this 24th day of June, 1998, by and between **SANFORD H. ORKIN**, an individual resident of the State of Georgia and **BARBARA H. ORKIN**, as Trustee under the following agreements: (i) Agreement dated December 27, 1973 for the benefit of Sherri Lynn Orkin n/k/a Sherri O. Soriano, (ii) Agreement dated December 27, 1973 for the benefit of LaurieAnn Orkin n/k/a LaurieO. Ginsburg, (iii) Agreement dated December 27, 1973 for the benefit of Michael Brian Orkin, and (iv) Agreement dated December 27, 1973 for the benefit of Kenneth A. Orkin (collectively, "Orkin") and **QUIKTRIP CORPORATION**, an Oklahoma corporation ("QuikTrip").

WITNESSETH:

WHEREAS, QuikTrip is the owner of that certain tract of land described in Exhibit "A" attached hereto and incorporated herein, said property, together with any additional property that may hereafter be under common ownership with all or any portion of the property described on Exhibit "A" attached hereto and incorporated herein, being hereinafter referred to as the "QuikTrip Property"; and

WHEREAS, Orkin is the owner of that certain tract of land contiguous to and to the north of the QuikTrip Property described on Exhibit "B" attached hereto and incorporated herein, said property, together with any additional property that may hereafter be under common ownership with all or any portion of the property described on Exhibit "B" attached hereto and incorporated herein, being hereinafter referred to as the "Orkin Property"; and

WHEREAS, Orkin and QuikTrip plan to share a curb cut for ingress and egress from Georgia Highway 141 (a/k/a Peachtree Parkway) to the Orkin Property and the QuikTrip Property. A true and correct copy of a reduction of certain plans showing the curb cuts on Georgia Highway 141 (a/k/a Peachtree Parkway) and the planned inter-parcel access between the Orkin Property and the QuikTrip Property is attached hereto and incorporated herein as Exhibit "C"; and

WHEREAS, the parties intend to grant and reserve certain other easements as more particularly described herein; and

WHEREAS, the continued use and maintenance of the curb cuts and access easements and the other easements granted herein will be beneficial to the Orkin Property and the QuikTrip Property (each such property hereinafter sometimes called a "Parcel").

NOW, THEREFORE, in consideration of the foregoing premises, the grants, easements and agreements herein made, and in consideration of Ten and no/100 Dollars ($10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter sometimes called an "Owner") intending to be legally bound do hereby agree as follows:

1. Grant of Easements by Orkin to QuikTrip. Orkin hereby grants, bargains, sells and conveys to QuikTrip the following easements for the benefit of QuikTrip, the QuikTrip Property, QuikTrip's invitees, customers, tenants, licensees, employees and agents, and, to the extent title to the QuikTrip Property or any portion thereof is transferred or assigned by QuikTrip, to QuikTrip's successors and assigns:

1.1 Access Easement. A permanent, non-exclusive and unobstructed access, ingress and egress easement (the "QuikTrip Access Easement") on, over and across those portions of the Orkin Property adjacent to the northern boundary of the QuikTrip Property shown cross-hatched on Exhibit "C" and labeled as the "15' QuikTrip Access Easement" (the "QuikTrip Access Easement Area"), for the purpose of vehicular and pedestrian access, ingress and egress over and across the curb cuts, driveways, paved areas and walkways, now or hereafter existing, to and from the QuikTrip Property and Georgia Highway 141 (a/k/a Peachtree Parkway), and for the purpose of utilizing and maintaining related amenities within the QuikTrip Access Easement Area, including, without limitation, curb cuts, curbing, guttering, driveways, paved areas, walkways and other areas of access.

1.2 Temporary Construction Easement. A temporary construction easement over, across, under, through and upon those portions of the Orkin Property shown shaded with diagonal lines and labeled as the "35' QuikTrip Temporary Construction Easement" on Exhibit "D" attached hereto and incorporated herein, for the purpose of construction of the driveways, curb cuts and other improvements on the QuikTrip Property and the Orkin Property made necessary as a result of the easements granted herein. This easement shall expire and terminate upon the completion of the initial construction of all of the herein-described improvements.

2. Grant of Easements by QuikTrip to Orkin. QuikTrip hereby grants, bargains, sells and conveys to Orkin the following easements for the benefit of Orkin, all or any portion of the Orkin Property, Orkin's invitees, customers, tenants, licensees, employees and agents, and, to the extent title to the Orkin Property or any portion thereof is transferred or assigned by Orkin, to Orkin's successors and assigns:

2.1 Access Easement. A permanent, non-exclusive and unobstructed access, ingress and egress easement (the "Orkin Access Easement") on, over and across those portions of the QuikTrip Property adjacent to the southern boundary of the Orkin Property shown shaded with diagonal lines on Exhibit "C" and labeled as the "15' Orkin Access Easement (the "Orkin Access Easement Area") for the purpose of vehicular and pedestrian access, ingress and egress over and across the curb cuts, driveways, paved areas and walkways, now or hereafter existing, to and from the Orkin Property and Georgia Highway 141 (a/k/a Peachtree Parkway), and for the purpose of utilizing and maintaining related amenities within the Orkin Access Easement Area, including, without limitation, curb cuts, curbing, driveways, paved areas, walkways and other areas of access.

2.2 Temporary Construction Easement. A temporary construction easement over, across, under, through and upon those portions of the QuikTrip Property shown shaded with diagonal lines on Exhibit "D" and labeled as the "20' Orkin Temporary Construction Easement", for the purpose of construction of the driveways, curb cuts and other improvements on the Orkin Property and the QuikTrip Property made necessary as a result of the easements granted herein. This easement shall expire and terminate upon the completion of the construction of all of the herein-described improvements.

3. Costs and Expenses for Design, Permitting and Construction of Improvements and Maintenance of Easement Areas.

3.1 Permitting. QuikTrip shall be responsible, at QuikTrip's sole cost and expense, for obtaining the necessary permits from the Georgia Department of Transportation or other applicable governmental entity for the curb cuts and median break in Georgia Highway 141 (a/k/a Peachtree Parkway) associated with the Access Easement Areas (as hereinafter defined).

454

3.2 Initial Construction of Improvements. All construction contemplated in this Agreement with respect to the curb cuts, paved driveways, traffic islands, guttering and related amenities within the QuikTrip Access Easement Area and the Orkin Access Easement Area (collectively, the "Access Easement Areas"), together with the associated deceleration lane, taper and approach leading from Georgia Highway 141 (collectively, the "Road Improvements") within the first two hundred seventy feet (270') of the Access Easement Areas, measured from the existing western right of way line of Georgia Highway 141 (the "Primary Access Easement Area"), shall be undertaken and completed by QuikTrip, at QuikTrip's sole cost and expense, on or before the date of substantial completion of the QuikTrip convenience store facility to be located on the QuikTrip Property. In the event that Orkin has need of access and development of the Access Easement Areas prior to QuikTrip's construction of the Road Improvements within the Primary Access Easement Area, Orkin shall have the right to undertake and complete such construction, at QuikTrip's sole cost and expense; provided, however, that QuikTrip shall have the right to review and approve all bids for such construction and, if not reasonably satisfied with those bids, shall have the right to undertake and complete such construction itself. Any extension of the Road Improvements beyond the 270' Primary Access Easement Area shall be undertaken and completed by the first of the parties hereto to have need of access to and development of such an extension, at such party's sole cost and expense. All construction of Road Improvements within the Primary Access Easement Area shall be performed in accordance with those certain Development Plans for QuikTrip Store Number 731, prepared by Brock Design Group, Inc., dated December 15, 1997, last revised January 14, 1998 (the "Brock Plans"). All construction contemplated in this Agreement with respect to the Road Improvements shall be performed in accordance with applicable State of Georgia or Forsyth County standards, to wit, (i) a minimum of thirty feet (30') in width, (ii) 8 inches of graded aggregate base, (iii) 2 inches of binder (type A or B), and (iv) 1 inch of topping (type E or F). Upon the completion of any work, the Parcel upon which such work was performed shall be restored to the condition which existed prior to such work, except to the extent that such Parcel has been maintained or improved as a result of such work. All plans and specifications for the construction and installation of any portion of the Road Improvements shall be subject to the approval of each of the parties hereto, which approval shall not be

unreasonably withheld or delayed. Such approval shall be deemed given if either of the parties hereto shall fail to respond to a request for its approval within fifteen (15) business days of receipt of any such plans and specifications or any changes thereto. If either of the parties hereto disapproves any plans and specifications which must be approved hereunder, the applicable notice shall state the specific reason for such disapproval and shall be accompanied by specific changes requested by such party. By its execution of this Agreement, Orkin shall be deemed to have given such approval with respect to the Brock Plans.

3.3 Responsibility for Costs and Expenses of Maintenance After Completion of Initial Construction. After completion of the initial construction of the Road Improvements, the cost and expense of all maintenance and repair of the Road Improvements shall be borne as follows: for as long as only one Owner is making regular use of the Access Easement Areas and the Road Improvements located therein, and the Access Easement Areas and the Road Improvements are being used to serve only one Owner's Parcel, all maintenance and repair of the Road Improvements shall be the responsibility of such Owner, at such Owner's sole cost and expense, until such time as both Owners shall begin to make use of the Access Easement Areas and the Road Improvements located therein, at which time the cost and expense of all maintenance and repair of the Road Improvements within the Access Easement Areas shall, from that date forward, be apportioned and prorated between QuikTrip and Orkin, with each Owner responsible for the maintenance in good working order of all Road Improvements within the Access Easement Areas located on any portion of such Owner's Parcel at such Owner's sole cost and expense. For the purposes of this Agreement, an Owner shall be deemed to have begun to make use of the Access Easement Areas at such time as construction of commercial facilities on such Owner's Parcel (including grading work) has commenced. The parties hereto agree to execute in the future such documentation as is necessary to evidence and acknowledge the date on which such joint use has begun. Notwithstanding anything to the contrary contained in the preceding sentences, if, at any time, any maintenance or repair within the Access Easement Areas is necessitated solely by the actions of one Owner, such maintenance or repair shall be the responsibility of such Owner at such Owner's sole cost and expense.

3.4 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, (b) in compliance with all applicable laws, rules, regulations and ordinances, and (c) with first-class materials. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of the Owner causing the damage. Any Owner shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien affecting any other Owner's Parcel arising from or relating to such work. No work done by an Owner on another Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

3.5 Changes to Easement Areas; Additional Rights of Orkin. QuikTrip and Orkin hereby agree that only upon the written consent of the Owners of all of the Orkin Property and the QuikTrip Property, and their respective mortgagees, may any of the easements located in this Agreement be relocated, diminished or expanded or the Road Improvements materially altered. Notwithstanding the foregoing, in connection with the development and improvement of the Orkin Property, the Owner of fee simple title to that portion of the QuikTrip Access Easement Area located on the Orkin Property shall have the right, from time to time, at such owner's sole cost and expense, to alter, modify or expand (but not diminish) the Road Improvements, including, without limitation, increasing (but not decreasing) the width of the Road Improvements as such owner shall deem necessary or desirable to serve the improvements from time to time located on the Orkin Property, and, in connection therewith, to seek alterations and modifications to the median break in Georgia Highway 141 (a/k/a Peachtree Parkway) serving the Access Easement Areas (collectively, "Road Alterations") provided that (i) no Road Alteration shall in any way diminish QuikTrip's access to Georgia Highway 141 (a/k/a Peachtree Parkway), (ii) no Road Alteration shall include the erection of a center median in the driveway to be constructed within the Access Easement Areas, and (iii) any Road Alteration shall be subject to QuikTrip's prior consent and approval, such consent and approval not to be unreasonably withheld or delayed. The construction, installation and maintenance of any Road Alterations shall be subject to all of the provisions of

Sections 3.1, 3.2, and 3.3 hereof, including, without limitation, the approval by QuikTrip of the plans and specifications for all Road Alterations, such consent and approval not to be unreasonably withheld or delayed. In the event that any Road Alterations result in a widening of the Road Improvements to any portion of the Orkin Property not within the QuikTrip Access Easement Area, Orkin and QuikTrip shall execute and enter into an amendment to this Agreement, modifying the description of the QuikTrip Access' Easement Area to include the area encompassed by such widened Road Improvements.

4. Reciprocal Indemnity. Each Owner agrees to indemnify and hold the other harmless from any loss, cost, damage or expense (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the negligence or intentional misconduct of the indemnifying party in exercising the rights or performing the obligations granted and set forth herein.

5. Time of the Essence. Time is of the essence of this Agreement.

6. Ownership.

6.1 Warranty of Title. QuikTrip and Orkin covenant and warrant that they are the owners in fee simple of the property described above as their respective property and that each has a good and lawful right to convey these easements unto the other. Each Owner and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto the other party hereto, its successors and assigns against the lawful claims of all persons claiming by, through or under Orkin or QuikTrip as the case may be, but not otherwise.

6.2 Subordination of Liens. Each party hereto agrees that all mortgages, deeds of trust, deeds to secure debt and other encumbrances placed upon each party's respective property shall be subordinate and inferior to the easements created by this Agreement, and to the extent that any such mortgages, deeds of trust, deeds to secure debt or other encumbrances presently exist, each party shall secure a subordination agreement from the holder thereof which shall be recorded in conjunction herewith.

7. Amendment. QuikTrip and Orkin hereby agree that only upon the written consent of the Owners of all of the QuikTrip Property and the Orkin Property, and their respective mortgagees may this Agreement be amended.

8. Waiver. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be

construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

9. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

10. Binding Effect; Dedication; Appurtenance. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of Orkin and QuikTrip and their respective successors, successors in title, and assigns. Notwithstanding the foregoing, and except as otherwise set forth herein, each Owner shall be responsible only for the obligations, indemnities, duties, liabilities and responsibilities set forth in this Agreement that accrue during the period of time during which such Owner holds fee simple title to a Parcel or portion thereof. Except as otherwise set forth herein, upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. Upon the conveyance or dedication of any of the easements created hereunder, the facilities located therein, and the real property burdened thereby, to Forsyth County or other applicable governmental authority, such governmental authority shall take title to any property so conveyed or dedicated free and clear of any and all obligations, duties, indemnities, liabilities and responsibilities created by this Agreement. The parties hereto hereby consent to the dedication of any easements created herein to Forsyth County or other applicable governmental authority, and they agree to execute any required documents and to take all reasonable steps that may be necessary to accomplish such dedication. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of, and be a burden upon, the Orkin Property, and the QuikTrip Property and shall run with title to, and be appurtenant to, such Parcels.

11. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon the earlier of personal delivery (including professional overnight courier service) or three (3) days after the same shall have been deposited in the United States Mail by certified or registered mail, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the Owner at the address set forth below; however, an Owner may change its address for notices by giving notice to the other Owners in the manner provided in this Paragraph.

If to Orkin:

Sanford H. Orkin
Suite 236, Monarch Plaza
3414 Peachtree Road
Atlanta, Georgia 30326

With a Copy to:

Kilpatrick Stockton LLP
Suite 2800
1100 Peachtree Street
Atlanta, Georgia 30309
Attn: M. Andrew Kauss, Esq.

If to QuikTrip:

QuikTrip Corporation
901 N. Mingo
Tulsa, Oklahoma 74116
Attn: President

With a Copy to:

Alston & Bird LLP
One Atlantic Center
1201 W. Peachtree Street
Atlanta, Georgia 30309
Attn: T. Michael Tennant, Esq.

12. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner(s) may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting Owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business

460

operations on any Parcel, no notice shall be required prior to the non-defaulting Owner(s) commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within ten (10) days from the date the other Owner is notified of the amounts due. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Owner to file a lien or claim of lien against the Parcel owned by the delinquent Owner.

13. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

14. No Third Party Consents. Notwithstanding that certain of the easements created hereby may ultimately run to the benefit of tenants, subtenants, employees, invitees, agents, independent contractors, customers or guests in respect of either the Orkin Property or the QuikTrip Property, nothing contained in this Agreement shall imply that the consent of any such other beneficiaries is required in connection with an amendment, modification or termination of this Agreement or any approval or consent under this Agreement, unless expressly provided either in this Agreement or in an amendment or written instrument which is duly executed by the parties hereto, is recorded and makes reference to the recording information of this Agreement.

15. Multiple Property Owners. The parties acknowledge that the Orkin Property may hereafter be owned by more than one individual or entity (such owners, collectively, the "Orkin Property Owners"). In such event, but subject to the provisions of Paragraph 16 hereof, the Orkin Property Owners shall each be jointly and severally liable for the obligations arising hereunder (other than Paragraph 4 hereof, as to which each Orkin Property Owner shall be responsible for its own actions); however, the owner or owners of the largest single portion of the Orkin Property from time to time (the "Majority Orkin Owner"), individually, shall have the right and authority to exercise the consent and approval rights, and shall be responsible for the payment and performance of the obligations, of all of the Orkin Property Owners pursuant to this Agreement (other than Paragraph 4 hereof, as to which each Orkin Property Owner shall be responsible for its own actions), and shall be solely responsible for obtaining payment from any Orkin Property Owners, none of whom shall be relieved of liability hereunder. Any individual or entity requesting an approval or notice or estoppel certificate concerning this Agreement shall be entitled to rely on an approval or notice or estoppel certificate from the Majority Orkin Owner. Orkin shall promptly notify QuikTrip at such time in the future as someone other than Sanford H. Orkin is the Majority Orkin Owner, and such Majority Orkin Owner shall, in turn, notify QuikTrip of any future change in the identity of the Majority Orkin Owner.

Notwithstanding anything to the contrary which might be implied by the foregoing, each Orkin Property Owner shall have and may exercise independently any and all of the rights and remedies available under this Agreement in common with the Majority Orkin Owner. If the Majority Orkin Owner shall fail or refuse to exercise its rights or perform its obligations in such capacity under this Agreement as herein set forth, any other Orkin Property Owner may exercise the rights set forth in this Agreement. Each Orkin Property Owner does hereby agree to indemnify, defend and hold harmless the Majority Orkin Owner from and against any and all loss, cost, damage, expense (including without limitation, actual and reasonable attorneys' fees and expenses), claim, action, cause of action or suit of any nature incurred or suffered by the Majority Orkin Owner which results from any act or omission of such Orkin Property Owner, or such Orkin Property Owner's failing or refusing to perform its obligations under this Agreement.

16. Exclusion of Property. The Parties hereby acknowledge that portions of the Orkin Property may be developed in a manner which does not require the benefits of the Orkin Access Easement. Accordingly, the record owner of any portion of the Orkin Property, other than that portion of the Orkin Property located within the QuikTrip Access Easement Area (as the same may be expanded pursuant to the terms of this Agreement), shall have the right, at any time hereafter, to cause to be filed in the appropriate public records of Forsyth County, Georgia, a notice (hereinafter referred to as "Disclaimer Notice") whereby such record owner disclaims any further right, title, interest or obligation in, to or under this Agreement with respect to such portion of the Orkin Property as is specifically described in such Disclaimer Notice. From and after the time and date of the filing of record of the Disclaimer Notice, the portion of the Orkin Property covered thereby shall be removed for all purposes from the definition of the Orkin Property and shall be released and relieved from any duties, obligations, liabilities and responsibilities arising under this Agreement from and after the time and date of the filing of the Disclaimer Notice; provided, however, that in no event shall any such Disclaimer Notice diminish, affect, impede or impair, in any manner whatsoever, the liability of any Orkin Property Owner for any duty, obligation, liability or responsibility arising prior to the time and date of the filing of the Disclaimer Notice.

17. Condemnation of Permanent Easement Areas; Additional Right-of-Way. In the event that any portion of the Permanent Easement Areas shall become subject to condemnation or eminent domain proceedings, or the threat thereof, for the purpose of widening the right-of-way of Georgia Highway 141 (a/k/a Peachtree Parkway) or for the purpose of obtaining easements incidental thereto, then: (i) the Owner of the property affected thereby shall be entitled to all damages, awards and other compensation payable by reason thereof, and neither the other Owner nor any other beneficiary of the easements granted hereby shall have any right, title or interest in or to any such damages, awards or other compensation, or any claim of any kind or nature whatsoever for any damages, awards or other compensation by reason thereof; and (ii) in the event that the Owner of any portion of the Access Easement Areas proposes to convey any portion thereof in lieu of condemnation, all right, title and interest therein of the other Owner and all other

462

beneficiaries of the easements hereby shall terminate and expire immediately upon and contemporaneously with such conveyance.

IN WITNESS WHEREOF, the parties hereto have caused this Reciprocal Easement Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:
My Commission Expires Feb. 14, 2001

(NOTARY SEAL)

QUIKTRIP:

QUIKTRIP CORPORATION, an Oklahoma corporation

By:
Name:
Title:

Attest:
Name:
Title:

[CORPORATE SEAL]

[Signatures Continued on Following Page]

[Signatures Continued from Preceding Page]

ORKIN:

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

(NOTARY SEAL)

My Commission Expires:

Notary Public, Fulton County, Georgia
My Commission Expires Sept. 29, 1998

(SEAL)
SANFORD H. ORKIN, an individual resident of the State of Georgia

(SEAL)
BARBARA H. ORKIN, as Trustee under four separate Agreements, each dated December 27, 1973, for the benefit of the following individuals: (i) Sherri Lynn Orkin n/k/a Sherri O. Soriano, (ii) Lauri Ann Orkin n/k/a Lauri O. Ginsburg, (iii) Michael Brian Orkin, and (iv) Kenneth A. Orkin

464

Exhibit A

LAND DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 487 OF THE 2nd DISTRICT, 1st SECTION OF FORSYTH COUNTY, GEORGIA, CONTAINING 1.989 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF GEORGIA HIGHWAY NO. 141 (100 FOOT RIGHT OF WAY), AKA AS PEACHTREE PARKWAY AND THE LAND LOT LINE COMMON TO LAND LOTS 487 AND 523; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING ALONG SAID LAND LOT LINE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST A DISTANCE OF 431.24 FEET TO AN IRON PIN SET ON SAID LAND LOT LINE; THENCE LEAVING SAID LAND LOT LINE AND RUNNING NORTH 03 DEGREES 10 MINUTES 43 SECONDS EAST A DISTANCE OF 203.17 FEET TO AN AXEL FOUND; THENCE RUNNING SOUTH 89 DEGREES 26 MINUTES 03 SECONDS EAST A DISTANCE OF 431.21 FEET TO AN IRON PIN SET ON THE WESTERLY RIGHT OF WAY OF SAID GEORGIA HIGHWAY NO. 141; THENCE RUNNING ALONG SAID RIGHT OF WAY ALONG A CURVE TO LEFT, HAVING A RADIUS OF 4461.40 FEET, AN ARC DISTANCE OF 199.95 FEET TO AN IRON PIN SET ON THE LAND LOT LINE COMMON TO LAND LOTS 487 AND 523, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 12 MINUTES 57 SECONDS WEST, 199.93 FEET, SAID IRON PIN BEING THE POINT OF BEGINNING.

LESS AND EXCEPT

All that tract or parcel of land lying and being located in Land Lot 487 of the 2nd. District, 1st. Section, Forsyth County, Georgia; being more particularly described as follows:

Beginning at a point which bears North 34 degrees 06 minutes 47 seconds West a distance of 27.50 feet from a crimp top pipe located on the common line of Land Lots 487 and 522, at the point of intersection of said common line with the westerly right-of-way of State Route #141 (100' R/W):

THENCE North 86 degrees 50 minutes 35 seconds West for a distance of 25.00 feet to a point;
THENCE North 03 degrees 09 minutes 25 seconds East for a distance of 10.00 feet to a point;
THENCE South 86 degrees 50 minutes 35 seconds East for a distance of 25.00 feet to a point;
THENCE South 03 degrees 09 minutes 25 seconds West for a distance of 10.00 feet to the point of beginning;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains ~~0.0000~~ 0.0057 acres more or less.

250 Square Feet

EXHIBIT "B"

ALL THAT TRACT OR PARCEL of land lying and being in Land Lots 486, 487, 488, and 523 of the 2nd District, 1st Section, Forsyth County, Georgia, and being more particularly described as follows:

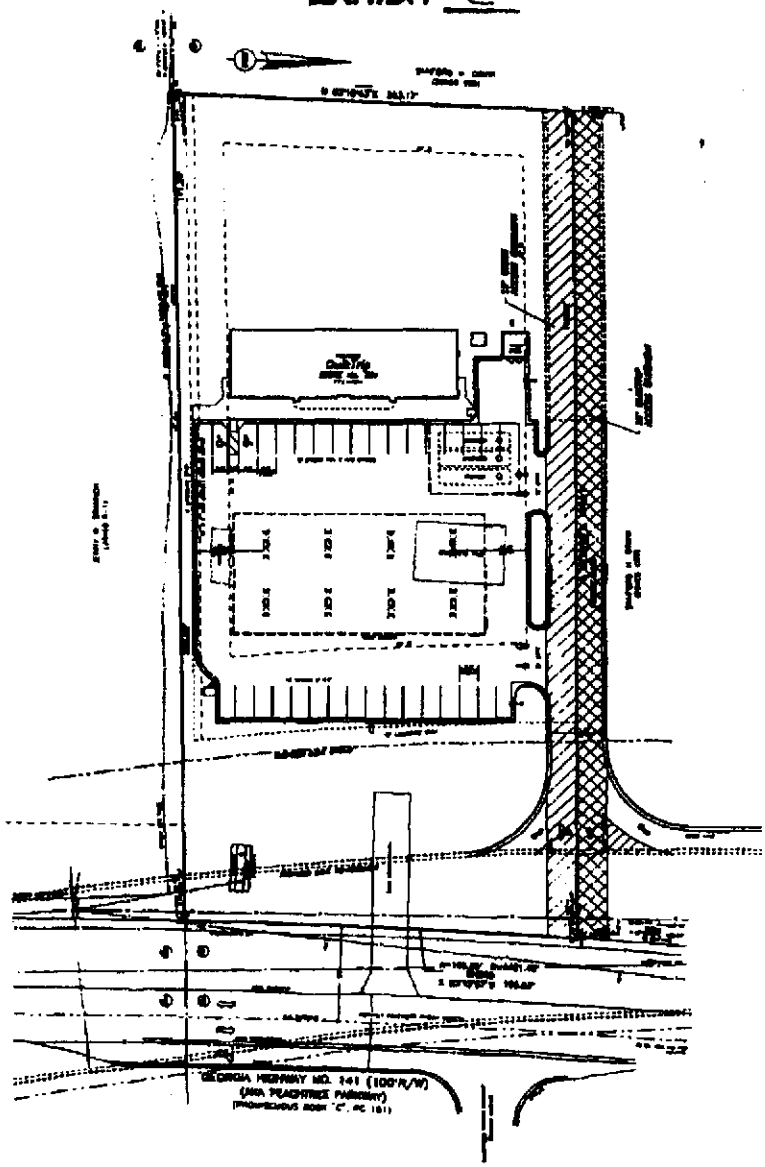
BEGINNING at an iron pin found at a marked tree at the common corner of Land Lots 522, 523, 558, and 559, aforesaid district, section, and county; running thence along the land lot line dividing Land Lots 523 and 558, south 89 degrees 47 minutes 06 seconds west a distance of 1,465.79 feet to an iron pin found at the common corner of Land Lots 523, 524, 557, and 558, aforesaid district, section and county; running thence along the land lot line dividing Land Lots 523 and 524, north 02 degrees 28 minutes 46 seconds west a distance of 1,431.39 feet to the common corner of Land Lots 485, 486, 523, and 524, aforesaid district, section, and county; running thence along the land lot line dividing Land Lots 485 and 486, north 02 degrees 50 minutes 56 seconds east a distance of 85.21 feet to an iron pin found at the intersection of said land lot line with the southeastern right-of-way line of State Route #400 (a/k/a U.S. Hwy. #19); running thence along said right-of-way line of State Route #400 the following courses and distances: north 40 degrees 53 minutes 05 seconds east 116.21 feet to a concrete monument; north 48 degrees 53 minutes 42 seconds east 79.59 feet to an iron pin found; north 49 degrees 41 minutes 40 seconds east 587.80 feet to a concrete monument; north 62 degrees 06 minutes 50 seconds east 219.60 feet to a concrete monument; north 23 degrees 23 minutes 31 seconds east 615.65 feet to a concrete monument; north 76 degrees 47 minutes 02 seconds east 1,054.71 feet to a concrete monument; and south 84 degrees 07 minutes 55 seconds east 484.66 feet to a concrete monument located at the northern corner of the mitered intersection of the southerly right-of-way line of State Route #400 with the western right-of-way line of State Route #141; running thence along said mitered intersection, south 33 degrees 37 minutes east a distance of 89.7 feet to a concrete monument located on the western right-of-way line of State Route #141; running thence along said right-of-way line of State Route #141, south 12 degrees 59 minutes west a distance of 250.8 feet to a concrete monument; running thence easterly along an offset in said right-of-way line, and following the curvature thereof, a distance of 25.0 feet to a concrete monument located on the western right-of-way line of State Route #141; running thence southwesterly along said right-of-way line, and following the curvature thereof, a distance of 238.8 feet to a point; continuing thence along said right-of-way line the following courses and distances: south 08 degrees 54 minutes west 102.3 feet to a point; south 07 degrees 49 minutes west 101.0 feet to a point; south 06 degrees 25 minutes west 101.1 feet to a point; south 04 degrees 45 minutes west 77.2 feet to an iron pin found; and southwesterly, and following the curvature of said right-of-way line, 25.0 feet to an iron pin found; thence leaving the western right-of-way line of State Route #141, and running north 89 degrees 35 minutes west 432.0 feet to an axle found; running thence south 03 degrees 02 minutes west 203.5 feet to an iron pin found on the land lot line dividing Land Lots 487 and 522, aforesaid district, section, and county; running thence along said land lot line, north 89 degrees 59 minutes 18 seconds west 1,039.84 feet to an iron pin found at the common corner of Land Lots 486, 487, 522, and 523, aforesaid district, section, and county; running thence along the land lot line dividing Land Lots 522 and 523, south 02 degrees 26 minutes 28 seconds east a distance of 1,425.54 feet to the iron pin

EXHIBIT "B" - Continued

found at the POINT OF BEGINNING; according to "Compiled Plat for Sanford H. Orkin," dated July 11, 1991, prepared by Bates-Long & Associates, under the seal of Fred Wilson Long, Georgia Registered Land Surveyor No. 1685.

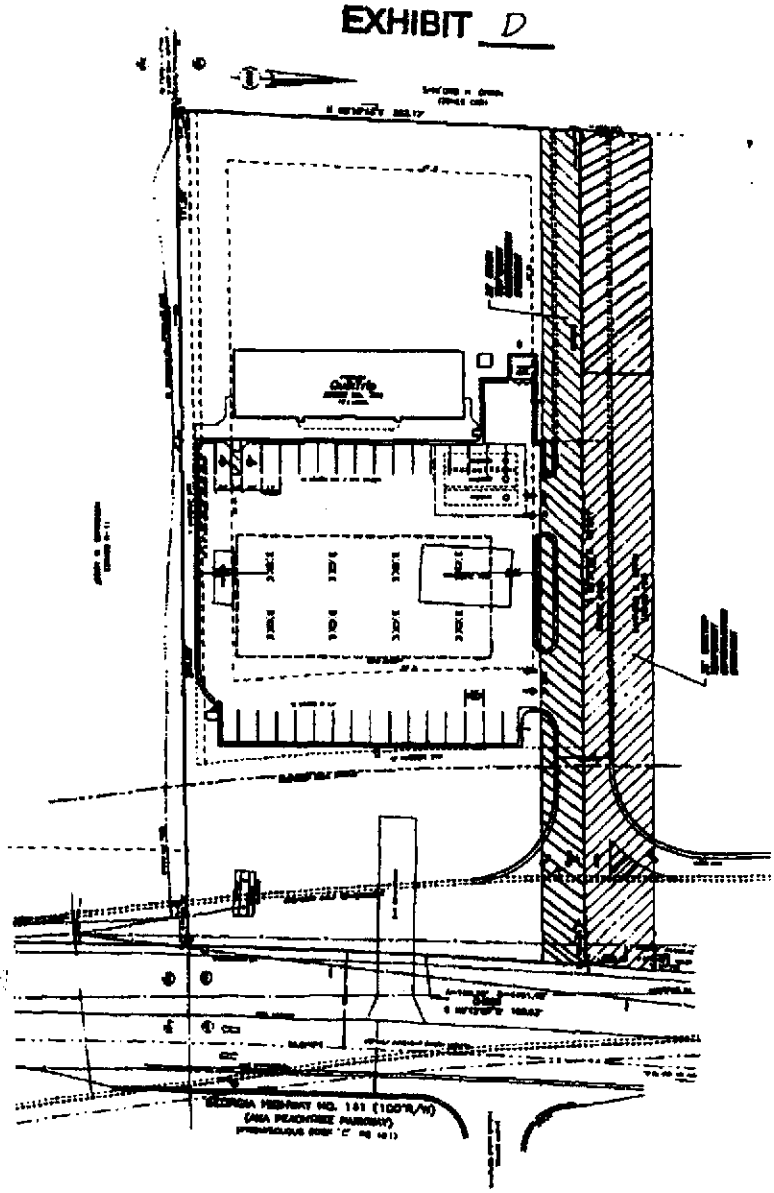
INGRESS / EGRESS EASEMENT EXHIBIT

EXHIBIT C



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

EXHIBIT *D*



Doc ID: 004481620006 Type: GLR
Filed: 01/18/2007 at 10:46:00 AM
Fee Amt: $20.00 Page 1 of 6
Forsyth County, GA
Douglas Borrelle Clerk Superior Ct
BK 4603 PG 736-741

RET

RETURN TO:
Isabel M. Garcia, Esq.
Piedmont Title Insurance Agency, Inc.
150 East Ponce de Leon Avenue, Suite 330
Decatur, GA 30030

Cross Reference:
Deed Book 1309, Page 451,
Forsyth County, Georgia Records

TERMINATION OF RECIPROCAL EASEMENT AGREEMENT

THIS TERMINATION OF RECIPROCAL EASEMENT AGREEMENT (the "Termination") is made this 17th day of January, 2007, by AVENUE FORSYTH LLC, a Georgia limited liability company ("AF LLC").

WITNESSETH:

WHEREAS, Sanford H. Orkin, individually, and Barbara H. Orkin, as Trustee under the following agreements: (i) Agreement dated December 27, 1973 for the benefit of Sherri Lynn Orkin n/k/a Sherri O. Soriano, (ii) Agreement dated December 27, 1973 for the benefit of Laurie Ann Orkin n/k/a Laurie O. Ginsburg, (iii) Agreement dated December 27, 1973 for the benefit of Michael Brian Orkin, and (iv) Agreement dated December 27, 1973 for the benefit of Kenneth A. Orkin (the "Life Trusts"; collectively the "Orkins") and Quiktrip Corporation ("Quiktrip") executed and recorded that certain Reciprocal Easement Agreement (the "Agreement"), dated June 24, 1998, recorded in Deed Book 1309, Page 451, Forsyth County, Georgia Records encumbering certain property located in Forsyth County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Property"); and

WHEREAS, the Declaration imposes certain reciprocal easements for the benefit of the Property; and

WHEREAS, on or before the date hereof, AF LLC purchased the Property and accordingly possesses the right to terminate the Agreement as more particularly set forth below;

NOW THEREFORE, for and in consideration of the premises, and for Ten Dollars ($10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, AF LLC hereby terminates the Agreement as of the date hereof.

IN WITNESS WHEREOF, AF LLC has signed and sealed this Termination the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Notary Public

My Commission Expires:

10-27-2009
(NOTARY SEAL)

Kelli L Tracy
Notary Public
Cobb County, Georgia

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: Cousins Properties Incorporated, a Georgia corporation, its sole member

By:
Name: William T Bassett
Title: Sr. VP

(CORPORATE SEAL)



Exhibit "A"

Legal Description

All that tract or parcel of land lying and being in Land Lots 486, 487, 488 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the point of intersection of the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way) and the south line of said Land Lot 487 (being the north line of Land Lot 522); run thence, along said south line of Land Lot 487 (being the north line of Land Lot 522) and the north line of the property now or formerly owned by Jerry W. & Joan S. Brannon, North 89 degrees 51 minutes 07 seconds West a distance of 362.93 feet to the POINT OF BEGINNING and from the POINT OF BEGINNING as thus established running thence the following courses and distances:

1. Running thence North 89 degrees 51 minutes 07 seconds West, a distance of 1,039.17 feet to a ½ inch crimp top pipe found with a 1 inch open top pipe witness post at the corner common to Land Lots 486, 487, 522 and 523 of said District, Section and County;

2. Running thence along the east line of said Land Lot 523 (being the west line of Land Lot 522) and the westerly line of property now or formerly owned by Jerry W. & Joan S. Brannon South 02 degrees 18 minutes 41 seconds East, a distance of 697.38 feet to a point on the northerly right-of-way line of Forsyth Connector (also known as Ronald Reagan Parkway) (a variable width right-of-way);

3. Running thence with said northerly right-of-way line of Forsyth Connector the following courses and distances:

    a. South 88 degrees 13 minutes 23 seconds West, a distance of 510.47 feet to a point;

    b. Along the northeasterly and northerly line of said right-of-way and along the arc of a curve having a chord bearing South 55 degrees 54 minutes 25 seconds West for 1,122.64 feet and having a radius of 1,050.00 feet, an arc distance of 1,184.45 to a point of intersection of said right-of-way and the west line of said Land Lot 523 (being the east line of Land Lot 524), said District, Section and County;

4. Thence, leaving said northerly right-of-way line of Forsyth Connector and running along said west line of Land Lot 523 (being the east line of Land Lot 524) and an east line of property now or formerly owned by the State of Georgia North 02 degrees 21 minutes 36 seconds West, a distance of 1,346.69 feet to a ½ inch rebar found at the corner common to Land Lots 485, 486, 523 and 524 of said District, Section and County;

5. Running thence along the west line of said Land Lot 486 (being the east line of Land Lot 485) and an east line of property now or formerly owned by the State of Georgia North 02 degrees 58 minutes 57 seconds East, a distance of 85.25 feet to a point of intersection with the southerly right-of-way line of Georgia State Highway 400 (a variable width right-of-way);

6. Running thence along said southerly right-of-way line of Georgia State Highway 400 the following courses and distances:

   a. North 41 degrees 25 minutes 04 seconds East, a distance of 116.24 feet to a point;

   b. North 49 degrees 38 minutes 22 seconds East, a distance of 667.27 feet to a point;

   c. North 62 degrees 03 minutes 32 seconds East, a distance of 382.84 feet to a point;

   d. North 73 degrees 20 minutes 13 seconds East, a distance of 615.65 feet to a concrete monument found;

   e. North 76 degrees 43 minutes 36 seconds East, a distance of 1,054.76 feet to a point;

   f. South 84 degrees 11 minutes 20 seconds East, a distance of 484.66 feet to a point;

   g. South 33 degrees 25 minutes 42 seconds East, a distance of 89.60 feet to a point of intersection with said westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way);

7. Thence running along said westerly right-of-way line of Georgia State Route 141 the following courses and distances:

   a. South 13 degrees 21 minutes 19 seconds West, a distance of 122.30 feet to a point;

   b. South 17 degrees 45 minutes 27 seconds West, a distance of 398.05 feet to a point;

   c. Along the arc of a curve having a chord bearing South 09 degrees 39 minutes 12 seconds West for 393.14 feet and having a radius of 1,394.35 feet, an arc distance of 394.45 feet to a ½ inch rebar found;

8. Thence, leaving said westerly right-of-way line of Georgia State Route 141 and running along the property now or formerly owned by Forum Shops Cumming, LLC the following courses and distances:

a. Along the north line of said property North 89 degrees 25 minutes 20 seconds West, a distance of 342.64 feet to a nail found at an axle bent;

b. Along the west line of said property South 03 degrees 11 minutes 29 seconds West, a distance of 203.09 feet to the POINT OF BEGINNING.

Said property containing 3,699,324 square feet or 84.9248 acres of land, more or less as shown on that certain ALTA/ACSM Land Title Survey prepared for Cousins Properties Incorporated, prepared by TerraMark Professional Land Surveying, certified by Paul B. Cannon, G.R.L.S. Number 2928, dated February 14, 2006, last revised January 11, 2007.

TOGETHER WITH:

All that tract or parcel of land lying and being in Land Lot 487, 2nd District, 1st Section of Forsyth
County, Georgia and being more particularly described as follows:

BEGINNING at the intersection formed by the westerly right-of-way line of Georgia State Route 141 (also known as Peachtree Parkway) (a variable width right-of-way) and the south line of Land Lot 487 (being the north line of Land Lot 522) and running thence the following courses and distances:

1. Running thence along the south line of Land Lot 487 (being the north line of Land Lot 522) North 89 degrees 51 minutes 07 seconds West a distance of 362.93 feet to a point;

2. Thence leaving said south line of Land Lot 487 (being the north line of Land Lot 522) and running along a east line of property now or formerly owned by Sanford H. Orkin North 03 degrees 11 minutes 29 seconds East a distance of 203.09 feet to a nail found at an axle bent;

3. Thence leaving said east line of property now or formerly owned by Sanford H. Orkin and running along a south line of property now or formerly owned by Sanford H. Orkin South 89 degrees 25 minutes 20 seconds East a distance of 342.64 feet to a 1/2 inch rebar found on said westerly right-of-way line of Georgia State Route 141;

4. Thence leaving said south line of property now or formerly owned by Sanford H. Orkin running southeasterly and easterly along the westerly line of said right-of-way line of Georgia State Route 141 and along the arc of a curve having a chord bearing South 02 degrees 34 minutes 23 seconds East a distance of 200.46 feet and having a radius of 1,394.35 feet, an arc distance of 200.63 feet to a point being the POINT OF BEGINNING.

Said property containing 70,609 square feet or 1.6210 acres of land, more or less as shown on that certain ALTA/ACSM Land Title Survey prepared for Cousins Properties Incorporated, prepared by TerraMark Professional Land Surveying, certified by Paul B. Cannon, G.R.L.S. Number 2928, dated February 14, 2006, last revised January 11, 2007.

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RETURN TO:
MICHAEL L. SCHAAF
1841 PIEDMONT RD.
SUITE 202
MARIETTA, GA 30066

STATE OF GEORGIA

COUNTY OF FORSYTH

Forsyth County Georgia
Clerks Office Superior Court
Filed for record on the 20
day of Jan 1998
at 950 o'clock A.M. Recorded in
Book 1221 Page 364-373
day of 2-2, 1998
Douglas Sorrells Clerk, By

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), is made and entered into this ____ day of January, 1998, by and between **CLARKE RAWSON**, an individual resident of the State of Georgia ("Rawson") and **QUIKTRIP CORPORATION**, an Oklahoma corporation ("QuikTrip").

WITNESSETH:

WHEREAS, Rawson is the owner of that certain tract of land described in Exhibit "A" attached hereto and incorporated herein by this reference, said property being located within the boundaries, and near the southeast corner, of the QuikTrip property, as hereinafter defined (the "Rawson Property"); and

WHEREAS, by virtue of a conveyance from Rawson by limited warranty deed of even date herewith, QuikTrip is the owner of that certain tract of land described in Exhibit "B" attached hereto and incorporated herein by this reference (the "QuikTrip Property"); and

WHEREAS, QuikTrip intends to grant to Rawson, for the benefit of the Rawson Property, a temporary easement for the purpose of ingress and egress to and from Georgia Highway 141 (a/k/a Peachtree Parkway) and the Rawson Property, until such time as the Rawson Property is conveyed to the Georgia Department of Transportation ("GDOT") to facilitate the relocation/widening of Georgia Highway 141 (a/k/a Peachtree Parkway), all on the terms and conditions provided herein. A true and correct copy of a reduction of certain plans showing the area of access is attached hereto as Exhibit "C", which is incorporated herein by this reference; and

WHEREAS, the continued use and maintenance of the access easement granted herein will be beneficial to the Rawson Property and the QuikTrip Property (each such property hereinafter sometimes called a "Parcel").

NOW, THEREFORE, in consideration of the foregoing premises, the grants, reservations, easements and agreements herein made, and in consideration of Ten and No/100 Dollars ($10.00) in hand paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto (each such party hereinafter called "Owner") intending to be legally bound do hereby agree as follows:

1. Grant of Easement by QuikTrip for the benefit of Rawson and the Rawson Property. QuikTrip hereby grants, bargains, sells and conveys to Rawson the following easement for the benefit of Rawson, the Rawson Property, Rawson's invitees, customers, employees and agents, and to the extent title to the Rawson Property is leased, transferred or assigned by Rawson, to its successors and assigns:

1.1 Access Easement. A temporary, non-exclusive and unobstructed twenty foot (20') access, ingress and egress easement (the "Rawson Access Easement") over, across, upon and through those portions of the QuikTrip Property to the east of the Rawson Property shown cross-hatched and labeled as the "20' Sign Access Easement" on Exhibit "C" (the "Rawson Access Easement Area"), for the purpose of vehicular and pedestrian access, ingress and egress to and from the Rawson Property and Georgia Highway 141 (a/k/a Peachtree Parkway) for the purpose of repairing, replacing and maintaining a certain sign (the "Sign") located on the Rawson Property. This easement shall expire and terminate upon the earlier to occur of (i) the date the Rawson Property is conveyed to GDOT (as evidenced by the recording of a deed for the Rawson Property in favor of GDOT) to facilitate the relocation/widening of Georgia Highway 141 (a/k/a Peachtree Parkway), and (ii) the date QuikTrip obtains a building permit from Forsyth County, or other applicable governmental entity, authorizing QuikTrip to construct a retail convenience grocery store with a self service motor fuel dispensing facility on the QuikTrip Property. In the event that QuikTrip obtains said building permit prior to the date that is two (2) years from the date hereof, the Rawson Access Easement shall expire and terminate at the end of said two (2) year period.

2. Costs and Expenses for Construction and Maintenance of Easement Areas.

2.1 Initial Construction of Easements. All construction contemplated in this Agreement with respect to any amenities within the Rawson Access Easement shall be undertaken and completed by Rawson, at Rawson's sole cost and expense, and shall be subject to QuikTrip's prior approval, such approval not to be unreasonably withheld or delayed.

2.2 Responsibility for Costs and Expenses of Maintenance After Completion of Initial Construction. Rawson agrees to maintain in good condition and working order all of the facilities located within the Rawson Access Easement or on the Rawson Property, at Rawson's sole cost and expense. Upon the termination of the Rawson Access Easement, Rawson shall, at Rawson's sole cost and

expense, remove all improvements located on the Rawson Property and within the Rawson Access Easement Area, including, without limitation, the Sign.

2.3 Other Construction Obligations. Any work performed pursuant to this Agreement shall be performed, and all easements created by this Agreement (unless otherwise specifically provided herein) shall be maintained (a) in a good, diligent and workmanlike manner, and (b) in compliance with all applicable laws, rules, regulations and ordinances. Any damage occasioned by work performed pursuant to this Agreement shall be repaired and restored with due diligence at the sole cost and expense of Rawson. Rawson shall promptly pay for all work done on its behalf or at its direction (unless a bona fide dispute exists concerning payment) and cause to be discharged any lien affecting the QuikTrip Property arising from or relating to such work. No work done by an Owner on another Owner's Parcel shall give such Owner (or anyone doing work on behalf of such Owner) any lien claims or rights in and to the other Owner's Parcel.

3. Legal Descriptions. QuikTrip and Rawson agree that either party may, at its sole cost and expense, have prepared by a Georgia registered surveyor a survey showing the legally sufficient metes and bounds description of any of the easement areas described herein, for the purpose of supplementing the diagrams attached to this Agreement. To the extent such legal descriptions are inconsistent with the diagrams attached to this Agreement, the legal descriptions shall control. Upon the completion of such legal descriptions, the party hiring the surveyor shall deliver two (2) copies of such survey and descriptions to the other party for review and approval, which approval shall not be unreasonably withheld or delayed.

4. Indemnity. Rawson hereby agrees to indemnify and hold harmless QuikTrip from any loss, cost, damage or expense suffered by QuikTrip (including, without limitation, court costs and attorneys' fees) arising from, out of or in any manner connected with the acts or omissions of Rawson in exercising the rights and obligations granted and set forth herein.

5. Time of the Essence. Time is of the essence of this Agreement.

6. Ownership. Rawson covenants and warrants that it is the owner in fee simple of the Rawson Property. QuikTrip covenants and warrants that, to the extent that Rawson has conveyed its rights, title and interest in the QuikTrip Property to QuikTrip as of the date hereof, QuikTrip is the fee simple owner of the QuikTrip Property and has a good and lawful right to convey these easements to Rawson. Each party and its successors and assigns hereby warrants and shall defend the right and title to the above-described easements unto the other party hereto, its successors and assigns against the

lawful claims of all persons claiming by, through or under Rawson or QuikTrip as the case may be.

7. Amendment. QuikTrip and Rawson hereby agree that only upon the written consent of the then Owners of the Parcels and any other parties in interest may this Agreement be amended or any of the easement areas be relocated, changed, altered, diminished or expanded.

8. Waiver. Each and every covenant and agreement contained herein shall be for any and all purposes hereof construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by any party to exercise its rights accruing upon any noncompliance or failure of performance by any party shall impair any such right or be construed to be a waiver thereof. A waiver by any party hereto of any of the covenants, conditions or agreements to be performed by any other party shall not be construed to be a waiver of any succeeding breach or of any other covenants, conditions or agreements contained herein.

9. Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any then applicable law and shall be limited to the extent necessary to render the real covenants herein valid and enforceable. If any term, provision, covenant or agreement contained herein or the application thereof to any person, entity or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remaining terms, provisions, covenants or agreements or the application of such term, provision, covenant or agreement to persons, entities or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

10. Binding Effect; Appurtenance. This Agreement shall be binding upon and inure to the benefit of Rawson and QuikTrip and their respective successors and assigns. Notwithstanding the foregoing, each Owner shall be responsible for the obligations, indemnities, duties and responsibilities set forth in this Agreement only for the period of time during which such Owner holds fee simple title to a Parcel, or portion thereof. Upon conveyance of a Parcel or a portion thereof, the Owner making such conveyance shall be relieved from the obligations, duties, indemnities and responsibilities hereunder arising from and after the date of such conveyance as to such Parcel, or portion thereof conveyed, and the successor Owner shall become obligated hereunder for all matters arising from and after the date of conveyance. The rights, privileges and easements granted and conveyed hereunder shall exist for the benefit of the Rawson Property and be a burden upon the QuikTrip Property and shall run with title to, and be appurtenant to the Rawson Property.

11. Notices. Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon the earlier of personal delivery (including professional overnight courier service) or three (3) days after the same shall have been deposited in the United States Mail by certified or registered

mail, return receipt requested, postage prepaid. Such notice, request or other communication shall be addressed to the Owner at the address set forth under the signature of such Owner to this Agreement, however, an Owner may change its address for notices by giving notice to the other Owners in the manner provided in this Section.

12. Remedies. In the event any Owner fails to perform the maintenance, repair or other work required by this Agreement or fails to perform the work in accordance with the requirements of this Agreement or otherwise breaches the terms of this Agreement, the non-defaulting Owner(s) may notify the defaulting Owner and shall specify the deficiencies in the work or the breach. If such deficiencies are not corrected, or the breach not cured, within thirty (30) days after receipt of such notice, then the non-defaulting Owner(s) shall have the right to correct such deficiencies or perform the work (even if such work must be undertaken on the defaulting Owner's Parcel) or cure the breach, and recover all costs and expenses related thereto from the defaulting Owner. Notwithstanding the foregoing, in the event that the failure to perform the work, or failure to perform the work in the manner required in this Agreement or the breach of this Agreement, creates an imminent danger of damage to persons or properties, or jeopardizes the continuance of business operations on any Parcel, no notice shall be required prior to the non-defaulting Owner(s) commencing such work or commencing a cure. Any amounts due and payable to an Owner pursuant to this Agreement shall be paid within ten (10) days from the date the other Owner is notified of the amounts due. The failure to pay any amounts due pursuant to this Agreement shall not entitle any Owner to file a lien or claim of lien against the Parcel owned by the delinquent Owner.

13. Covenants Run With the Land. All the terms and provisions hereof are and shall be deemed to run with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each Owner, the holders or owners of any mortgage, indenture, deed of trust or deed to secure debt encumbering any of such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:
Notary Public, Forsyth County, Georgia
My Commission Expires Oct. 7, 2000

(NOTARY SEAL)

RAWSON:

(SEAL)
CLARKE RAWSON, an individual
resident of the State of Georgia

Address: Clarke Rawson
6900 Castleberry Road
Cuming, Georgia 30040

370

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:
Shana D. Sanders
Notary Public, Gwinnett County, Georgia
My Commission Expires Jan. 12, 2001

(NOTARY SEAL)

QUIKTRIP CORPORATION,
an Oklahoma corporation

By: _____
Alvin Howerton
Executive Vice President

Attest: _____
Name: Kandy M. Kraus
Title: Assistant Secretary

[CORPORATE SEAL]

Address: QuikTrip Corporation

P. O. Box 3475
Tulsa, Oklahoma 74101

or

901 N. Mingo
Tulsa, Oklahoma 74116
Attn: Executive Vice President

EXHIBIT A

LEGAL DESCRIPTION

All that tract or parcel of land lying and being located in Land Lot 487 of the 2nd. District, 1st. Section, Forsyth County, Georgia; being more particularly described as follows:

Beginning at a point which bears North 34 degrees 06 minutes 47 seconds West a distance of 27.50 feet from a crimp top pipe located on the common line of Land Lots 487 and 522, at the point of intersection of said common line with the westerly right-of-way of State Route #141 (100' R/W);

THENCE North 88 degrees 50 minutes 35 seconds West for a distance of 25.00 feet to a point;
THENCE North 03 degrees 09 minutes 25 seconds East for a distance of 10.00 feet to a point;
THENCE South 86 degrees 50 minutes 35 seconds East for a distance of 25.00 feet to a point;
THENCE South 03 degrees 09 minutes 25 seconds West for a distance of 10.00 feet to the point of beginning;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains ~~0.006~~ 0.0057 acres more or less.

250 Square Feet

372

Exhibit B

LAND DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 487 OF THE 2nd DISTRICT, 1st SECTION OF FORSYTH COUNTY, GEORGIA, CONTAINING 1.989 ACRES AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY OF GEORGIA HIGHWAY NO. 141 (100 FOOT RIGHT OF WAY), AKA AS PEACHTREE PARKWAY AND THE LAND LOT LINE COMMON TO LAND LOTS 487 AND 522; THENCE LEAVING SAID RIGHT OF WAY AND RUNNING ALONG SAID LAND LOT LINE NORTH 89 DEGREES 51 MINUTES 53 SECONDS WEST A DISTANCE OF 431.24 FEET TO AN IRON PIN SET ON SAID LAND LOT LINE; THENCE LEAVING SAID LAND LOT LINE AND RUNNING NORTH 03 DEGREES 10 MINUTES 43 SECONDS EAST A DISTANCE OF 203.17 FEET TO AN AXEL FOUND; THENCE RUNNING SOUTH 89 DEGREES 26 MINUTES 03 SECONDS EAST A DISTANCE OF 431.21 FEET TO AN IRON PIN SET ON THE WESTERLY RIGHT OF WAY OF SAID GEORGIA HIGHWAY NO. 141; THENCE RUNNING ALONG SAID RIGHT OF WAY ALONG A CURVE TO LEFT, HAVING A RADIUS OF 4461.40 FEET, AN ARC DISTANCE OF 199.95 FEET TO AN IRON PIN SET ON THE LAND LOT LINE COMMON TO LAND LOTS 487 AND 522, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES 12 MINUTES 57 SECONDS WEST, 199.93 FEET, SAID IRON PIN BEING THE POINT OF BEGINNING.

LESS AND EXCEPT

All that tract or parcel of land lying and being located in Land Lot 487 of the 2nd. District, 1st. Section, Forsyth County, Georgia; being more particularly described as follows:

Beginning at a point which bears North 34 degrees 05 minutes 47 seconds West a distance of 27.50 feet from a crimp top pipe located on the common line of Land Lots 487 and 522, at the point of intersection of said common line with the westerly right-of-way of State Route #141 (100' R/W);

THENCE North 86 degrees 50 minutes 35 seconds West for a distance of 25.00 feet to a point;
THENCE North 03 degrees 09 minutes 25 seconds East for a distance of 10.00 feet to a point;
THENCE South 86 degrees 50 minutes 35 seconds East for a distance of 25.00 feet to a point;
THENCE South 03 degrees 09 minutes 25 seconds West for a distance of 10.00 feet to the point of beginning;

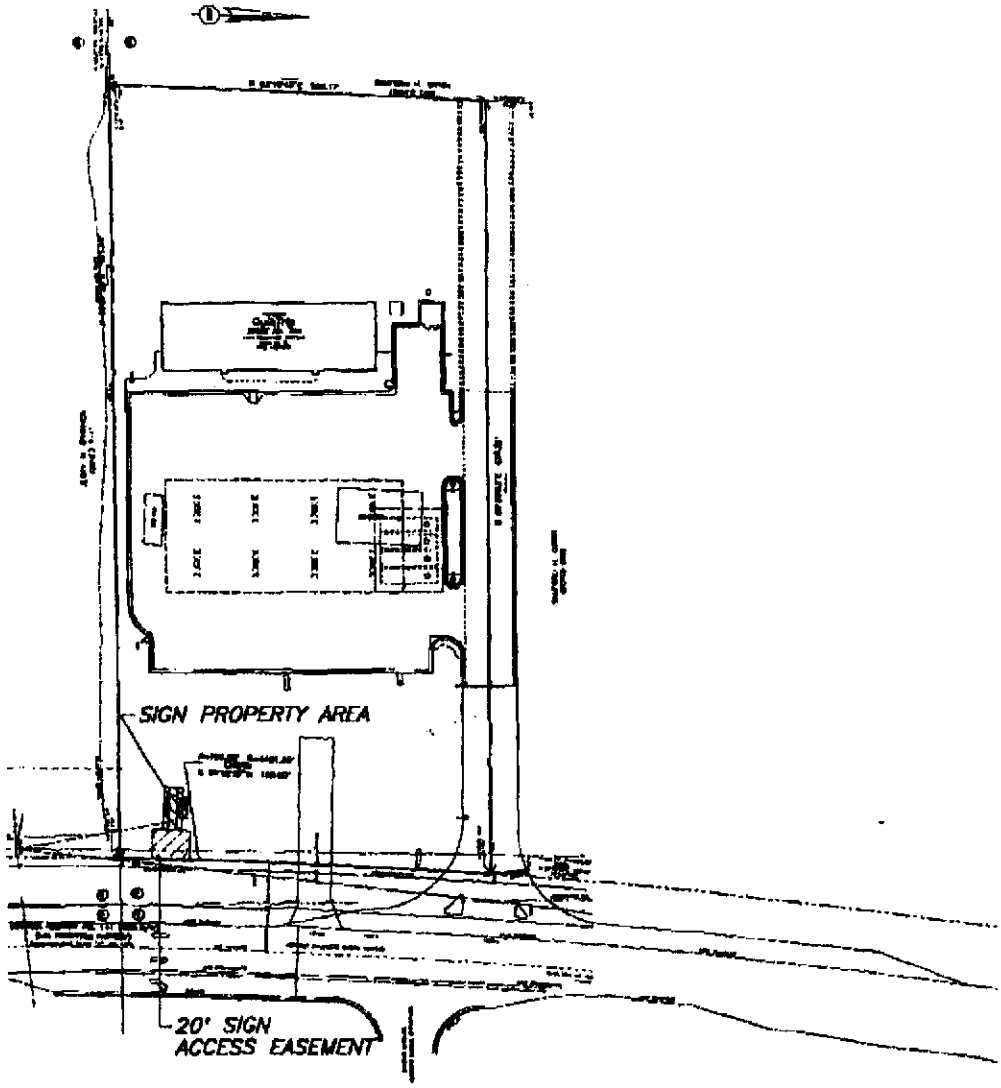
Together with and subject to covenants, easements, and restrictions of record.

Said property contains ~~0.006~~ 0.0057 acres more or less.

250 Square Feet

Exhibit C

SIGN EASEMENT EXHIBIT



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Upon recording return to:
Lory Browning
Georgia Transmission Corporation
P.O. Box 2088
Tucker, GA 30085-2088

Highway 141 – Brookwood 115kV Transmission Line
Parcel No.(s) 5

FORSYTH COUNTY, GA - DOCUMENT STAMP
Recorded 02/16/2001 at 13:58:13
No. 2001-00002814 1 of 3 Pgs
Fee Amt: 14.00
Transfer Tax: .00

Douglas Sorrells
Douglas Sorrells, SUPERIOR COURT CLERK

Book 1846 Page 311

POLE LINE EASEMENT

STATE OF GEORGIA

COUNTY OF Forsyth

FOR AND IN CONSIDERATION of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid by Georgia Transmission Corporation (An Electric Membership Corporation), a Georgia Corporation, and Sawnee Electric Membership Corporation, a Georgia Corporation (hereinafter collectively called "Cooperative"), the receipt and sufficiency of which is hereby acknowledged, the undersigned, ROGER L. BRANNON, for its successors and assigns, do(es) hereby grant and convey to Georgia Transmission, its successors and assigns, the right to from time-to-time construct, operate, maintain and renew overhead and underground electric transmission, distribution and communication lines with necessary or convenient structures, frames, poles, wires, manholes, anchors, guy wires, conduits, fixtures and appliances, protective wires and devices in connection therewith upon or under a strip of land more fully located and described below; together with all rights and privileges necessary or convenient for the full enjoyment or use of said strip for the purpose above described; with the right to permit the attachment of the wires and appliances of any other company or person, to said structures, frames and poles together with the right at all times to enter upon said premises for the purpose of inspecting said lines, making repairs, renewals, alterations and extensions thereon, thereto or therefrom; together with the right to cut away and keep clear of said lines all trees and other obstructions that may now or hereafter in any way interfere or be likely to interfere with the proper operation of said lines. Grantee shall have the right to remove and dispose of danger trees on lands adjacent thereto, which now or may hereafter injure or endanger any of the works on said strip provided that on future cutting of such danger trees Cooperative shall pay to the undersigned, or to the undersigned's(s') successors or assigns, the fair market value of the merchantable timber so cut, timber so cut to become the property of Cooperative. However, it is agreed that part of the within named consideration is full payment for all timber cut or to be cut in the initial clearing and construction of said transmission line; timber so cut to become the property of Cooperative.

The undersigned do(es) not convey any land, but merely grants the rights, privileges and easements to go in, upon, along and across that strip of land owned by the undersigned.

Said strip is that portion of undersigned's(s') property located in Land Lot 521, 2nd District, 1st Section of Forsyth County, Georgia, which is illustrated on the attached plat of survey entitled "Highway 141 – Brookwood 115kV Transmission Line/Parcel No. 5 - Easement Area Plat", dated May 11, 2000, which was prepared by Albert M. Wynn, Jr., Georgia Registered Land Surveyor No. 2178. As verified by said plat, the amount of land embraced by this easement shall be 0.256 acre(s).

Cooperative shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

The undersigned warrant(s) its title to and ownership of the tract or parcel hereby affected, with the understanding that Cooperative is relying on said warranty in obtaining this easement.

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Book 1846 Page 312

Pole Line Easement
Page 2 of 2

TO HAVE AND TO HOLD forever, unto Cooperative, its successors and assigns, the rights, powers, and interests herein granted, which shall be a covenant running with the title to the lands above described.

IN WITNESS WHEREOF, the said undersigned has(have) hereunto set its hand(s) and seal(s), this 22nd day of January, 2000.

Signed, sealed and delivered
in the presence of:

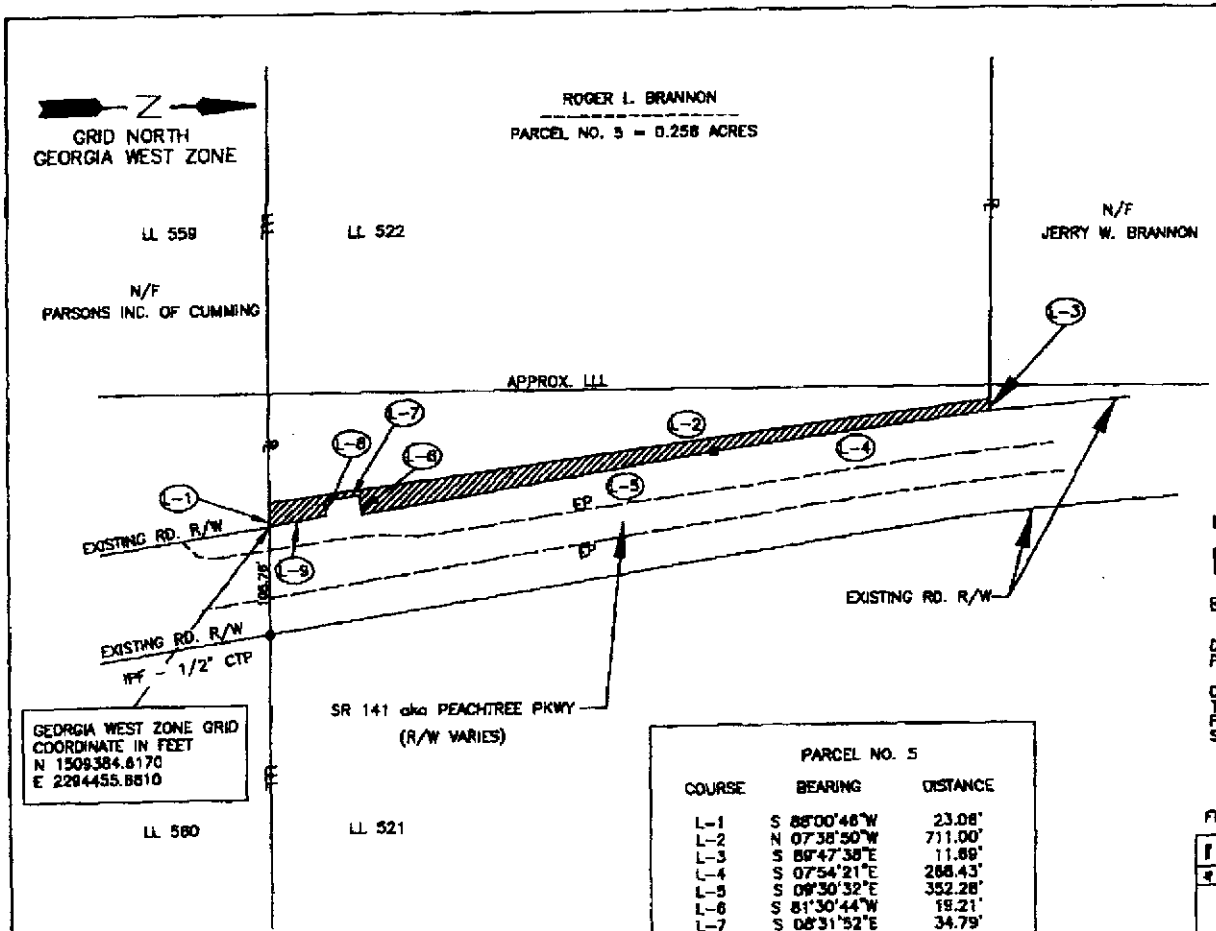
Dena L. Brannon
WITNESS:

Roger L Brannon (SEAL)
ROGER L. BRANNON

Jimmy C. Morrison
NOTARY PUBLIC:

(SEAL)

JIMMY C. MORRISON NOTARY PUBLIC GEORGIA FULTON COUNTY



PARCEL NO. 5		
COURSE	BEARING	DISTANCE
L-1	S 88°00'46"W	23.08'
L-2	N 07°38'50"W	711.00'
L-3	S 89°47'38"E	11.69'
L-4	S 07°54'21"E	288.43'
L-5	S 09°30'32"E	352.28'
L-6	S 81°30'44"W	19.21'
L-7	S 08°31'52"E	34.79'
L-8	N 81°25'38"E	14.52'
L-9	S 10°33'42"E	56.39'

LAND LOT 521, 2ND DISTRICT, 1ST SECTION, FORSYTH COUNTY, GEORGIA

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING ~ RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 243,918± FEET.

GEORGIA REGISTERED No. 2178 LAND SURVEYOR ALBERT M. WYNN, JR.

ALBERT M. WYNN, JR.
GA. REG. LAND SURVEYOR NO. 2178
TOPCON GTS 4B USED

LEGEND

PROPOSED EASEMENT AREA

REFERENCES

D.B. 948, PG. 71
P.B. 45, PG. 253

DEPARTMENT OF TRANSPORTATION
PROJECT:
STP-104-1(38)

FIELD SURVEY 03-09-2000

HIGHWAY 141 – BROOKWOOD
115kV TRANSMISSION LINE

GeorgiaTransmission
Owned by Georgia Electric Cooperatives

PARCEL NO. 5 – EASEMENT AREA PLAT

Drawn	D.VAUGHN	Approved	Scale 1"=100'
Checked	D.VAUGHN	Approved	9285-EP
Checked		Approved	
Project	P75080	Date 5/11/2000	Sheet 1

CAD DRAWING – DO NOT REVISE MANUALLY

Doc ID: 000994990003 Type: GLR
Filed: 05/12/2004 at 03:48:29 PM
Fee Amt: $0.00 Page 1 of 3
Transfer Tax: $0.00
Forsyth, GA
Douglas Borrells Clerk Superior Ct
BK 3336 PG 233-235

STATE OF GEORGIA }

COUNTY OF FORSYTH }

Ret

Return: Forsyth County Engineering Department
110 East Main Street
Cumming, Ga. 30040

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 4th day of May, 2004, between **ROGER LEE BRANNON** (hereinafter referred to as "GRANTOR"), and **FORSYTH COUNTY**, a political subdivision of the State of Georgia, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires).

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grant unto the Grantee an easement over, under, upon, and across the following described property:

TO-WIT 59,565.00 square feet of Temporary Construction Easement located in Land Lot(s) 521,522 of the 2nd District, 1st Section, and being identified as Parcel # 07 as more fully shown on the plans entitled "Department Of Public Works, Forsyth County Georgia, Right-of-Way plans for the Forsyth Connector, Project No. PEN04" as prepared by Moreland Altobelli Associates, Inc. Said plans are incorporated herein by reference for a more complete description thereof. See Exhibit "A" attached.

NOTE: Temporary Construction Easement to expire upon completion and acceptance of project.

THE PURPOSE of this easement is to allow Grantee, or its agents, to construct slopes, fills, and embankments as necessary, in order to support improvements on roadway, and to facilitate construction of a road and all appurtenances on the adjacent right of way acquired from grantor this date; as per Exhibit A, attached

IN WITNESS WHEREOF the Grantor has signed and sealed this easement the day and year above written.

Signed, sealed and delivered this

4th day of May, 2004, in

the presence of:

[signature] by Campbell

[signature] Bell

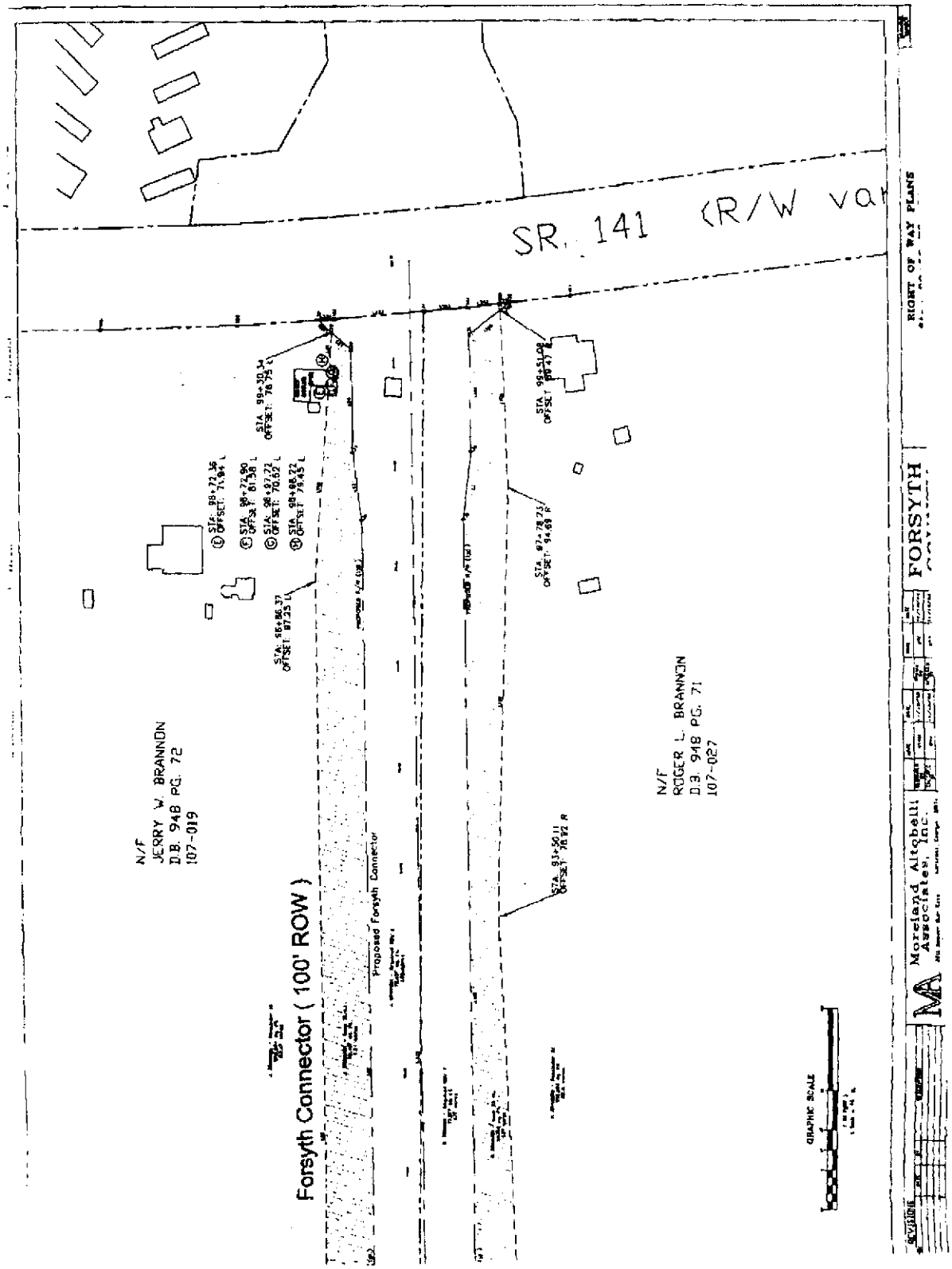
Notary Public, Cherokee County, Georgia
My Commission Expires November 8, 2004

GRANTOR(s):
ROGER LEE BRANNON

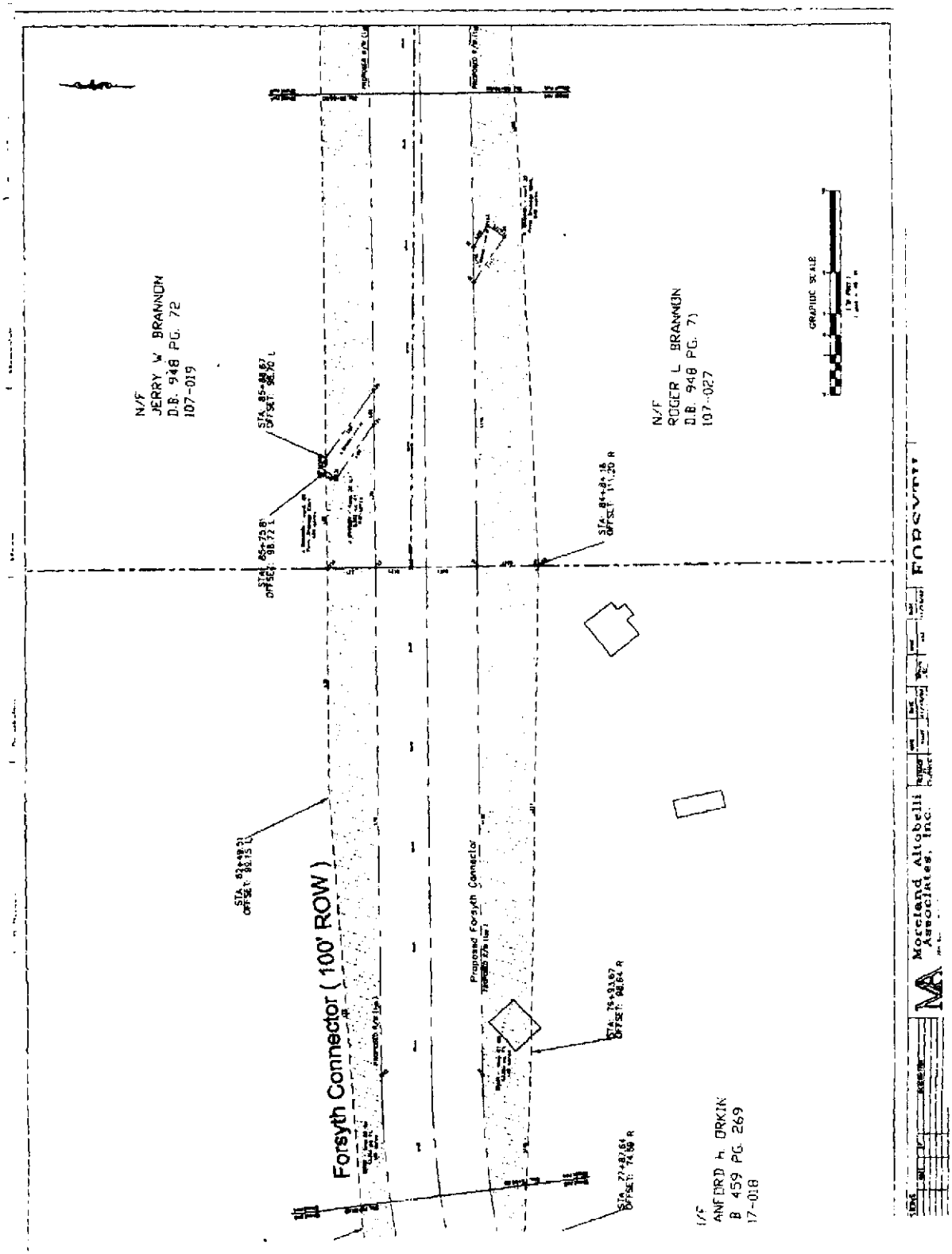
Roger Lee Brannon

Roger Lee Brannon

Exhibit"A"


SR. 141 (R/W va
Forsyth Connector (100' ROW)
Proposed Forsyth Connector
N/F
JERRY W. BRANNON
D.B. 948 PG. 72
107-019
N/F
ROGER L. BRANNON
D.B. 948 PG. 71
107-027
RIGHT OF WAY PLANS
FORSYTH
Moreland Altobelli Associates, Inc.
GRAPHIC SCALE

Exhibit"A"


N/F
JERRY W BRANNON
D.B. 948 PG. 72
107-019
N/F
ROGER L BRANNON
D.B. 948 PG. 71
107-027
Forsyth Connector (100' ROW)
Proposed Forsyth Connector
N/F
ANFORD H ORKIN
B 459 PG. 269
17-018
Morgland Allobelli Associates, Inc.
FORSYTH

Doc ID: 000894970003 Type: GLR
Filed: 08/12/2004 at 08:47:58 PM
Fee Amt: $0.00 Page 1 of 3
Transfer Tax: $0.00
Forsyth, GA
Douglas Barrells Clerk Superior Ct
BK 3336 PG 230-232

STATE OF GEORGIA)

COUNTY OF FORSYTH)

Return: Forsyth County Engineering Department
110 East Main Street
Cumming, Ga. 30040

PERMANENT DRAINAGE EASEMENT

THIS INDENTURE, made this 4th day of May, 2004, between **ROGER LEE BRANNON** (hereinafter referred to as "GRANTOR"), and **FORSYTH COUNTY**, a political subdivision of the State of Georgia, of the County of Forsyth and State of Georgia, (hereinafter referred to as "Grantee"), ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires).

WITNESSETH THAT: GRANTOR, for and in consideration of the sum of One and No/100 Dollar in hand paid at and before the sealing and delivery of these presents, and by these presents, grant unto the Grantee an easement over, under, upon, and across the following described property:

> **TO-WIT**, 799 square feet of Permanent Drainage Easement located in Land Lot(s) 521,522, of the 2nd District, 1st Section, Tax Map No. 107-027, Forsyth, Georgia and being identified as Parcel 07, as depicted in the plans titled "Right-of-Way plans for the Forsyth Connector, Project No. PEN04" as prepared by Moreland Altobelli Associates, Inc. Said plans are incorporated herein by reference for a more complete description thereof. See Exhibit "B" attached. Also attached is a legal description of the Permanent Easement to be acquired shown as Exhibit "A".

THE PURPOSE of this easement is to allow Grantee, or its agents, to construct slopes, fills, and embankments as necessary, in order to support improvements on roadway, and provide for flow and drainage of water, stormwater and runoff from or related to said roadway; as per Exhibit A, attached

IN WITNESS WHEREOF the Grantor has signed and sealed this easement the day and year above written.

Signed, sealed, and delivered this 4th day of May, 2004, in the presence of:

Witness

Notary Public

My Commission Expires: Notary Public, Cherokee County, Georgia My Commission Expires November 8, 2004

GRANTOR(S):
ROGER LEE BRANNON

Roger Lee Brannon

Exhibit "A"
TRACT DESCRIPTION

PERMANENT DRAINAGE EASEMENT FORSYTH CONNECTOR
ROGER L. BRANNON PARCEL

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 522 OF THE 2nd DISTRICT, 1st SECTION OF FORSYTH COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE LAND LOT LINE COMMON TO LAND LOTS 522 AND 523 WITH THE SOUTHERLY RIGHT OF WAY OF THE PROPOSED FORSYTH CONNECTOR; THENCE, NORTH 88 DEGREES 13 MINUTES 57 SECONDS EAST ALONG SAID PROPOSED RIGHT OF WAY A DISTANCE OF 281.30 FEET TO A POINT SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, DEPARTING SAID RIGHT OF WAY SOUTH 56 DEGREES 21 MINUTES 30 SECONDS EAST A DISTANCE OF 54.03 FEET TO A POINT; THENCE, NORTH 33 DEGREES 38 MINUTES 30 SECONDS EAST A DISTANCE OF 20.00 FEET TO A POINT; THENCE, NORTH 56 DEGREES 21 MINUTES 30 SECONDS WEST A DISTANCE OF 25.90 FEET TO A POINT ON THE SOUTHERLY PROPOSED RIGHT OF WAY; THENCE, ALONG SAID RIGHT OF WAY SOUTH 88 DEGREES 13 MINUTES 57 SECONDS WEST A DISTANCE OF 34.52 FEET TO THE TRUE POINT OF BEGINNING.

SAID TRACT OR PARCEL OF LAND CONTAINS 0.02 ACRES OR 799 SQUARE FEET.

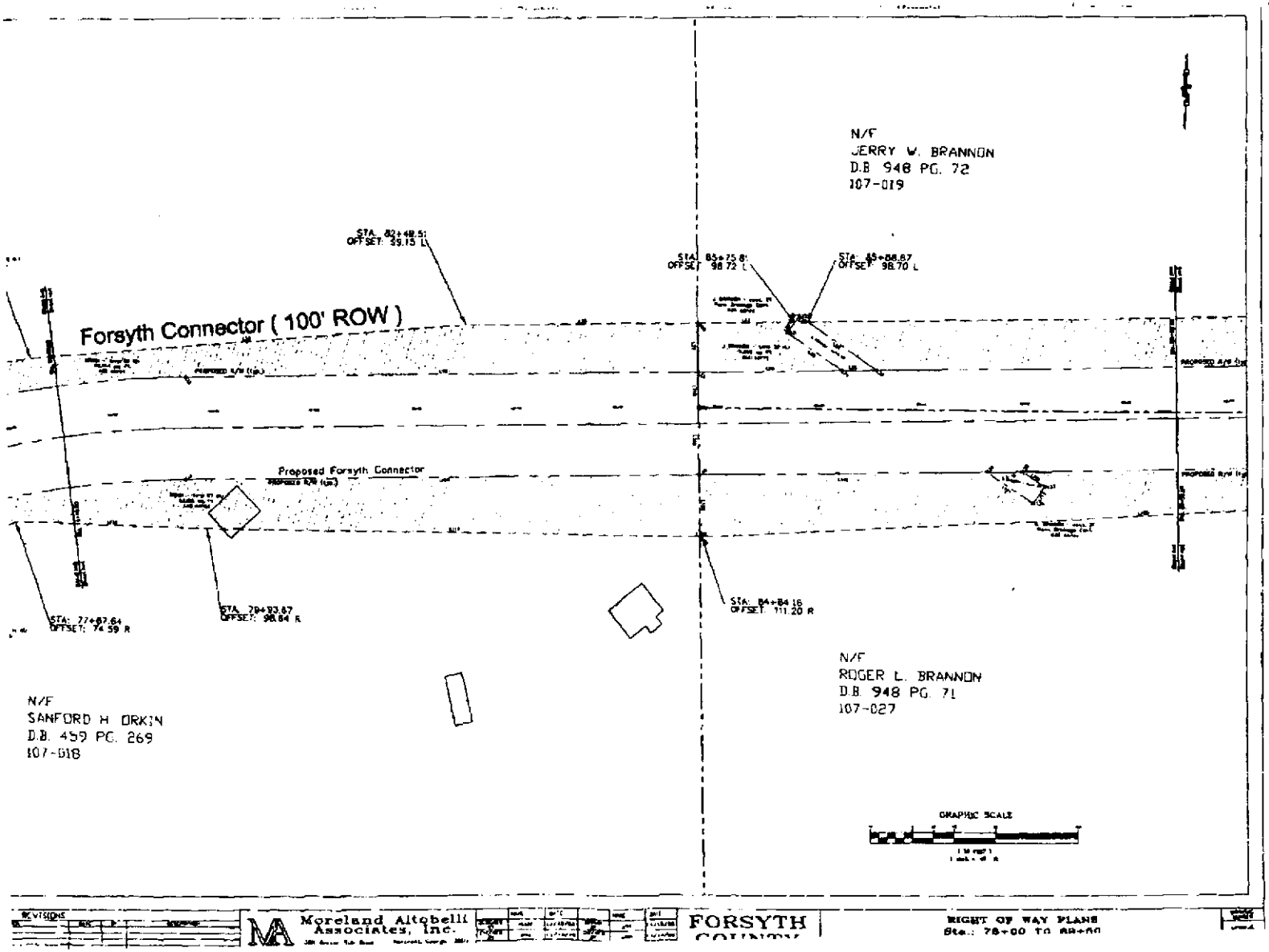

Forsyth Connector (100' ROW)
Proposed Forsyth Connector
N/F
JERRY W. BRANNON
D.B. 948 PG. 72
107-019
N/F
SANFORD H. ORKIN
D.B. 459 PG. 269
107-018
N/F
ROGER L. BRANNON
D.B. 948 PG. 71
107-027
GRAPHIC SCALE
Moreland Altobelli Associates, Inc.
FORSYTH
RIGHT OF WAY PLANS

Exhibit "B"

C-209

209

STATE HIGHWAY DEPARTMENT OF GEORGIA

RIGHT OF WAY DEED

GEORGIA, Forsyth County Project No. SP 1732-C

THIS CONVEYANCE made and executed the 7 day of January 19 50

WITNESSETH that R. W. Lively the undersigned, is the owner of a tract of land in said county through which a state aid road, known as project No. SP 1732-C, on State Highway No. 141 between Norcross and Cumming has been laid out by the State Highway Department of Georgia as a part of the State Aid Road System of Georgia, as provided in Acts of the General Assembly of Georgia of 1919 and 1921, said road being more particularly described in a map and drawing of said road in office of the State Highway Department of Georgia, Atlanta, Ga., to which reference is hereby made.

Now, therefore, in consideration of the benefit to my property by the construction or maintenance of said road, and in consideration of ONE DOLLAR ($1.00) in hand paid the receipt whereof is hereby acknowledged, I do hereby grant, bargain, sell and convey to said State Highway Department of Georgia, and their successors in office so much land in Land Lot No. ..... of the ..... Land District or ..... G. M. District of said County as to make a right of way for said road as surveyed and measured from the center line of the highway location as follows:

From Sta. 328/25	to Sta. 335/00	a strip 50 ft. wide	left	side
From Sta. 335/00	to Sta. 336/99	a strip 50-40 ft. wide	left	side
From Sta. 328/25	to Sta. 330/00	a strip 10-0 ft. wide	right	side
From Sta.	to Sta.	a strip ..... ft. wide		side

Said right of way is more particularly described according to a plot of the right of way through the property of R. W. Lively prepared by the State Highway Department of Georgia, dated the 15 day of Dec. 19 49 and made a part of this description. Said plot is hereto attached or is on file in the office of the State Highway Department of Georgia, No. 2 Capitol Square, Atlanta, Georgia.

Said right of way begins at Station 328/25 which is the boundary line between the lands of George Phillips and the undersigned party and continues to Station 336/00 which is the boundary lines between the lands of the undersigned and Earl Frazier and totals 0.901 Acres.

CONDITIONS AND RESERVATIONS

In case the right of way is abandoned as a highway location, same shall revert to the property from which it is taken.

The information filled in with ink in the above description was inserted before the execution by the Grantor.

AND for the same consideration, I do further grant the right to all necessary drainage in the construction and maintenance of said road constructed over the said right of way and on my lands adjacent thereto, and also release said County and State Highway Department from any claim of damage arising on account of construction of said roads or fills and embankments, ditches or culverts or bridges, on account of back water, changing of courses of streams, or in any other manner.

To have and to hold the said conveyed premises in fee simple.

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

In Testimony whereof, I have hereunto set my hand and seal the day above written.

Signed, sealed and delivered in the presence of

C. W. Boling

R. G. Clement, N.P.
Notary Public

R. W. Lively (L. S.)

(L. S.)

(L. S.)

(L. S.)

(L. S.)

Deed No. (36)

Filed this 10 day of Apr. 19 50 at 9 o'clock A. M.

Recorded this 11 day of Apr. 19 50

J. V. Merritt
Clerk Superior Court

101-492

(Limited Access)

GEORGIA FORSYTH COUNTY PROJECT NO. APD-056-1 (14)

THIS CONVEYANCE made and executed the 15 day of October, 19 71

WITNESSETH that Mrs. E. W. Lively A/K/A Ruth B. Lively, the undersigned, is the owner of a tract of land in FORSYTH COUNTY through which the Appalachian Developement Highway known as Project No. APD-056-1 (14) has been laid out by the STATE HIGHWAY DEPARTMENT OF GEORGIA as a LIMITED ACCESS HIGHWAY being more particularly described in a map and drawing of said road in the office of the State Highway Department of Georgia, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR ($1.00) in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant, sell and convey to said STATE HIGHWAY DEPARTMENT OF GEORGIA, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

All that tract or parcel lying and being in Land Lot 486, 487 & 449 of the 2nd Land District of said county and being described as follows:

Beginning at a point on the boundary between lands of the grantor and lands now or formerly owned by E. L. Barnett, said point being at Sta. 291+47.7 on the project survey centerline, and running thence westerly 307.6 feet along said boundary to a point 180.3 feet left of Sta. 289+04.2; thence northeasterly 414.3 feet to a point 180 feet left of Sta. 293+00; thence northeasterly 1095.8 feet to a point 180 feet left of Sta. 303+46.48; thence northeasterly 34.5 feet to a point on the boundary of a tract now or formerly owned by Earl N. Frazier, said point being 182 feet left of Sta. 303+80.96; thence easterly 1751.0 feet along said boundary to a point on the northwest right of way boundary of State Route 141, said point being 290.1 feet right of Sta. 320+67.0; thence southwesterly along said boundary to a point 50 feet right of State Route 141 relocation survey Sta. 29+50; thence northwesterly 23 feet to a point 75 feet right of State Route 141 relocation survey Sta. 29+50; thence northeasterly 250.8 feet to a point 75 feet right of State Route 141 relocation survey Sta. 27+00; thence northwesterly 89.6 feet to a point 440 feet right of Sta. 318+50 on the project survey centerline; thence northwesterly to a point 260 feet right of Sta. 314+00; thence southwesterly to a point 210 feet right of Sta. 303+46.48; thence southwesterly 615.6 feet to a point 165 feet right of Sta. 297+00; thence southwesterly 269.5 feet to a point on the boundary of a tract now or formerly owned by E. L. Barnett, said point being 165.7 feet right of Sta. 294+18.34; thence westerly 312.2 feet along said boundary to the beginning point.

For the same consideration I hereby convey and relinquish to the STATE HIGHWAY DEPARTMENT OF GEORGIA all rights of access between the LIMITED ACCESS HIGHWAY and approaches thereto on the above numbered highway project and my remaining real property from which said right of way is taken except at such points as designated and shown on the attached plat prepared by the State Highway Department of Georgia.

Said right of way hereby conveyed, consisting of 19.126 acres, more or less, is shown in color on the plat of the property prepared by the STATE HIGHWAY DEPARTMENT OF GEORGIA, dated August 8, 1969, attached hereto and made a part of this description.

PLAT RECORDED IN PLAT BOOK 7 PAGE 23

To have and to hold the said conveyed premises in fee simple.

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of those presents.

In Testimony whereof, I have hereunto set my hand and seal the day above written.

Signed, Sealed and Delivered in the presence of:

Witness

Notary Public

My Commission Expires March 14, 1974

NOTARY PUBLIC GEORGIA STATE AT LARGE

Ruth B. Lively (L.S.)

(L.S.)

(L.S.)

(L.S.)

(Deed No. 28)

Type: GEORGIA STANDARD LIENS
Recorded: 2/20/2018 4:37:00 PM
Fee Amt: $11.00 Page 1 of 4
Forsyth County, GA
Greg G. Allen Clerk Superior Ct

Participant ID: 3720292334File#

BK 388 PG 641 - 644

Original Notice of Commencement

Notice is hereby given that construction will commence for the improvement on leased premises as such improvement and leased premises are referred to herein:

1. The leased premises on which the improvement is to be made are described as follows: Building #C-3 , Space # 346 of 3,580 square feet located within The Collection of Forsyth in Cumming, GA.

2. Brief description of the improvement to be performed on the leasehold interest, containing sufficient specificity to permit lien claimants to identify the improvement:

   Tenant improvements to the leased premises, which Tenant improvements are more specifically defined as follows:

   Interior tenant alternation of a nail salon.

3. Name, address, and capacity of the lessee contracting for the improvement:

   Lessee is acting on its own behalf and not in any way as the agent of the owner of the real property:

   Creation By Lam Inc 8157 Laurel Lake Ct. Liberty Township OH 45044

4. Name and address of the fee owner of the real property, if the person contracting for the improvement is a lessee:

   The person contracting for the improvement is a Lessee and is no way acting as the agent of the owner of the real property, which is Forsyth Owner I LP. 410 Peachtree Pkwy STE 4165 Cumming GA 30041

5. Name and address of the lessee's designee:

   Lan Do 8157 Laurel Lake Ct. Liberty Township OH 45044

6. Name and address of all original contractors:

Creation By Lam Inc 4700 Cabriolet Lane Maumee OH

Cana Fire Alarm 3939 Royal Drive NW STE 204 Kennesaw GA 30144

Vantix Electric 4105 West Pointe Dr. Kennesaw GA 30152

Robillard Plumbing 5485 Bethelview Rd. STE 360-102 Cumming GA 30041

Breezeway HVAC 2400 Church Rd. SE Atlanta GA 30339

ASA Fire Protection 1121 Grassdale Rd. Cartersville GA 30121

7. The date Lessee executed a contract with an original contractor for the improvement is:

12/20/2017

8. Name and address of all lending institutions which provide financing for the improvements:

N/A

9. Name and address of all sureties on any bond which guarantee payment of the original contractor's obligations under the contract of improvement:

N/A

10. Required statement:

TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

TAKE NOTICE THAT LABOR OR WORK IS ABOUT TO BEGIN ON OR MATERIALS ARE ABOUT TO BE FURNISHED FOR AN IMPROVEMENT TO THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT. A PERSON HAVING A MECHANIC'S LIEN MAY PRESERVE THE LIEN BY PROVIDING A NOTICE OF FURNISHING TO THE ABOVE-NAMED DESIGNEE AND HIS ORIGINAL CONTRACTOR, IF ANY, AND BY TIMELY RECORDING AN AFFIDAVIT PURSUANT TO SECTION 1311.06 OF THE REVISED CODE.

A COPY OF THIS NOTICE MAY BE OBTAINED UPON MAKING A WRITTEN REQUEST BY CERTIFIED MAIL TO THE ABOVE-NAMED OWNER, PART OWNER, LESSEE, DESIGNEE, OR THE PERSON WITH WHOM YOU HAVE CONTRACTED.

11. Name and address of person preparing this Notice of Commencement:

Kelly Wherley 8157 Laurel Lake Ct. Liberty Township OH 45044

12. Verification:

State of Ohio

County of Butler, ss:

I, Kelly Wherley, the

(Name)

Agent of Lessee

(indicate capacity as owner, part owner or lessee or the agent of the owner, part owner or lessee)

of the described real estate, being duly sworn, state that the information set forth in this Notice of Commencement is true to best of my knowledge, information and belief.

Affiant

Signed and sworn to before me this 14 day of Feb, 2011.

Notary Public Thanh Lan T Do

NOTARIAL SEAL * STATE OF OHIO *

Thanh Lan T Do
Notary Public, State of Ohio
My Commission Expires 9/2/2020

EXHIBIT A

LEGAL DESCRIPTION

The "Shopping Center Parcel," according to the Final Plat for The Avenue Forsyth (Phase I) recorded on September 30, 2009, in Plat Book 126, Pages 226-234 as Document Number 01135670009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia, containing 2,307,232 square feet or 52.9665 acres of land, more or less, subject to all Rights-of-Way and easements, both recorded and unrecorded.

NOTICE OF COMMENCEMENT

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property and, in accordance with O.C.G.A. § 44-14-361.5, provides the following information in this Notice Of Commencement.

1. Description of Project: HARRY NORMAN FORSYTH
   410 PEACHTREE PARKWAY *[Name and Location]*
   SUITE 108
   CUMMING, GA 30041

2. Description of property upon which the improvements are being made:
   410 PEACHTREE PARKWAY
   SUITE 108
   CUMMING, GA 30041
   [Legal Description of the property and street address if available]

3. Owner Information:
   a. Name and Address: FORSYTH OWNER 1, LP
   C/O CORE PROPERTY MANAGEMENT, LLC
   410 PEACHTREE PARKWAY, SUITE 4165
   CUMMING, GA 30041

   b. Name and address of fee simple title holder (if other than owner):

   N/A

4. Contractor: Leapley Construction Group of Atlanta, LLC
   [Name, Address, and Telephone Number]
   180 Interstate North Parkway SE, Suite 140 770-850-8711
   Atlanta, GA 30339

5. Surety: N/A
   [Name and Address]

6. Lender: N/A
   [Name and Address]

Doc ID: 016356950001 Type: LEN
Recorded: 03/12/2018 at 02:26:48 PM
Fee Amt: $10.00 Page 1 of 1
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
File#
BK 391 PG 3

[Signature of Owner or Owner's Representative]

Sworn to and subscribed before me this 6th day of March 2018.

Angela Johnson
Notary Public

My Commission Expires: 1-12-2020

ANGELA JOHNSON NOTARY PUBLIC MY COMMISSION EXPIRES JANUARY 12, 2020 PAULDING COUNTY, GEORGIA

LCG 04/01/2005

NOTICE OF COMMENCEMENT
PRIVATE PROJECTS

TO: CLERK OF THE SUPERIOR COURT OF FORSYTH COUNTY, GEORGIA

Pursuant to O.C.G.A. Section 44-14-361.5(b), the owner, agent of the owner, or contractor named below gives Notice of Commencement of improvements to property not later than 15 days after the physical commencement of work on the property by providing the following information:

1. **Name, address and telephone number of the contractor:**
   RM
   STELLAR CONTRACTING, INC.
   1135 Hightower trail
   Atlanta, GA 30350
   770-649-1575
2. **Name and location of the project and legal description of the property (attached as Exhibit A if necessary):**
   Phenix Salon Suites
   410 Peachtree Pkwy, Ste 236
   Cumming, GA 30041
3. **Name and address of the true owner of the property:**
   Forsyth Owner 1, LP
   3340 Peachtree Rd, Ste 1660
   Atlanta, GA 30326
4. **Name and address of the person, other than the owner, at whose instance the improvements are being made, if not the true owner of the property.**
   Ker Salon Holdings, LLC
   3015 Wills Mill Road
   Cumming, GA 30041

Name and address of the surety for the performance and payment bonds, if any:

5. **Name and address of the construction lender, if any:**

Doc ID: 018455760001 Type: LEN
Recorded: 05/15/2018 at 08:21:39 AM
Fee Amt: $5.00 Page 1 of 1
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
File#
BK394 PG74

(Owner, Agent of Owner or Contractor)

Contractor: Stellar Contracting, Inc

(Designation as Owner, Agent of Owner or Contractor)

Date: May 9, 2018

Doc ID: 018944640002 Type: LEN
Recorded: 04/08/2019 at 01:38:48 PM
Fee Amt: $7.00 Page 1 of 2
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
File#
BK 411 PG 339-340

NOTICE OF COMMENCEMENT
O.C.G.A. §§ 44-14-361.5 / 10-7-31

TO: CLERK OF THE SUPERIOR COURT OF FORSYTH COUNTY, GEORGIA

FROM: Chain Store Construction Inc.
PO Box 1296
Carrollton, GA 30112

ALL INTERESTED PARTIES PLEASE TAKE NOTICE that certain improvements have commenced as set forth below:

1. The name and location of the project being constructed and the legal description of the property upon which the improvements are being made:

   Project Name: Academy Sports + Outdoors #118
   Project Address: 320 Peachtree Parkway, Cumming, GA 30041
   Legal Description: The "Shopping Center Parcel," according to the Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 01 1386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia, containing 2,307,232 square feet or 52.9668 acres of land, more or less.

2. The name, address and telephone number of the contractor:
   Chain Store Construction Inc.
   PO Box 1296
   Carrollton, GA 30112
   770-947-6744

3. The name and address of the true owner of the property:
   Forsyth Owner 1, LP c/o Core Property Management, LLC
   410 Peachtree Parkway, Ste 4165
   Cumming, GA 30041

4. The name and address of the person other than the owner at whose instance the improvements are being made, if not the true owner of the property:
   Academy, Ltd. d/b/a Academy Sports + Outdoors
   1800 North Mason Road
   Katy, TX 77449

5. The name and address of the surety for the performance and payment bonds, if any:
   The Guarantee Company of North America,1 Towne Square#1470, Southfield MI 48076
6. The name and address of the construction lender, if any:

7. The name and address of the holder of the security deposit provided, if any:

PLEASE ALSO NOTE that a copy of this Notice has been posted on the project site.

Dated: 3-19-19

Chain Store Construction Inc.

By: DAVID PERET

As: PRESIDENT

NOTICE OF COMMENCEMENT

This notice of Commencement is filed and posted pursuant to O.C.G.A. 44-14-361.5 and relates to the project known as **Hydration Station,** located at **410 Peachtree Parkway, Suite 214, Cumming, GA (Forsyth).**

Doc ID: 016980930002 Type: LEN
Recorded: 04/29/2019 at 02:43:20 PM
Fee Amt: $7.00 Page 1 of 2
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
File#
BK412 PG589-590

Contractor's name, address and telephone number:
YOUNG CONTRACTING/SE, INC
8215 Roswell Road, Building 400
Atlanta, GA 30350
770/522-9270

Owner's name and address and telephone number:
Forsyth Owner I, L. P.
3060 Peachtree Road, Suite 220
Atlanta, GA 30350

Name of the Project:
Hydration Station
410 Peachtree Parkway, Suite 214
Cumming, GA 30041

(A legal description of the project is attached as Exhibit "A" hereto).

Payment Bond Surety Company (if any)
N/A

Performance Bond Surety Company (if any)
N/A

Construction Lender (if any)
N/A

This notice of Commencement if filed with the Clerk of Court for the Superior Court of **Forsyth County**, Georgia pursuant to O.C.G.A. 44-14-361.5. In addition, this Notice of Commencement is posted at the jobsite pursuant to O.C.G.A. 44-14-361.5.

YOUNG CONTRACTING/SE, INC.

General Contractor

By: TreyR Digitally signed by TreyR DN: cn=TreyR Date: 2019.04.29 13:21:12 -04'00'

Trey Robertson, Project Manager

EXHIBIT "A"

THE COLLECTION AT FORSYTH

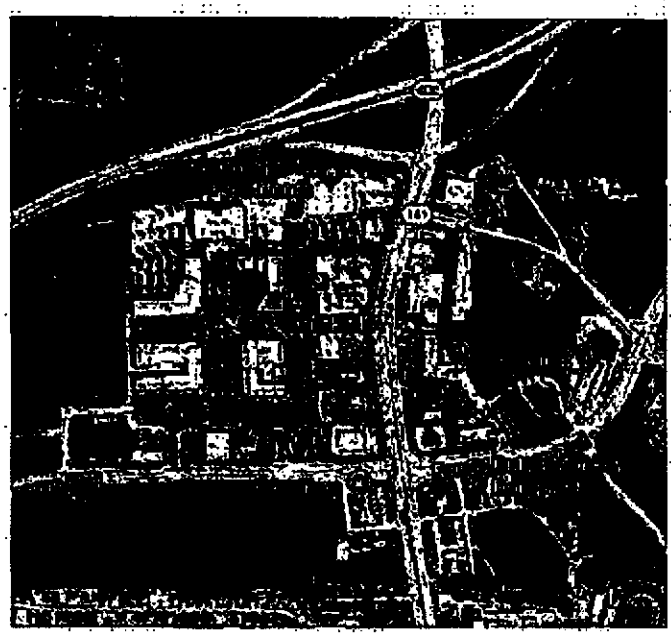
410 PEACHTREE PARKWAY
CUMMING, GA.
30041

PROJECT INFORMATION:

PROJECT NAME: THE COLLECTION AT FORSYTH
PROJECT LOCATION: CUMMING, GEORGIA

PROJECT SCOPE

SHELL RENOVATION FOR SUITE 214
TENANT FITUP WILL BE SUBMITTED UNDER A SEPARATE COVER



30

17-30

LOCATION NUMBER 80

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned T. R. Brannon owner Cumming, Ga. Route 4 of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Forsyth County Rural Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Forsyth, State of Georgia, and more particularly described as follows.

A tract of land approximately 40 acres in area located 4½ miles south from the Town of Cumming and bounded by land owned by N.V.V. Brannon E. Joe Green South Frank Stripling west O.W. Bales

and and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abuting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons.

none

It is further understood that, wherever necessary, words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof, the undersigned has set his hand and seal, this 20th day of July 1938

Signed, sealed and delivered in the presence of:

W. T. Bagley T. R. Brannon (L. S.)

L. D. Gilbert, J.P. (L. S.)

Filed in office 9 A. M., March 30 19 40 Recorded March 30 19 40

Clerk.

LOCATION NUMBER 81

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned V. V. Brannon owner Cumming, Ga. Rte 4 of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Forsythe County Rural Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Forsyth, State of Georgia, and more particularly described as follows:

A tract of land approximately 40 acres in area located 4½ miles south from the Town of Cumming and bounded by land owned by N.G.W. Phillips Joe Green T. R. Brannon west O. W. Bales

and and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abuting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

none

It is further understood that, wherever necessary, words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof, the undersigned has set his hand and seal, this 20th day of July 1938

Signed, sealed and delivered in the presence of:

W. T. Bagley V. V. Brannon (L.S.)

L. D. Gilbert, J.P. (L.S.)

Filed in office 9 A.M., March 30 19 40 Recorded March 30 1940

Clerk

17-133

LOCATION NUMBER 78A

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned E. W. Lively Cumming, Ga. owner of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Forsyth County Rural Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Forsyth, State of Georgia, and more particularly described as follows:

A tract of land approximately 22 acres in area located 4½ miles south from the Town of Cumming and bounded by land owned by W. Joe Elliott E J.S. Brannon; south C. W. Phillips west J.S. Brannon and

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

none

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof, the undersigned has set his hand and seal, this 20 day of July 1938

Signed, sealed and delivered in the presence of:

W. T. Bagley — E. W. Lively (L. S.)

L.D. Gilbert, JP (L. S.)

Filed in office 9 A M., March 30 1940 Recorded April 3 1940

J.V. Merritt Clerk.

LOCATION NUMBER 378

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned J. M. Martin, R 4, Cumming, Ga. owner of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Forsyth County Rural Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Forsyth, State of Georgia, and more particularly described as follows:

A tract of land approximately 58 acres in area located 5 miles W from the Town of Cumming and bounded by land owned by Mrs J. M. Anderson W-Edd Garrett-E-Edd Garrett S C. D. Reid W

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abutting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof, the undersigned has set his hand and seal, this 21 day of July 1938

Signed, sealed and delivered in the presence of:

J. M. Martin (L. S.)

D. P. Bennett (L. S.)

L.D. Gilbert JP

Filed in office 9 A M., March 30 1940 Recorded April 3 1940

J.V. Merritt Clerk.

164

17-164

LOCATION NUMBER 79

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned G. W. Phillips Route 4, Cumming, Georgia owner of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Forsythe County Rural Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Forsyth, State of Georgia, and more particularly described as follows:

A tract of land approximately 80 acres in area located 5 miles from the Town of Cumming and bounded by land owned by Jim Brannon. Geo Glover-Bill Lively on N. on S. by Dick Brannon & G.W. Bales E Rufus Satterfield W by A. H Glover and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abuting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

Deed held by Federal Land Bank

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof, the undersigned has set his hand and seal, this 16 day of July 1938.

Signed, sealed and delivered in the presence of:

E.F. Orr

E.G. Chambers JP

G.W. Phillips (L. S.)

(L. S.)

Filed in office 9 A M., March 30 1940 Recorded April 4 1940

J.V. Merritt Clerk.

LOCATION NUMBER 90

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Cumming, Ga. Pleasant View Church owner of land described herein, in consideration of the benefits to my land by the construction of an electric power line, and making service available to it, the receipt whereof is hereby acknowledged, I do hereby grant unto Forsythe County Rural Electric Membership Corporation, a corporation, whose post office address is Cumming, Georgia, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Forsyth, State of Georgia, and more particularly described as follows:

A tract of land approximately 2 acres in area located 5 miles S from the Town of Cumming and bounded by land owned by W by Curry Jones Ferry Road N Mrs J.A. Brannon S. W. H. Glover & east Mrs. Summerour and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highway abuting said lands an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

In granting this easement it is understood that at pole locations, only a single pole and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

The undersigned covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed in the plural and that words used in the masculine gender shall be construed to read in the feminine.

In Witness Whereof, the undersigned has set his hand and seal, this 29 day of Nov. 1938.

Signed, sealed and delivered in the presence of:

F. M. Chancey

Myrtle Tallant NP

G.W. Phillips (L. S.)

(L. S.)

Filed in office 9 A M., March 30 1940. Recorded April 4 1940

J.V. Merritt Clerk.

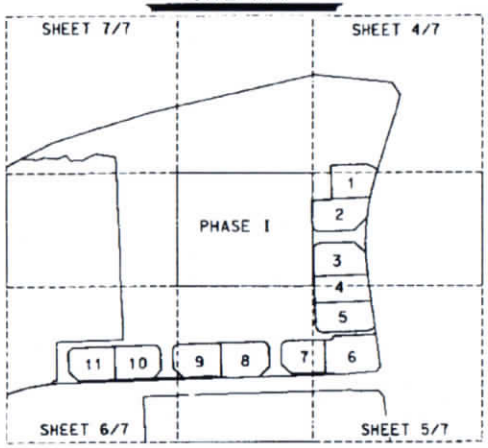
APPROVED BY DEPARTMENT OF ENGINEERING
NOV 08 2007
A. BILL POWELL

PARCEL SEPARATION PLAT FOR THE AVENUE FORSYTH (PHASE I)

LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523 2ND DISTRICT, 1ST SECTION FORSYTH COUNTY, GEORGIA

Doc ID: 010164230007 Type: PLT
Filed: 11/13/2007 at 08:48:37 PM
Fee Amt: $66.00 Page 1 of 7
Forsyth County, GA
Denise Harris Clerk Superior Ct
B-117 P-217-223

SITE MAP



SURVEY NOTES

EQUIPMENT USED:
A TOPCON 223 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

CLOSURE STATEMENT:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 370,172 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE OF ONE FOOT IN 37,186 FEET AND AN ANGULAR ERROR OF 1 PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING (GA WEST ZONE).

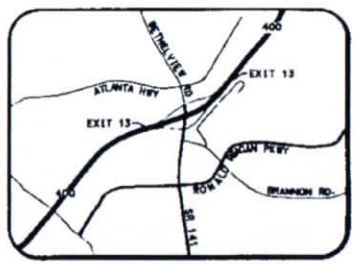
INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON JUNE 1, 2006. ADDITIONAL FIELD WORK WAS COMPLETED ON MAY 17, 2007.

LOCATION MAP



NOT TO SCALE

COUNTY CERTIFICATE

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF FORSYTH COUNTY, GEORGIA AND ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL BY ALL REVIEWING DEPARTMENTS OR AGENCIES AND THE AUTHORIZED REPRESENTATIVE FROM THE FORSYTH COUNTY PLANNING COMMISSION ON _____, 2007, AND IT IS ENTITLED TO RECORDATION IN THE CLERK'S OFFICE, FORSYTH COUNTY SUPERIOR COURT.

PLANNING COMMISSION REPRESENTATIVE

OWNER'S CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENT NOW DUE ON THIS LAND HAVE BEEN PAID; SAID OWNER DONATES AND DEDICATES TO THE PUBLIC FOR USE FOREVER THE STREET RIGHT OF WAY AND EASEMENTS AS SHOWN ON THIS PLAT.

OWNER/DEVELOPER: AVENUE FORSYTH, LLC C/O COUSINS PROPERTIES, INCORPORATED

WITNESS

NOTARY PUBLIC

Notary Public, Cobb County, Georgia
My Commission Expires March 18, 2008

OWNER/DEVELOPER: COLONIAL BANK, N.A. Executive Vice President

WITNESS

NOTARY PUBLIC

WILLIAM J. WRIGHT
NOTARY PUBLIC
COBB COUNTY, GEORGIA
JAN 24 2009

SURVEYORS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES, THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (A) IN ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR THE STATE OF GEORGIA AND PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY THE STATE OF GEORGIA AND IN EFFECT ON THE DATE OF THIS CERTIFICATION).

MARK A. CARREN, RLS
REGISTERED NUMBER: 2920

TerraMark
Professional Land Surveying
Terramark Land Surveying, Inc.
860 South Carmel Road
Suite A-2
Cumming, Georgia 30040
Phone No. (770) 781-1997
Fax No. (678) 947-1111

Date	No.	Revision
10/29/2007	1	REVISED PLAT PER COMMENTS
11/1/2007	2	REVISED PLAT PER COMMENTS
11/8/2007	3	REVISED PLAT PER COMMENTS

Project No. 2006-009
Survey Date 6/1/2006
Drawn By DBP
Approved By MAC
Drawing No. 06009
Scale 1"=100'
File No. 06009PLAT.DWG

PARCEL SEPARATION PLAT FOR THE AVENUE FORSYTH (PHASE I) LOCATED IN LAND LOT 486, 487, 521, 522 AND 523 2ND DISTRICT, 1ST SECTION FORSYTH COUNTY, GEORGIA

SHEET NO. 1/7

SITE INFORMATION

OWNERS ADDRESS: AVENUE FORSYTH, LLC
c/o COUSINS PROPERTIES, INCORPORATED
191 PEACHTREE STREET
ATLANTA, GEORGIA 30303-1740
PHONE (404) 407-1000
SHOPPING CENTER PARCEL, OUTPARCELS 2-11

COLONIAL BANK, N.A.
4800 ASHFORD DUNWOODY ROAD, SUITE 200
ATLANTA, GEORGIA 30338
PHONE (770) 378-4800
OUTPARCEL 1

SITE ADDRESS: 670 HESTER RD
328 PEACHTREE PARKWAY
340 PEACHTREE PARKWAY
& 501 PEACHTREE PARKWAY
CUMMING GEORGIA, 30041

ZONING: CBD
LANDSCAPE STRIPS: FRONT YARD- 25'
SIDE YARD- 6'
REAR YARD- 10'

REFERENCE MATERIAL

1. GEORGIA STATE HIGHWAY DEPT FOR GA. HWY 400
FEDERAL AID PROJECT. APD-0056-(1)141(R)
DATED: 09-11-73

2. DEPARTMENT OF TRANSPORTATION OF
THE STATE OF GEORGIA R/W PLANS
FOR SR. 141 WIDENING PROJECT
FEDERAL AID PROJECT STP-104-1(139)

3. RIGHT OF WAY PLANS FOR THE FORSYTH CONNECTOR
PREPARED BY: MORELAND ALTOBELLI ASSOCIATES, INC.
DATED: 11-13-02

4. ALTA/ACSM LAND TITLE SURVEY FOR
COUSINS PROPERTIES, INC.
BY TERRAMARK LAND SURVEYING, INC.
DATED: 02/24/06

5. DESIGN PLANS PREPARED BY SOUTHERN
CIVIL ENGINEERS FOR THE AVENUE FORSYTH
PROVIDED IN ELECTRONIC FORMAT AND LAST
REVISED ON APRIL 16, 2007.

6. VESTING DEEDS TO AVENUE FORSYTH, LLC
RECORDED IN DB 4603, PAGES 694-735
AMONG THE LAND RECORDS OF
FORSYTH COUNTY, GEORGIA

CURVE TABLE

	RADIUS	ARC	CHORD BEARING	CHORD
C-1	41.50	65.19	N 46°46'37" W	58.69
C-2	41.50	65.19	N 43°13'23" E	58.69
C-4	58.50	53.61	S 61°02'30" W	51.62
C-3	41.50	65.19	N 46°46'37" W	58.69
C-6	13.98	21.76	N 43°42'36" E	19.63
C-5	66.37	22.29	N 78°36'11" E	22.18
C-7	41.50	65.19	N 43°13'23" E	58.69
C-8	41.50	65.19	S 46°46'37" E	58.69
C-9	41.50	65.19	N 43°13'23" E	58.69
C-10	41.50	65.19	S 46°46'37" E	58.69
C-11	41.50	65.19	N 43°13'23" E	58.69
C-16	1394.35	131.29	S 05°13'11" E	131.25
C-17	1050.00	73.55	N 86°12'59" E	73.54

AREA TABLE PHASE I

SHOPPING CENTER PARCEL	2,299,966 SF	52.8000 AC
OUTPARCEL 1	53,879 SF	1.2300 AC
OUTPARCEL 2	64,571 SF	1.4823 AC
OUTPARCEL 3	64,068 SF	1.4713 AC
OUTPARCEL 4	55,556 SF	1.2754 AC
OUTPARCEL 5	65,058 SF	1.4935 AC
OUTPARCEL 6	77,831 SF	1.7890 AC
OUTPARCEL 7	53,080 SF	1.2185 AC
OUTPARCEL 8	62,401 SF	1.4325 AC
OUTPARCEL 9	59,191 SF	1.3588 AC
OUTPARCEL 10	59,503 SF	1.3660 AC
OUTPARCEL 11	58,840 SF	1.3508 AC
RIGHT OF WAY #1	6,722 SF	0.1543 AC
RIGHT OF WAY #2	4,875 SF	0.1119 AC
TOTAL AREA	2,985,360 SF	68.5344 AC

LINE TABLE

L-1	N 43°13'23" E	16.97'
L-2	S 88°13'23" W	168.85'
L-3	S 60°11'16" E	16.16'
L-4	S 88°13'23" W	45.73'
L-5	S 01°46'38" E	15.18'
L-6	S 88°13'23" W	9.00'
L-7	N 01°46'37" W	40.18'
L-8	S 88°13'23" W	30.27'
L-9	S 01°46'37" E	25.00'
L-10	S 88°13'23" W	25.00'
L-11	S 43°13'23" W	31.13'
L-13	S 88°13'23" W	16.83'
L-14	S 88°13'23" W	31.86'
L-23	N 88°13'23" E	159.22'
L-32	S 88°13'55" W	30.00'
L-33	S 43°13'42" W	34.17'
L-34	N 88°13'23" E	88.31'
L-35	N 01°45'53" W	25.00'
L-36	N 88°10'02" E	1.25'
L-37	S 87°55'30" E	86.08'
L-38	S 53°56'35" W	26.56'
L-39	N 80°32'07" W	45.35'
L-40	S 69°05'40" W	28.47'
L-41	N 41°51'40" W	49.83'
L-42	S 70°47'46" W	80.76'
L-43	S 68°38'52" W	37.47'
L-44	S 82°53'01" W	16.25'
L-45	N 19°02'14" W	21.16'
L-46	N 85°08'38" W	80.71'
L-47	N 01°46'37" W	40.68'
L-48	S 88°13'23" W	20.00'
L-49	S 01°46'37" E	41.06'

LINE TABLE

L-50	N 02°39'22" E	40.06'
L-51	N 75°49'32" W	15.68'
L-52	S 70°11'21" W	22.08'
L-53	S 17°12'00" E	59.37'
L-54	N 88°13'16" E	31.70'
L-55	S 02°09'12" E	2.50'
L-56	N 14°41'01" E	41.62'
L-57	N 75°18'59" W	20.00'
L-58	S 14°41'02" W	41.34'
L-59	N 19°38'47" W	32.67'
L-60	S 70°21'13" W	20.00'
L-61	S 19°38'47" E	35.38'
L-62	S 01°09'47" E	41.55'
L-63	N 88°13'24" E	20.00'
L-64	N 01°46'37" W	34.09'
L-65	N 80°43'29" E	45.01'
L-66	S 88°13'23" W	48.16'
L-67	S 01°46'36" E	20.00'
L-68	N 88°13'23" E	58.18'
L-69	S 80°43'29" W	53.30'
L-70	N 58°26'02" W	72.52'
L-71	S 31°33'58" W	30.00'
L-72	S 58°26'02" E	61.01'
L-73	N 01°46'37" W	44.64'
L-74	S 88°07'22" W	25.00'
L-75	S 01°46'37" E	42.93'
L-76	N 75°33'18" E	25.61'
L-77	S 14°26'41" E	25.00'
L-78	S 75°33'18" W	32.89'
L-79	S 75°33'19" W	19.38'
L-80	S 01°46'37" E	26.04'
L-81	N 75°33'18" W	18.74'

COUNTY NOTES

IRRIGATION SYSTEMS ARE PROHIBITED ON ALL EXISTING AND PROPOSED COUNTY RIGHT OF WAY AND CONSIDERED TO BE A VIOLATION OF THE COUNTY'S ORDINANCE PROHIBITING UNPERMITTED RIGHT OF WAY ENCROACHMENTS.

FORSYTH COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF ANY PIPES, DITCHES, DETENTION/WATER QUALITY PONDS OR OTHER STRUCTURES WITHIN ANY DRAINAGE EASEMENT BEYOND THE COUNTY RIGHT OF WAY.

UPON RECORDING OF THIS PLAT, ALL SANITARY SEWER EASEMENTS ARE DEDICATED TO FORSYTH COUNTY WATER & SEWER DEPARTMENT (OR PRIVATE SANITARY SEWER OWNERS) AND CANNOT BE REMOVED WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

MAINTENANCE OF WATER QUALITY FACILITY IS THE RESPONSIBILITY OF THE OWNER. THE OWNER AGREES TO PERFORM AN ANNUAL INSPECTION AND PROVIDE ANY NECESSARY MAINTENANCE.

NO BUILDINGS OR OTHER PERMANENT STRUCTURES, EXCLUDING THOSE FENCES REQUIRED ALONG WALLS PER FORSYTH COUNTY DEVELOPMENT STANDARDS, MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE FORSYTH COUNTY DEPARTMENT OF ENGINEERING.

NO BURY OR BURN SITES HAVE BEEN OBSERVED.

NO BUILDINGS OR OTHER PERMANENT STRUCTURES, EXCLUDING FENCES, MAY BE BUILT ON ANY SANITARY SEWER EASEMENT WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

DEVELOPER HAS 1-YEAR MAINTENANCE FROM THE DATE OF SIGN OFF ON ALL WATER AND SEWER INFRASTRUCTURE, INCLUDING PUMPING STATIONS. BEFORE COUNTY WILL ASSUME RESPONSIBILITY.

NO POOL DRAINS, DUMPSTER PADS, OR ROOF DRAIN DISCHARGE ALLOWED IN SANITARY SEWER LINES.

100-YEAR UPSTREAM ELEVATION AT PIPES/ INLETS ARE CONTAINED WITHIN THE STORM STRUCTURES, UNLESS OTHERWISE SHOWN

WATER SOURCE IS THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER.

SANITARY SEWER SOURCE IS THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER

ALL STRUCTURES WILL BE REQUIRED TO CONFORM TO THE STANDARD BUILDING CODES HORIZONTAL SEPARATION STANDARDS. APPROVAL OF THIS PERMIT WILL NOT JUSTIFY ANY DEVIATION IN HORIZONTAL SEPERATION STANDARDS AS ADOPTED AND AMENDED BY THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS.

½" REBAR PINS SET AT ALL CORNERS.

APPROVED AS-BUILT REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE.

THIS DEVELOPMENT WILL BE SUBJECT TO THOSE PRIVATE COVENANTS AS TO BE DETERMINED IN THE ESTABLISHMENT OF THE DECLARATION OF COVENANTS.

TITLE NOTES

1. ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) OF FORSYTH COUNTY, PANEL NUMBERS 13117C0095 C , DATED JULY 4, 1989, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCE NOT SHOWN ON THIS SURVEY.

3. AS OF THE DATE OF THIS SURVEY, TITLE TO PROPERTY APPEARS TO LIE VESTED IN AVENUE FORSYTH, LLC AS TO THE SHOPPING CENTER TRACT AND OUTPARCELS TWO THROUGH ELEVEN. TITLE TO OUTPARCEL ONE APPEARS TO LIE VESTED IN COLONIAL BANK, N.A.

4. SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF FORSYTH CONNECTOR, STATE ROUTE 141 AND RONALD REAGAN BOULEVARD.

5. IMPROVEMENTS SHOWN HEREON ARE SHOWN PER REFERENCE # 5 AND ARE CURRENTLY BEING CONSTRUCTED. FINAL ASBUILTS WILL BE SUBMITTED TO FORSYTH COUNTY UPON COMPLETION OF CONSTRUCTION.

ZONING CONDITIONS

This is to confirm that the Forsyth County Board of Commissioners approved your rezoning request conditionally from R1 to CBD on June 25, 1990. The conditions are listed below:

If you have any questions, please feel free to call anytime.

Sincerely,

CONDITIONS:
1) Owners of this property will donate to the State DOT, 10 feet of frontage as it becomes necessary to widen and four-lane Highway #141.
2) Dumpsters and outdoor storage are to be screened with a fence 6' high or higher, as necessary, of lattice brick or stone material. Must be screened from public roads and adjoining property owners.
3) Will tie on to public water.
4) Owner of property will maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair. Said owner shall keep such premises painted with lawns cut, shrubbery trimmed, windows cleaned and otherwise maintain the site in an aesthetically pleasing manner.
5) Duration of these conditions shall run with the title to and bind the property and shall inure to the benefit of and be enforced by Forsyth County until legally removed by the Forsyth County Board of Commissioners as permitted by law.
6) A site plan must be presented to the Board of Commissioners before any future development is considered.

ZONING CASE # 3047
SKETCH PLAT # 06008
COUSINS PROPERTIES INCORPORATED, ZAM 3047, AL TO CBD WITH A VARIANCE TO REDUCE SETBACK AND BUFFER REQUIREMENTS - DISTRICT 4E. There was a motion by Commissioner Taw and a second by Commissioner Letbetter to approve the rezoning request by Cousins Properties Incorporated, ZAM 3047, AL to CBD with a variance to reduce setback and buffer requirements with the conditions as displayed which read as follows:
1. ALL STREAMS SHALL HAVE A MINIMUM 50 FOOT UNDISTURBED BUFFER AND 75 FOOT IMPERVIOUS SETBACK MEASURED FROM THE TOP OF THE BANK. IF FEDERAL, STATE OR LOCAL LAW REQUIRES A GREATER BUFFER AND/OR IMPERVIOUS SET BACK, SUCH AS BUFFERS REQUIRED BY THE PART V CRITERIA, THE GREATER BUFFER AND IMPERVIOUS SETBACK SHALL APPLY.
2. THE DEVELOPMENT MUST MEET FIRE FLOWS OF 1500 GPM, OR IRRIGATION DEMANDS, WHICHEVER IS GREATER. ALL IMPROVEMENTS TO THE COUNTY WATER AND SEWER SYSTEMS THAT ARE REQUIRED TO SERVE THIS DEVELOPMENT, AS DETERMINED BY THE FORSYTH COUNTY WATER AND SEWER DEPARTMENT, SHALL BE DESIGNED AND CONSTRUCTED AT THE DEVELOPERS EXPENSE.
3. IT WILL BE THE RESPONSIBILITY OF THE DEVELOPER TO INSTALL A SEWER LINE TO CONNECT TO THE FORSYTH COUNTY PUBLIC SEWER SYSTEM. SEWER LINES INSTALLED TO SERVE THIS DEVELOPMENT WILL BE SIZED TO SERVE THE ENTIRE BASIN. LINE SIZES AND MATERIALS MUST BE IN ACCORDANCE WITH THE FORSYTH COUNTY SEWER MASTER PLAN. IN AREAS OF THE PROJECT WHERE PUBLIC SEWER IS NOT INSTALLED, THE DEVELOPER SHALL PROVIDE A SEPARATE SEWER EASEMENT (PERMANENT AND CONSTRUCTION EASEMENT) FOR FUTURE INSTALLATION OF PUBLIC SEWER IN ALL AREAS DESIGNATED BY THE DEPARTMENT OR BY THE FORSYTH COUNTY SEWER MASTER PLAN.
4. IF ROAD WIDENING IS REQUIRED AS PART OF THE PROJECT, SUCH AS ADDITION OF A LEFT TURN LANE OR DECELERATION LANE, ANY NECESSARY WATER MAIN RELOCATION (AS DETERMINED BY FORSYTH COUNTY) WILL BE DONE AT THE DEVELOPER'S EXPENSE.
5. ALL IMPROVEMENTS SHALL CONFORM TO FORSYTH COUNTY CONSTRUCTION STANDARDS AND SPECIFICATIONS, LATEST EDITION.
6. DEVELOPER SHALL CONSTRUCT IMPROVEMENTS ON RONALD REAGAN BOULEVARD AND S. R. 141 AS REQUIRED BY DEPARTMENT OF ENGINEERING AND/OR GEORGIA DOT BASED ON FINAL CONFIGURATION OF SITE PLAN.
7. EXTERIOR CONSTRUCTION HOURS INCLUDING GRADING AND SITE PREPARATION SHALL BE LIMITED TO 7:00 A.M. TO 7:00 P.M., MONDAY THRU FRIDAY, AND 8:00 A.M. TO 6:00 P.M. ON SATURDAY. THERE SHALL BE NO OUTSIDE CONSTRUCTION ON SUNDAY.
8. HOURS OF OPERATION WILL BE NO EARLIER THAN 6:00 A.M. AND NO LATER THAN 11:00 P.M. SUNDAY THROUGH THURSDAY AND 6:00 A.M. TO 12:00 P.M. ON FRIDAY AND SATURDAY.
9. GARBAGE DUMPSTERS SHALL BE ENCLOSED AND GATED. ALL PICKUP SHALL BE BETWEEN 6:00 A.M. AND 8:00 P.M., MONDAY THRU SATURDAY.
10. THERE SHALL BE NO BILLBOARDS OR SIGNS ON POLES, EXCEPT FOR SIGNS ON BUILDINGS. ALL SIGNS WILL BE OF MONUMENT TYPE NOT TO EXCEED (10) FEET IN HEIGHT.
11. EXTERIOR LIGHTING FIXTURES SHALL BE OF A TYPE AND SITUATED SO THAT LIGHT IS DIRECTED ONLY DOWNWARD. THE FIXTURES SHALL BE NOT CLOSER THAN 5 FEET OF THE PERIMETER OF A PARKING LOT. FIXTURES SHALL BE NO MORE THAN 25 FEET HIGH AND SHALL BE DESIGNED SO AS TO MINIMIZE LIGHT SPILLAGE TO NOT MORE THAN 1 FOOT CANDLE ALONG THE ADJACENT PROPERTY.
12. THE APPLICANT ACKNOWLEDGES THE CLOSE PROXIMITY OF THE SUBJECT PROPERTY TO EXISTING SCHOOLS AND A SCHOOL UNDER CONSTRUCTION AND FURTHER ACKNOWLEDGES THAT ANY BUSINESS ON THE SUBJECT PROPERTY THAT IS ENGAGED IN THE SALE OF ALCOHOLIC BEVERAGES MUST CONFORM TO THE PROVISIONS OF THE FORSYTH COUNTY ALCOHOL ORDINANCE AND THE APPLICABLE LAWS OF THE STATE OF GEORGIA.
13. SITE PLAN TO BE APPROVED BY THE DISTRICT 2 COMMISSIONER.
14. THE FOLLOWING USES SHALL NOT BE PERMITTED ON THE SUBJECT PROPERTY:
(A) BARS, LOUNGES OR NIGHTCLUBS, PROVIDED THAT THIS SHALL NOT PRECLUDE A RESTAURANT FROM HAVING A BAR;
(B) 24 HOUR BUSINESSES, EXCEPT DRUG STORES AND EMERGENCY MEDICAL FACILITIES;
(C) ADULT NOVELTY STORES;
(D) ADULT ENTERTAINMENT CENTERS;
(E) PAWN SHOPS;
(F) POOL HALLS; AND
(G) TATTOO PARLORS
MOTION CARRIED UNANIMOUSLY.

RE: ZAM 3047 (A2070019). Amendment of zoning conditions

Please be advised that the Board of Commissioners approved your request to delete zoning condition #8 and amend conditions #10 and #14 placed on ZAM 3047. Condition #8, which was deleted, read as follows:
8. Hours of operation will be no earlier than 6:00 a.m. and no later than 11:00 p.m. Sunday through Thursday and 6:00 a.m. to 12:00 p.m. on Friday and Saturday. Condition #10 and 14 were amended to read as follows:
10. Signage on the subject property shall conform to the Forsyth County Sign Ordinance.
14. The following uses shall not be permitted on the subject property:
(a) Bars, lounges or nightclubs, provided that this shall not preclude a restaurant from having a bar.
(b) 24 hour businesses, except drug stores and emergency medical facilities and hotels.
(c) Adult novelty stores
(d) Adult entertainment stores
(e) Pawn shops
(f) Pool halls and
(g) Tattoo parlors

This action was taken at their regular meeting on Thursday, May 3, 2007.

PAUL B. ELLIS — LAND SURVEYOR — No. 2025

TerraMark Land Surveying, Inc.
Atlanta Georgia 30328
Phone: No. (770) 457-7657
Fax: No. (770) 457-7711
TerraMark Professional Surveying

No.	Revision	Date
1	ADDED SURVEYOR'S SEAL	04/30/07
2	ADDED SURVEYOR'S SEAL	05/30/07

Project No. 2006-0070
Survey Crew: DB
Drawn By: KWH
Approved By: PBE
Date: 05/30/07
Scale: 1"=100'

PLAT SURVEY, ZONING, SKETCH PLAN, DWG 1 OF 1 OF 1SHEET

PARCEL SEPARATION PLAT
OF
THE AVENUE FORSYTH
(PHASE I)
LOCATED IN LAND LOT 486,
467, 521, 522 AND 523
2ND DISTRICT 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
2
7

ZONING RESOLUTIONS

A RESOLUTION

by

THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY, GEORGIA WHEREAS, a request has been received that this Board further amend the Comprehensive Zoning and Land Use Resolution of Forsyth County, Georgia, adopted December 10, 1979, as amended, together with the zoning maps likewise duly adopted and amended; and,

WHEREAS, Zoning Application No. 1431, Sanford H. Orkin was presented to the Planning Department which caused to be published in the Forsyth County News, a newspaper of general circulation in Forsyth County in which Sheriff's advertisements are published, a notice of hearing; and,

WHEREAS, the aforesaid notice of public hearing (a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference) was published more than 15 days prior to the public hearing; and,

WHEREAS, the Planning Commission held a public hearing at the time and place set forth in the notice thereof pursuant to the authority delegated by this Board; and,

WHEREAS, the report and recommendation of the Planning Commission (attached hereto as Exhibit "B" and incorporated herein by reference) has been received regarding the subject property described on Exhibit "C" attached hereto and incorporated herein by reference; and,

WHEREAS, this Board has considered the proposed amendment in light of the Master Plan as adopted and interpreted by the Planning Commission; and, has examined the views expressed at the public hearing, the subject parcel and surrounding area, the statutory zoning criteria, and the need to modify the exercise of the police power with regard to this particular parcel as such exercise relates to the comprehensive exercise of that power throughout the unincorporated area of Forsyth County, Georgia;

NOW THEREFORE,
BE IT RESOLVED, that the parcel described on Exhibit "C" should be, and hereby is, declared to be zoned as a Commercial Business District (CBD) (with conditions) Use District; and,

BE IT FURTHER RESOLVED,
1) Provisions of water to the site by the developer in accordance with the county's water policy prior to issuance of any building permits.

2) Provisions of state and county approved waste water treatment facilities and proof of dedication of sufficient land to accommodate the needs if spray application is the form of waste water treatment. Adequate land must be set aside and shall be by recorded instrument, setting aside the land for as long as necessary to be used for spraying of treated effluent from the project either on site or another location approved by the County and State. All expenses concerning waste water treatment will be at the expense of the developer. All necessary easements for sewer (40' for temporary and 20' for permanent) shall be obtained by the developer and deeded to the County. Storm drainage and sediment controls must be in accordance with both state and county requirements.

3) The entrance shall be landscaped and signage shall be installed in accordance with plans submitted to and approved by the Forsyth County Planning Department. These plans must be submitted to the Planning Department upon application for the grading permit for roads to be constructed for the development. Plans must be prepared by licensed landscape architect.

4) The development road entrance and any required road improvements shall be as approved by the appropriate local and state authorities including necessary acceleration and deceleration lanes. An additional ten feet (60' from center line, up to a total of 120') of right of way shall be dedicated, if needed, to the appropriate governmental authority for any frontage of the property adjoining Georgia State Route 141, and developer shall pay for proportionate share of necessary road improvements as shown by a traffic study to be provided by the developer and approved by Forsyth County.

5) All streets in development must be curbed and guttered.

6) Dumpster screens and outdoor storage - 6 feet high or higher as necessary - lattice brick or stone material. Must screen items stored or dumpster from public road and adjoining property.

7) No noxious or offensive trades, services or activities shall be conducted on the property or any portion thereof that may be or become a public nuisance to the surrounding neighbors of any portion of the property by reason of unsightliness or excessive emission or odors, fumes, smoke, vibrations, dirt, dust, glare, waste or noise.

8) All buildings in the development must be of masonry construction. Prohibited construction materials shall include, without limitation, exposed concrete block, weeping mortar joints and unnatural brick tones.

9) Building Maintenance - Every owner of a site comprising a portion of the property shall maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair, and said owner shall keep such premises planted, with lawns cut, shrubbery trimmed, windows cleaned and otherwise maintain such sites in an aesthetically pleasing manner.

10) Landscaping of Lots - Every building site shall be landscaped in accordance with plans and specifications submitted to and approved by Forsyth County. Developer shall include his specifications in his protective covenants which must be attached to these zoning conditions. All disturbed or graded areas of a building site shall be grassed or covered with plants or landscaping materials. Landscaping shall be completed within sixty (60) days of occupancy or completion of the building, whichever event shall first occur. All landscaping shall be maintained by the buildings owner or owners. This item must be covered by restrictive covenants of the developer. Final approval by Forsyth County Planning Department.

11) All utilities must be underground.

12) Heater Road may not be used as an entrance to the development until it is brought up to Forsyth County standards.

13) Buffers - To be installed in accordance with site plan submitted to and approved by Forsyth County. Any property adjoining property not zoned CBD or M1 must have a 25' densely planted buffer of 6' Virginia pines or red tip photenia.

14) Since the site plan submitted is in concept only, before any grading permits or actual development, the actual plans for each development lot, streets and building must be submitted to the Forsyth County Board of Commissioners and the Forsyth County Planning Department for approval. Also a current, updated traffic study will need to be submitted before actual development begins.

15) All restrictive covenants submitted by the developer in the application process will become a part of the zoning conditions. All zoning conditions shall run with title to and bind the property and shall inure to the benefit of and be enforced by Forsyth County until legally removed by the Forsyth County Commissioners, as permitted by law.

BE IT FURTHER RESOLVED, that this Resolution be made a part of the minutes of the meeting held this date and that the County Administrator transmit a copy thereof to the Planning Department.
SO RESOLVED, this 10 day of July, 1989.

Sanford H. Orkin
ZA# 1431
Page 3 of 4

A RESOLUTION

by

THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY, GEORGIA WHEREAS, a request has been received that this Board further amend the Comprehensive Zoning and Land Use Resolution of Forsyth County, Georgia, adopted December 10, 1979, as amended, together with the zoning maps likewise duly adopted and amended; and,

WHEREAS, Zoning Application No. 1432, Sanford H. Orkin was presented to the Planning Department which caused to be published in the Forsyth County News, a newspaper of general circulation in Forsyth County in which Sheriff's advertisements are published, a notice of hearing; and,

WHEREAS, the aforesaid notice of public hearing (a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference) was published more than 15 days prior to the public hearing; and,

WHEREAS, the Planning Commission held a public hearing at the time and place set forth in the notice thereof pursuant to the authority delegated by this Board; and,

WHEREAS, the report and recommendation of the Planning Commission (attached hereto as Exhibit "B" and incorporated herein by reference) has been received regarding the subject property described on Exhibit "C" attached hereto and incorporated herein by reference; and,

WHEREAS, this Board has considered the proposed amendment in light of the Master Plan as adopted and interpreted by the Planning Commission; and, has examined the views expressed at the public hearing, the subject parcel and surrounding area, the statutory zoning criteria, and the need to modify the exercise of the police power with regard to this particular parcel as such exercise relates to the comprehensive exercise of that power throughout the unincorporated area of Forsyth County, Georgia;

NOW THEREFORE,
BE IT RESOLVED, that the parcel described on Exhibit "C" should be, and hereby is, declared to be zoned as a Commercial Business District (CBD) (with conditions) Use District; and,

BE IT FURTHER RESOLVED,
1) Provisions of water to the site by the developer in accordance with the county's water policy prior to issuance of any building permits.

2) Provisions of state and county approved waste water treatment facilities and proof of dedication of sufficient land to accommodate the needs if spray application is the form of waste water treatment. Adequate land must be set aside and shall be by recorded instrument, setting aside the land for as long as necessary to be used for spraying of treated effluent from the project either on site or another location approved by the County and State. All expenses concerning waste water treatment will be at the expense of the developer. All necessary easements for sewer (40' for temporary and 20' for permanent) shall be obtained by the developer and deeded to the County. Storm drainage and sediment controls must be in accordance with both state and county requirements.

3) The entrance shall be landscaped and signage shall be installed in accordance with plans submitted to and approved by the Forsyth County Planning Department. These plans must be submitted to the Planning Department upon application for the grading permit for roads to be constructed for the development. Plans must be prepared by licensed landscape architect.

4) The development road entrance and any required road improvements shall be as approved by the appropriate local and state authorities including necessary acceleration and deceleration lanes. An additional ten feet (60' from center line, up to a total of 120') of right of way shall be dedicated, if needed, to the appropriate governmental authority for any frontage of the property adjoining Georgia State Route 141, and developer shall pay for proportionate share of necessary road improvements as shown by a traffic study to be provided by the developer and approved by Forsyth County.

5) All streets in development must be curbed and guttered.

6) Dumpster screens and outdoor storage - 6 feet high or higher as necessary - lattice brick or stone material. Must screen items stored or dumpster from public road and adjoining property.

7) No noxious or offensive trades, services or activities shall be conducted on the property or any portion thereof that may be or become a public nuisance to the surrounding neighbors of any portion of the property by reason of unsightliness or excessive emission or odors, fumes, smoke, vibrations, dirt, dust, glare, waste or noise.

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9) Building Maintenance - Every owner of a site comprising a portion of the property shall maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair, and said owner shall keep such premises planted, with lawns cut, shrubbery trimmed, windows cleaned and otherwise maintain such sites in an aesthetically pleasing manner.

10) Landscaping of Lots - Every building site shall be landscaped in accordance with plans and specifications submitted to and approved by Forsyth County. Developer shall include his specifications in his protective covenants which must be attached to these zoning conditions. All disturbed or graded areas of a building site shall be grassed or covered with plants or landscaping materials. Landscaping shall be completed within sixty (60) days of occupancy or completion of the building, whichever event shall first occur. All landscaping shall be maintained by the buildings owner or owners. This item must be covered by restrictive covenants of the developer. Final approval by Forsyth County Planning Department.

11) All utilities must be underground.

12) Heater Road may not be used as an entrance to the development until it is brought up to Forsyth County standards.

13) Buffers - To be installed in accordance with site plan submitted to and approved by Forsyth County. Any property adjoining property not zoned CBD or M1 must have a 25' densely planted buffer of 6' Virginia pines or red tip photenia.

14) Since the site plan submitted is in concept only, before any grading permits or actual development, the actual plans for each development lot, streets and building must be submitted to the Forsyth County Board of Commissioners and the Forsyth County Planning Department for approval. Also a current, updated traffic study will need to be submitted before actual development begins.

15) All restrictive covenants submitted by the developer in the application process will become a part of the zoning conditions. All zoning conditions shall run with title to and bind the property and shall inure to the benefit of and be enforced by Forsyth County until legally removed by the Forsyth County Commissioners, as permitted by law.

BE IT FURTHER RESOLVED, that this Resolution be made a part of the minutes of the meeting held this date and that the County Administrator transmit a copy thereof to the Planning Department.
SO RESOLVED, this 10 day of July, 1989.

2
Sanford H. Orkin
ZA# 1432
Page 2 of 4

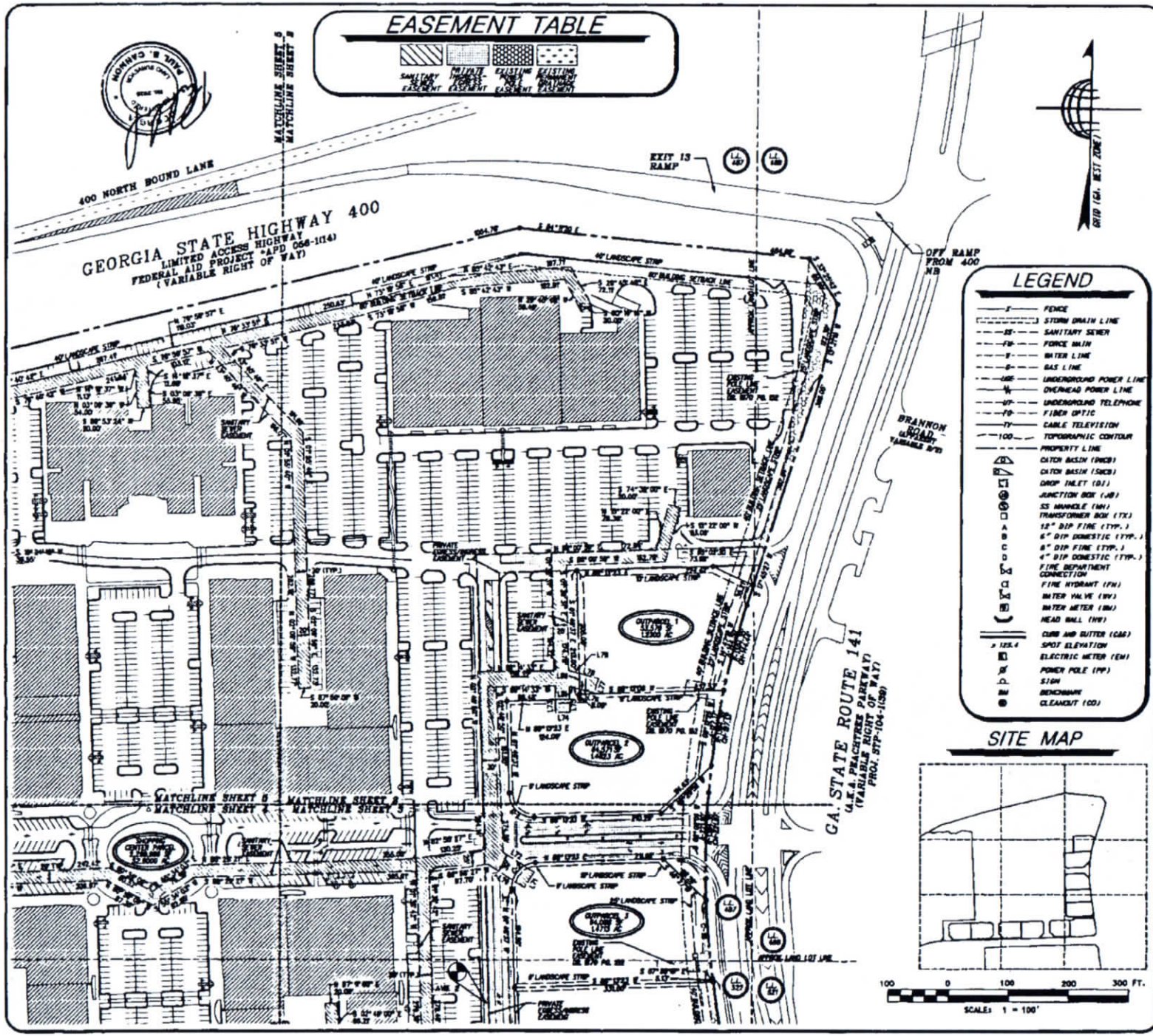
TerraMark
Professional Land Surveying

TerraMark Land Surveying, Inc.
845 South Carroll Road
Suite A-2
Villa Rica, Georgia 30180
Phone No. (770) 421-1927
Fax No. (678) 941-1111

Project No.	2006-001V	No	Revision	Date
Survey Crew	DB		ADDRESSED COUNTY COMMENTS	10/02/07
Drawn By	KWH		REVISED PROPOSED SS EASEMENT	10/15/07
Approved By	PBC			
Date	05/30/07			
Scale	1"=100'	PATH: SURVEY\ 2006\ 2006-001V\ DGN \ PLAT.DGN		

PARCEL SEPARATION PLAT
FOR
THE AVENUE FORSYTH
(PHASE I)
LOCATED IN LAND LOT 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
3/7



TerraMark
Professional Land Surveying

PARCEL SEPARATION PLAT
FOR
THE AVENUE FORSYTH
(PHASE I)
LOCATED IN LAND LOT 271&272
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO. 4/7

PARCEL SEPARATION PLAT
FOR
THE AVENUE FORSYTH
(PHASE I)
LOCATED IN LAND LOT 271&272
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO. 6 / 7

Project No.	2006-00M
Survey Crew	GB
Drawn By:	KWH
Approved By:	PBC
Date:	05/30/07
Scale:	1"=100'

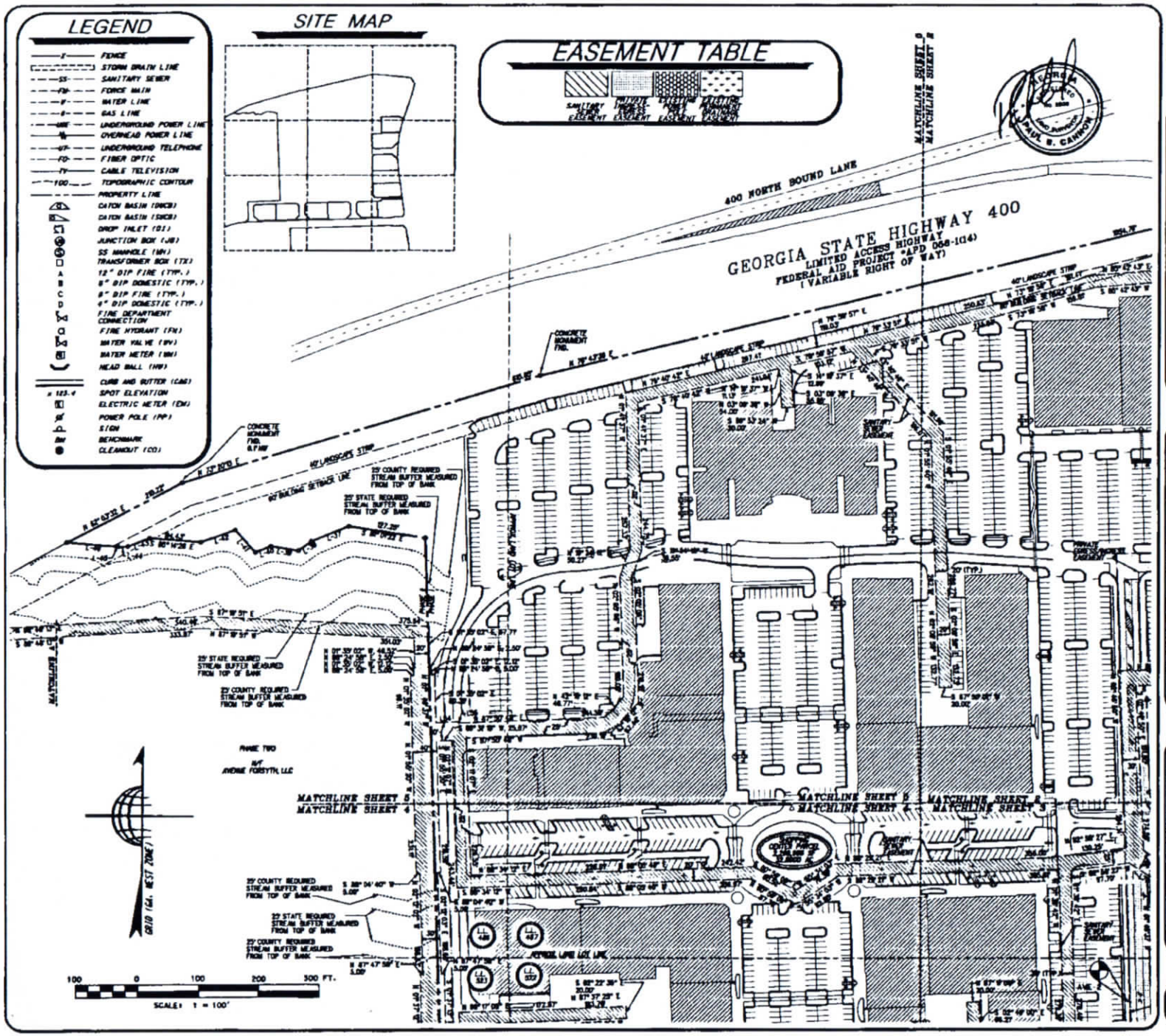
No	Revision	Date
	ADDED 5x20 VEHICLE TURNAROUND EASEMENT PROPOSED AS EASEMENT	06/21/07

PATH: SURVEY\ 2006\ 2006-00M\ DGN \ PLAT.DGN

TerraMark Professional Land Surveying

TerraMark Land Surveying, Inc.
845 South Carroll Road
Suite A-4
Villa Rica, Georgia 30180
Phone No. (770) 421-1667
Fax No. (678) 941-1111

LEGEND
SITE MAP
EASEMENT TABLE
GRID (GA. WEST ZONE)
MATCHLINE SHEET 5
MATCHLINE SHEET 6
MATCHLINE SHEET 7
MATCHLINE SHEET 8
MATCHLINE SHEET 9
FORSYTH CONNECTOR
PARCEL SEPARATION PLAT
FOR
THE AVENUE FORSYTH
(PHASE I)
LOCATED IN LAND LOT 271&272
2ND DISTRICT 1ST SECTION
FORSYTH COUNTY, GEORGIA
TerraMark
Professional Land Surveying


LEGEND
FENCE
STORM DRAIN LINE
SANITARY SEWER
FORCE MAIN
WATER LINE
GAS LINE
UNDERGROUND POWER LINE
OVERHEAD POWER LINE
UNDERGROUND TELEPHONE
FIBER OPTIC
CABLE TELEVISION
TOPOGRAPHIC CONTOUR
PROPERTY LINE
CATCH BASIN (DBCB)
CATCH BASIN (SBCB)
DROP INLET (DI)
JUNCTION BOX (JB)
SS MANHOLE (MH)
TRANSFORMER BOX (TX)
12" DIP FIRE (TYP.)
8" DIP DOMESTIC (TYP.)
8" DIP FIRE (TYP.)
4" DIP DOMESTIC (TYP.)
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT (FH)
WATER VALVE (WV)
WATER METER (WM)
HEAD WALL (HW)
CURB AND GUTTER (CAG)
SPOT ELEVATION
ELECTRIC METER (EM)
POWER POLE (PP)
SIGN
BENCHMARK
CLEANOUT (CO)
SITE MAP
EASEMENT TABLE
SANITARY SEWER EASEMENT
PRIVATE INGRESS-EGRESS EASEMENT
EXISTING POWER EASEMENT
EXISTING DRAINAGE EASEMENT
400 NORTH BOUND LANE
GEORGIA STATE HIGHWAY 400
LIMITED ACCESS HIGHWAY
FEDERAL AID PROJECT #APD 058-1(14)
(VARIABLE RIGHT OF WAY)
MATCHLINE SHEET 6
MATCHLINE SHEET 2
MATCHLINE SHEET 5
MATCHLINE SHEET 4
MATCHLINE SHEET 3
40' LANDSCAPE STRIP
60' BUILDING SETBACK LINE
25' COUNTY REQUIRED STREAM BUFFER MEASURED FROM TOP OF BANK
25' STATE REQUIRED STREAM BUFFER MEASURED FROM TOP OF BANK
PHASE TWO
AVENUE FORSYTH, LLC
GRID (GA. WEST ZONE)
SCALE: 1" = 100'
100 0 100 200 300 FT.
TerraMark
PARCEL SEPARATION PLAT
FOR
THE AVENUE FORSYTH
(PHASE 1)
LOCATED IN LAND LOT 271&272
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA
SHEET NO.
7/7

APPROVED BY DEPARTMENT OF ENGINEERING
APR 2 2 2008
A. B. L. P. JWELL

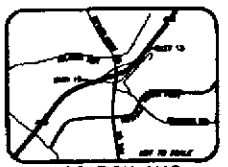
APPROVED BY DEPARTMENT OF PLANNING
APR 2 2 2008
SHARON K. TARRELL

APPROVED BY DEPARTMENT OF WATER & SEWER
APR 2 2 2008

Doc ID: 010000000013 Type: PLT
Filed: 04/22/2008 at 08:44:30 AM
Fee Amt: $104.00 Page 1 of 13
Forsyth County, GA
Douglas Sorrells Clerk Superior Ct
BK 121 PG 1-13

PHASE 1 SITE DEVELOPMENT RECORD DRAWING FOR THE AVENUE FORSYTH

(DOES NOT INCLUDE OUTPARCELS)

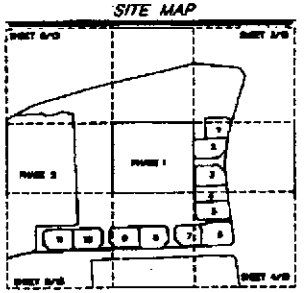


LOCATION MAP

SHEET INDEX



SITE MAP



COUNTY NOTES

SURVEY NOTES

TITLE NOTES

ENGINEER CERTIFICATE

4/11/08

SURVEYORS CERTIFICATE

TerraMark

PHASE 1 SITE DEVELOPMENT RECORD DRAWING FOR THE AVENUE FORSYTH (DOES NOT INCLUDE OUTPARCELS) LOCATED IN LAND LOT 488, 487 SR 6 SR 9 AND 5 SR 2 FORSYTH COUNTY, GEORGIA

SHEET NO. 1 OF 13

STORM INVERT CHART

POND STAGE / STORAGE TABLE

LINE TABLE

ZONING CONDITIONS

WATER LINE TAPS & WATER LINE INFORMATION

AREA TABLE PHASE I

SITE INFORMATION

CURVE TABLE

REFERENCE MATERIAL

SIGHT DISTANCE

GEORGIA REGISTERED No. 3087 SCOTT E. BURSON

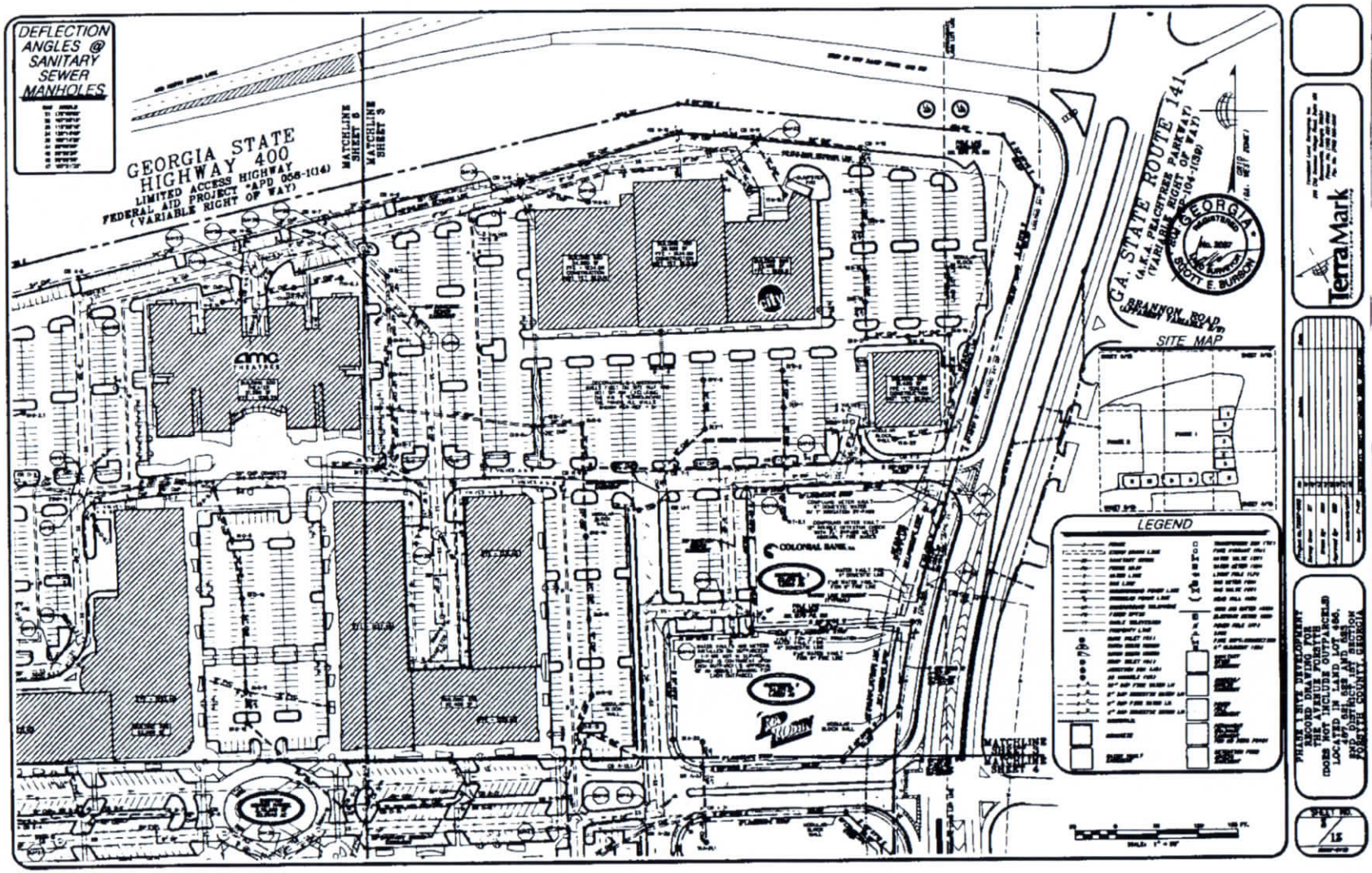
DEFLECTION ANGLES @ SANITARY SEWER MANHOLES

PARKING TABLE

TerraMark

PHASE I SITE DEVELOPMENT RECORD DRAWING FOR THE AVENUE FORSYTH (DOES NOT INCLUDE OUTPARCELS) LOCATED IN LAND LOT 466, 467, 581, 582 AND 583 END DISTRICT, 1ST SECTION FORSYTH COUNTY, GEORGIA

SHEET NO. 3/15


DEFLECTION ANGLES @ SANITARY SEWER MANHOLES
GEORGIA STATE HIGHWAY 400
LIMITED ACCESS HIGHWAY
FEDERAL AID PROJECT *APD 058-1(14)
(VARIABLE RIGHT OF WAY)
MATCHLINE SHEET 5
MATCHLINE SHEET 3
GA. STATE ROUTE 141
(A.K.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
BRANNON ROAD
GEORGIA
REGISTERED
SCOTT E. BURSON
SITE MAP
LEGEND
COLONIAL BANK
MATCHLINE SHEET 4
TerraMark
PHASE I SITE DEVELOPMENT
RECORD DRAWING FOR
THE AVENUE FORSYTH
(DOES NOT INCLUDE OUTPARCELS)
LOCATED IN LAND LOT 486,
487, 521, 522 AND 523
2ND DISTRICT 1ST SECTION
FORSYTH COUNTY, GEORGIA
SHEET NO.
15

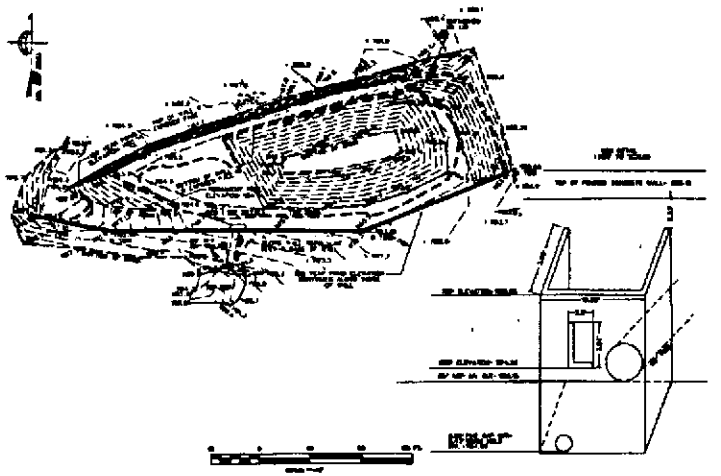
MATCHLINE SHEET 3
MATCHLINE SHEET 4
FORSYTH CONNECTOR BOULEVARD (VARIABLE RIGHT OF WAY)
CVS
GA. STATE ROUTE 141
(A.K.A. PEACHTREE PARKWAY) (VARIABLE RIGHT OF WAY) PROJ. STP-104-1(138)
FORSYTH CONNECTOR BOULEVARD (VARIABLE RIGHT OF WAY)
LEGEND
SITE MAP
FORSYTH COUNTY DISC
DEFLECTION ANGLES @ SANITARY SEWER MANHOLES
PHASE I SITE DEVELOPMENT
RECORD DRAWING FOR
THE AVENUE FORSYTH
(DOES NOT INCLUDE OUTPARCELS)
LOCATED IN LAND LOT 486, 487, 501, 502 AND 503
3RD DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA
TerraMark

PHASE I SITE DEVELOPMENT
RECORD DRAWING FOR
THE AVENUE FORSYTH
(DOES NOT INCLUDE OUTPARCELS)
LOCATED IN LAND LOT 466,
467, 541, 542 AND 543
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

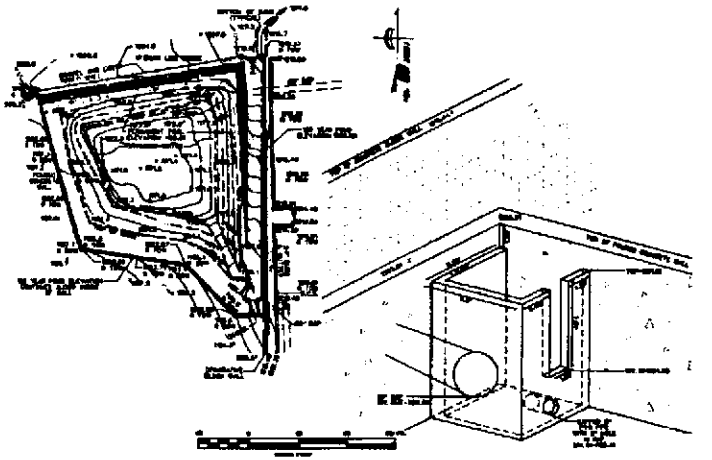
TerraMark

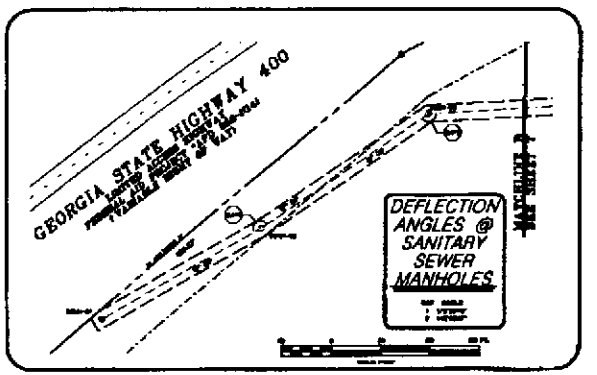
MATCHLINE B
SEE SHEET 7
LEGEND
DEFLECTION ANGLES @ SANITARY SEWER MANHOLES
SITE MAP
MATCHLINE SHEET 6
GEORGIA STATE HIGHWAY 400
LIMITED ACCESS HIGHWAY
FEDERAL AID PROJECT
(VARIABLE RIGHT OF WAY)
MATCHLINE SHEET 6
MATCHLINE SHEET 3
GEORGIA
PHASE I HYE DEVELOPMENT
RECORD DRAWING FOR
THE AVENUE FORSYTH
(DOES NOT INCLUDE OUTPARCELS)
LOCATED IN LAND LOT 486,
487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA
TerraMark

POND 1 DETAIL



POND 2 DETAIL







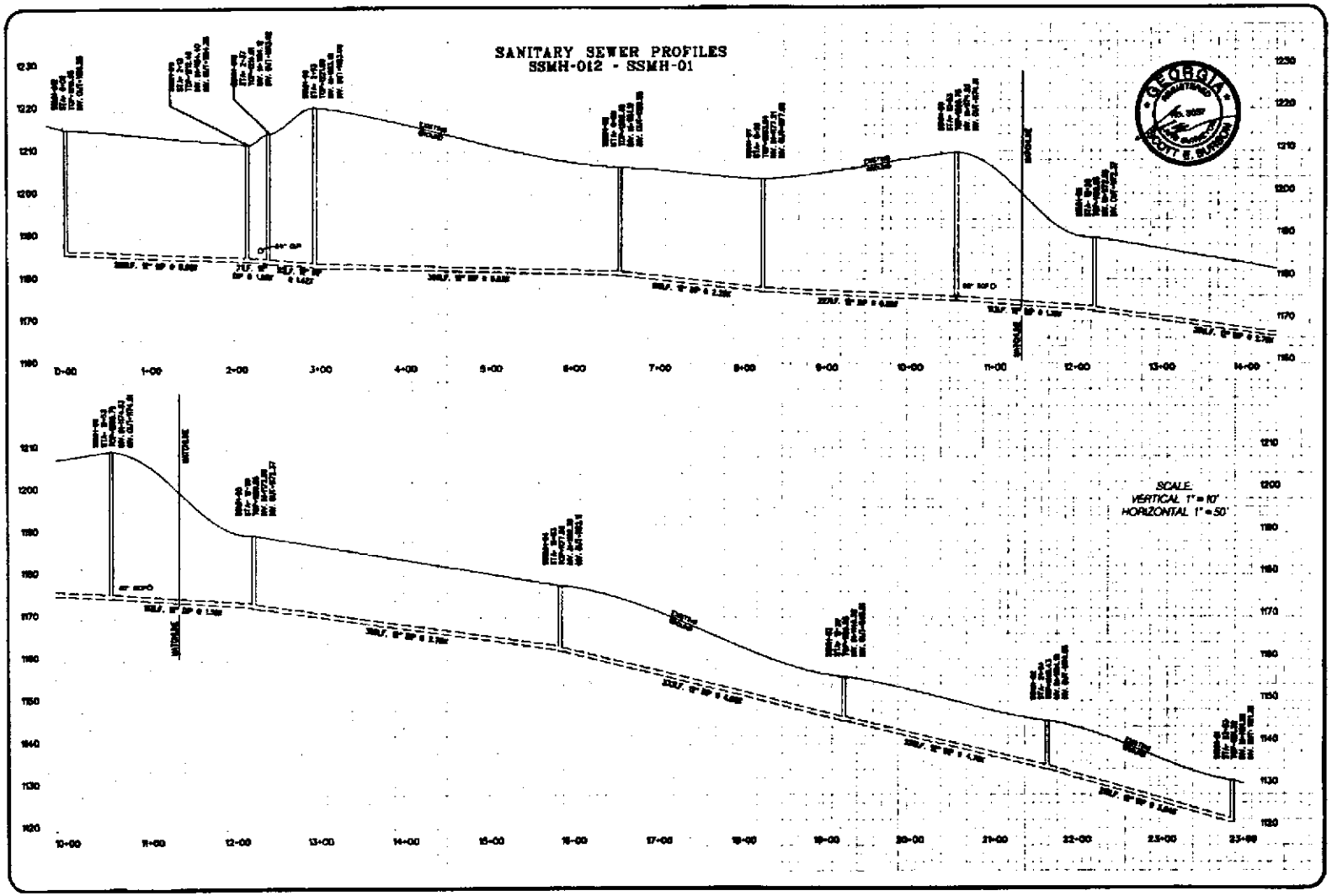
GEORGIA
REGISTERED
No. 2887
SCOTT E. BURSON

TerraMark

PLANE-T SITE DEVELOPMENT
RECORD DRAWING FOR
TRAVERSE FORESTS
(DOES NOT INCLUDE OUTPARCELS)
LOCATED IN LAND LOT 400,
4TH DISTRICT, 2ND AND 3RD
SECTIONS, COOSA, GEORGIA

SHEET NO.
7
13

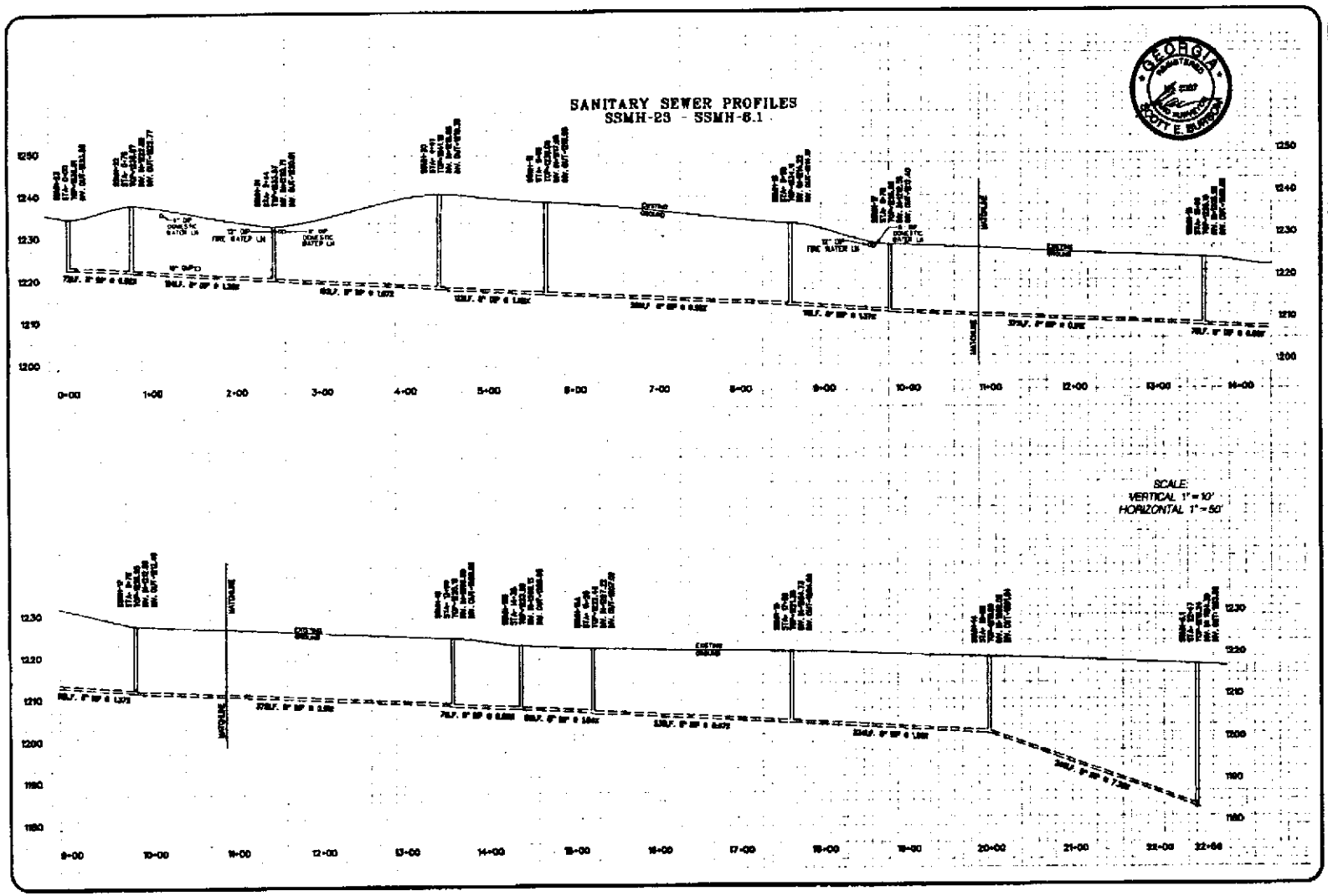
SANITARY SEWER PROFILES
SSMH-8.10 - SSMH-05
SCALE:
VERTICAL 1" = 5'
HORIZONTAL 1" = 50'
PHASE I SITE DEVELOPMENT
RECORD DRAWING FOR
THE AVENUE FORSYTH
(DOES NOT INCLUDE OUTPARCELS)
LOCATED IN LAND LOT 498,
497, 481, 480 AND 483
2ND DISTRICT 1ST SECTION
FORSYTH COUNTY, GEORGIA
TerraMark



TerraMark

PHASE I SITE DEVELOPMENT
RECORD DRAWING FOR
THE AVENUE FORSYTH
(DOES NOT INCLUDE OUTPARCELS)
LOCATED IN LAND LOT 486,
457 BELL SEE AND SEE
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
9/13

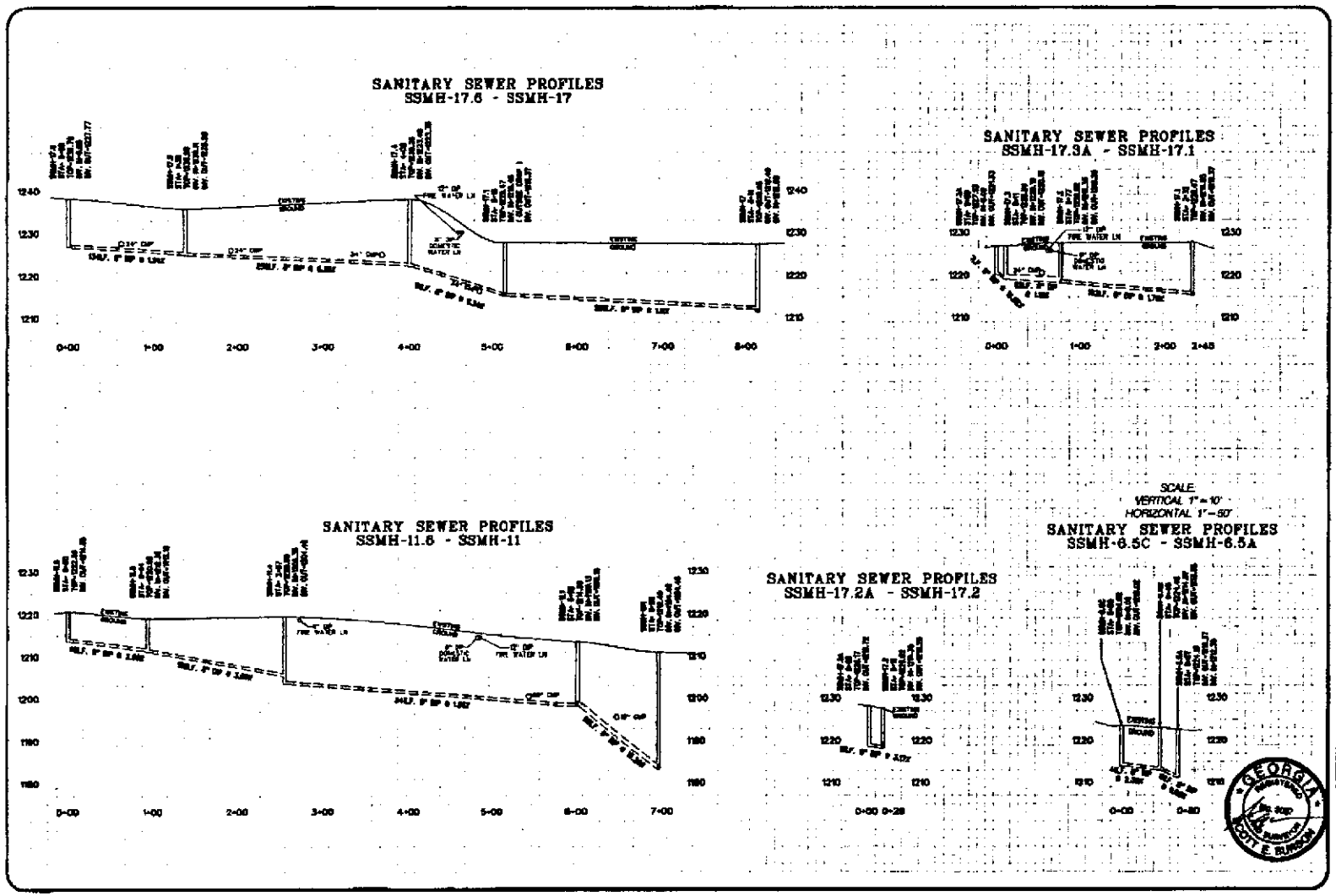


TerraMark

PHASE I SITE DEVELOPMENT
RECORD DRAWING FOR
THE AVENUE FORSYTH
(DOES NOT INCLUDE OUTPARCELS)
LOCATED IN LAND LOT 480,
487, 521, 522 AND 523
2ND DISTRICT 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
18
15

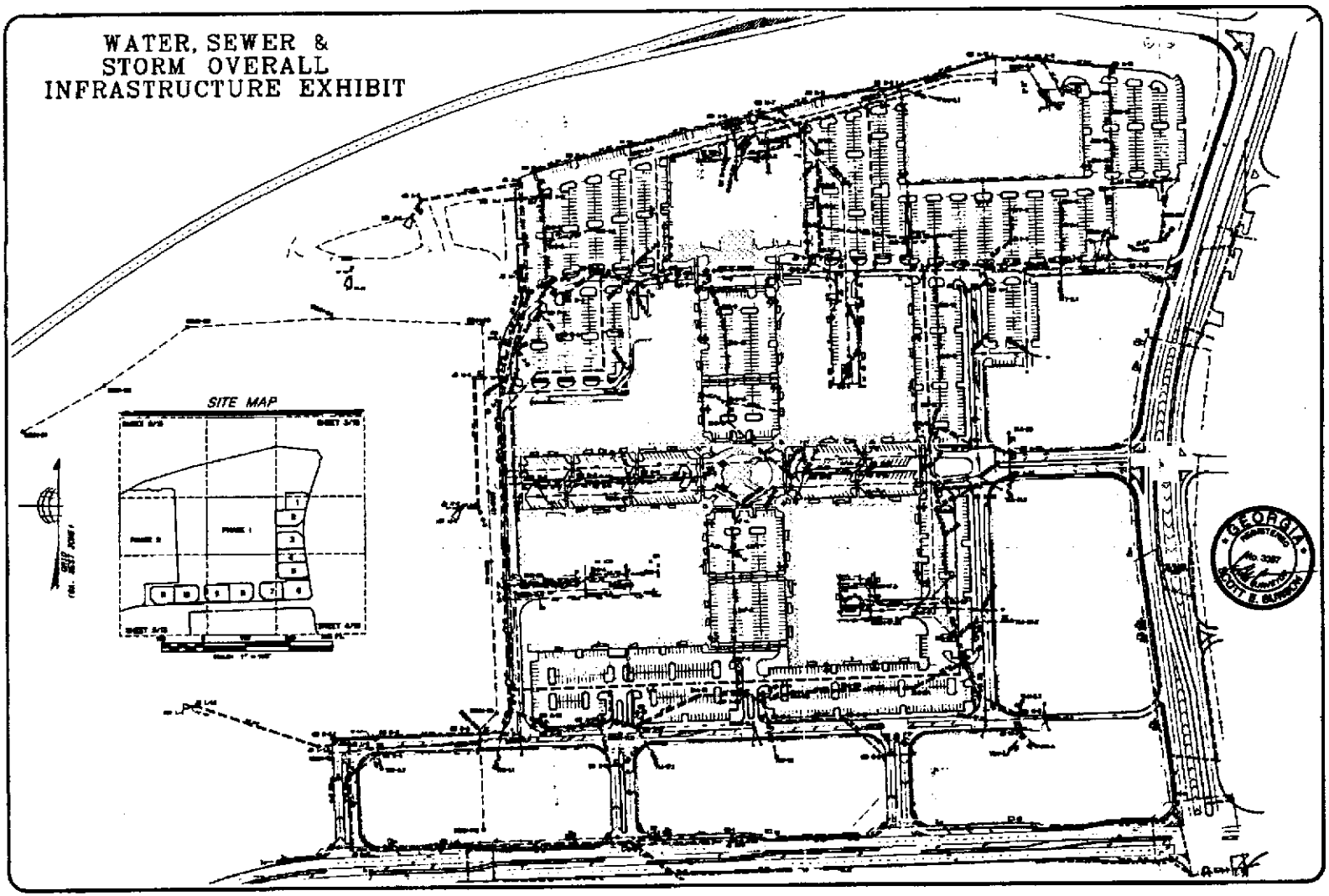
SANITARY SEWER PROFILES
SSMH-11.3 - SSMH-11.1
SANITARY SEWER PROFILES
SSMH-6.6C - SSMH-6.6
SANITARY SEWER PROFILES
SSMH-11 - SSMH-10A
SCALE:
VERTICAL 1" = 10'
HORIZONTAL 1" = 50'
PRIDE I SITE DEVELOPMENT
RECORD DRAWING FOR
THE AVENUE FORSYTH
(DOES NOT INCLUDE OUTPARCELS)
LOCATED IN LAND LOT 466,
467, 501, 502 AND 503
3RD DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA
TerraMark



TerraMark

PHASE I SITE DEVELOPMENT
RECORD DRAWING FOR
THE AVENUE FORSYTH
CROSS NUT INCLUDE OUTPARCELS
LOCATED IN LAND LOT 406,
407 BEL 622 AND 623
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
13/13


WATER, SEWER &
STORM OVERALL
INFRASTRUCTURE EXHIBIT
SITE MAP
PHASE 1
PHASE 2
GEORGIA
REGISTERED
No. 3087
SCOTT E. BURSON

TerraMark

AS150071

SITE DEVELOPMENT RECORD DRAWING
FOR
EARTH FARE SUPERMARKET

LOCATED IN
LAND LOT 522, 2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY,
CUMMING, GA 30041

SURVEY NOTES

EQUIPMENT USED:
A TOPCON 223 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

A TRIMBLE R-8 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.

CLOSURE STATEMENT:

NO BOUNDARY SURVEY HAS BEEN PERFORMED BY TERRAMARK LAND SURVEYING, INC. AT THIS TIME. THE PROPERTY LINES SHOWN HEREON ARE SHOWN PER REFERANCE #1.

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED, ARE WITHIN THE POSITIONAL TOLERANCES ALLOWED FOR ALTA/ACSM LAND TITLE SURVEYS PER THE 2011 MINIMUM TECHNICAL STANDARDS ESTABLISHED BY ALTA AND ACSM AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83. ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES. MEASURING UNIT'S OF THIS PLAT ARE IN U.S. SURVEY FEET.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY TO THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.

INFORMATION REGARDING STORM SEWER AND SANITARY SEWER AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE GROUND ELEVATION OF THE EXISTING STRUCTURE. TERRAMARK EMPLOYEES ARE NOT AUTHORIZED TO ENTER A CONFINED SPACE, SUCH AS A STRUCTURE. THEREFORE, THERE IS NO CERTAINTY OF THE PIPE SIZES AND PIPE MATERIAL THAT ARE SHOWN ON THIS SURVEY. EXCAVATION BY A CERTIFIED CONTRACTOR IS THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE PIPE INFORMATION SHOWN HEREON.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON AUGUST 17, 2015.

ELEVATIONS ARE BASED ON RTK GLOBAL POSITIONING SYSTEMS OBSERVATION AND ARE RELATIVE TO NAVD 88 DATUM.

COUNTY NOTES

IRRIGATION SYSTEMS ARE PROHIBITED ON ALL EXISTING AND PROPOSED COUNTY RIGHT OF WAY AND CONSIDERED TO BE A VIOLATION OF THE COUNTY'S ORDINANCE PROHIBITING UNPERMITTED RIGHT OF WAY ENCROACHMENTS.

FORSYTH COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF ANY PIPES, DITCHES, DETENTION/WATER QUALITY PONDS OR OTHER STRUCTURES WITHIN ANY DRAINAGE EASEMENT BEYOND THE COUNTY RIGHT OF WAY.

UPON RECORDING OF THIS AS-BUILT, ALL SANITARY SEWER EASEMENTS ARE DEDICATED TO FORSYTH COUNTY WATER & SEWER DEPARTMENT (OR PRIVATE SANITARY SEWER OWNERS) AND CANNOT BE REMOVED WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

NO STRUCTURES, FENCES OR OTHER OBSTRUCTIONS MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE FORSYTH COUNTY DEPARTMENT OF ENGINEERING.

NO BURY OR BURN SITES HAVE BEEN OBSERVED.

NO STRUCTURES, FENCES, OR OTHER OBSTRUCTIONS MAY BE BUILT ON ANY SANITARY SEWER EASEMENT WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

DEVELOPER IS RESPONSIBLE FOR 18 MONTH MAINTENANCE ON WATER LINES AND SANITARY SEWER LINE.

NO POOL DRAINS, DUMPSTER PADS, OR ROOF DRAIN DISCHARGE ALLOWED IN SANITARY SEWER LINES.

100-YEAR UPSTREAM HEADWATER ELEVATIONS AT PIPES/ INLETS ARE CONTAINED WITHIN THE STORM STRUCTURES UNLESS OTHERWISE SHOWN.

TREES MAY NOT BE PLANTED IN THE SANITARY SEWER EASEMENTS.

MAINTENANCE INSPECTION FOR TREES SHALL BE PERFORMED AFTER ONE FULL GROWING SEASON FROM THE DATE OF THE FINAL SITE INSPECTION.

ALL BCCMP PIPE INSTALLED ON THIS SITE ARE BCSCCMP TYPE.

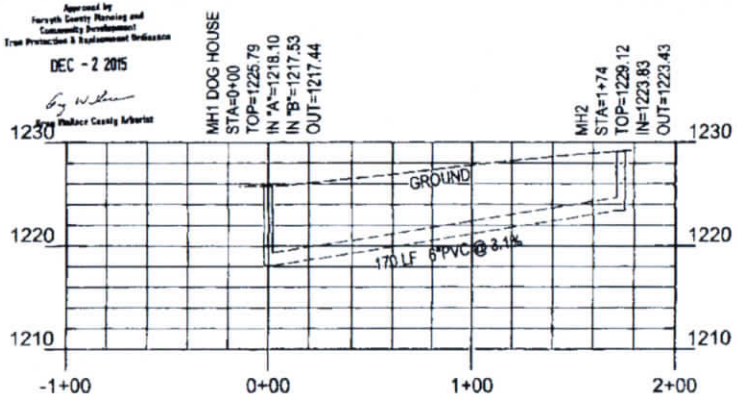
STORMWATER DETENTION AND WATER QUALITY FOR THE PROPOSED EARTH FARE SITE HAVE BEEN PROVIDED IN THE OVERALL STORMWATER MANAGEMENT PLAN FOR THE COLLECTION AT FORSYTH DEVELOPMENT WHICH WAS DESIGNED AND PERMITTED BY THE MASTER DEVELOPER. DETAILS AND SPECIFICATIONS FOT THE STORMWATER DETENTION AND WATER QUALITY PLAN CAN BE OBTAINED FROM THE "SITE HYDROLOGY STUDY FOR AVENUE FORSYTH" BY SOUTHERN CIVIL ENGINEERS. REVISED DEC. 2006.

ALL WATER AND SEWER INFRASTRUCTURE WAS RECORDED WITH THE AVENUES OF FORSYTH

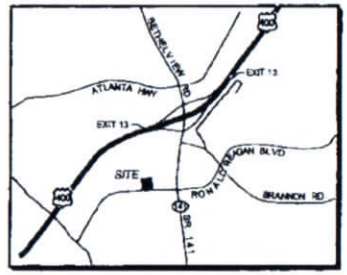
JOB NUMBER 2015-029 PLOT SIZE 18 X 24

Approved by
Forsyth County Planning and Community Development
DEC - 2 2015
L. Kyle

Approved by
Forsyth County Planning and Community Development
Tree Protection & Replacement Ordinance
DEC - 2 2015
By William
Chief Assistant County Arborist



SEWER PROFILE



LOCATION MAP

NOT TO SCALE
LAT : 34°9'14.63"N
LONG : 84°10'36.78"W

APPROVED BY TAX ASSESSORS
DEC 02 2015
FRED CARPENTER

Doc ID: 015014290003 Type: PLT
Recorded: 12/02/2015 at 08:22:01 AM
Fee Amt: $26.00 Page 1 of 3
Forsyth County, GA
Greg S. Allen Clerk Superior Ct
BK 155 PG 42-44

RELEASED BY FORSYTH COUNTY
DEC 02 2015

APPROVED BY DEPARTMENT OF WATER & SEWER
DEC 02 2015

APPROVED BY DEPARTMENT OF ENGINEERING
DEC 02 2015
A. BILL POWELL

APPROVED BY GIS DEPARTMENT
DEC 02 2015
DAWN HAMBY
ADDRESSING

APPROVED BY GIS DEPARTMENT
DEC 02 2015
RON REAGAN
DIGITAL SUBMISSIONS

SITE INFORMATION

CURRENT OWNER: FORSYTH OWNERS 3, L.P.
DB. 5490 PG. 251

TAX PARCEL ID #: 107-044

ZONING: CBD - PER VA130058,VA140082; ZA 7647 (AZ120018) (SEE SHEET 3)

LANDSCAPE BUFFER - FRONT: (RONALD REAGAN BLVD.) 10 FT
SIDE: (WEST) 0 FT
SIDE: (EAST) 2 FT *
REAR: (PRIVATE ROADWAY) 0 FT *

BUILDING SETBACK - FRONT: (RONALD REAGAN BLVD.) 10 FT *
SIDE: (WEST) 10 FT
SIDE: (EAST) 2 FT *
REAR: (PRIVATE ROADWAY) 0 FT *

SITE DEVELOPMENT PERMIT: SD140029
BUILDING PERMIT NUMBER: 2015-3037, 2015-1286
AS-BUILT APPLICATION/FILE NUMBER: AS150071

SITE ADDRESS

3140 RONALD REAGAN BOULEVARD

ENGINEER'S CERTIFICATE

THE AS-BUILT CONDITIONS OF THE STORM DRAINAGE SYSTEM IMPROVEMENTS ASSOCIATED WITH THE EARTH FARE DEVELOPMENT ARE IN GENERAL CONFORMANCE WITH THE PERMITTED CONSTRUCTION DRAWINGS BY FORESITE GROUP INC. DATED 07/2015.

GEORGIA REGISTERED PROFESSIONAL ENGINEER BRIAN P. MORRIS

11/10/15

ENGINEER DATE

SURVEYOR'S CERTIFICATE

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

GEORGIA REGISTERED SCOTT E. BURSON

SCOTT E. BURSON, RLS
REGISTERED NUMBER: 3637

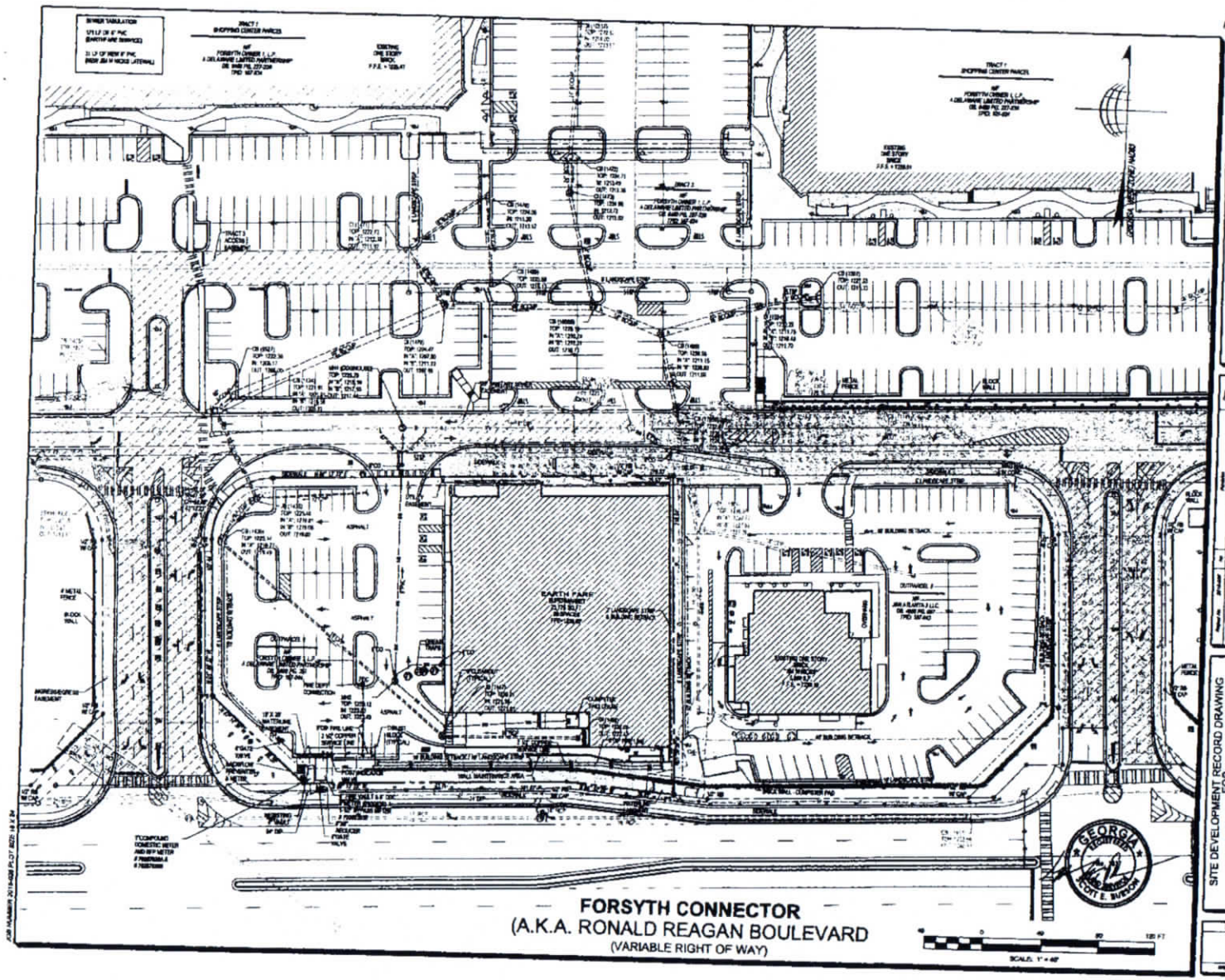
TerraMark
Professional Land Surveying

SITE DEVELOPMENT RECORD DRAWING FOR
EARTH FARE SUPERMARKET
LOCATED IN
LAND LOT 522, 2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

No.	Revision	Date
1	ADDED GIS APPROVAL	11/10/15

SHEET NO.
1/3

AS150071



TerraMark

SITE DEVELOPMENT RECORD DRAWING
FOR
EARTH FARE SUPERMARKET

LOCATED IN
LAND LOT 522, 2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
2/3

AS150071

ZONING CONDITIONS

Forsyth County Department of Planning and Development

August 14, 2015

Lanier, Ireland, Barber, Lowry & Smith, LLP
Attn: Sherry Lipscomb
132 North Main Street
Cumming, GA 30028

Dear Ms. Lipscomb:

RE: AR 3 A/S 847 (AS150071), a request to modify conditions

Please be advised that the Board of Commissioners approved your request to revise conditions #14 placed on AR 3847.

The conditions now read as follows:

1. All streams shall have a minimum 50 foot undisturbed buffer and 75 foot impervious setback measured from the top of the bank. If buffers, state or local law requires a greater buffer and/or impervious setback, such as buffers required by the Part V criteria, the greater buffer and impervious setback shall apply.
2. The development must meet the Rules of USDA soil or irrigation standards, ordinances in general. All improvements to the County water and sewer systems that are required to be in this development, as determined by the Forsyth County Water and Sewer Department, shall be designed and constructed at the expense of the developer.
3. It will be the responsibility of the developer to install a sewer line to connect to the Forsyth County public sewer system. Sewer lines installed to serve this development will be sized to serve the entire basin. Line sizes and materials must be in accordance with the Forsyth County Sewer Master Plan. In areas of the project where public sewer is not installed, the developer shall provide a separate sewer easement (permanent and construction) connecting the lowest construction of public sewer to all areas designated by the Department or by the Forsyth County Sewer Master Plan.

4. All zoning is subject to any of the project, such as addition of a left turn lane or deceleration lane, not immediately where such information has been determined by Forsyth County will be done at the developer's expense.
5. All improvements shall conform to Forsyth County Construction Standards and Specifications, latest edition.
6. Developer shall coordinate improvements on Hartsfield Forsyth Parkway and S. R. 141 as required by Department of Engineering and/or Georgia DOT based on final configuration of site plan.
7. Exterior construction noise including grading and site preparation shall be limited to 7:30 a.m. to 7:00 p.m., Monday thru Friday, and 8:00 a.m. to 5:00 p.m. on Saturday. There shall be no outside construction on Sunday.
8. Deleted.
9. Landscape easements shall be maintained and gated. All parking shall be between 6:00 a.m. and 9:00 p.m., Monday thru Saturday.
10. Signage on the subject property shall conform to the Forsyth County Sign Ordinance.
11. Exterior lighting fixtures shall be of a type and oriented so that light is directed only downward. The fixtures shall be not more than 3 feet of the perimeter of a parking lot. Fixtures shall be no more than 35 feet high and shall be designed so as to eliminate light spillage to no more than 1 foot candle along the boundary of the property.
12. The applicant and contractor for other developers of the subject property is advising schools and a school zone construction and further acknowledges that any violation on the subject property that is reported to the Sheriff's Department shall conform to the provisions of the Forsyth County Sheriff Ordinance and the applicable laws of the State of Georgia.
13. Site plan to be approved by the GRADY Committee.
14. The following uses shall not be permitted on the subject property:
    - [illegible] liquor stores, provided that this shall not preclude a restaurant liquor license, a bar;
    - 24 hour businesses, except drug stores, emergency medical facilities, hotels and gas stations;
    - Auto repair shops;
    - Auto, recreational vehicle sales;
    - Flea markets.

Forsyth County Department of Planning & Community Development

[illegible]

Dear [illegible]:

[illegible]

Sincerely,

[illegible]
Senior Planner

[illegible]

Forsyth County Department of Planning & Community Development

[illegible]

Dear [illegible]:

[illegible]

Sincerely,

[illegible]
Senior Planner

[illegible]

REFERENCE MATERIAL

1. ALTA/ACSM LAND TITLE SURVEY FOR COVERAGE PROPERTIES, INC., H. FORSYTH HOLDINGS, L.P., CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., AND FIDELITY NATIONAL TITLE INSURANCE COMPANY BY TERRAMARK LAND SURVEYING, INC., DATED 6/5/15
2. AVENUE FORSYTH PHASE ONE PLAT RECORDED IN PLAT BOOK 117, PAGES 310-329 FORSYTH COUNTY LAND RECORDS
3. AVENUE FORSYTH PHASE TWO PLAT RECORDED IN PLAT BOOK 128 PAGE 170 APPARAND LAND RECORDS
4. MINOR PLAT FOR THE SUBDIVISION AT FORSYTH PREPARED BY TERRAMARK LAND SURVEYING, INC. RECORDED IN PB. 146 PG. 38 APPERSAND LAND RECORDS
5. SITE PLANS PROVIDED BY FORSYTE GROUP LAST REVISED ON DEC. 22, 2014

TITLE NOTES

ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) OF FORSYTH COUNTY, GEORGIA (FIRM), NUMBERS 13117C0043F, DATED 3/4/2013, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.

SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF STATE ROUTE 141 AND FORSYTH CONNECTOR (A.K.A. POPLAR BRANCH PKWY).

GEORGIA REGISTERED LAND SURVEYOR ROBERT E. MINICK

Forsyth County Department of Planning & Community Development

[illegible]

Dear [illegible]:

[illegible]

Sincerely,

[illegible]
Senior Planner

[illegible]

TerraMark
TERRAMARK LAND SURVEYING, INC.

SITE DEVELOPMENT RECORD DRAWING
FOR
EARTH FARE SUPERMARKET
LOCATED IN
LAND LOT 322, 2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
3/3

MINOR PLAT FOR THE COLLECTION AT FORSYTH

LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY,
CUMMING, GEORGIA, 30041

REVISION ONE

THIS PLAT MODIFIES THAT PLAT RECORDED AT PLAT BOOK 117 PAGE 317 OF THE FORSYTH COUNTY, GEORGIA LAND RECORDS AND AFFECTS THE BOUNDARY LINES OF THE SHOPPING CENTER PARCEL AND OUTPARCELS 10 AND 11 ONLY (BUT NOT OUTPARCELS 1,2,3,4,5,6,7,8 AND 9). IT ALSO MODIFIES THE LOCATION OF THE ROADWAY ADJACENT TO OUTPARCELS 10 AND 11.

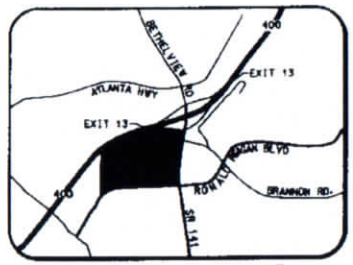
REVISION TWO

THIS PLAT MODIFIES AND SUPERCEDES THAT FINAL PLAT FOR THE AVENUE FORSYTH RECORDED AT PLAT BOOK 126 PAGE 226 OF THE FORSYTH COUNTY, GEORGIA LAND RECORDS BY MODIFYING THE SHOPPING CENTER PARCEL TO CREATE TRACTS 2 AND 3.

REVISION THREE

THIS PLAT MODIFIES AND SUPERCEDES THAT FINAL PLAT FOR THE COLLECTION AT FORSYTH RECORDED AT PLAT BOOK 138 PAGE 219 OF THE FORSYTH COUNTY, GEORGIA LAND RECORDS BY MODIFYING TRACT 3 TO REMOVE THE 10' GAP ON THE SOUTHERN PROPERTY LINE BETWEEN TRACT 3 AND OUTPARCELS 8, 9 & 7.

THE COLLECTION AT FORSYTH



LOCATION MAP
NOT TO SCALE

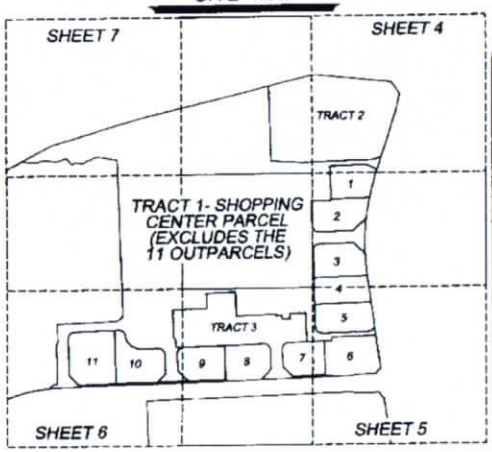
Doc ID: 014030480008 Type: PLT
Recorded: 02/20/2014 at 04:56:47 PM
Fee Amt: $64.00 Page 1 of 8
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 142 PG 124-131

APPROVED BY DEPARTMENT OF ENGINEERING
FEB 20 2014
RENEE P. HOGE, PE

APPROVED BY DEPARTMENT OF WATER SEWER
FEB 20 2014
Ben House, PE

FORSYTH COUNTY PLANNING AND DEVELOPMENT
FEB 19 2014
APPROVED BY SUSAN GREEN

SITE MAP



OWNER'S CERTIFICATE

I, THE UNDERSIGNED OWNER HEREBY DEDICATE THE ACCESS EASEMENT SHOWN ON THIS PLAT TO THE COMMON USE OF THE OWNER, OR OWNERS, OF THE LOT WITHIN THIS SUBDIVISION. IT IS FURTHER ACKNOWLEDGED THAT THE ACCESSWAY AND ANY IMPROVEMENTS WITHIN SUCH ACCESS EASEMENT SHALL NOT BE ACCEPTED BY FORSYTH COUNTY, GEORGIA, BUT SHALL REMAIN PRIVATELY OWNED AND MAINTAINED.

OWNER: FORSYTH OWNER I, L.P., A DELAWARE LIMITED PARTNERSHIP

WITNESS

NOTARY PUBLIC

CYNTHIA MURABELLI
Notary Public
Fulton County
State of Georgia
My Commission Expires Feb 7, 2017

OWNER'S CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND THAT ALL STATE AND LOCAL TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID.

OWNER: FORSYTH OWNER II, L.P., A DELAWARE LIMITED PARTNERSHIP

WITNESS

NOTARY PUBLIC

CYNTHIA MURABELLI
Notary Public
Fulton County
State of Georgia
My Commission Expires Feb 7, 2017

SURVEYORS CERTIFICATE

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-5, 43-15-19, 43-15-22.

GEORGIA REGISTERED LAND SURVEYOR PAUL B. CANNON

PAUL B. CANNON, RLS
REGISTERED NUMBER: 2928

1-16-14

TerraMark Land Surveying, Inc.
1340 Ridge Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax No. (770) 421-0955
www.terramark.com
C.O.A.#LSF000819

TerraMark
Professional Land Surveying

No.	Revision	Date
1	REVISE TRACT 3 PROPERTY	2/19/14

Project No. 2013-060
Survey Date: JK/DH
Drawn By: JDH
Approved By: PBC
Date: 10/24/13
Scale: 1"=100'

PATH: SURVEY, 2013, 2013-060 DCM MINOR PLAT.DGN

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
1/8

REFERENCE MATERIAL

1. GEORGIA STATE HIGHWAY DEPT FOR GA. HWY 400
FEDERAL AID PROJECT: APD-0008-1(14)RW
DATED: 09-17-71

2. DEPARTMENT OF TRANSPORTATION OF
THE STATE OF GEORGIA RW PLANS
FOR SR. 141 WIDENING PROJECT
FEDERAL AID PROJECT STP-134-1(39)

3. RIGHT OF WAY PLANS FOR THE FORSYTH CONNECTOR
PREPARED BY MORELAND ALTOBELLI ASSOCIATES INC
DATED: 11-13-02

4. ALTA/ACSM LAND TITLE SURVEY FOR
COUSINS PROPERTIES, INC
BY TERRAMARK LAND SURVEYING, INC.
DATED: 02/24/06

5. DESIGN PLANS PREPARED BY SOUTHERN
CIVIL ENGINEERS FOR THE AVENUE FORSYTH
PROVIDED IN ELECTRONIC FORMAT AND LAST
REVISED ON APRIL 16, 2007.

6. VESTING DEEDS TO AVENUE FORSYTH, LLC
RECORDED IN DB 4693, PAGES 694-735
AMONG THE LAND RECORDS OF
FORSYTH COUNTY, GEORGIA

7. PARCEL SEPARATION PLAT FOR THE AVENUE FORSYTH (PHASE 1)
RECORDED IN PLAT BOOK 117 PAGE 217
AMONG THE AFORESAID LAND RECORDS

8. ALTA/ACSM LAND TITLE SURVEY FOR
COUSINS PROPERTIES, INC.
BY TERRAMARK LAND SURVEYING, INC.
DATED: 08/21/12 AND LAST REVISED 11/30/12

9. LIMITED WARRANTY DEED TO
FORSYTH OWNER 1, L.P., A DELAWARE LIMITED PARTNERSHIP
RECORDED IN DB 8460 PAGES 227-336
DATED NOVEMBER 28, 2012
AMONG THE AFORESAID LAND RECORDS

10. FINAL PLAT FOR THE AVENUE FORSYTH
PREPARED BY TERRAMARK LAND SURVEYING, INC.
DATED JANUARY 21, 2008 AND LAST REVISED SEPTEMBER 13, 2009
RECORDED IN PB. 122 PG. 225
AMONG THE AFORESAID LAND RECORDS

11. FINAL PLAT FOR THE COLLECTION AT FORSYTH
PREPARED BY TERRAMARK LAND SURVEYING, INC.
RECORDED IN PB. 126 PG. 218
AMONG THE AFORESAID LAND RECORDS

FORSYTH COUNTY
PLANNING AND DEVELOPMENT
FEB 19 2014
APPROVED BY:
SUSAN GREEN

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 48°29'56" E	114.63'
L2	N 48°27'19" W	99.28'
L3	S 09°46'09" E	7.74'
L4	S 88°13'23" W	271.65'
L5	S 01°46'37" E	105.91'
L6	S 46°42'02" E	86.28'
L7	S 88°13'23" W	31.96'
L8	N 60°17'16" W	18.18'
L9	S 88°13'23" W	45.73'
L10	N 01°46'37" W	40.18'
L11	S 88°13'23" W	30.27'
L12	S 01°46'37" E	25.89'
L13	S 88°13'23" W	25.00'
L14	S 43°13'23" W	21.13'
L15	N 47°14'36" W	86.36'
L16	N 01°46'37" W	107.44'
L17	S 01°46'37" E	118.89'
L18	S 43°13'40" W	86.42'
L19	N 47°32'54" W	86.39'
L20	S 01°46'37" E	118.17'
L21	S 43°19'30" W	68.19'

CURVE TABLE

CURVE	ARC	RADIUS	CHORD	BEARING
C1	65.19'	41.50'	58.59'	S 46°46'37" E
C2	53.81'	58.50'	51.92'	N 81°02'30" E
C3	22.28'	86.37'	22.18'	S 78°26'11" W
C4	21.76'	13.96'	19.63'	S 43°42'36" W
C5	65.19'	41.50'	58.59'	S 43°13'23" W
C6	65.19'	41.50'	58.59'	N 43°13'23" E
C7	65.19'	41.50'	58.59'	S 46°46'37" E
C8	65.19'	41.50'	58.59'	N 43°13'23" E
C9	69.46'	41.50'	55.28'	S 80°02'54" E
C10	137.86'	94.50'	126.30'	S 50°02'58" E
C11	65.19'	41.50'	58.59'	S 46°46'37" E

AREA TABLE

TRACT 1 (SHOPPING CENTER PARCEL) -	1,723,108 SF	OR	39.5582 AC
TRACT 2 -	380,778 SF	OR	8.7415 AC
TRACT 3 -	203,267 SF	OR	4.6661 AC
TOTAL -	2,307,232 SF	OR	52.9658 AC

RIGHT OF WAY TRACT AND OUTPARCELS ARE NOT INCLUDED IN TOTAL

RIGHT OF WAY TRACT 3 - 3,238 SF OR 0.0741 AC

EASEMENT LEGEND

ALL EASEMENTS SHOWN PER REF. ITEM #8

#1	BELLSOUTH EASEMENT	DB. 4916 PG. 1
#2	POLE LINE EASEMENT	DB. 1870 PG. 152 & DB. 1912 PG. 164
#3	DRIVEWAY EASEMENT	DB. 1457 PG. 198
#4	SANITARY SEWER EASEMENT	DB. 5136 PG. 351
#5	INGRESS/EGRESS EASEMENT	DB. 4835 PG. 488 & DB. 5640 PG. 742
#6	POWER R/W EASEMENT	DB. 4784 PG. 867
#7	WATERLINE EASEMENT	DB. 5136 PG. 368
#8	RESTRICTED AREA	DB. 6234 PG. 215
#9	WALL MAINTENANCE AREA	DB. 4835 PG. 488 & DB. 5640 PG. 732
#10	LIMITED ACCESS	DB. 1488 PG. 72 & DB. 1460 PG. 20
#11	DRAINAGE EASEMENT	DB. 3236 PG. 191
#12	MEDIAN CUTS & TRAFFIC AGREEMENT	DB. 4803 PG. 742
#13	JOINT DRIVEWAY AREA	DB. 5187 PG. 1 & PB. 126 PG. 170
#14	UTILITY CONNECTION AREA	DB. 5187 PG. 1
#15	EASEMENT EXPANSION AREA	DB. 5686 PG. 718
#16	DRIVEWAY ACCESS POINT	DB. 1488 PG. 72 & DB. 1460 PG. 20
#17	28' DETENTION POND ACCESS EASEMENT	PB. 126 PG. 175

COUNTY NOTES

IRRIGATION SYSTEMS ARE PROHIBITED ON ALL EXISTING AND PROPOSED COUNTY RIGHT OF WAY AND CONSIDERED TO BE A VIOLATION OF THE COUNTY'S ORDINANCE PROHIBITING UNPERMITTED RIGHT OF WAY ENCROACHMENTS.

FORSYTH COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF ANY PIPES, DITCHES, DETENTION/WATER QUALITY PONDS OR OTHER STRUCTURES WITHIN ANY DRAINAGE EASEMENT BEYOND THE COUNTY RIGHT OF WAY.

UPON RECORDING OF THIS PLAT, ALL SANITARY SEWER EASEMENTS LOCATED ON THE SHOPPING CENTER PARCEL ARE DEDICATED TO FORSYTH COUNTY WATER & SEWER DEPARTMENT (OR PRIVATE SANITARY SEWER OWNERS) AND CANNOT BE REMOVED WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

MAINTENANCE OF WATER QUALITY FACILITY IS THE RESPONSIBILITY OF THE OWNER. THE OWNER AGREES TO PERFORM AN ANNUAL INSPECTION AND PROVIDE ANY NECESSARY MAINTENANCE.

NO BUILDINGS OR OTHER PERMANENT STRUCTURES, EXCLUDING THOSE FENCES REQUIRED ALONG WALLS PER FORSYTH COUNTY DEVELOPMENT STANDARDS, MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE FORSYTH COUNTY DEPARTMENT OF ENGINEERING.

NO BURY OR BURN SITES HAVE BEEN OBSERVED.

NO BUILDINGS OR OTHER PERMANENT STRUCTURES, EXCLUDING FENCES, MAY BE BUILT ON ANY SANITARY SEWER EASEMENT WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

DEVELOPER HAS 1-YEAR MAINTENANCE FROM THE DATE OF SIGN OFF ON ALL WATER AND SEWER INFRASTRUCTURE, INCLUDING PUMPING STATIONS, BEFORE COUNTY WILL ASSUME RESPONSIBILITY.

NO POOL DRAINS, DUMPSTER PADS, OR ROOF DRAIN DISCHARGE ALLOWED IN SANITARY SEWER LINES.

100-YEAR UPSTREAM ELEVATION AT PIPES INLETS ARE CONTAINED WITHIN THE STORM STRUCTURES, UNLESS OTHERWISE SHOWN.

WATER SOURCE IS THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER.
SANITARY SEWER SOURCE IS THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER

1/2" REBAR PINS SET AT ALL CORNERS.

APPROVED AS-BUILT REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE.

PERMANENT STRUCTURES OR FENCES WILL NOT BE ALLOWED IN THE SANITARY SEWER EASEMENT OR THE UTILITY EASEMENT WITHOUT PRIOR APPROVAL FROM THE FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

TITLE NOTES

1. ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) OF FORSYTH COUNTY, PANEL NUMBERS 13117C0145 F, DATED MARCH 4, 2013, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCE NOT SHOWN ON THIS SURVEY. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY BOTH RECORDED AND UNRECORDED.

3. AS OF THE DATE OF THIS SURVEY, TITLE TO PROPERTY APPEARS TO BE VESTED IN FORSYTH OWNER 1, L.P., A DELAWARE LIMITED PARTNERSHIP PER DB. 8460 PGS. 227-336, FORSYTH COUNTY, GA RECORDS.

4. SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF STATE ROUTE 141 AND THE FORSYTH CONNECTOR AKA RONALD REAGAN BOULEVARD.

SURVEY NOTES

EQUIPMENT USED:
A TOPCON 223 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

A TRIMBLE R-8 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.

CLOSURE STATEMENT:
TRACT 1 (SHOPPING CENTER PARCEL) HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 362,566 FEET. TRACT 2 IS ACCURATE WITHIN ONE FOOT IN 180,320 FEET. TRACT 3 IS ACCURATE WITHIN 162,784 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE OF ONE FOOT IN 37,106 FEET AND AN ANGULAR ERROR OF 1 PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83

ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES.

MEASURING UNITS OF THIS PLAT ARE IN U.S. SURVEY FEET.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY TO THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.

INFORMATION REGARDING STORM SEWER AND SANITARY SEWER AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE GROUND ELEVATION OF THE EXISTING STRUCTURE. TERRAMARK EMPLOYEES ARE NOT AUTHORIZED TO ENTER A CONFINED SPACES SUCH AS A STRUCTURE. THEREFORE, THERE IS NO CERTAINTY OF THE PIPE SIZES AND PIPE MATERIAL THAT ARE SHOWN ON THIS SURVEY. EXCAVATION BY A CERTIFIED CONTRACTOR IS THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE PIPE INFORMATION SHOWN HEREON.

STATE WATERS AND BUFFERS AS SHOWN HEREON ARE SUBJECT TO REVIEW BY LOCAL JURISDICTION OFFICIALS. IT IS THE RESPONSIBILITY OF THE LOCAL AUTHORITY TO DETERMINE SPECIFIC WATER CLASSIFICATION. THEREFORE TERRAMARK LAND SURVEYING ACCEPTS NO RESPONSIBILITY IN THE IDENTIFICATION OF SAID WATERS OR BUFFERS IDENTIFIED HEREON.

PROPERTY IS SUBJECT TO RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE WATER OF CREEKS AND BRANCHES CROSSING OR ADJOINING SUBJECT PROPERTY AND THE NATURAL FLOW THEREOF, FREE FROM DIMINUTION OR POLLUTION.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON SEPTEMBER 7, 2012.

SITE INFORMATION

OWNERS ADDRESS: FORSYTH OWNER 1, L.P., A
DELAWARE LIMITED PARTNERSHIP
410 PEACHTREE PARKWAY
CUMMING, GA. 30041
(770) 886-4801

ZONING: CSO : SEE ZONING CONDITIONS

LANDSCAPE STRIPS: FRONT YARD- 25', SIDE YARD- 8'
REAR YARD- 10'

PAUL S. CANNON
GEORGIA
LAND SURVEYOR
17614

TerraMark Land Surveying, Inc.
1384 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax No. (770) 421-0462
Email: Terramark@bellsouth.net
c/o J.C. Lawrence
TerraMark
Professional Land Surveying

Project No.	8/5/2013	No	Revision	Date
Survey Drawn:	JK/DW	1	REVISE TRACT 3 PROPERTY	12/20/13
Drawn By:	JDW			
Approved By:	PSC			
Date:	10/14/13			
Scale:	1"=100'	PATH: SURVEY\2013\8.2013-0360 DSW MINOR PLAT\DSW		

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
2/8

ZONING RESOLUTIONS

Forsyth County Department of Planning and Development

PLANNING • BUILDING INSPECTIONS • BUSINESS LICENSE

August 14, 2012

Lipscomb, Johnson, Sleister, Dailey & Smith, LLP
Attn: Emory Lipscomb
112 North Main Street
Cumming, GA 30040

Dear Mr. Lipscomb:

RE: ZAS 3047 (AZ12001F), Amendment of zoning conditions

Please be advised that the Board of Commissioners approved your request to amend condition #14 placed on ZAS 3047.

The conditions now read as follows:

1. All streams shall have a minimum 50 foot undisturbed buffer and 75 foot impervious setback measured from the top of the bank. If federal, state or local law requires a greater buffer and/or impervious setback, such as buffers required by the Part V criteria, the greater buffer and impervious setback shall apply.

2. The development must meet the flows of 1500 gpm, or irrigation demands, whichever is greater. All improvements to the County water and sewer systems that are required to serve this development, as determined by the Forsyth County Water and Sewer Department, shall be designed and constructed at the expense of the developer.

3. It will be the responsibility of the developer to install a sewer line to connect to the Forsyth County public sewer system. Sewer lines installed to serve this development will be sized to serve the entire basin. Line sizes and materials must be in accordance with the Forsyth County Sewer Master Plan. In cases of the project where public sewer is not installed, the developer shall provide a separate sewer easement (permanent and construction easement) for future installation of public sewer in all areas designated by the Department or by the Forsyth County Sewer Master Plan.

4. If road widening is required as part of the project, such as addition of a left turn lane or deceleration lane, any necessary water main relocation (as determined by Forsyth County) will be done at the developer's expense.

5. All improvements shall conform to Forsyth County Construction Standards and Specifications, latest edition.

6. Developer shall construct improvements on Ronald Reagan Boulevard and S. R. 141 as required by Department of Engineering and/or Georgia DOT based on final configuration of site plan.

7. Exterior construction hours including grading and site preparation shall be limited to 7:00 a.m. to 7:00 p.m., Monday thru Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. There shall be no outside construction on Sunday.

8. Deleted.

9. Garbage dumpsters shall be enclosed and gated. All pickup shall be between 6:00 a.m. and 9:00 p.m., Monday thru Saturday.

10. Signage on the subject property shall conform to the Forsyth County Sign Ordinance.

11. Exterior lighting fixtures shall be of a type and situated so that light is directed only downward. The fixtures shall be not closer than 3 feet of the perimeter of a parking lot. Fixtures shall be no more than 25 feet high and shall be designed so as to minimize light spillage to not more than 1-foot candle along the boundary of the property.

12. The applicant acknowledges the close proximity of the subject property to existing schools and a school under construction and further acknowledges that any business on the subject property that is engaged in the sale of alcoholic beverages must conform to the provisions of the Forsyth County Alcohol Ordinance and the applicable laws of the State of Georgia.

13. Site plan to be approved by the District 2 Commissioner.

14. The following uses shall not be permitted on the subject property:

    (a) Bars, lounges or nightclubs, provided that this shall not preclude a restaurant from having a bar;
    (b) 24 hour businesses, except drug stores, emergency medical facilities, hotels and gas stations;
    (c) Adult novelty stores
    (d) Adult entertainment stores
    (e) Pawn shops
    (f) Pool halls and
    (g) Tattoo parlors

This action was taken at their regular meeting on Thursday, August 2, 2012.

If you have any questions, please call.

Sincerely,

Tom Brown, AICP
Director

TB/lk

110 EAST MAIN STREET • SUITE 180 • CUMMING, GEORGIA 30040 • (770) 781-2115 • FAX (770) 781-2159

OPEN SPACE CALCULATIONS

PREPARED BY THE FORESITE GROUP, INC.

OPEN SPACE CLACULATIONS	AREA IN SQ FT
TRACT 1 OPEN SPACE	378,724 SQ FT
TRACT 1 TOTAL AREA	1,723,198 SQ FT
	0.220 = 22%
TRACT 2 OPEN SPACE	109,043 SQ FT
TRACT 2 TOTAL AREA	380,779 SQ FT
	0.286 = 29%
TRACT 3 OPEN SPACE	30,569 SQ FT
TRACT 3 TOTAL AREA	203,257 SQ FT
	0.150 = 15%

PARKING CALCULATIONS

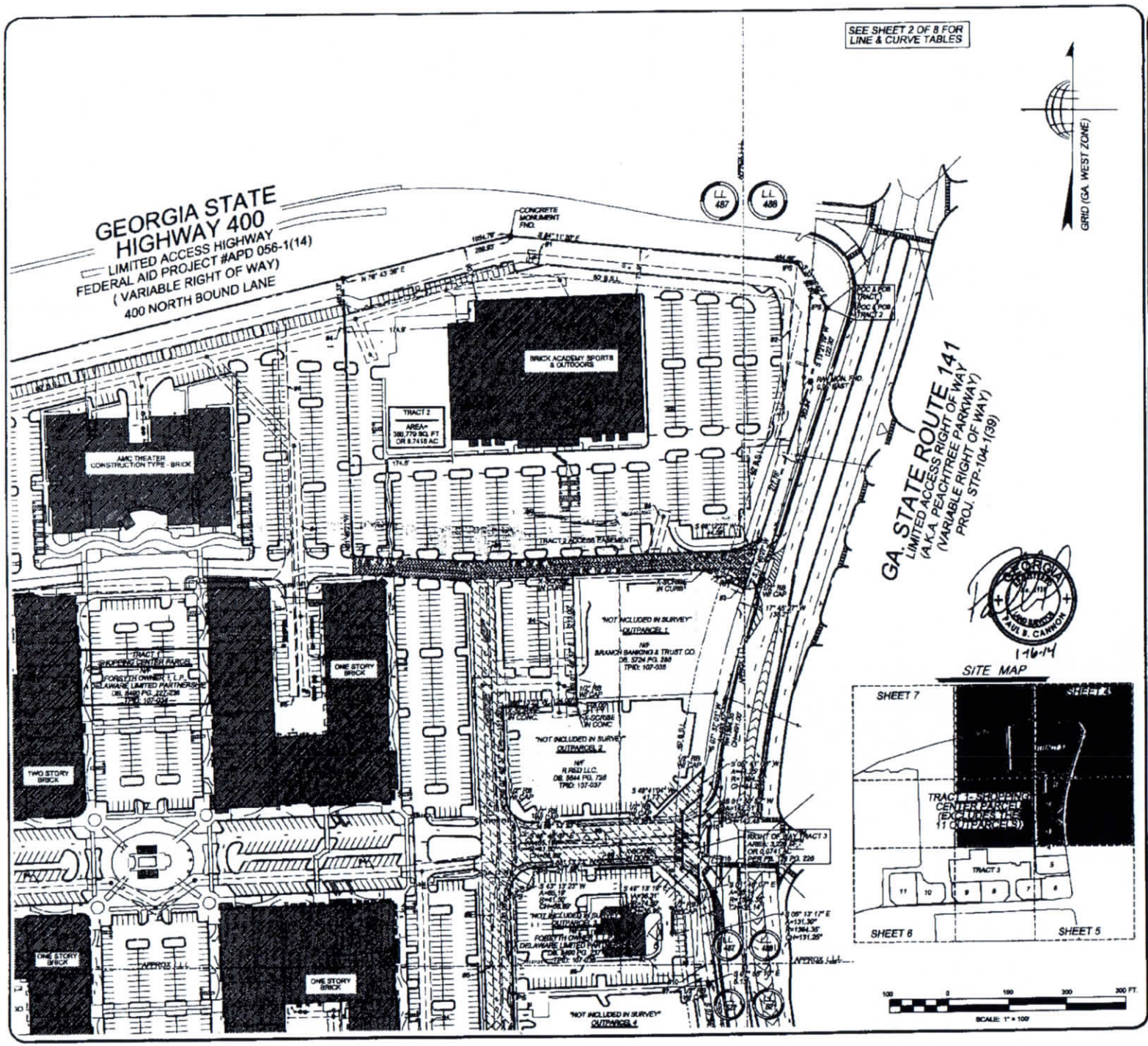
PREPARED BY THE FORESITE GROUP, INC.

Parking Calculations	Building SF	Parking Requirements	Proposed Parking
Tract 1	471,491 SF	1,126 Spaces (@ 4.5/1,000 SF- joint parking)	1,781
Tract 2	72,668 SF (Academy Sports)	327 Spaces (@ 4.5/1,000 SF- joint parking)	447 Spaces
Tract 3			347 Spaces

TerraMark Professional Land Surveying
Terramark Land Surveying, Inc.
1360 Main Street, Suite 1000
Lawrenceville, Georgia 30043
Phone No. (770) 451-1927
Fax No. (770) 451-4442
www.Terramark.com
C.O.A. #LSF000818

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
3/8



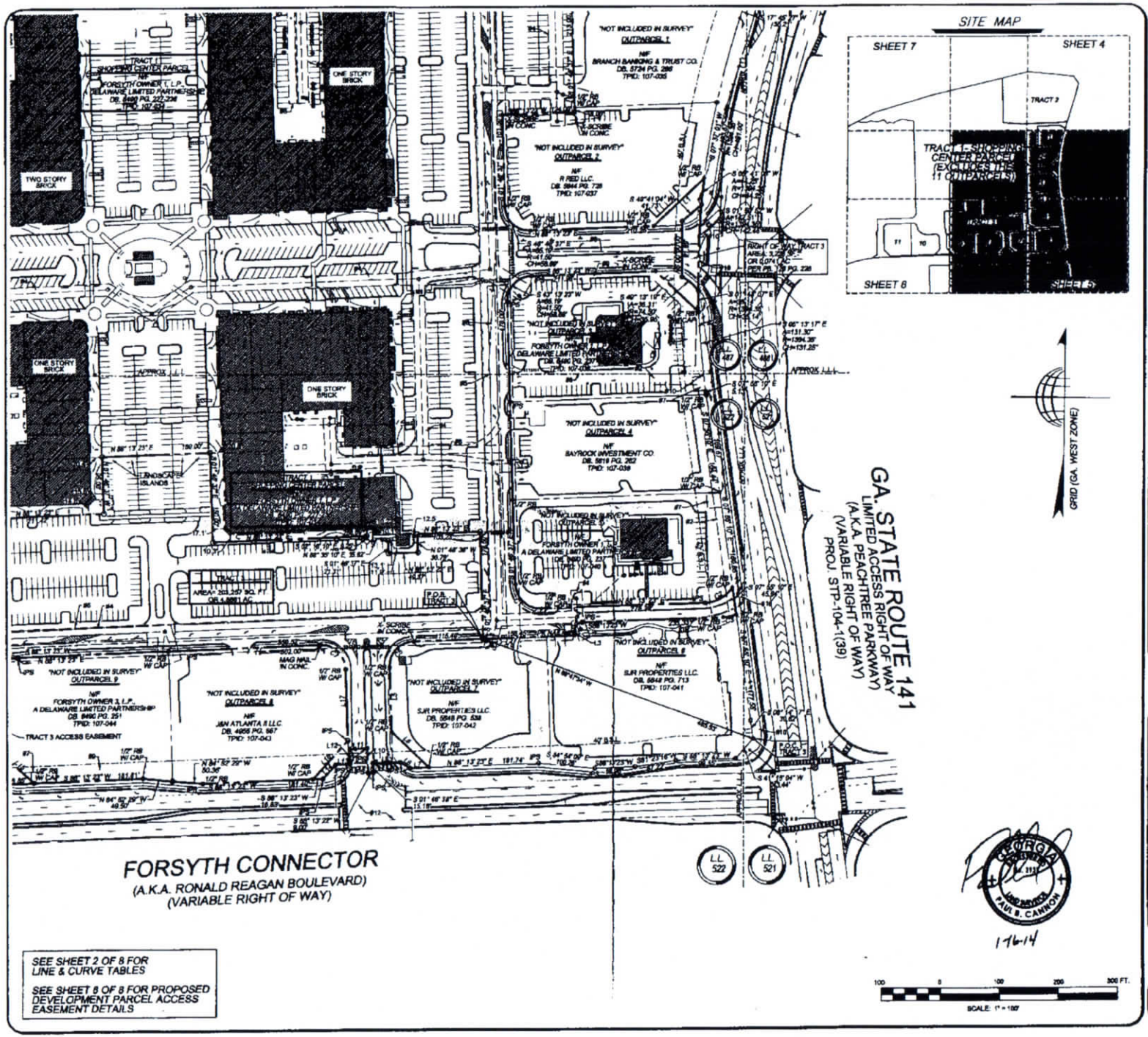
TerraMark Professional Land Surveying

TerraMark Land Surveying, Inc
1300 Bells Ferry Road
Marietta, Georgia 30006
Phone No. (770) 421-1927
Fax. No. (770) 421-0652
www.TerraMark.com
C.O. A# LSF000510

Project No.	Revision	Date
Survey Crew: JK,DW	REVISE TRACT 3 PROPERTY	01/16/14
Drawn By: JDW		
Approved By: PSC		
Date: 10/14/13		
Scale: 1"=100'	PATH: SURVEY1,2013,2013-GWEN DGN MINOR PLAT.DGN	

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
4/8



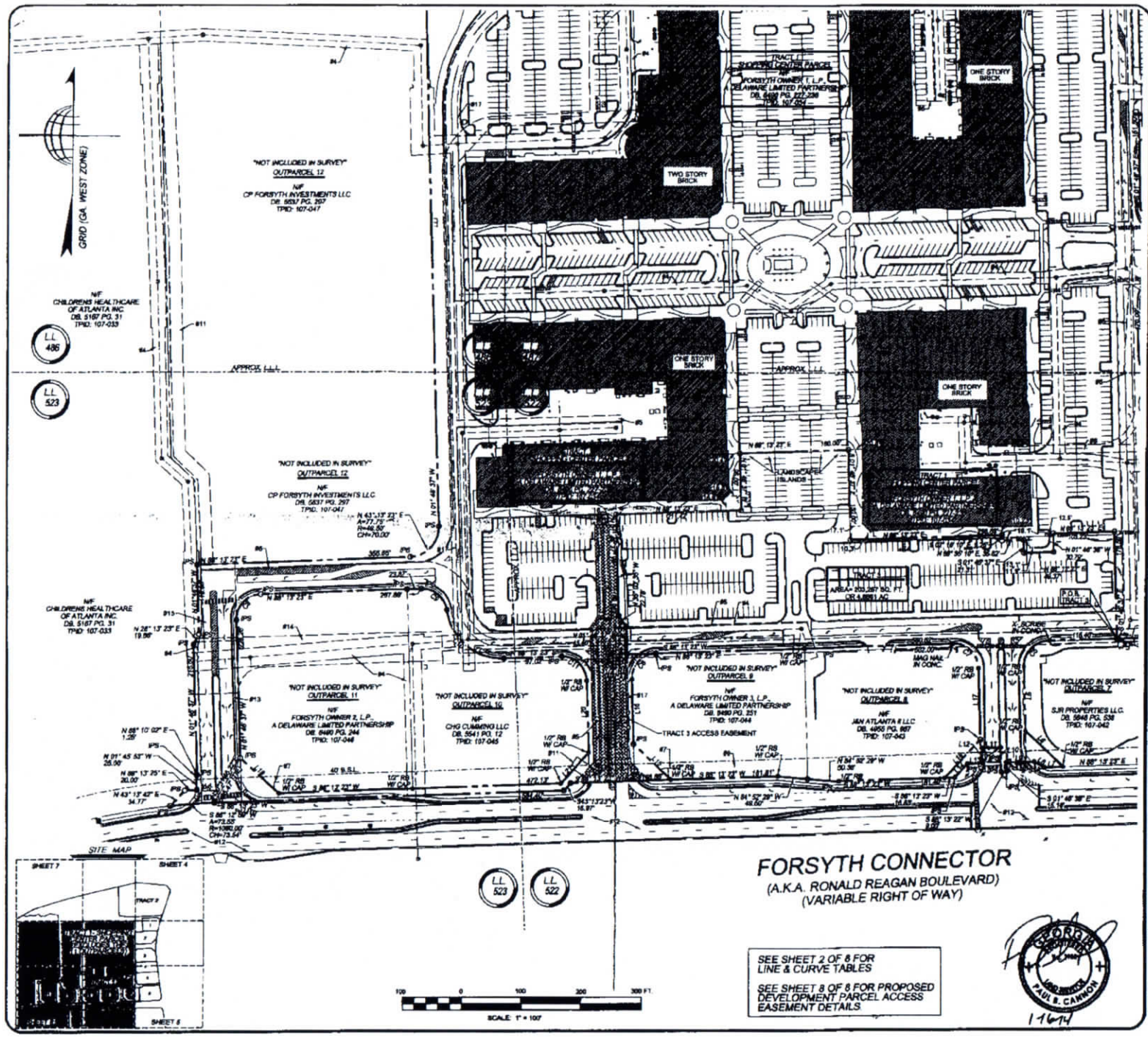
SEE SHEET 2 OF 8 FOR LINE & CURVE TABLES

SEE SHEET 8 OF 8 FOR PROPOSED DEVELOPMENT PARCEL ACCESS EASEMENT DETAILS

PAUL B. CANNON
11/14

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO. 5/8



TerraMark
Professional Land Surveying

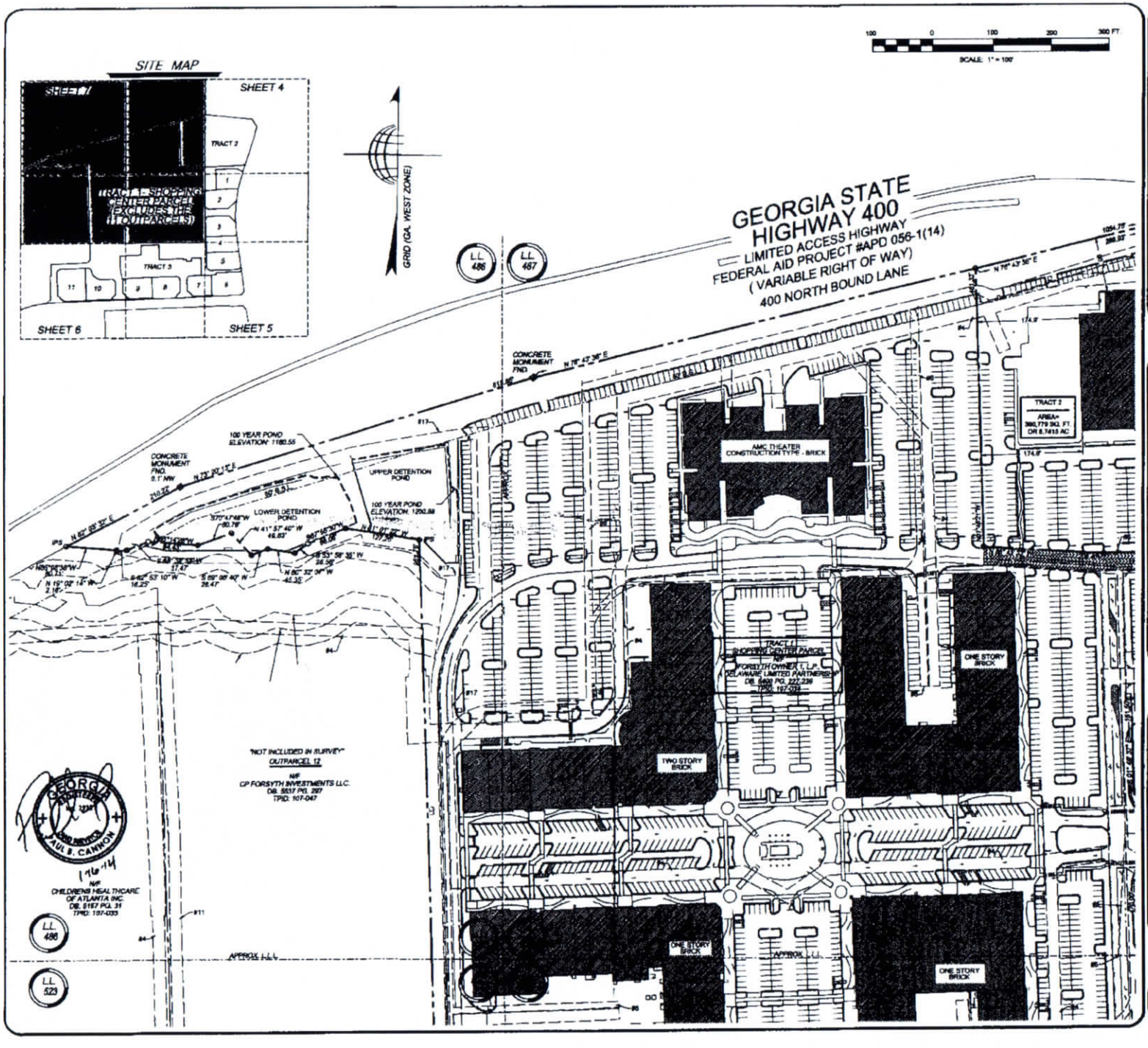
TerraMark Land Surveying, Inc.
1384 Wells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax No. (770) 421-0441
www.terramarkls.com
C.O.A.# LSF000819

No.	Revision	Date
1	REVISE ENTRANCE AND UTILITY	3/17/06
2	REVISE SURVEY PER 2013 OBED DRY MINOR PLAT	10/28/13

Project No.	2005-0000
Survey Chief	JK/DW
Drawn By	JDH
Approved By	PSC
Date	10/14/13
Scale	1"=100'

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
6/8



TerraMark Land Surveying, Inc.
1384 Eagle Drive Road
Loganville, Georgia 30052
Phone No. (770) 431-1931
Fax No. (770) 431-0562
www.terramark.com
C.O.A.# LSF000819

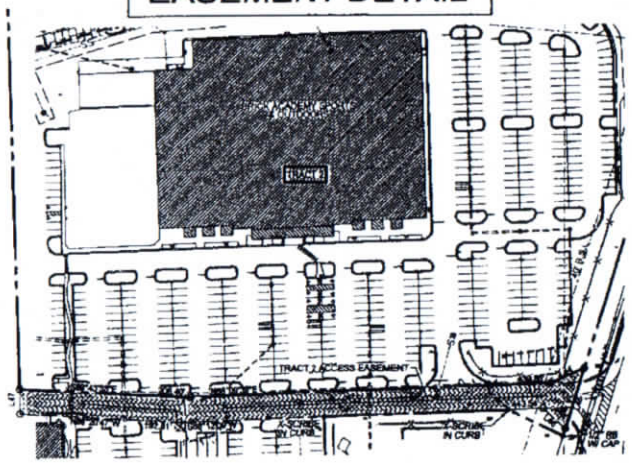
TerraMark
Professional Land Surveying

Project No.	07-0080	No	Revision	Date
Survey Date:	JK/DW	1	REVISE TRACT 2 PROPERTY	7/17/14
Drawn By:	JDH	2		
Approved By:	PBC	3		
Date:	10/24/12	4		
Scale:	1"=100'	PATH: SURVEY\2012\07-0080 Dorr Minor PLAT.DGN		

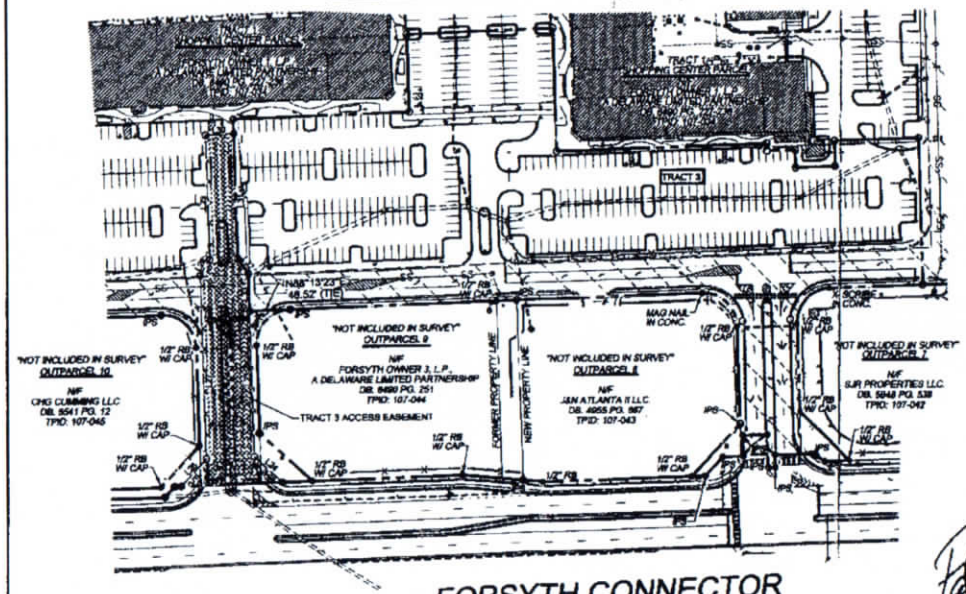
MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO
7/8

TRACT 2 ACCESS EASEMENT DETAIL



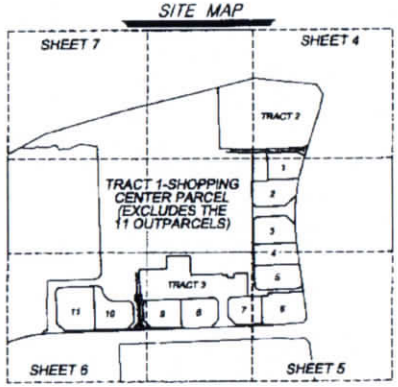
TRACT 3 ACCESS EASEMENT DETAIL



FORSYTH CONNECTOR
(A.K.A. RONALD REAGAN BOULEVARD)
(VARIABLE RIGHT OF WAY)

GRID (GA. WEST ZONE)

SITE MAP



LINE TABLE

LINE	BEARING	DISTANCE
L25	S 01°46'37" E	177.15'
L26	S 46°52'54" E	24.84'
L27	N 88°13'23" W	124.84'
L28	N 43°13'56" E	48.84'
L29	N 01°46'37" W	222.54'
L30	N 31°30'21" E	32.74'
L31	N 01°46'37" W	181.74'
L32	N 88°13'23" E	36.00'
L33	S 01°46'37" E	181.74'
L34	S 31°30'21" W	32.74'
L35	S 01°46'37" E	45.84'
L36	N 88°13'23" E	24.84'
L37	S 11°45'27" W	75.04'
L38	N 46°16'52" W	38.42'
L47	N 00°41'21" W	29.52'

EASEMENT LEGEND

- TRACT 2 ACCESS EASEMENT
- TRACT 3 ACCESS EASEMENT
- INGRESS/EGRESS EASEMENT (DB. 4938 PG. 499 & DB. 5540 PG. 742)

SURVEY NOTES

CLOSURE STATEMENT:
THE TRACT 2 ACCESS EASEMENT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 139,913 FEET. THE TRACT 3 ACCESS EASEMENT IS ACCURATE WITHIN ONE FOOT IN 94,175 FEET.

EASEMENT AREA TABLE

TRACT 2 ACCESS EASEMENT	39,245 SQ FT OR 0.4658 AC
TRACT 3 ACCESS EASEMENT #1	27,389 SQ FT OR 0.8175 AC
TOTAL ACCESS EASEMENT AREA	43,684 SQ FT OR 0.9987 AC

GEORGIA REGISTERED 3928 LAND SURVEYOR
JOHN B. CANNON

11614

TerraMark Land Surveying, Inc.
1340 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1661
Fax No. (770) 421-9442
C.O.A.# LSF000810
TerraMark Professional Land Surveying

Project No.	2012-080	Revision	REVISE TRACT 3 PROPERTY	Date	8/10/13
Survey Crew	KC/DW	No.			
Drawn By:	JDW	#1	8/10/13	KC/DW	
Approved By:	PBC	#2	8/26/13	JDW	
Date:	10/16/12	#3	9/4/13	PBC	
Scale:	1"=100'	#4	9/10/13	PBC	

ALTA SURVEY 10/16/2012 REVISED PER MINOR PLAT COMM

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
8/8
DRAWING# TM12-024C

DRI #1131

PB 126 PG 226-234

FINAL PLAT FOR THE AVENUE FORSYTH (PHASE I)

LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523 2ND DISTRICT, 1ST SECTION CUMMING, 30041, FORSYTH COUNTY, GEORGIA

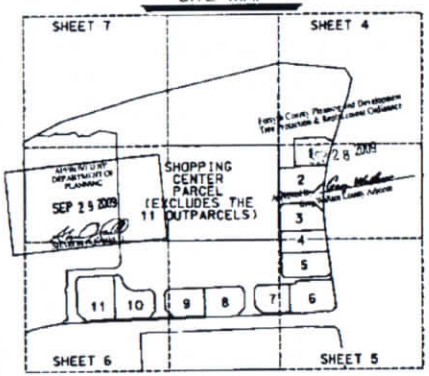
APPROVED BY: DEPARTMENT OF WATER & SEWER
SEP 29 2009

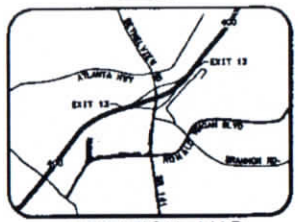
APPROVED BY: TAX ASSESSORS
SEP 28 2009

APPROVED BY: DEPARTMENT OF PLANNING
SEP 29 2009
A. BRET POWELL

SEP 29 2009

SITE MAP





LOCATION MAP

NOT TO SCALE

REVISION NOTE

THIS PLAT MODIFIES THAT PLAT RECORDED AT PLAT BOOK 117 PAGE 211 OF THE FORSYTH COUNTY, GEORGIA LAND RECORDS AND AFFECTS THE BOUNDARY LINES OF THE SHOPPING CENTER PARCEL AND OUTPARCELS 10 AND 11 ONLY BUT NOT OUTPARCELS 1,2,3,4,5,6,7,8 AND 9. IT ALSO MODIFIES THE LOCATION OF THE ROADWAY ADJACENT TO OUTPARCELS 10 AND 11.

COUNTY CERTIFICATE

PURSUANT TO THE UNIFIED DEVELOPMENT CODE OF FORSYTH COUNTY, GEORGIA AND ALL REQUIREMENTS OF APPROVAL HAVING BEEN FULFILLED, THIS FINAL PLAT WAS GIVEN FINAL APPROVAL BY ALL REVIEWING DEPARTMENTS, WITH APPROVAL BY THE DIRECTOR, OR A DESIGNEE OF THE PLANNING & DEVELOPMENT DEPARTMENT. THE ISSUING AUTHORITY FOR FORSYTH COUNTY. THIS FINAL PLAT IS ENTITLED TO RECORDATION IN THE CLERK'S OFFICE, FORSYTH COUNTY SUPERIOR COURT, ON OR AFTER THE DATE AS INDICATED ON THE PLANNING & DEVELOPMENT DEPARTMENT APPROVAL STAMP AS FOUND ON THE COVER SHEET OF THESE PLANS.

OWNER'S CERTIFICATE

THE OWNER OF THE SHOPPING CENTER PARCEL AND OUTPARCELS 1,2,3,4,5,6,7,8,10 AND 11 AS SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HEREIN, IN PERSON OR THROUGH DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THE SHOPPING CENTER PARCEL AND OUTPARCELS 2,3,4,5,6,7,8,9,10 AND 11 HAVE BEEN PAID. SAID OWNER DONATES AND DEDICATES TO THE PUBLIC FOR USE FOREVER THE STREET RIGHT-OF-WAY AREAS, NUMBER 1 AND NUMBER 2 AS EACH IS SHOWN ON THIS PLAT, THE SANITARY SEWER EASEMENTS RECORDED AT DEED BOOK 5135, PAGE 384 OF THE FORSYTH COUNTY, GEORGIA LAND RECORDS AND THE WATERLINE EASEMENTS RECORDED AT DEED BOOK 5135 PAGE 386 OF THE AFORESAID LAND RECORDS AS SHOWN ON THIS PLAT.

OWNER: AVENUE FORSYTH, LLC, A GEORGIA LIMITED LIABILITY COMPANY; BY: COUSINS PROPERTIES INCORPORATED, AS DEVELOPMENT MANAGER OF CP VENTURE IV HOLDINGS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS SOLE MEMBER OF CP VENTURE SUB, LLC A DELAWARE LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF AVENUE FORSYTH LLC

WITNESS

NOTARY PUBLIC

OWNER: CP-FORSYTH INVESTMENTS, LLC, A GEORGIA LIMITED LIABILITY COMPANY, BY: COUSINS PROPERTIES INCORPORATED, ITS SOLE MEMBER.

WITNESS

NOTARY PUBLIC

ENGINEERS CERTIFICATE

I CERTIFY THAT THE WATER DISTRIBUTION SYSTEM AND/OR SANITARY SEWER SYSTEM FOR THIS SITE AS DEPICTED BY THE AS-BUILT DRAWING RECORDED AT PB. 121 PG. 1 OF THE FORSYTH COUNTY, GEORGIA LAND RECORDS WAS CONSTRUCTED IN ACCORDANCE WITH THE PLANS APPROVED BY THE FCDWS. THE INFORMATION SUBMITTED ON THIS AS-BUILT DRAWING IS TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, CORRECT AND COMPLETE.

GEORGIA REGISTERED PROFESSIONAL ENGINEER

9/3/09

SURVEY NOTES

EQUIPMENT USED:
A TOPCON 223 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

CLOSURE STATEMENT:
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 370,172 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE OF ONE FOOT IN 37,183 FEET AND AN ANGULAR ERROR OF 1 PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING (GA WEST ZONE).

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN HEREON MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON JUNE 1, 2006. ADDITIONAL FIELD WORK WAS COMPLETED ON MAY 17, 2007. ADDITIONAL FIELD WORK WAS COMPLETED ON JANUARY 21, 2009.

SITE INFORMATION

OWNERS ADDRESS: AVENUE FORSYTH, LLC
c/o COUSINS PROPERTIES, INCORPORATED
191 PEACHTREE STREET
ATLANTA, GEORGIA 30303-1740
PHONE (404) 407-1000
SHOPPING CENTER PARCEL

CP-FORSYTH INVESTMENTS, LLC
c/o COUSINS PROPERTIES, INCORPORATED
191 PEACHTREE STREET
ATLANTA, GEORGIA 30303-1740
PHONE (404) 407-1000
OUTPARCELS: 2,3,4,5,6,7,8,10, AND 11.

COLONIAL BANK, N.A.
6800 ASHFORD DUNWOODY ROAD, SUITE 200
ATLANTA, GEORGIA 30338
PHONE (770) 379-6500
OUTPARCEL 1

J & M ATLANTA II, LLC
3755 CORPORATE WOODS DRIVE
VESTAVIA HILLS, AL 35242
PHONE (205) 451-1872
OUTPARCEL 9

ZONING: CBD ; SEE ZONING CONDITIONS
LANDSCAPE STRIPS: FRONT YARD- 20', SIDE YARD- 0'
REAR YARD- 10'

SURVEYORS CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES: THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH MINIMUM STANDARD DETAIL REQUIREMENTS FOR THE STATE OF GEORGIA AND PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY THE STATE OF GEORGIA AND IN EFFECT AT THE TIME OF THIS CERTIFICATION.

REGISTERED GEORGIA LAND SURVEYOR

REGISTERED NUMBER: 2928

TerraMark

COVER SHEET

FINAL PLAT FOR THE AVENUE FORSYTH (PHASE I) LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523 2ND DISTRICT, 1ST SECTION FORSYTH COUNTY, GEORGIA

SHEET NO. 1 / 9

DRI #1131

REFERENCE MATERIAL

1. GEORGIA STATE HIGHWAY DEPT FOR SR. HWY 400
   FEDERAL AID PROJECT. APD-0056-(1141)MM
   DATED: 09-11-73

2. DEPARTMENT OF TRANSPORTATION OF
   THE STATE OF GEORGIA R/W PLANS
   FOR SR. 141 WIDENING PROJECT
   FEDERAL AID PROJECT STP-104-(139)

3. RIGHT OF WAY PLANS FOR THE FORSYTH CONNECTOR
   PREPARED BY: HORELAND ALTOBELLI ASSOCIATES, INC.
   DATED: 11-13-02

4. ALTA/ACSM LAND TITLE SURVEY FOR
   COUSINS PROPERTIES, INC.
   BY TERRAMARK LAND SURVEYING, INC.
   DATED: 02/24/06

5. DESIGN PLANS PREPARED BY SOUTHERN
   CIVIL ENGINEERS FOR THE AVENUE FORSYTH
   PROVIDED IN ELECTRONIC FORMAT AND LAST
   REVISED ON APRIL 16, 2007.

6. VESTING DEEDS TO AVENUE FORSYTH, LLC
   RECORDED IN DB 14603, PAGES 884-138
   AMONG THE LAND RECORDS OF
   FORSYTH COUNTY, GEORGIA

7. PARCEL SEPARATION PLAT FOR THE AVENUE FORSYTH (PHASE 1)
   RECORDED IN PLAT BOOK 117 PAGE 217
   AMONG THE AFORESAID LAND RECORDS

CURVE TABLE

	RADIUS	ARC	CHORD BEARING	CHORD
C-1	41.50	65.19	N 46°46'37" W	58.69
C-2	41.50	65.19	N 43°13'23" E	58.69
C-3	56.50	53.61	S 81°02'30" W	51.62
C-3	41.50	65.19	N 46°46'37" W	58.69
C-4	13.98	21.76	N 43°42'36" E	19.63
C-5	36.37	22.29	N 78°36'11" E	22.18
C-7	41.50	65.19	N 43°13'23" E	58.69
C-8	41.50	65.19	S 46°46'37" E	58.69
C-9	41.50	65.19	N 43°13'23" E	58.69
C-10	41.50	65.19	S 46°46'37" E	58.69
C-11	41.50	65.19	N 43°13'23" E	58.69
C-16	1394.35	151.29	S 08°15'17" E	151.25
C-17	1050.00	73.55	N 86°12'59" E	73.54

AREA TABLE PHASE I

SHOPPING CENTER PARCEL —			2,307,232 SF—	52.9660 AC
OUTPARCEL 1—	—	—	83,578 SF—	1.2300 AC
OUTPARCEL 2—	—	—	64,971 SF—	1.4823 AC
OUTPARCEL 3—	—	—	64,088 SF—	1.4713 AC
OUTPARCEL 4—	—	—	55,556 SF—	1.2754 AC
OUTPARCEL 5—	—	—	80,056 SF—	1.4935 AC
OUTPARCEL 6—	—	—	72,931 SF—	1.7890 AC
OUTPARCEL 7—	—	—	33,080 SF—	1.2180 AC
OUTPARCEL 8—	—	—	62,401 SF—	1.4325 AC
OUTPARCEL 9—	—	—	59,191 SF—	1.3588 AC
OUTPARCEL 10—	—	—	70,108 SF—	1.6085 AC
OUTPARCEL 11—	—	—	91,988 SF—	2.1117 AC
EXISTING RIGHT OF WAY #1—			6,722 SF —	0.1543 AC
EXISTING RIGHT OF WAY #2—			4,875 SF —	0.1119 AC
PROPOSED RIGHT OF WAY #3—			3,228 SF —	0.0741 AC
TOTAL AREA			3,039,608 SF	69.7776 AC

LINE TABLE

L-1	S 88°13'23" E	16.97'
L-2	S 01°46'37" W	168.81'
L-3	S 88°13'23" E	19.13'
L-4	S 01°46'37" W	19.13'
L-5	S 88°13'23" E	5.00'
L-6	S 01°46'37" W	60.00'
L-7	S 88°13'23" E	22.21'
L-8	S 01°46'37" W	22.21'
L-9	S 01°46'37" W	22.21'
L-10	S 88°13'23" E	15.00'
L-11	S 43°13'23" E	11.31'
L-12	S 88°13'23" E	11.31'
L-13	S 88°13'23" E	15.00'
L-14	S 88°13'23" E	15.00'
L-15	S 88°13'23" E	15.00'
L-16	S 88°13'23" E	15.00'
L-17	S 88°13'23" E	15.00'
L-18	S 88°13'23" E	15.00'
L-19	S 88°13'23" E	15.00'
L-20	S 88°13'23" E	15.00'
L-21	S 88°13'23" E	15.00'
L-22	S 88°13'23" E	15.00'
L-23	S 88°13'23" E	15.00'
L-24	S 88°13'23" E	15.00'
L-25	S 88°13'23" E	15.00'
L-26	S 88°13'23" E	15.00'
L-27	S 88°13'23" E	15.00'
L-28	S 88°13'23" E	15.00'
L-29	S 88°13'23" E	15.00'
L-30	S 88°13'23" E	15.00'
L-31	S 88°13'23" E	15.00'
L-32	S 88°13'23" E	15.00'
L-33	S 88°13'23" E	15.00'
L-34	S 88°13'23" E	15.00'
L-35	S 88°13'23" E	15.00'
L-36	S 88°13'23" E	15.00'
L-37	S 88°13'23" E	15.00'
L-38	S 88°13'23" E	15.00'
L-39	S 88°13'23" E	15.00'
L-40	S 88°13'23" E	15.00'
L-41	S 88°13'23" E	15.00'
L-42	S 88°13'23" E	15.00'
L-43	S 88°13'23" E	15.00'
L-44	S 88°13'23" E	15.00'
L-45	S 88°13'23" E	15.00'
L-46	S 88°13'23" E	15.00'
L-47	S 88°13'23" E	15.00'
L-48	S 88°13'23" E	15.00'

LINE TABLE

L-50	N 02°39'22" E	40.06'
L-51	N 75°49'22" E	19.68'
L-52	N 75°49'22" E	19.68'
L-53	N 75°49'22" E	19.68'
L-54	N 75°49'22" E	19.68'

DRI •1131

ZONING RESOLUTIONS

A RESOLUTION

By

THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY, GEORGIA WHEREAS, a request has been received that this Board further amend the Comprehensive Zoning and Land Use Resolution of Forsyth County, Georgia, adopted December 10, 1979, as amended, together with the zoning maps likewise duly adopted and amended; and,

WHEREAS, Zoning Application No. 1431, Sanford H. Drkin was presented to the Planning Department which caused to be published in the Forsyth County News, a newspaper of general circulation in Forsyth County in which Sheriff's advertisements are published, a notice of hearings and,

WHEREAS, the aforesaid notice of public hearing (a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference) was published more than 15 days prior to the public hearings and,

WHEREAS, the Planning Commission held a public hearing at the time and place set forth in the notice thereof pursuant to the authority delegated by this Board; and,

WHEREAS, the report and recommendation of the Planning Commission (attached hereto as Exhibit "B" and incorporated herein by reference) has been received regarding the subject property described on Exhibit "C" attached hereto and incorporated herein by reference; and,

WHEREAS, this Board has considered the proposed amendment in light of the Master Plan as adopted and interpreted by the Planning Commissions and, has examined the views expressed at the public hearing, the subject parcel and surrounding area, the statutory zoning criteria, and the need to modify the exercise of the police power with regard to this particular parcel as such exercise relates to the comprehensive exercise of that power throughout the unincorporated area of Forsyth County, Georgia;

NOW THEREFORE,

BE IT RESOLVED, that the parcel described on Exhibit "C" should be, and hereby is, declared to be zoned as a Commercial Business District (CBD) (with conditional Use Districts and,

BE IT FURTHER RESOLVED,

1) Provisions of water to the site by the developer in accordance with the county's water policy prior to issuance of any building permits.

2) Provisions of state and county approved waste water treatment facilities and proof of dedication of sufficient land to accommodate the needs if spray application is the form of waste water treatment. Adequate land must be set aside and shall be by recorded instrument, setting aside the land for as long as necessary to be used for spraying of treated effluent from the project either on site or another location approved by the County and State. All expenses concerning waste water treatment will be at the expense of the developer. All necessary easements for sewer (40' for temporary and 20' for permanent) shall be obtained by the developer and deeded to the County. Storm drainage and sediment controls must be in accordance with both state and county requirements.

3) The entrance shall be landscaped and signage shall be installed in accordance with plans submitted to and approved by the Forsyth County Planning Department. These plans must be submitted to the Planning Department upon application for the grading permit for roads to be constructed for the development. Plans must be prepared by licensed landscape architect.

4) The development road entrance and any required road improvements shall be as approved by the appropriate local and state authorities including necessary acceleration and deceleration lanes. An additional ten feet (60' from center line, up to a total of 120') of right of way shall be dedicated, if needed, to the appropriate governmental authority for any frontage of the property adjoining Georgia State Route 141, and developer shall pay for proportionate share of necessary road improvements as shown by a traffic study to be provided by the developer and approved by Forsyth County.

5) All streets in development must be curbed and guttered.

6) Dumpster screens and outdoor storage - 6 feet high or higher as necessary - lattice brick or stone material. Must screen items stored or dumpster from public road and adjoining property.

7) No noxious or offensive trades, services or activities shall be conducted on the property or any portion thereof that may be or become a public nuisance to the surrounding neighbors of any portion of the property by reason of unsightliness or excessive emission or odors, fumes, smoke, vibrations, dirt, dust, glare, waste or noise.

8) All buildings in the development must be of masonry construction. Prohibited construction materials shall include, without limitation, exposed concrete block, weeping mortar joints and unnatural brick tones.

9) Building Maintenance - Every owner of a site comprising a portion of the property shall maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair, and said owner shall keep such premises planted, with lawns cut, shrubbery trimmed, windows cleaned and otherwise maintain such sites in an aesthetically pleasing manner.

10) Landscaping of Lots - Every building site shall be landscaped in accordance with plans and specifications submitted to and approved by Forsyth County. Developer shall include his specifications in his protective covenants which must be attached to these zoning conditions. All disturbed or graded areas of a building site shall be grassed or covered with plants or landscaping materials. Landscaping shall be completed within sixty (60) days of occupancy or completion of the building, whichever event shall first occur. All landscaping shall be maintained by the buildings owner or owners. This item must be covered by restrictive covenants of the developer. Final approval by Forsyth County Planning Department.

11) All utilities must be underground.

12) Hester Road may not be used as an entrance to the development until it is brought up to Forsyth County standards.

13) Buffers - To be installed in accordance with site plan submitted to and approved by Forsyth County. Any property adjoining property not zoned CBD or MI must have a 25' densely planted buffer of 6' Virginia pines or red tip photenia.

14) Since the site plan submitted is in concept only, before any grading permits or actual development, the actual plans for each development lot, streets and building must be submitted to the Forsyth County Board of Commissioners and the Forsyth County Planning Department for approval. Also a current, updated traffic study will need to be submitted before actual development begins.

15) All restrictive covenants submitted by the developer in the application process will become a part of the zoning conditions. All zoning conditions shall run with title to and bind the property and shall inure to the benefit of and be enforced by Forsyth County until legally removed by the Forsyth County Commissioners, as permitted by law.

BE IT FURTHER RESOLVED, that this Resolution be made a part of the minutes of the meeting held this date and that the County Administrator transmit a copy thereof to the Planning Department.

SO RESOLVED, this 10 day of July, 1989.

Sanford H. Drkin
ZAP 1431
Page 3 of 4

A RESOLUTION

By

THE BOARD OF COMMISSIONERS OF FORSYTH COUNTY, GEORGIA WHEREAS, a request has been received that this Board further amend the Comprehensive Zoning and Land Use Resolution of Forsyth County, Georgia, adopted December 10, 1979, as amended, together with the zoning maps likewise duly adopted and amended; and,

WHEREAS, Zoning Application No. 1432, Sanford H. Drkin was presented to the Planning Department which caused to be published in the Forsyth County News, a newspaper of general circulation in Forsyth County in which Sheriff's advertisements are published, a notice of hearings and,

WHEREAS, the aforesaid notice of public hearing (a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference) was published more than 15 days prior to the public hearings and,

WHEREAS, the Planning Commission held a public hearing at the time and place set forth in the notice thereof pursuant to the authority delegated by this Board; and,

WHEREAS, the report and recommendation of the Planning Commission (attached hereto as Exhibit "B" and incorporated herein by reference) has been received regarding the subject property described on Exhibit "C" attached hereto and incorporated herein by reference; and,

WHEREAS, this Board has considered the proposed amendment in light of the Master Plan as adopted and interpreted by the Planning Commissions and, has examined the views expressed at the public hearing, the subject parcel and surrounding area, the statutory zoning criteria, and the need to modify the exercise of the police power with regard to this particular parcel as such exercise relates to the comprehensive exercise of that power throughout the unincorporated area of Forsyth County, Georgia;

NOW THEREFORE,

BE IT RESOLVED, that the parcel described on Exhibit "C" should be, and hereby is, declared to be zoned as a Commercial Business District (CBD) (with conditional Use Districts and,

BE IT FURTHER RESOLVED,

1) Provisions of water to the site by the developer in accordance with the county's water policy prior to issuance of any building permits.

2) Provisions of state and county approved waste water treatment facilities and proof of dedication of sufficient land to accommodate the needs if spray application is the form of waste water treatment. Adequate land must be set aside and shall be by recorded instrument, setting aside the land for as long as necessary to be used for spraying of treated effluent from the project either on site or another location approved by the County and State. All expenses concerning waste water treatment will be at the expense of the developer. All necessary easements for sewer (40' for temporary and 20' for permanent) shall be obtained by the developer and deeded to the County. Storm drainage and sediment controls must be in accordance with both state and county requirements.

3) The entrance shall be landscaped and signage shall be installed in accordance with plans submitted to and approved by the Forsyth County Planning Department. These plans must be submitted to the Planning Department upon application for the grading permit for roads to be constructed for the development. Plans must be prepared by licensed landscape architect.

4) The development road entrance and any required road improvements shall be as approved by the appropriate local and state authorities including necessary acceleration and deceleration lanes. An additional ten feet (60' from center line, up to a total of 120') of right of way shall be dedicated, if needed, to the appropriate governmental authority for any frontage of the property adjoining Georgia State Route 141, and developer shall pay for proportionate share of necessary road improvements as shown by a traffic study to be provided by the developer and approved by Forsyth County.

5) All streets in development must be curbed and guttered.

6) Dumpster screens and outdoor storage - 6 feet high or higher as necessary - lattice brick or stone material. Must screen items stored or dumpster from public road and adjoining property.

7) No noxious or offensive trades, services or activities shall be conducted on the property or any portion thereof that may be or become a public nuisance to the surrounding neighbors of any portion of the property by reason of unsightliness or excessive emission or odors, fumes, smoke, vibrations, dirt, dust, glare, waste or noise.

8) All buildings in the development must be of masonry construction. Prohibited construction materials shall include, without limitation, exposed concrete block, weeping mortar joints and unnatural brick tones.

9) Building Maintenance - Every owner of a site comprising a portion of the property shall maintain all buildings, landscaping, fences, drives, parking lots and other structures and improvements located thereon in good and sufficient repair, and said owner shall keep such premises planted, with lawns cut, shrubbery trimmed, windows cleaned and otherwise maintain such sites in an aesthetically pleasing manner.

10) Landscaping of Lots - Every building site shall be landscaped in accordance with plans and specifications submitted to and approved by Forsyth County. Developer shall include his specifications in his protective covenants which must be attached to these zoning conditions. All disturbed or graded areas of a building site shall be grassed or covered with plants or landscaping materials. Landscaping shall be completed within sixty (60) days of occupancy or completion of the building, whichever event shall first occur. All landscaping shall be maintained by the buildings owner or owners. This item must be covered by restrictive covenants of the developer. Final approval by Forsyth County Planning Department.

11) All utilities must be underground.

12) Hester Road may not be used as an entrance to the development until it is brought up to Forsyth County standards.

13) Buffers - To be installed in accordance with site plan submitted to and approved by Forsyth County. Any property adjoining property not zoned CBD or MI must have a 25' densely planted buffer of 6' Virginia pines or red tip photenia.

14) Since the site plan submitted is in concept only, before any grading permits or actual development, the actual plans for each development lot, streets and building must be submitted to the Forsyth County Board of Commissioners and the Forsyth County Planning Department for approval. Also a current, updated traffic study will need to be submitted before actual development begins.

15) All restrictive covenants submitted by the developer in the application process will become a part of the zoning conditions. All zoning conditions shall run with title to and bind the property and shall inure to the benefit of and be enforced by Forsyth County until legally removed by the Forsyth County Commissioners, as permitted by law.

BE IT FURTHER RESOLVED, that this Resolution be made a part of the minutes of the meeting held this date and that the County Administrator transmit a copy thereof to the Planning Department.

SO RESOLVED, this 10 day of July, 1989.

2
Sanford H. Drkin
ZAP 1432
Page 2 of 4

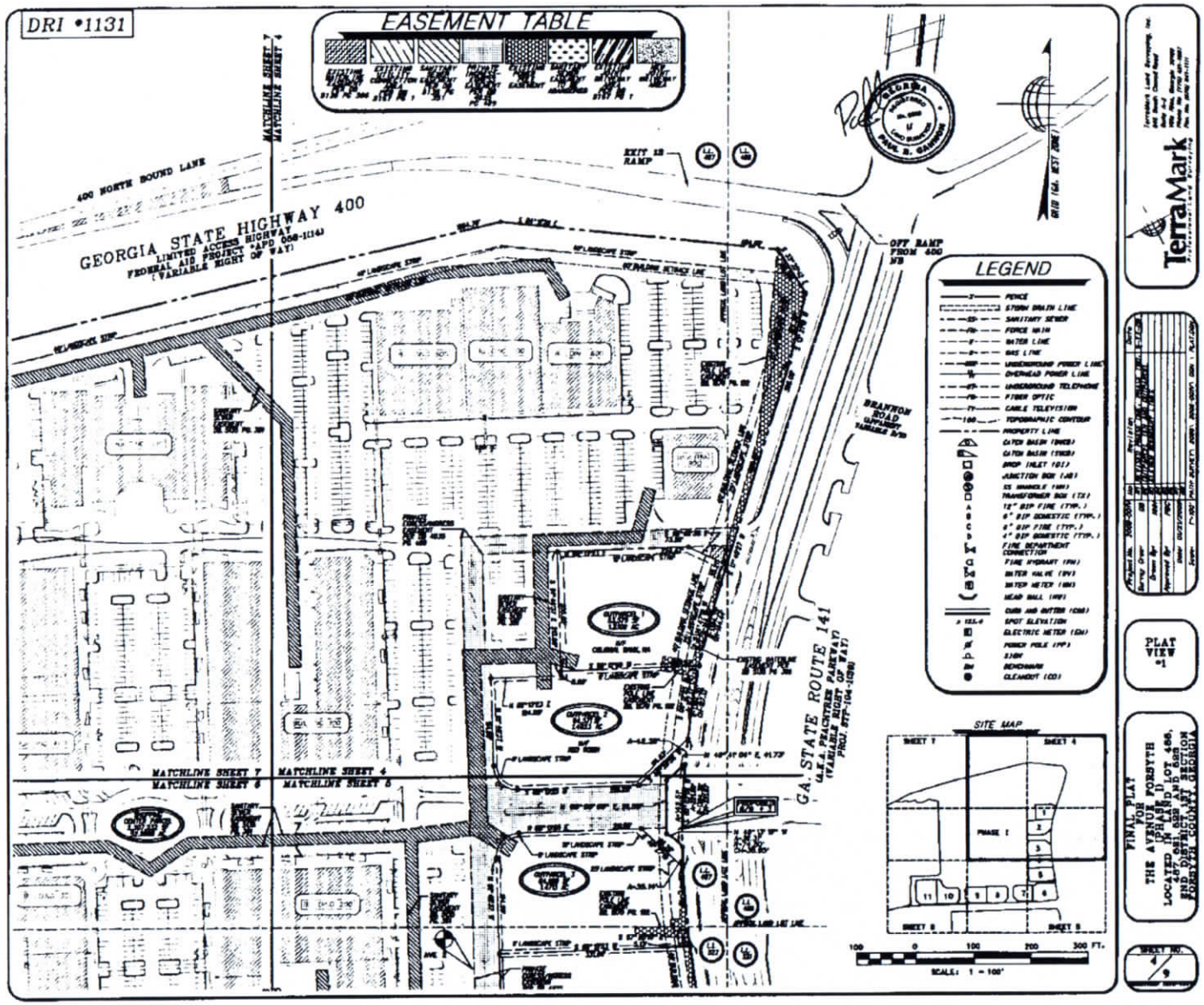
TerraMark
Professional Land Surveying

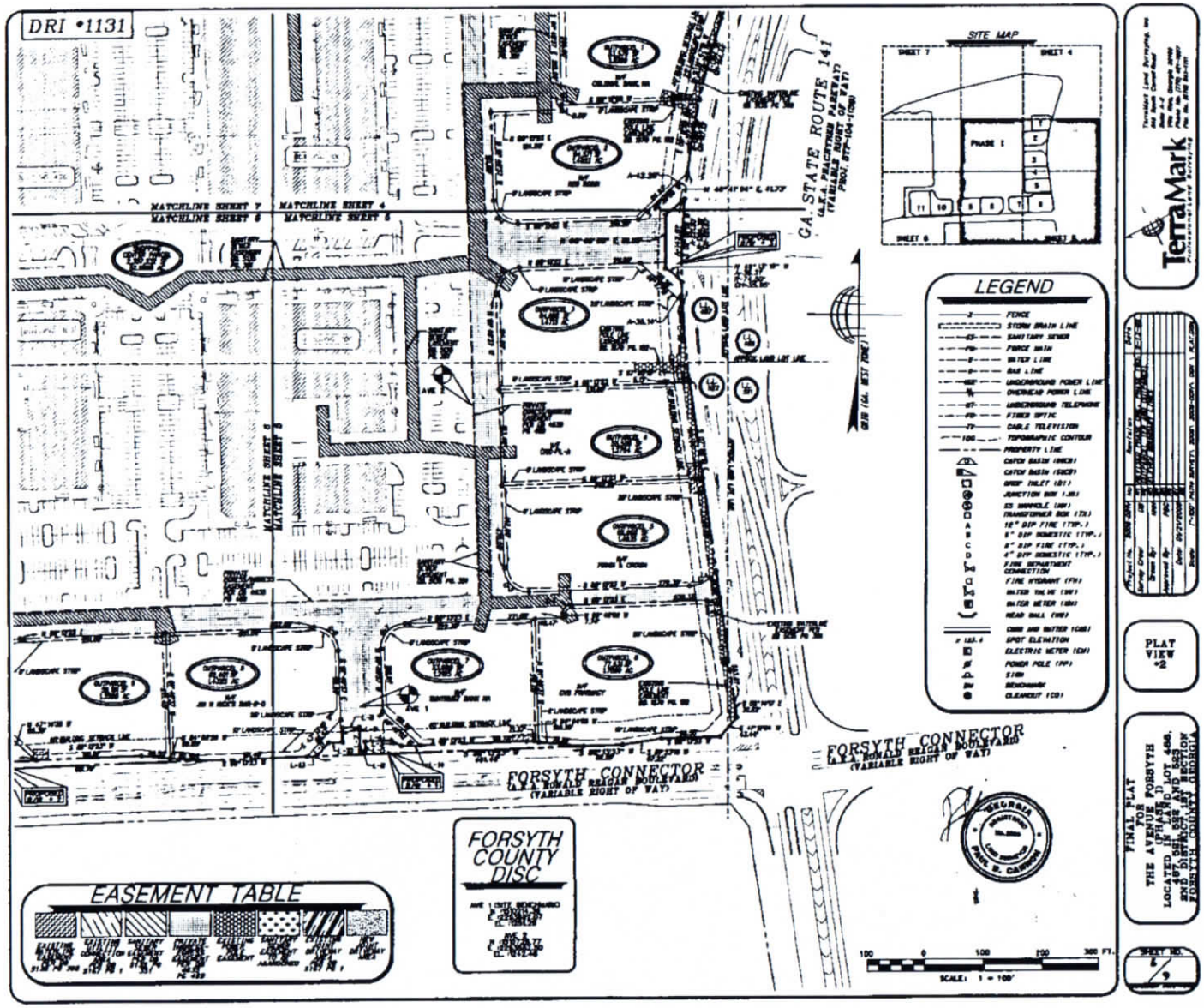
TerraMark Land Surveying, Inc.

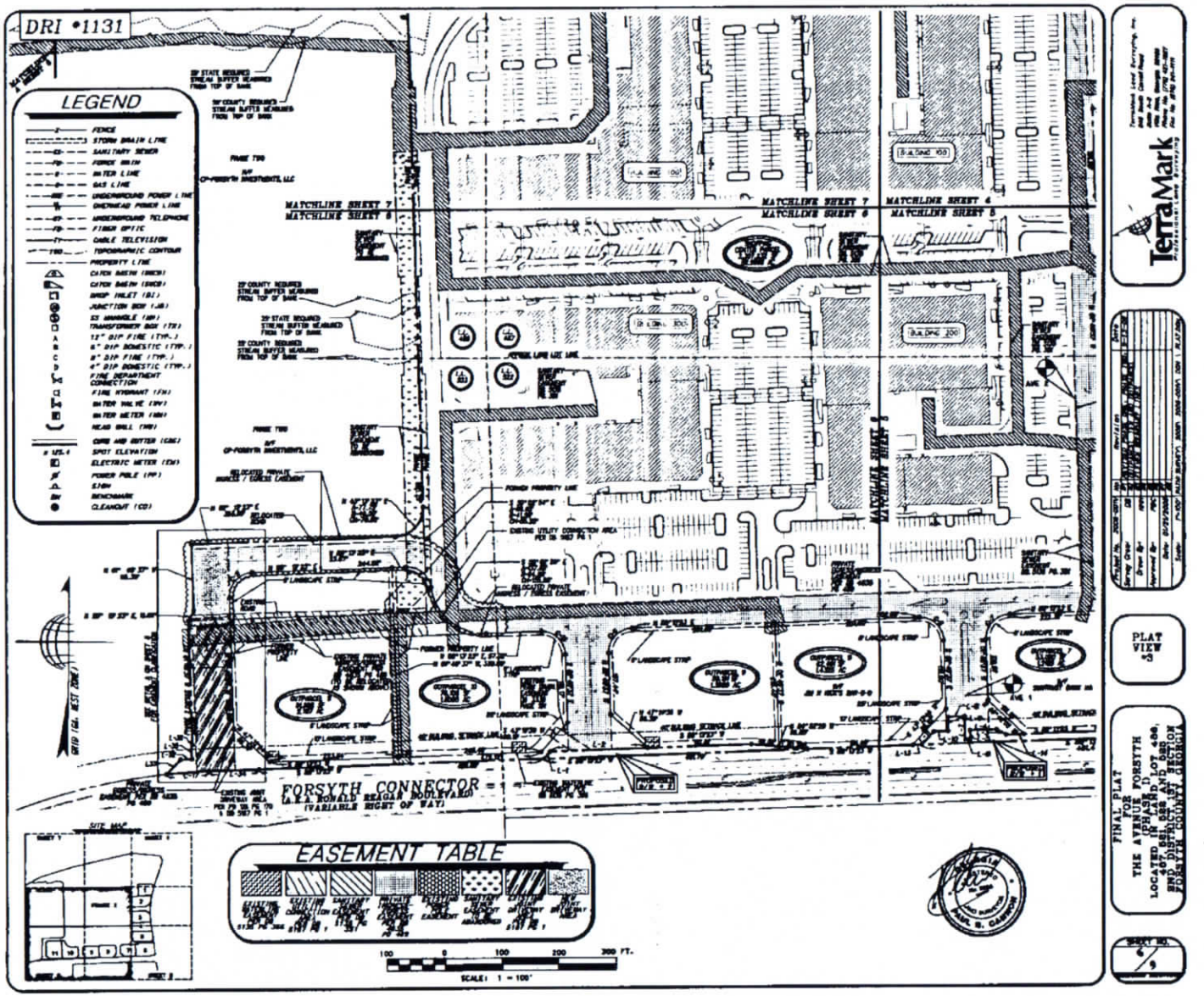
ZONING

FINAL PLAT
FOR
THE AVENUE FORSYTH
(PHASE I)
LOCATED IN LAND LOT 486, 487, 521, 522 AND 523
2ND DISTRICT 1ST SECTION
FORSYTH COUNTY, GEORGIA

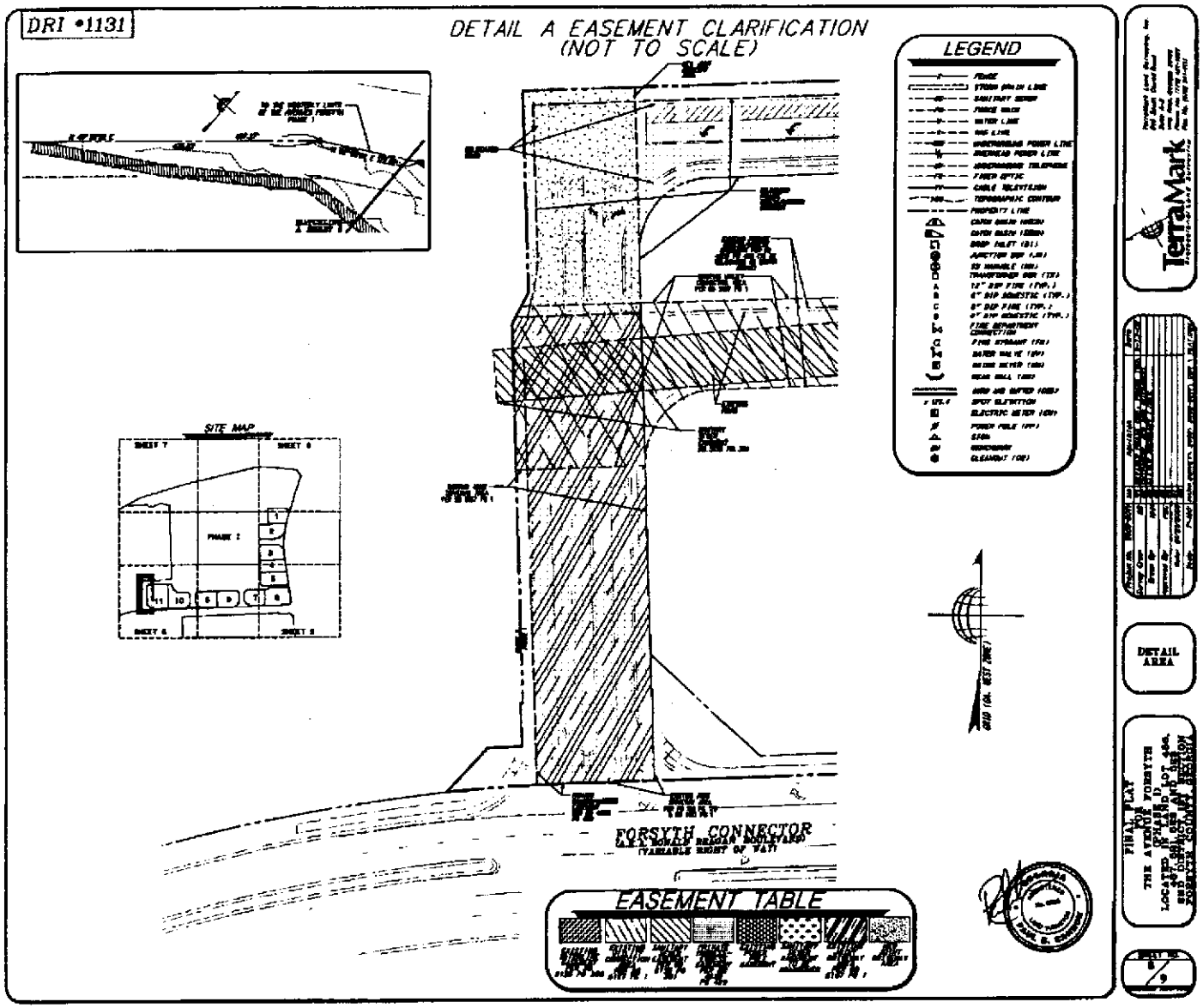
SHEET NO. 8 / 9

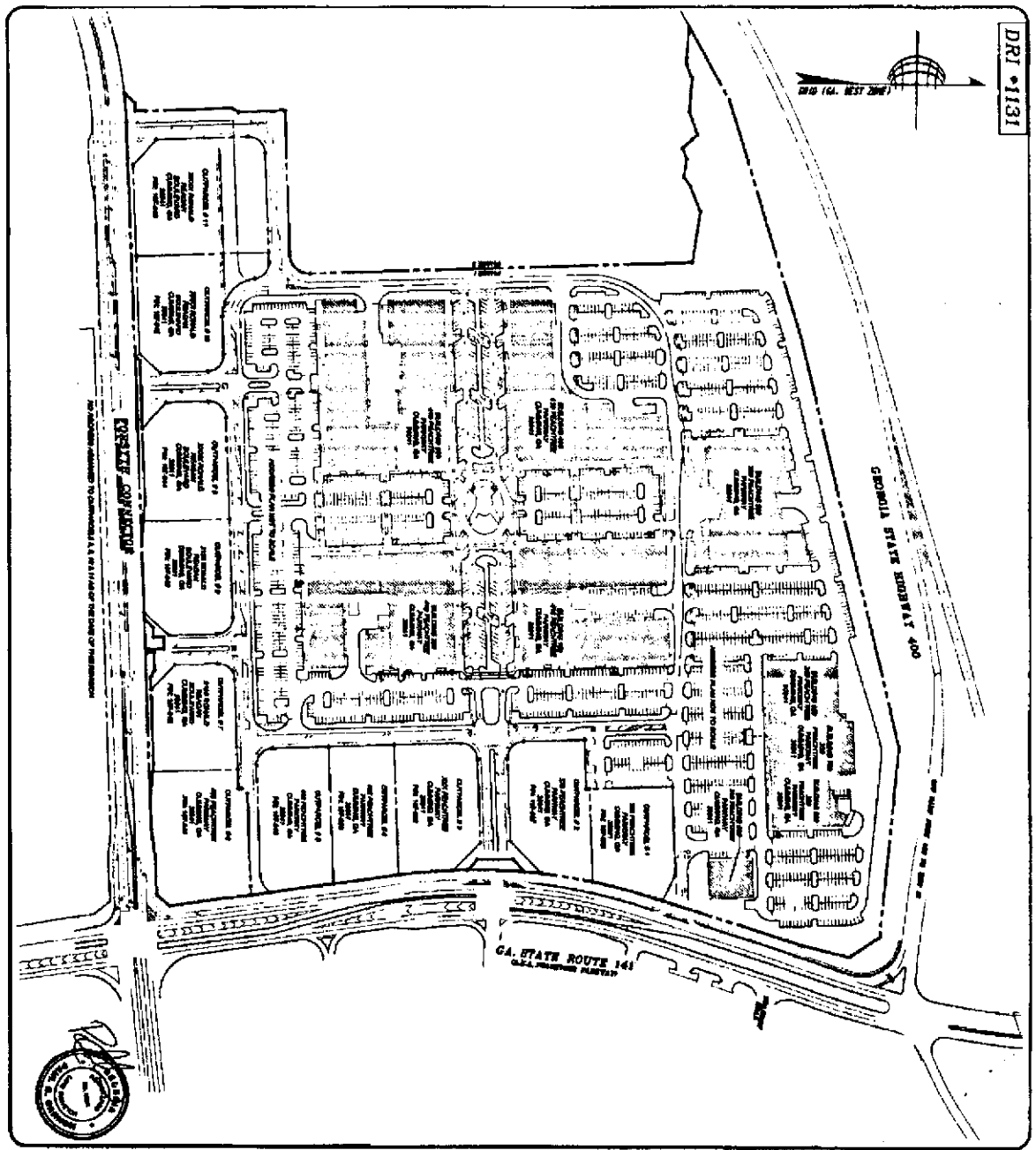

DRI #1131
EASEMENT TABLE
LEGEND
GEORGIA STATE HIGHWAY 400
LIMITED ACCESS HIGHWAY
FEDERAL AID PROJECT #APD 058-1(14)
(VARIABLE RIGHT OF WAY)
400 NORTH BOUND LANE
EXIT 12 RAMP
OFF RAMP FROM 400 NB
BRANNON ROAD
GA. STATE ROUTE 141
(U.S.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
MATCHLINE SHEET 7
MATCHLINE SHEET 4
MATCHLINE SHEET 6
MATCHLINE SHEET 5
SITE MAP
SHEET 7
SHEET 4
SHEET 8
SHEET 5
PHASE I
SCALE: 1 = 100'
TerraMark
PLAT VIEW #1
FINAL PLAT FOR THE AVENUE FORSYTH (PHASE D) LOCATED IN LAND LOT 466, 467, 621, 622 AND 623 END DISTRICT 1ST SECTION FORSYTH COUNTY, GEORGIA
SHEET NO. 4/9


DRI #1131
MATCHLINE SHEET 7
MATCHLINE SHEET 4
MATCHLINE SHEET 6
MATCHLINE SHEET 5
GA. STATE ROUTE 141
(A.K.A. PEACHTREE PARKWAY)
(VARIABLE RIGHT OF WAY)
SITE MAP
PHASE I
LEGEND
FENCE
STORM DRAIN LINE
SANITARY SEWER
FORCE MAIN
WATER LINE
GAS LINE
UNDERGROUND POWER LINE
OVERHEAD POWER LINE
UNDERGROUND TELEPHONE
FIBER OPTIC
CABLE TELEVISION
TOPOGRAPHIC CONTOUR
PROPERTY LINE
CATCH BASIN
CATCH BASIN
DROP INLET
JUNCTION BOX
SS MANHOLE
TRANSFORMER BOX
12" DIP FIRE
6" DIP DOMESTIC
8" DIP FIRE
4" DIP DOMESTIC
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT
WATER VALVE
WATER METER
HEAD WALL
CURB AND GUTTER
SPOT ELEVATION
ELECTRIC METER
POWER POLE
SIGN
BENCHMARK
CLEANOUT
FORSYTH CONNECTOR
(A.K.A. RONALD REAGAN BOULEVARD)
(VARIABLE RIGHT OF WAY)
FORSYTH COUNTY DISC
EASEMENT TABLE
SCALE: 1 = 100'
TerraMark
PLAT VIEW #2
FINAL PLAT FOR THE AVENUE FORSYTH (PHASE I) LOCATED IN LAND LOT 466, 467, 521, 522 AND 523, 2ND DISTRICT, 1ST SECTION FORSYTH COUNTY, GEORGIA
SHEET NO. 6/9


DRI #1131
LEGEND
FENCE
STORM DRAIN LINE
SANITARY SEWER
FORCE MAIN
WATER LINE
GAS LINE
UNDERGROUND POWER LINE
OVERHEAD POWER LINE
UNDERGROUND TELEPHONE
FIBER OPTIC
CABLE TELEVISION
TOPOGRAPHIC CONTOUR
PROPERTY LINE
CATCH BASIN (SBCB)
CATCH BASIN (SBCB)
DROP INLET (DI)
JUNCTION BOX (JB)
SS MANHOLE (MH)
TRANSFORMER BOX (TX)
12" DIP FIRE (TYP.)
6" DIP DOMESTIC (TYP.)
8" DIP FIRE (TYP.)
4" DIP DOMESTIC (TYP.)
FIRE DEPARTMENT CONNECTION
FIRE HYDRANT (FH)
WATER VALVE (WV)
WATER METER (WM)
HEAD WALL (HW)
CURB AND GUTTER (CBG)
SPOT ELEVATION
ELECTRIC METER (EM)
POWER POLE (PP)
SIGN
BENCHMARK
CLEANOUT (CO)
MATCHLINE SHEET 7
MATCHLINE SHEET 6
MATCHLINE SHEET 4
MATCHLINE SHEET 5
BUILDING 100
BUILDING 200
FORSYTH CONNECTOR
(A.R.A. RONALD REAGAN BOULEVARD)
(VARIABLE RIGHT OF WAY)
GRID (GA. WEST ZONE)
EASEMENT TABLE
SCALE: 1 = 100'
TerraMark
PLAT VIEW #3
FINAL PLAT FOR THE AVENUE FORSYTH (PHASE I) LOCATED IN LAND LOT 406, 407, 581, 582 AND 583 END DISTRICT 1ST SECTION FORSYTH COUNTY, GEORGIA
SHEET NO. 6/9

DRI #1131
LEGEND
EASEMENT TABLE
GEORGIA STATE HIGHWAY 400
FINAL PLAT
FOR
THE AVENUE FORSYTH
PHASE I
LOCATED IN LAND LOT 496,
497, 521, 522 AND 523
2ND DISTRICT 1ST SECTION
FORSYTH COUNTY, GEORGIA
PLAT
#2
TerraMark


DRI #1131
DETAIL A EASEMENT CLARIFICATION
(NOT TO SCALE)
LEGEND
SITE MAP
FORSYTH CONNECTOR
EASEMENT TABLE
TerraMark
DETAIL AREA
FINAL PLAT
THE AVENUE FORSYTH
LOCATED IN LAND LOT 466,
FORSYTH COUNTY, GEORGIA



FINAL PLAT
FOR
THE AVENUE FORSYTH
(PHASE I)
LOCATED IN LAND LOT 486,
487, 681, 682 AND 683
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

ADDRESS PLAN

TerraMark

Forsyth County Department of Planning and Development

PLANNING • BUILDING INSPECTIONS • BUSINESS LICENSE

June 26, 2007

Avanna Forsyth, LLC
Attn: John Kelley
191 Peachtree Street, NE
Suite 3600
Atlanta, GA 30303

Dear Mr. Kelley:

RE: ZAS 3047 (AZ07021P), Amendment of zoning conditions

Please be advised that the Board of Commissioners approved your request to delete zoning condition #8 and amend conditions #10 and #14 placed on ZAS 3047.

The conditions now read as follows:

1. All streams shall have a minimum 50 foot undisturbed buffer and 75 foot impervious setback measured from the top of the bank. If federal, state or local law requires a greater buffer and/or impervious setback, such as buffers required by the Part V criteria, the greater buffer and impervious setback shall apply.

2. The development must meet fire flows of 1500 gpm, or irrigation demands, whichever is greater. All improvements to the County water and sewer system that are required to serve this development, as determined by the Forsyth County Water and Sewer Department, shall be designed and constructed at the expense of the developer.

3. It will be the responsibility of the developer to install a septic line to connect to the Forsyth County public sewer system. Sewer lines installed to serve this development will be sized to serve the entire basin. Line sizes and materials must be in accordance with the Forsyth County Sewer Master Plan. In areas of the project where public sewer is not installed, the developer shall provide a separate sewer easement (permanent and construction easement) for future installation of public sewer to all areas designated by the Department or by the Forsyth County Sewer Master Plan.

4. If road widening is required as part of the project, such as addition of a left turn lane or deceleration lane, any necessary water main relocation (as determined by Forsyth County) will be done at the developer's expense.

5. All improvements shall conform to Forsyth County Construction Standards and Specifications, latest edition.

6. Developer shall construct improvements on Ronald Reagan Boulevard and S. R. 141 as required by Department of Engineering and/or Georgia DOT based on final configuration of site plan.

7. Exterior construction hours including grading and site preparation shall be limited to 7:00 a.m. to 7:00 p.m., Monday thru Friday, and 9:00 a.m. to 6:00 p.m. on Saturday. There shall be no outside construction on Sunday.

8. Deleted.

9. Garbage dumpsters shall be enclosed and gated. All pickup shall be between 6:00 a.m. and 9:00 p.m., Monday thru Saturday.

10. Signage on the subject property shall conform to the Forsyth County Sign Ordinance.

11. Exterior lighting fixtures shall be of a type and situated so that light is directed only downward. The fixtures shall be set closer than 5 feet of the perimeter of a parking lot. Fixtures shall be no more than 25 feet high and shall be designed so as to minimize light spillage to not more than 1-foot candle along the boundary of the property.

12. The applicant acknowledges the close proximity of the subject property to existing schools and a school under construction and further acknowledges that any business on the subject property that is engaged in the sale of alcoholic beverages must conform to the provisions of the Forsyth County Alcohol Ordinance and the applicable laws of the State of Georgia.

13. Site plan to be approved by the District 2 Commissioner.

14. The following uses shall not be permitted on the subject property:

(a) Bars, lounges or nightclubs, provided that this shall not preclude a restaurant from having a bar;
(b) 24 hour businesses, except drug stores and emergency medical facilities and hotels;
(c) Adult novelty stores
(d) Adult entertainment clubs
(e) Pawn shops
(f) Pool halls and
(g) Tattoo parlors

Forsyth County Planning and Development Tree Protection & Replacement Ordinance
AUG 14 2012
Approved By: Greg Wallace, County Arborist

Department of Geographic Information Services
AUG 14 2012
Approved By

APPROVED BY DEPARTMENT OF WATER & SEWER
AUG 14 2012

APPROVED BY DEPARTMENT OF ENGINEERING
AUG 14 2012
A. BILL POWELL

APPROVED BY TAX ASSESSORS
AUG 14 2012
Cindy Macon

APPROVED BY DEPARTMENT OF PLANNING
AUG 14 2012
J. BARLOW

This action was taken at their regular meeting on Thursday, May 3, 2007.

If you have any questions, please call.

Sincerely,

Jeff Cabaniss
Director of Planning & Development

JCdc

OWNER: CP FORSYTH INVESTMENTS LLC
2202 N. WESTSHORE BLVD. 5TH FLOOR
TAMPA, FLORIDA 33607
CONTACT: TIFFANY TOLIVER
PHONE: (813) 830-5105

AS-BUILT # 2137AS120029
SITE DEVELOPMENT # 2137SD120002
BUILDING PERMIT # 20122031

TREES MAY NOT BE PLANTED IN THE SANITARY SEWER EASEMENT.
MAINTENANCE INSPECTION FOR TREES SHALL BE PERFORMED AFTER ONE FULL GROWING SEASON FROM THE DATE OF FINAL SITE PLAN INSPECTION.
NO STRUCTURES, FENCES, OR OTHER OBSTRUCTIONS MAY BE BUILT ON ANY SANITARY SEWER EASEMENT WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.
NO POOL DRAIN, DUMPSTER PADS, OR ROOF DRAIN ALLOWED IN SANITARY SEWER LINES.
A LEGAL SANITARY SEWER EASEMENT IS REQUIRED FOR ALL SEWER LINES OUTSIDE COUNTY RIGHT-OF-WAY. PROVIDE EASEMENT LEGAL DESCRIPTIONS, EXHIBIT DRAWINGS AND TITLE WORK FOR ALL LINES, SUITABLE FOR RECORDING, UPON RECORDING OF AS-BUILT. ALL SANITARY SEWER EASEMENTS ARE DEDICATED TO FORSYTH COUNTY WATER AND SEWER DEPARTMENT (OR PRIVATE SANITARY SEWER OWNERS) AND CANNOT BE REMOVED WITHOUT PRIOR APPROVAL FROM THE FORSYTH COUNTY WATER AND SEWER DEPARTMENT.
DEVELOPER IS RESPONSIBLE FOR 18 MONTH MAINTENANCE ON WATER LINES AND SANITARY SEWER LINE.

THERE ARE NO BURN OR BURY SITE ON THIS PROPERTY

A. IRRIGATION SYSTEMS ARE PROHIBITED ON ALL EXISTING AND PROPOSED COUNTY RIGHT OF WAY AND CONSIDERED TO BE A VIOLATION OF THE COUNTY'S ORDINANCE PROHIBITING UNPERMITTED RIGHT OF WAY ENCROACHMENTS.

B. FORSYTH COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF ANY PIPES, DITCHES, DETENTION PONDS, OR OTHER STRUCTURES WITHIN ANY DRAINAGE EASEMENT BEYOND THE COUNTY RIGHT OF WAY.

D. NO STRUCTURES, FENCES OR OTHER OBSTRUCTIONS MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE FORSYTH COUNTY DEPARTMENT OF ENGINEERING.

The field data upon which this plat is based has a closure precision of one foot in 47920 feet and an angular precision of 2 seconds per setup and was adjusted using the Least Squares rule.

This plat has been calculated for closure and is found to be accurate to within one foot in 206614 feet.

The equipment used in the preparation of this survey was:
Linear: TRIMBLE 5G
Angular: TRIMBLE 5G

THE AS-BUILT CONDITIONS OF THE STORM DRAINAGE SYSTEM WILL FUNCTION AS DESIGNED AND ENGINEERED IN THE APPROVED CONSTRUCTION DRAWINGS.

REGISTERED No.2924 LAND SURVEYOR

[redacted]
Doc ID: 002078660006 Type: PLT
Recorded: 08/16/2012 at 10:07:44 PM
Fee Amt: $10.00 Page 1 of 2
Forsyth County, GA
Brian S. Allen Clerk Superior Ct
BK 135 PG 12-13

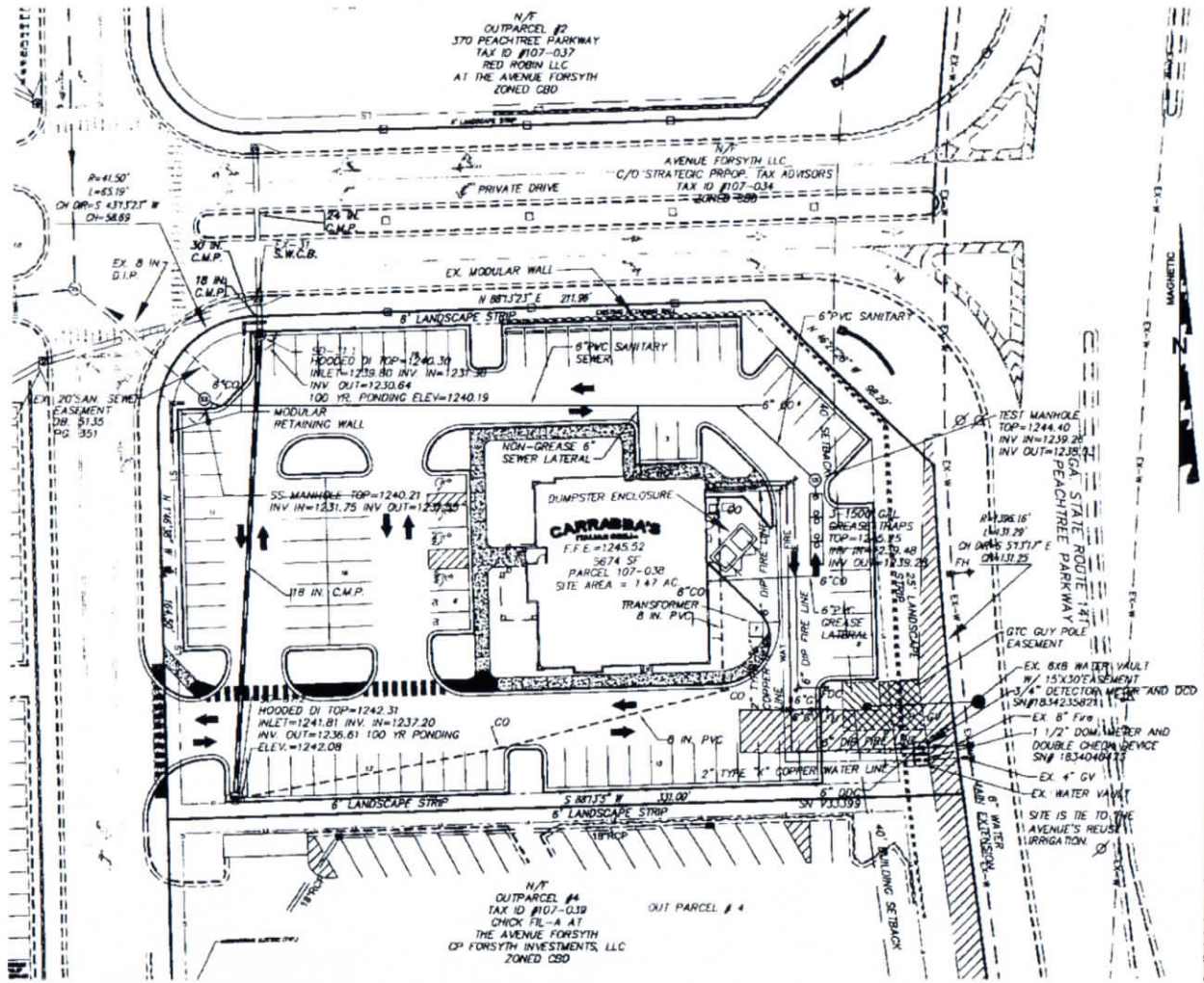
THIS SITE IS NOT IN A 100 YR FLOOD ZONE
PER FIRM 13117C0145E, DATED 9-19-2007

Shirey, Nelson and Associates, Inc.
Land Surveying, Civil Engineering, Site Planning, Hydrology
Roswell, Alpharetta, Cartersville
Telephone (770)640-0760 Facsimile (770)640-0762

AS BUILT SITE DEVELOPMENT SURVEY
CARRABBA'S ITALIAN GRILL
LAND LOTS 487 AND 522
2ND DISTRICT - 1ST SECTION
FORSYTH COUNTY, GEORGIA
POSTAL INFORMATION
420 PEACHTREE PKWY
CUMMING, GA 30041

REVISIONS:

Survey Date 8-01-12
Plat Date 8-01-12
Scale 1"=
JOB NO. 11021-ASB
Sheet 1 of 2 Sheets



HYDROLOGY NOTE: DETENTION AND WATER QUALITY FOR THIS PROJECT WERE PROVIDED FOR THE AVENUE FORSYTH PHASE I PROJECT, FORSYTH COUNTY LDP NUMBER 2137-CG-080008. THE DETENTION FACILITIES FOR THIS PROJECT WERE CONSTRUCTED, AND APPROVED AS-BUILT BY FORSYTH COUNTY IN APRIL OF 2009. AN APPROVED HYDROLOGY STUDY AND APPROVED AS-BUILT STUDY ARE ON FILE WITH FORSYTH COUNTY. A SITE INSPECTION REPORT WAS ALSO PERFORMED FOR THE APPROVED STORMWATER MANAGEMENT FACILITY IN SEPTEMBER OF 2009, AND IS ON FILE WITH FORSYTH COUNTY. THE MODIFICATIONS PROVIDE NO CHANGE IN WATERSHED CHARACTERISTICS AND NO INCREASE IN IMPERVIOUS AREA FOR THE APPROVED STORMWATER MANAGEMENT FACILITIES.

30 0 30 60 90
GRAPHIC SCALE IN FEET

Shirey, Nelson and Associates, Inc.
Land Surveying
Civil Planning
Site Planning
2316 Canton Hwy Suite 100 Cumming, GA 30041
Telephone (770)442-3750 Fax (770)442-0078

GEORGIA REGISTERED No. 2924 LAND SURVEYOR

AS BUILT SITE DEVELOPMENT SURVEY
CARRABBA'S ITALIAN GRILL
LAND LOTS 487 AND 522
2ND DISTRICT - 1ST SECTION
FORSYTH COUNTY, GEORGIA
POSTAL INFORMATION:
420 PEACHTREE PKWY
CUMMING, GA 30041

REVISIONS:

Survey Date 8-01-12
Plat Date 8-01-12
Scale 1"= 30'
JOB NO. 11021-ASB
Sheet 2 of 2 Sheets

PREPARED BY AND UPON
RECORDATION RETURN TO:

RETURN TO:
Isabel M. Garcia, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084

Doc ID: 013256740034 Type: GLR
Recorded: 11/28/2012 at 11:24:39 AM
Fee Amt: $25,076.00 Page 1 of 34
Intangible Tax: $25,000.00
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6490 PG 296-329

FORSYTH OWNER 1, L.P., as grantor
(Borrower)

to

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., as grantee
(Lender)

DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

Dated:	As of November 27, 2012
Location:	Avenue Forsyth 410 Peachtree Parkway
City:	Cumming, Georgia

NOTE TO TAX COMMISSIONER: THIS INSTRUMENT SECURES A "LONG-TERM NOTE SECURED BY REAL ESTATE" AS SUCH TERM IS DEFINED IN OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 48-6-60 IN THE PRINCIPAL AMOUNT OF UP TO $83,300,000.00 MATURING ON DECEMBER 6, 2022. CONSEQUENTLY, INTANGIBLES TAX IS DUE AND BEING PAID UPON THE RECORDATION OF THIS INSTRUMENT IN THE AMOUNT OF $25,000.00.

DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

This **DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT** (as the same may be amended, restated, replaced, supplemented or otherwise modified, being hereinafter referred to as this "***Security Instrument***"), is made as of November 27, 2012, by FORSYTH OWNER 1, L.P., a Delaware limited partnership, having its principal place of business at c/o Starwood Capital Group, 591 West Putnam Avenue, Greenwich, Connecticut 06830, as grantor ("***Borrower***") for the benefit of CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, having an address at 499 Park Avenue, New York, New York 10022, as grantee (together with its successors and assigns, collectively, "***Lender***").

W I T N E S S E T H:

WHEREAS, this Security Instrument is given to secure a loan (the "***Loan***") in aggregate the principal sum of EIGHTY-THREE MILLION THREE HUNDRED THOUSAND and No/100 Dollars ($83,300,000.00) advanced pursuant to that certain Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "***Loan Agreement***"), and evidenced by that certain Promissory Note in the amount of EIGHTY-THREE MILLION THREE HUNDRED THOUSAND and No/100 Dollars ($83,300,000.00), dated the date hereof, made by Borrower in favor of Lender (as the same may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "***Note***"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement;

WHEREAS, Borrower desires to secure the payment of the Debt and the performance of the Other Obligations (hereinafter defined); and

WHEREAS, this Security Instrument is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents are secured hereby, and each and every term and provision of the Loan Agreement, the Note, and that certain Assignment of Leases and Rents, dated as of the date hereof, made by Borrower in favor of Lender delivered in connection with this Security Instrument (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "***Assignment of Leases***"), including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Security Instrument (the Loan Agreement, the Note, this Security Instrument, the Assignment of Leases and all other documents evidencing or securing or otherwise setting out conditions, covenants, representations and/or remedies in favor of the Lender in connection with the funding of the Debt (including all additional mortgages, deeds of trust, deeds to secure debt and assignments of leases and rents) or executed or delivered in connection therewith, are hereinafter referred to collectively as the "***Loan Documents***").

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Security Instrument:

ARTICLE 1 - GRANTS OF SECURITY

Section 1.1. Property Conveyed. To secure payment of the Debt, Borrower does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Lender, with power of sale, and does hereby grant a security interest in and assigns to Lender all of the real, personal, tangible and intangible property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "***Property***"), including, without limitation, the following:

(a) Land. The real property described in **Exhibit "A"** attached hereto and made a part hereof (the "***Land***");

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "***Improvements***"), provided, that notwithstanding the foregoing, the "Improvements" shall not include any such property owned by tenants under the terms of their respective Leases (as hereinafter defined), except to the extent Borrower has a right or interest therein;

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, permits, licenses, rights of way and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, heating, ventilation or air conditioning equipment, garbage equipment and apparatus, incinerators, boilers, furnaces, motors, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "***Equipment***"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases except to the extent that Borrower shall have any right or interest therein;

(f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "***Fixtures***"). Notwithstanding the foregoing, "Fixtures" shall not include any property which (i) tenants are entitled to remove pursuant to leases except to the extent that Borrower shall have any right or interest therein and/or (ii) belongs to tenants under the terms of their respective Leases;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, whether tangible or intangible, other than Fixtures, which are now or hereafter owned by Borrower, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "***Personal Property***"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where the Property is located (as amended from time to time, the "***Uniform Commercial Code***"), superior in lien to the lien of this Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. Subject to Section 1.2 hereof and the Loan Agreement, all leases (including, without limitation, ground leases, subleases or subsubleases), lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "***Leases***"), whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "***Bankruptcy Code***") and all right, title

and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses), income, fees, receivables, deposits (including, without limitation, security, utility and other deposits) accounts and receipts from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "***Rents***") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt and the performance of the Other Obligations;

(i) Condemnation Awards. Subject to the terms of Section 6.4 of the Loan Agreement regarding Borrower's right to and/or the application of such amounts, all Awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to all or any portion of the Property, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property including, without limitation, any award or awards, or settlements or payments, hereafter made resulting from (i) condemnation proceedings or the taking of all or any portion of the Improvements, the Equipment, the Fixtures, the Leases or the Personal Property, or any part thereof, under the power of eminent domain; or (ii) the alteration of grade or the location or the discontinuance of any street adjoining the Property or any portion thereof; and Borrower hereby agrees to execute and deliver from time to time such further instruments as may be requested by Trustee or Lender to confirm such assignment to Lender of any such award, damage, payment or other compensation;

(j) Insurance Proceeds. Subject to the terms of Section 6.4 of the Loan Agreement regarding Borrower's right to and/or the application of such amounts, all Insurance Proceeds in respect of the Property under any Policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any Policies, judgments, or settlements made in lieu thereof, in connection with a Casualty to the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with any reduction in Taxes or Other Charges charged against the Property;

(l) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, Insurance Proceeds and Awards, subject to the terms of Section 6.4 of the Loan Agreement regarding Borrower's right to and/or the application of such amounts, into cash or liquidation claims;

(m) Rights. The right, during the continuance of an Event of Default, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered

into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(o) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including, without limitation, all accounts established or maintained pursuant to the Loan Agreement, the Clearing Account Agreement or the Cash Management Agreement; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof; and

(q) Other Rights. Any and all other rights of Borrower in and to the items set forth in Subsections (a) through (p) above.

AND without limiting any of the other provisions of this Security Instrument, to the extent permitted by applicable law, Borrower expressly grants to Lender, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "***Real Property***") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of this Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

Section 1.2. Assignment of Rents. Borrower hereby absolutely and unconditionally assigns to Lender all of Borrower's right, title and interest in and to all current and future Leases and Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Assignment of Leases, the Loan Agreement, the Clearing Account Agreement, the Cash Management Agreement and Section 7.1(h) of this Security Instrument, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and Borrower shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Debt, for use in the payment of such sums.

Section 1.3. Security Agreement. This Security Instrument is both a real property deed to secure debt and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property including all accounts established by Lender pursuant to the Loan Agreement or the Cash Management Agreement. By

executing and delivering this Security Instrument, Borrower hereby grants to Lender, as security for the Obligations (hereinafter defined), a security interest in the Fixtures, the Equipment, the Personal Property and the other property constituting the Property to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (said portion of the Property so subject to the Uniform Commercial Code being called the "***Collateral***"). If an Event of Default shall occur and be continuing, Lender, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Lender after the occurrence and during the continuance of an Event of Default, Borrower shall, at its expense, assemble the Collateral and make it available to Lender at a convenient place (at the Land if tangible property) reasonably acceptable to Lender. Subject to the Loan Agreement, Borrower shall pay to Lender upon written demand any and all out-of-pocket expenses, including reasonable legal expenses and attorneys' fees and costs, actually incurred or actually paid by Lender in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of an Event of Default. Any notice of sale, disposition or other intended action by Lender with respect to the Collateral sent to Borrower in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Borrower. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper. Borrower's (debtor's) principal place of business is as set forth on the first page hereof and the address of Lender (secured party) is as set forth on the first page hereof.

Section 1.4. **Fixture Filing**. Certain of the Property is or will become "fixtures" (as that term is defined in the Uniform Commercial Code) on the Land, and Lender is hereby authorized to file for record in the real estate records of the city or county wherein such fixtures are situated a financing statement (naming Borrower as the Debtor and Lender as the Secured Party) filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such of the Property that is or may become fixtures.

Section 1.5. **Pledges of Monies Held**. Borrower hereby pledges to Lender and grants to Lender a security interest in any and all monies now or hereafter held by Lender or on behalf of Lender in connection with the Loan, including, without limitation, any sums deposited in the Clearing Account, the Cash Management Account, the Reserve Funds and [Net Proceeds], as additional security for the Obligations until expended or applied as provided in this Security Instrument.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto Lender for the use and benefit of Lender and its successors and assigns, forever, WITH POWER OF SALE to secure the Borrower's payment to Lender of the Debt and performance of the Other

Obligations at the time and in the manner provided in the Note, the Loan Agreement and this Security Instrument;

PROVIDED, HOWEVER, these presents are upon the express condition that, if Borrower shall well and truly pay to Lender the Debt at the time and in the manner provided in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, Lender shall cancel or surrender this Security Instrument in the manner allowed by applicable law; provided, however, that Borrower's obligation to indemnify and hold harmless Lender pursuant to the provisions hereof shall survive any such payment or release.

ARTICLE 2 - DEBT AND OBLIGATIONS SECURED

Section 2.1. **Debt**. This Security Instrument and the grants, assignments and transfers made in Article 1 hereof are given for the purpose of securing the Debt.

Section 2.2. **Other Obligations**. This Security Instrument and the grants, assignments and transfers made in Article 1 hereof are also given for the purpose of securing the following (the "***Other Obligations***"):

(a) the performance of all other obligations of Borrower contained herein;

(b) the performance of each obligation of Borrower contained in the Note, the Loan Agreement and any other Loan Document; and

(c) the performance of each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Note, the Loan Agreement or any other Loan Document.

Section 2.3. **Debt and Other Obligations**. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "***Obligations.***"

ARTICLE 3 - BORROWER COVENANTS

Borrower covenants and agrees that:

Section 3.1. **Payment of Debt**. Borrower will pay the Debt at the time and in the manner provided in the Loan Agreement, the Note and this Security Instrument.

Section 3.2. **Incorporation by Reference**. All the covenants, conditions and agreements contained in (a) the Loan Agreement, (b) the Note and (c) all and any of the other Loan Documents, are hereby made a part of this Security Instrument to the same extent and with the same force as if fully set forth herein.

Section 3.3. **Insurance**. Borrower shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance with respect to Borrower and the Property as required pursuant to the Loan Agreement.

Section 3.4. Maintenance of Property. Borrower shall cause the Property to be maintained in a good and safe condition and repair (ordinary wear and tear excepted). The Improvements, the Fixtures, the Equipment and the Personal Property shall not be removed, demolished or materially altered (except for normal replacement of the Fixtures, the Equipment or the Personal Property, tenant finish and refurbishment of the Improvements) without the consent of Lender, such consent not to be unreasonably withheld, conditioned or delayed, or as otherwise permitted pursuant to the Loan Agreement. Borrower shall promptly repair, replace or rebuild any part of the Property which may be destroyed by any Casualty or become damaged, worn or dilapidated or which may be affected by any Condemnation, and, subject to the Loan Agreement, shall complete and pay for any structure at any time in the process of construction or repair on the Land.

Section 3.5. Waste. Borrower shall not commit or suffer any waste of the Property or make any change in the use of the Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Property, or take any action that is reasonably likely to invalidate or allow the cancellation of any Policy, or do or permit to be done thereon anything that may in any way materially impair the value of the Property or the security of this Security Instrument. Borrower will not, without the prior written consent of Lender, such consent not to be unreasonably withheld, conditioned or delayed so long as no Event of Default is then continuing, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

Section 3.6. Payment for Labor and Materials. (a) Subject to Section 3.6(b) hereof and the terms and conditions of the Loan Agreement, including, without limitation, any contest right of Borrower contained therein, Borrower (i) will promptly pay when due all bills and costs for labor, materials, and specifically fabricated materials ("***Labor and Material Costs***") incurred in connection with the Property, (ii) never permit to exist beyond the due date thereof in respect of the Property or any part thereof any Lien or security interest, even though inferior to the Liens and security interests created hereby and by the other Loan Documents, and (iii) never permit to be created or exist in respect of the Property or any part thereof any other or additional Lien or security interest other than the Liens or security interests created hereby and by the other Loan Documents except for the Permitted Encumbrances.

(b) After prior written notice to Lender, Borrower, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any of the Labor and Material Costs, provided that (i) no Event of Default has occurred and is continuing under the Loan Agreement, the Note, this Security Instrument or any of the other Loan Documents, (ii) Borrower is permitted to do so under the provisions of any other mortgage, deed of trust or deed to secure debt affecting the Property, (iii) such proceeding shall suspend the collection of the Labor and Material Costs from Borrower and from the Property or Borrower shall have paid all of the Labor and Material Costs under protest, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Borrower is subject and shall not constitute a default thereunder, (v) neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, terminated, canceled or lost, and (vi) Borrower shall have furnished the security as may be required in the proceeding, or as may be

reasonably requested by Lender (provided, that, such security shall not exceed one hundred twenty-five percent (125%) of the contested Labor and Material Costs) to insure the payment of any contested Labor and Material Costs, together with all interest and penalties thereon.

Section 3.7. Performance of Other Agreements. Borrower shall observe and perform each and every term, covenant and provision to be observed or performed by Borrower pursuant to the Loan Agreement in all material respects, any other Loan Document and any other agreement or recorded instrument affecting or pertaining to the Property and any amendments, modifications or changes thereto, in each case, subject to any applicable notice, cure and/or grace period set forth therein.

Section 3.8. Change of Name, Identity or Structure. Borrower shall not change Borrower's name, identity (including its trade name or names) or, if not an individual, Borrower's corporate, partnership or other form of organization in violation of the Loan Agreement without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change and, in the case of a change in Borrower's structure, without first obtaining the prior written consent of Lender, such consent not to be unreasonably withheld, conditioned or delayed. Borrower shall execute and deliver to Lender, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Lender to establish or maintain the validity, perfection and priority of the security interests granted herein. At the request of Lender from time to time, Borrower shall execute a certificate in form satisfactory to Lender listing the trade names under which Borrower is operating or intends to operate the Property, and representing and warranting that Borrower does business under no other trade name with respect to the Property.

ARTICLE 4 - OBLIGATIONS AND RELIANCES

Section 4.1. Relationship of Borrower and Lender. The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of the Loan Agreement, the Note, this Security Instrument or any other Loan Document shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.

Section 4.2. No Reliance on Lender. The general partners, members, principals and (if Borrower is a trust) beneficial owners of Borrower, as applicable, are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.

Section 4.3. No Lender Obligations (a) Notwithstanding the provisions of Subsections 1.1(h) and (n) or Section 1.2 hereof, Lender is not undertaking the performance of (i) any obligations under the Leases; or (ii) any obligations with respect to any other agreements, contracts, certificates, instruments, franchises, permits, trademarks, licenses or other documents.

(b) By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Loan Agreement, the

Note or the other Loan Documents, including, without limitation, any Officer's Certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or Policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.

Section 4.4. **Reliance**. Borrower recognizes and acknowledges that in accepting the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations set forth in Section 4.1 of the Loan Agreement, as expressly qualified, conditioned, supplemented and/or limited as set forth therein, without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof, that the warranties and representations are a material inducement to Lender in making the Loan; and that Lender would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth in Section 4.1 of the Loan Agreement.

ARTICLE 5 - FURTHER ASSURANCES

Section 5.1. **Recording of Security Instrument, etc**. Borrower forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other Loan Documents creating a Lien or security interest or evidencing the Lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and to fully protect and perfect the Lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any other security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any other security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 5.2. **Further Acts, etc**. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender the property and rights hereby mortgaged, deeded, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Legal Requirements, provided, that,

the same does not increase Borrower's obligations or diminish Borrower's rights hereunder or under any other Loan Document. Borrower, promptly following written demand, will execute and deliver, and in the event it shall fail to so execute and deliver, hereby authorizes Lender to file to the extent Lender may lawfully do so, one or more financing statements to evidence more effectively the security interest of Lender in the Property. Upon the occurrence and during the continuance of an Event of Default, Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies in connection with the Loan available to Lender at law and in equity, including without limitation, such rights and remedies available to Lender pursuant to this Section 5.2.

Section 5.3. Changes in Tax, Debt, Credit and Documentary Stamp Laws.

(a) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the Debt from the value of the Property for the purpose of taxation or which imposes a tax (excluding any franchise tax, income tax or other similar tax), either directly or indirectly, on the Debt, Borrower will pay the tax, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender, unenforceable or provide the basis for a defense of usury, then Lender shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt immediately due and payable.

(b) Borrower will not claim or demand or be entitled to any credit or credits on account of the Debt for any part of the Taxes or Other Charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the Debt. If such claim, credit or deduction shall be required by law, Lender shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Debt immediately due and payable.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other Loan Documents, or shall impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any.

Section 5.4. Severing of Security Instrument. This Security Instrument and the Note may, at any time until the same shall be fully paid and satisfied, at the sole election of and cost to Lender, be severed into two or more notes and two or more security instruments in such denominations as Lender shall determine in its sole discretion, each of which shall cover all or a portion of the Property to be more particularly described therein. To that end, Borrower, upon written request of Lender, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Property, to Lender and/or its designee or designees substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of the Note, and containing terms, provisions and clauses similar to those contained herein and in the Note, and such other documents and instruments as may be required by Lender.

Section 5.5. **Replacement Documents**. Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or a replacement of such other Loan Document, Borrower will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

ARTICLE 6 - DUE ON SALE/ENCUMBRANCE

Section 6.1. **Lender Reliance**. Borrower acknowledges that Lender has examined and relied on the experience of Borrower and its general partners, members, principals and (if Borrower is a trust) beneficial owners in owning and operating properties such as the Property in agreeing to make the Loan, and will continue to rely on Borrower's ownership of the Property as a means of maintaining the value of the Property as security for the repayment of the Debt and the performance of the Other Obligations. Borrower acknowledges that Lender has a valid interest in maintaining the value of the Property so as to ensure that, should Borrower default in the repayment of the Debt or the performance of the Other Obligations, Lender can recover the Debt by a sale of the Property.

Section 6.2. **No Sale/Transfer**. Neither Borrower nor any Restricted Party shall Transfer the Property or any part thereof or any interest therein or permit or suffer the Property or any part thereof or any interest therein to be Transferred other than as expressly permitted pursuant to the terms of the Loan Agreement.

ARTICLE 7 - RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1. **Remedies**. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may take such action, without notice or demand to the fullest extent permitted by law, as it deems advisable to protect and enforce its rights against Borrower and in and to the Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender:

(a) declare the entire unpaid Debt to be immediately due and payable;

(b) institute proceedings, judicial or otherwise, for the complete foreclosure, in accordance with Georgia law, of this Security Instrument under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(c) intentionally omitted;

(d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such

time and place, upon such terms and after such notice thereof as may be required or permitted by law; and without limiting the foregoing:

(i) in connection with any sale or sales hereunder, Lender shall be entitled to elect to treat any of the Property which consists of (x) a right in action, or (y) property that can be severed from the Real Property covered hereby, or (z) any Improvements (without causing structural damage thereto), as if the same were personal property, and dispose of the same in accordance with applicable law, separate and apart from the sale of the Real Property. Where the Property consists of Real Property, Personal Property, Equipment or Fixtures, whether or not such Personal Property or Equipment is located on or within the Real Property, Lender shall be entitled to elect to exercise its rights and remedies against any or all of the Real Property, Personal Property, Equipment and Fixtures in such order and manner as is now or hereafter permitted by applicable law;

(ii) Lender shall be entitled to elect to proceed against any or all of the Real Property, Personal Property, Equipment and Fixtures in any manner permitted under applicable law; and if Lender so elects pursuant to applicable law, the power of sale herein granted shall be exercisable with respect to all or any of the Real Property, Personal Property, Equipment and Fixtures covered hereby, as designated by Lender;

(iii) should Lender elect to sell any portion of the Property which is Real Property or which is Personal Property, Equipment or Fixtures that the Lender has elected under applicable law to sell together with Real Property in accordance with the laws governing a sale of the Real Property, Lender shall give such notice of the occurrence of an Event of Default, if any, and its election to sell such Property as may then be required by law. Thereafter, upon the giving of such notice of sale and the expiration of any required time period as may then be required by law, subject to the terms hereof and of the other Loan Documents, and without the necessity of any demand on Borrower or Lender at the time and place specified in the notice of sale, shall sell such Real Property or part thereof at public auction to the highest bidder for cash in lawful money of the United States. Lender may from time to time postpone any sale hereunder by public announcement thereof at the time and place noticed for any such sale; and

(iv) if the Property consists of several lots, parcels or items of property, Lender shall, subject to applicable law, (A) designate the order in which such lots, parcels or items shall be offered for sale or sold, or (B) elect to sell such lots, parcels or items through a single sale, or through two or more successive sales, or in any other manner Lender designates in Lender's sole discretion. Any Person, including Borrower or Lender, may purchase at any sale hereunder. Should Lender desire that more than one sale or other disposition of the Property be conducted, Lender shall, subject to applicable law, cause such sales or dispositions to be conducted simultaneously, or successively, on the same day, or at such different days or times and in such order as Lender may designate, and no such sale shall terminate or otherwise affect the lien of this Security Instrument on any part of the Property not sold until all the Obligations have been satisfied in full. In the event Lender elects to dispose of the Property through more than one sale, except as otherwise provided by applicable law, Borrower agrees to pay the costs and expenses of each such sale and of any judicial proceedings wherein such sale may be made;

(e) intentionally omitted;

(f) intentionally omitted;

(g) as a matter of strict right and upon reasonable notice to Borrower, apply for the appointment of a receiver of the Property, without regard for the adequacy of the security for the Debt and without regard for the solvency of Borrower, any guarantor or indemnitor with respect to the Loan or any Person otherwise liable for the payment of the Debt or any part thereof;

(h) subject to applicable law, the license granted to Borrower under Section 1.2 hereof shall automatically be revoked and Lender may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Borrower and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Borrower agrees to surrender possession of the Property and of such books, records and accounts to Lender upon demand, and thereupon Lender may (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Lender deems advisable; (iii) make required alterations, additions, renewals, replacements and improvements to or on the Property as determined by Lender in its reasonable discretion; (iv) exercise all rights and powers of Borrower with respect to the Property, whether in the name of Borrower or otherwise, including, without limitation, the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Borrower; (vi) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Debt, in such order, priority and proportions as Lender shall deem appropriate in its sole discretion after deducting therefrom all out-of-pocket expenses (including reasonable attorneys' fees and costs) actually incurred in connection with the aforesaid operations and all amounts necessary to pay the Taxes, Other Charges, Insurance Premiums and other expenses in connection with the Property, as well as just and reasonable compensation for the services of Lender, its counsel, agents and employees;

(i) exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Fixtures, the Equipment and/or the Personal Property or any part thereof, and to take such other measures as Lender may deem necessary for the care, protection and preservation of the Fixtures, the Equipment and/or the Personal Property, and (ii) request Borrower at its expense to assemble the Fixtures, the Equipment and/or the Personal Property and make it available to Lender at a convenient place acceptable to Lender. Subject to applicable law, any notice of sale, disposition or other intended action by Lender with respect to the Fixtures, the Equipment and/or the Personal Property sent to Borrower in accordance with the provisions hereof at least ten (10) Business Days prior to such action, shall constitute commercially reasonable notice to Borrower;

(j) apply any sums then deposited or held in escrow or otherwise by or on behalf of Lender in accordance with the terms of the Loan Agreement, this Security Instrument or any other Loan Document to the payment of the following items in any order in its sole discretion:

(i) Taxes and Other Charges;

(ii) Insurance Premiums;

(iii) Interest on the unpaid principal balance of the Note;

(iv) Amortization of the unpaid principal balance of the Note; or

(v) All other sums payable pursuant to the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, including without limitation, the Yield Maintenance Fee, if applicable, and advances made by Lender pursuant to the terms of this Security Instrument;

(k) pursue such other remedies as Lender may have under applicable law; or

(l) apply the undisbursed balance of any Net Proceeds Deficiency deposit, together with interest thereon, to the payment of the Debt, in such order, priority and proportions as Lender shall deem to be appropriate in its sole and absolute discretion.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of the Property, this Security Instrument shall continue as a Lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Section 7.2. **Application of Proceeds**. The purchase money, proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Lender pursuant to the Note, this Security Instrument or the other Loan Documents, may be applied by Lender to the payment of the Debt in such priority and proportions as Lender in its discretion shall deem proper.

Section 7.3. **Right to Cure Defaults**. Upon the occurrence and during the continuance of any Event of Default, Lender may, but without any obligation to do so and without notice to or demand on Borrower and without releasing Borrower from any Other Obligations hereunder, make any payment or do any act required of Borrower hereunder or in the other Loan Documents with respect to any Other Obligations which payment or action on the part of Lender shall be in such manner and to such extent as Lender may deem necessary to protect the security hereof. In connection with the foregoing, Lender is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or to collect the Debt, and the cost and expense thereof (including reasonable attorneys' fees and expenses to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Debt and shall be due and payable to Lender upon demand. All such out-of-pocket costs and expenses actually incurred by Lender in remedying any Event of Default or in appearing in, defending, or bringing any such action or proceeding, as hereinabove provided, shall bear interest at the Default Rate, for the period

beginning on the first day after notice from Lender that such cost or expense was incurred and continuing until the date of payment to Lender. All such out-of-pocket costs and expenses actually incurred by Lender together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Debt and to be secured by this Security Instrument and the other Loan Documents and shall be promptly due and payable upon demand by Lender therefor.

Section 7.4. **Actions and Proceedings**. Subject to the terms and conditions of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default, Lender and Trustee, or either of them, has the right to appear in and defend any action or proceeding brought with respect to the Property and, following the occurrence and during the continuance of an Event of Default, to bring any action or proceeding, in the name and on behalf of Borrower, which Lender, in its sole and absolute discretion, decides should be brought to protect its interest in the Property.

Section 7.5. **Recovery of Sums Required To Be Paid**. Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Debt as the same become due, without regard to whether or not the balance of the Debt shall be due, and without prejudice to the right of Lender thereafter to bring an action of foreclosure, or any other action, for any Event of Default by Borrower existing at the time such earlier action was commenced.

Section 7.6. **Examination of Books and Records**. At reasonable times and upon prior reasonable notice, Lender, its agents, accountants and attorneys shall have the right to examine the records, books and management and other papers of Borrower which reflect upon its financial condition, at the Property or at any office regularly maintained by Borrower or Manager where the books and records are located. Lender and its agents shall have the right to make copies and extracts from the foregoing records and other papers. In addition, at reasonable times and upon reasonable notice, Lender, its agents, accountants and attorneys shall have the right to examine and audit the books and records of Borrower pertaining to the income, expenses and operation of the Property during reasonable business hours at any office of Borrower or Manager where the books and records are located. This Section 7.6 shall apply throughout the term of the Note and without regard to whether an Event of Default has occurred or is continuing..

Section 7.8. **Other Rights, etc**. (a) The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Security Instrument. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (i) the failure of Lender to comply with any request of Borrower or Guarantor with respect to the Loan to take any action to foreclose this Security Instrument or otherwise enforce any of the provisions hereof or of the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Property, or of any Person liable for the Obligations or any portion thereof, or (iii) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of the Note, this Security Instrument or the other Loan Documents.

(b) It is agreed that the risk of loss or damage to the Property is on Borrower, and Lender shall have no liability whatsoever for any decline in value of the Property, for failure

to maintain the Policies, or for failure to determine whether insurance in force is adequate as to the amount of risks insured. Possession by Lender shall not be deemed an election of judicial relief if any such possession is requested or obtained with respect to any Property or collateral not in Lender's possession.

(c) Subject to applicable law, Lender may resort for the payment of the Debt and the performance of the Other Obligations to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take action to recover the Debt, or any portion thereof, or to enforce the Other Obligations or any covenant hereof without prejudice to the right of Lender thereafter to foreclose this Security Instrument. The rights of Lender under this Security Instrument shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Lender shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded at law or in equity.

Section 7.9. Right to Release Any Portion of the Property. Lender, or Trustee upon written instructions from Lender, may release any portion of the Property for such consideration as Lender may require without, as to the remainder of the Property, in any way impairing or affecting the Lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the Debt shall have been reduced by the actual monetary consideration, if any, received by Lender for such release, and Lender may accept by assignment, pledge or otherwise any other property in place thereof as Lender may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a Lien and security interest in the remaining portion of the Property.

Section 7.10. Violation of Laws. If the Property is not in full compliance with any Legal Requirement, Lender may impose additional commercially reasonable requirements upon Borrower in connection herewith including, without limitation, monetary reserves or financial equivalents related to such Legal Requirements.

Section 7.11. Recourse and Choice of Remedies. Notwithstanding any other provision of this Security Instrument or the Loan Agreement, including without limitation, Section 3.1 to the Loan Agreement, Lender and other Indemnified Parties (as hereinafter defined) are entitled to enforce the obligations of Borrower and Guarantor with respect to the Loan contained in Section 8.1 herein without first resorting to or exhausting any security or collateral and without first having recourse to the Note or any of the Property, through foreclosure, exercise of a power of sale or acceptance of a deed in lieu of foreclosure or otherwise, and in the event Lender commences a foreclosure action against the Property or exercises its power of sale pursuant to this Security Instrument, Lender is entitled to pursue a deficiency judgment with respect to such obligations against Borrower and any guarantor or indemnitor with respect to the Loan. The provisions of Section 8.1 hereof are exceptions to any non-recourse or exculpation provisions in the Loan Agreement, the Note, this Security Instrument or the other Loan Documents, and Borrower and Guarantor with respect to the Loan are fully and personally liable for the obligations set forth in said Section 8.1 hereof, and in the event Lender commences a foreclosure action against the Property, Lender is entitled to pursue a deficiency judgment with respect to

such obligations against Borrower and Guarantor with respect to the Loan. The liability of Borrower and Guarantor with respect to the Loan pursuant to Section 8.1 hereof is not limited to the original principal amount of the Note. Notwithstanding the foregoing, nothing herein shall inhibit or prevent Lender from foreclosing or exercising its power of sale pursuant to this Security Instrument or exercising any other rights and remedies pursuant to the Loan Agreement, the Note, this Security Instrument and the other Loan Documents, whether simultaneously with foreclosure proceedings or in any other sequence. A separate action or actions may be brought and prosecuted against Borrower pursuant to Section 8.1 hereof whether or not an action is brought against any other Person and whether or not any other Person is joined in the action or actions. In addition, Lender shall have the right but not the obligation to join and participate in, as a party if it so elects, any administrative or judicial proceedings or actions initiated in connection with any matter addressed in Article 7 or Article 8 herein.

Section 7.12. Right of Entry. Subject to the rights of tenants and the terms of the Loan Agreement, upon reasonable notice to Borrower, Lender and its agents shall have the right to enter and inspect the Property at all reasonable times.

Section 7.13. Lender Not Obligated; Cumulative Rights. Nothing in this instrument shall be construed as obligating Lender to take any action or incur any liability with respect to the Property, and all options given to Lender are for its benefit and shall and may be exercised in such order and in such combination as Lender in its sole discretion may from time to time decide. Each remedy is distinct and cumulative to all other rights and remedies under this Instrument and the Loan Documents or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

ARTICLE 8 – MORTGAGE TAX INDEMNIFICATION

Section 8.1. Mortgage and/or Intangible Tax. Subject to the terms of the Loan Agreement, Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all actual Losses imposed upon, incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Security Instrument, the Note or any of the other Loan Documents, but excluding any income, franchise or other similar taxes.

ARTICLE 9 - WAIVERS

Section 9.1. Waiver of Counterclaim. To the extent permitted by applicable law, Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Security Instrument, the Loan Agreement, the Note, any of the other Loan Documents or the Obligations.

Section 9.2. Marshalling and Other Matters. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES THE BENEFIT OF ALL APPRAISEMENT, VALUATION, STAY, EXTENSION, REINSTATEMENT, HOMESTEAD AND REDEMPTION LAWS NOW OR HEREAFTER IN FORCE AND ALL RIGHTS OF

MARSHALLING IN THE EVENT OF ANY SALE HEREUNDER OF THE PROPERTY OR ANY PART THEREOF OR ANY INTEREST THEREIN. FURTHER, TO THE EXTENT PERMITTED BY APPLICABLE LAW BORROWER HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR DECREE OF FORECLOSURE OF THIS SECURITY INSTRUMENT AND NOTICE OF INTENTION TO MATURE OR DECLARE DUE THE WHOLE OF THE DEBT ON BEHALF OF BORROWER, AND ON BEHALF OF EACH AND EVERY PERSON ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS SECURITY INSTRUMENT.

Section 9.3. **Waiver of Notice**. To the extent permitted by applicable law, Borrower shall not be entitled to any notices of any nature whatsoever from Lender except with respect to matters for which this Security Instrument or the other Loan Documents specifically and expressly provide for the giving of notice by Lender or Trustee to Borrower and except with respect to matters for which Lender is required by applicable law to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Lender to Borrower.

Section 9.4. **Waiver of Statute of Limitations**. To the extent permitted by applicable law, Borrower hereby expressly waives and releases its right to plead any statute of limitations as a defense to payment of the Debt or performance of the Other Obligations.

Section 9.5. **Waiver of Jury Trial**. EACH OF BORROWER AND, BY VIRTUE OF ITS ACCEPTANCE OF THIS SECURITY INSTRUMENT, LENDER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND FOREVER WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THE NOTE, THIS SECURITY INSTRUMENT OR THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. EACH OF BORROWER AND LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.

ARTICLE 10 - EXCULPATION

The provisions of Section 3.1 of the Loan Agreement are hereby incorporated by reference into this Security Instrument to the same extent and with the same force as if fully set forth herein.

ARTICLE 11 - NOTICES

All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

ARTICLE 12 - APPLICABLE LAW

Section 12.1. Governing Law; Jurisdiction; Service of Process. This Security Instrument will be governed and construed in accordance with the laws of the State New York (without regard to conflict of law provisions thereof), provided, however, that with respect to the creation, perfection, priority and enforcement of the lien of this Security Instrument, the laws of the State where the Property is located shall govern.

Section 12.2. Provisions Subject to Applicable Law. All rights, powers and remedies provided in this Security Instrument may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Security Instrument invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Security Instrument or any application thereof shall be invalid or unenforceable, the remainder of this Security Instrument and any other application of the term shall not be affected thereby.

ARTICLE 13 - DEFINITIONS

All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Security Instrument may be used interchangeably in the singular or plural form and the word "Borrower" shall mean "Borrower and any subsequent owner or owners of the Property or any part thereof or any interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by this Security Instrument," the word "Property" shall include any portion of the Property and any interest therein, and the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels actually incurred or actually paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine and neuter forms and the singular form of nouns and pronouns shall include the plural and vice versa.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 14.1. No Oral Change. This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party(ies) against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 14.2. Successors and Assigns. This Security Instrument shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and assigns, as set forth in the Loan Agreement. Lender shall have the right to assign or transfer its rights under this Security Instrument in connection with any assignment of the Loan and the Loan

Documents. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Security Instrument. Borrower shall not have the right to assign or transfer its rights or obligations under this Security Instrument without the prior written consent of Lender, as provided in the Loan Agreement, and any attempted assignment without such consent shall be null and void.

Section 14.3. Inapplicable Provisions. If any term, covenant or condition of the Loan Agreement, the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Loan Agreement, the Note and this Security Instrument shall be construed without such provision.

Section 14.4. Headings, etc. The headings and captions of the various Sections of this Security Instrument are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 14.5. Subrogation. If any or all of the proceeds of the Note have been used to extinguish, extend or renew any indebtedness heretofore existing against the Property, then, to the extent of the funds so used, Lender shall be subrogated to all of the rights, claims, liens, titles, and interests existing against the Property heretofore held by, or in favor of, the holder of such indebtedness and such former rights, claims, liens, titles, and interests, if any, are not waived but rather are continued in full force and effect in favor of Lender and are merged with the lien and security interest created herein as cumulative security for the payment of the Debt and the Other Obligations.

Section 14.6. Entire Agreement. The Note, the Loan Agreement, this Security Instrument and the other Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Loan and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Note, the Loan Agreement, this Security Instrument and the other Loan Documents, there are not, and were not, and no Persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Note, the Loan Agreement, this Security Instrument and the other Loan Documents.

Section 14.7. Limitation on Lender's Responsibility. No provision of this Security Instrument shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession."

Section 14.8. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Security Instrument and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall control and be binding.

Section 14.9. Severability. In case any one or more of the provisions of this Security Instrument, the Note, the Assignment of Leases, the Loan Agreement, any of the other Loan Documents, or any other agreement now or hereafter executed in connection with any one or more of the foregoing is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof. Each of the provisions of every such agreement, document or instrument shall be enforceable by Lender to the fullest extent now or hereafter permitted by law.

Section 14.10. No Partnership or Joint Venture. No provision of this Security Instrument or any of the other Loan Documents shall constitute a partnership, joint venture, tenancy in common or joint tenancy between Borrower and Lender, it being intended that the only relationship created by this Security Instrument, the Loan Agreement, the Note and the other Loan Documents shall be that of debtor and creditor.

Section 14.11. No Merger. So long as the Obligations owed to Lender secured hereby remain unpaid and undischarged and unless Lender otherwise consents in writing, the fee, leasehold, subleasehold and sub-subleasehold estates in and to the Property will not merge but will always remain separate and distinct, notwithstanding the union of such estates (without implying Borrower's consent to such union) either in Borrower, Lender, any tenant or any third party by purchase or otherwise, in the event this Security Instrument is originally placed on a leasehold estate and Borrower later obtains fee title to the Property, such fee title will be subject and subordinate to this Security Instrument.

ARTICLE 15 - STATE-SPECIFIC PROVISIONS

Section 15.1. Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Article 15 and the terms and conditions of this Security Instrument, the terms and conditions of this Article 15 shall control and be binding.

Section 15.2 Debt and Obligations Secured. The following is hereby added to the end of Section 2.1 hereof:

"This conveyance is intended (i) to constitute a security agreement as required under the Uniform Commercial Code and (ii) to operate as and is to be construed as a deed passing title to the Property to Lender and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage."

Section 15.3 Remedies. Section 7.1(d) hereof is hereby deleted. The "or" at the end of Section 7.1(k) hereof is hereby deleted. The period at the end of Section 11.1(l) hereof is deleted and hereby replaced with a semi-colon. The following sub-sections are hereby added to Section 11.1 hereof:

"(m) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more public sales, as an entirety or in parcels, before the door of the courthouse of the County in which the Property or any part of the Property is

situated, to the highest bidder, upon such terms and after such notice thereof as may be required or permitted by law; the time, place and terms of such sale shall be advertised once a week for four (4) consecutive weeks, immediately prior to the sale (but without regard to the number of days elapsed intervening between the date of publication of the first advertisement and the date of sale) in a newspaper in which Sheriff's sales are advertised in said County. Lender may adjourn from time to time any sale by it to be made under or by virtue of this Security Instrument by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Lender, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned. Upon the completion of any sale made by Lender under or by virtue of this paragraph, Lender, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser a good and sufficient instrument conveying, assigning and transferring all estate, right, title and interest in and to the Property and rights sold. Lender is hereby irrevocably appointed the true and lawful agent and attorney in fact of Borrower, in its name and stead, to make all advertisements, sales, conveyances, assignments, transfers and deliveries of the Property and rights so sold, as provided for in this Security Instrument, and for that purpose Lender, in the name and stead of Borrower, may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Borrower hereby ratifying and confirming all that its said agent and attorney or such substitute shall lawfully do by virtue hereof. In case of any sale under this Security Instrument by virtue of the exercise of the powers herein granted, pursuant to any order in any judicial proceeding or otherwise, the Property may be sold at one or more successive sales in the manner provided by the Uniform Commercial Code. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, are granted as cumulative of the other remedies provided by law for collection of the Debt and shall not be exhausted by one exercise thereof but may be exercised until full payment of all sums secured hereby. Any sale made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Borrower in and to the Property and rights so sold, and shall be a perpetual bar both at law and in equity against Borrower and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Borrower; or

(n) upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Lender may bid for and acquire the Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Debt the net sales price after deducting therefrom the expenses of the sale and costs of the action and any other sums which Lender is authorized to deduct under this Security Instrument.

No recovery of any judgment by Lender and no levy of an execution under any judgment upon the Property or upon any other property of Borrower shall affect in any manner or to any extent the lien of this Security Instrument upon the Property or any part thereof, or any liens, rights, powers or remedies of Lender hereunder, but such liens, rights, powers and remedies of Lender shall continue unimpaired as before.

Section 15.3 Attorneys' Fees. Whenever in this Security Agreement the phrase "reasonable attorney's fees" or some similar phrase is used, in determining the amount of reasonable attorney's fees, the provisions of O.C.G.A. Section 13-1-11(a)(2) shall not apply, and the parties hereby waive said Section.

Section 15.4 Environmental Law. Notwithstanding anything contained in this Security Agreement or in the Loan Agreement to the contrary, the term "Environmental Law" shall include, without limitation the Georgia Air Quality Control Act, as amended (O.C.G.A. §§12-9-1, *et. seq.*); the Georgia Water Quality Control Act, as amended (O.C.G.A. §§12-5-20, *et. seq.*); the Georgia Solid Waste Management Act, as amended (O.C.G.A. §§12-8-20, *et. seq.*); the Georgia Hazardous Waste Management Act, as amended (O.C.G.A. §§12-8-60, *et. seq.*): the Georgia Erosion and Sedimentation Act, as amended (O.C.G.A. §§12-7-1, *et. seq.*); Georgia Metropolitan River Protection Act, as amended (O.C.G.A. §§12-5-440, *et. seq.*); the Georgia Underground Storage Tank Act (O.C.G.A. §§12-13-1, *et. seq.*); and the Uniform Fire Code, as adopted by and now or hereafter in effect in the State of Georgia.

Section 15.5 Obligations Secured. So long as the Obligations, or any part thereof, remain unpaid, Borrower agrees that possession of the Property by Borrower, or any person claiming under Borrower, shall be as tenant under Lender, and, in case of a sale under power or upon foreclosure as provided in this Security Instrument, Borrower and any person in possession under Borrower, as to whose interest such sale was not made subject, shall, at the option of the purchaser at such sale, then become and be tenants holding over, and shall forthwith deliver possession to such purchaser, or be summarily dispossessed in accordance with the laws applicable to tenants holding over; provided, however, it is expressly understood and agreed that in exercising its power of sale pursuant to this Security Instrument, Lender may, at its option, sell the Property or any part thereof at such sale subject to such Leases as shall be designated in any advertisement of sale required hereunder.

Section 15.6 Acknowledgement; Waiver. BY EXECUTION OF THIS SECURITY INSTRUMENT, BORROWER EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT OF LENDER TO ACCELERATE THE INDEBTEDNESS EVIDENCED BY THE NOTE AND ANY OTHER INDEBTEDNESS AND THE POWER OF ATTORNEY GIVEN HEREIN TO LENDER TO SELL THE PREMISES BY NONJUDICIAL FORECLOSURE UPON THE OCCURRENCE AND DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BY BORROWER WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY INSTRUMENT; (B) WAIVES ANY AND ALL RIGHTS WHICH BORROWER MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES OF AMERICA (INCLUDING, WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF) THE VARIOUS PROVISIONS OF THE CONSTITUTIONS FOR THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (1) TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY LENDER OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO LENDER, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY INSTRUMENT, THE NOTE, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS AND (2) CONCERNING THE APPLICATION, RIGHTS OR

BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; (C) ACKNOWLEDGES THAT BORROWER HAS READ THIS SECURITY INSTRUMENT AND ANY AND ALL QUESTIONS OF BORROWER REGARDING THE LEGAL EFFECT OF THIS SECURITY INSTRUMENT AND ITS PROVISIONS HAVE BEEN EXPLAINED FULLY TO BORROWER, AND BORROWER HAS CONSULTED WITH COUNSEL OF BORROWER'S CHOICE PRIOR TO EXECUTING THIS SECURITY INSTRUMENT; AND (D) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF BORROWER HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY BORROWER AS PART OF A BARGAINED FOR LOAN TRANSACTION.

Section 15.7 Protective Advances. This Security Instrument secures not only existing indebtedness, but also any and all reasonable amounts actually advanced by the lender to protect or preserve the security title conveyed hereby or to enforce the provisions hereof, made pursuant to the terms of the Note or the other Loan Documents (as the same may be amended or supplemented from time to time), the terms of all of which are incorporated herein by reference.

Section 15.8 Non-Residential Status of Property. Borrower represents and warrants to Lender that none of the Property is to be used as a dwelling place by Borrower at the time this Security Instrument is entered into and, accordingly, the notice requirement of O.C.G.A. §§44-14-162.2 and 44-14-162.3 shall not be applicable to any exercise of the power of sale contained in this Security Instrument.

Section 15.9 Commercial Transaction. The interest of Lender hereunder and the obligations of Grantor for the Debt arise from a "commercial transaction" within the meaning of O.C.G.A. § 44-14-260(1). Accordingly, pursuant to O.C.G.A. § 44-14-263, Borrower waives any and all rights which Borrower may have to notice prior to seizure by Lender of any interest in personal Property of Borrower which constitutes part of the Property, whether such seizure is by writ of possession or otherwise, and also waives the requirement for any bond in connection with any writ of immediate possession sought by Lender.

Section 15.10 Deed Passing Title. This conveyance is intended to operate and is to be construed as a deed passing the title to the Property to Lender and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage, and is given to secure the payment of the Debt. Upon payment in full of the Debt and compliance, by Borrower, with all other terms and obligations herein, Lender shall surrender and cancel this Deed of record.

Section 15.11 Title to the Premises. Borrower is the sole legal and beneficial owner of the Subject Property, and has and will have good, absolute and marketable title to the Property free and clear of all liens, claims, charges, equities, covenants, conditions, restrictions, easements, rights of way and all other matters effecting the Property, whether or not of record, except for the Permitted Exceptions. Borrower will preserve its title to the Property and will forever warrant and defend the same to Lender and will forever warrant and defend the validity and priority of the lien of the Loan Documents against the claims of all persons whatsoever.

Section 15.12 Maturity Date. This Security Instrument secures the Note together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby, or any replacement note or notes that may be substituted for said Note after the date thereof, which Note has a maturity date of December 6, 2022.

[THE REMAINDER OF THE PAGE IS INTENTIONALLY DELETED]

IN WITNESS WHEREOF, this Security Instrument has been executed by Borrower under seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission expires:

Feb 28, 2017

[NOTARIAL SEAL]

ATHERINE ARNETT
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 20 17

BORROWER:

FORSYTH OWNER 1, L.P., a Delaware limited partnership

By: FORSYTH OWNER 1 GP, L.L.C., a Delaware limited liability company, its general partner

By: _____ (SEAL)
Name: Christian Dalzell
Title: Authorized Signatory

_____ (SEAL)

[Signature Page –
Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement –
Avenue Forsyth]

EXHIBIT "A"

[LEGAL DESCRIPTION]

The Avenue Forsyth
"Shopping Center Remainder"

Shopping Center Parcel

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

1. South 13°21' 19" West, 122.30 feet to a point; thence,
2. South 17°45' 27" West, 362.84 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
3. North 65°02' 30" West, 73.98 feet to a point; thence,
4. South 88°13' 23" West, 224.42 feet to a point; thence,
5. South 01°46' 37" East, 213.00 feet to a point; thence,
6. South 88°13' 23" West, 124.00 feet to a point; thence,
7. South 01°46' 37" East, 151.50 feet to a point; thence,
8. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet to a point; thence,
9. North 88°13' 23" East, 210.25 feet to a point; thence,
10. North 46°29' 56" East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
11. 44.25 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 05°41' 06" West, 44.25 feet to a point, thence,
12. South 49°41' 04" West, 41.73 feet to a point; thence,
13. South 00°00' 00" East, 91.89 feet to a point; thence,
14. 36.31 feet along the arc of a curve deflecting to the right, having a radius of 74.50 feet and a chord bearing and distance of South 49°13' 19" East, 35.95 feet to a point; thence,
15. 35.14 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a bearing and distance of South 01°48' 07" East, 35.14 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
16. North 46°27' 19" West, 98.28 feet to a point; thence,
17. South 88°13' 23" West, 211.96 feet to a point; thence,
18. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
19. South 01°46' 37" East, 470.00 feet to a point; thence,
20. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet to a point; thence,
21. North 88°13' 23" East, 278.39 feet to a point; thence,

POOR ORIGINAL

22. 53.61 feet along the arc of a curve deflecting to the left, having a radius of 36.50 feet and a chord bearing and distance of North 61°02' 30" East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
23. South 07°55' 10" East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
24. 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78°36' 11" West, 22.18 feet to a point; thence,
25. South 88°13' 23" West, 235.33 feet to a point; thence,
26. 21.76 feet along the arc of a curve deflecting to the left, having a radius of 13.93 feet and a chord bearing and distance of South 43°42' 36" West, 19.63 feet to a point; thence,
27. South 00°48' 09" East, 7.74 feet to a point; thence,
28. South 88°13' 23" West, 271.85 feet to a point; thence,
29. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
30. South 01°46' 37" East, 106.91 feet to a point; thence,
31. South 46°42' 02" East, 86.28 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway (having a variable Right-of-Way); thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
32. South 88°13' 23" West, 31.86 feet to a point; thence,
33. North 60°17' 16" West, 19.16 feet to a point; thence,
34. South 88°13' 23" West, 45.73 feet to a point; thence,
35. South 01°46' 38" East, 15.18 feet to a point; thence,
36. South 88°13' 22" West, 9.00 feet to a point; thence,
37. North 01°46' 37" West, 40.18 feet to a point; thence,
38. South 88°13' 23" West, 30.27 feet to a point; thence,
39. South 01°46' 37" East, 25.00 feet to a point; thence,
40. South 88°13' 23" West, 25.00 feet to a point; thence,
41. South 45°13' 23" West, 31.13 feet to a point; thence,
42. South 88°13' 23" West, 16.83 feet to a point; thence, leaving the said Right-of-Way of Ronald Reagan Parkway
43. North 43°13' 40" East, 86.42 feet to a point; thence,
44. North 01°46' 37" West, 118.90 feet to a point; thence,
45. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46°46' 37" West, 58.69 feet to a point; thence,
46. South 88°13' 23" West, 302.00 feet to a point; thence,
47. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
48. South 01°46' 37" East, 107.44 feet to a point; thence,
49. South 47°14' 35" East, 86.35 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway; thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
50. South 88°13' 23" West, 168.85 feet to a point; thence,
51. South 43°13' 23" West, 16.97 feet to a point; thence,
52. South 88°13' 23" West, 584.40 feet to a point;

53. 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86°12' 59" West, 73.54 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway
54. North 43°13' 42" East, 34.77 feet to a point; thence,
55. North 88°13' 25" East, 20.00 feet to a point; thence,
56. North 01°45' 53" West, 25.00 feet to a point; thence,
57. North 88°10' 02" East, 1.25 feet to a point; thence,
58. North 01°46' 37" West, 235.60 feet to a point; thence,
59. North 28°15' 23"East, 19.66 feet to a point; thence,
60. North 01°46' 37"West, 115.36 feet to a point; thence,
61. North 88°13' 23"East, 355.65 feet to a point; thence,
62. 77.75 feet along the arc of a curve deflecting to the left, having a radius of 49.50 feet and chord bearing and distance of North 43°13' 23"East, 70.00 feet to a point; thence,
63. North 01°46' 37" West, 951.75 feet to a point; thence,
64. North 81°01' 22" West, 127.25 feet to a point; thence,
65. South 67°55' 30" West, 66.08 feet to a point; thence,
66. South 33°56' 35" West, 26.56 feet to a point; thence,
67. North 80°32' 07" West, 45.35 feet to a point; thence,
68. South 69°05' 40" West, 28.47 feet to a point; thence,
69. North 41°57' 40" West, 49.83 feet to a point; thence,
70. South 70°47' 46" West, 60.76 feet to a point; thence,
71. North 85°14' 26" West, 84.43 feet to a point; thence,
72. South 68°38' 52" West, 37.47 feet to a point; thence,
73. South 82°53' 10" West, 16.25 feet to a point; thence,
74. North 19°02' 14" West, 2.16 feet to a point; thence
75. North 85°08' 38" West, 80.71 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400; thence, running with the aforesaid Right-of-Way of Georgia State Highway 400
76. North 62°03' 32" East, 210.22 feet to a point; thence,
77. North 73°20' 13" East, 615.65 feet to a point; thence,
78. North 76°45' 36" East, 1054.76 feet to a point; thence,
79. South 84°11' 20" East, 484.66 feet to a point; thence,
80. South 33°25' 42" East, 39.60 feet to the point of beginning containing 2,469,328 square feet or 56.6880 acres of land, more or less.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13°21' 19" West, 122.30 feet to a point; thence, South 17°45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04°55' 09" West, 619.65 feet to a point; thence, South 07°55' 10" East, 533.61 feet; thence, South 08°14' 17" East, 30.62 feet to a point at the intersection with the

Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41°16' 04" West, 43.44 feet; thence, South 88°13' 23" West, 99.55 feet; thence, South 81°23' 16" West, 67.22 feet; thence, South 88°13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84°52' 29" West, 95.85 feet; thence, South 88°13' 23" West, 181.81 feet; thence, South 86°13' 23" West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88°13' 23" West, 472.13 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running
2. North 47°32' 54" West, 86.96 feet to a point; thence,
3. North 01°46' 37" West, 128.26 feet to a point; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43°13' 23" East, 58.69 feet to a point; thence,
5. North 88°13' 23" East, 267.89 feet to a point; thence,
6. 60.45 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 50°02' 54"East, 55.25 feet; thence,
7. 137.65 feet along the arc of a curve deflecting to the left, having a radius of 94.50 feet and a chord bearing and distance of South 50°02' 58"East, 125.80 feet; thence,
8. North 88°13' 23"East, 97.02 feet; thence,
9. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet; thence,
10. South 01°46' 37" East, 119.17 feet; thence,
11. South 43°19' 30" West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the Point of Beginning, containing 162,096 square feet or 3.7212 acres of land, more or less.

Said Shopping Center Remainder tract contains 2,307,232 square feet or 52.9668 acres of land, more or less and is subject to all Rights-of-Way and easements, both recorded and unrecorded.

TOGETHER WITH APPURTENANT EASEMENTS CONTAINED IN THE FOLLOWING DOCUMENTS WHICH BENEFIT THE SHOPPING CENTER TRACT AND THE OUTPARCELS AS SPECIFICALLY IDENTIFIED THEREIN:

1. Declaration Regarding Outparcels by Avenue Forsyth LLC, dated July 24, 2007, recorded in Deed Book 4835, page 489, Forsyth County, Georgia records; as affected by that certain First Amendment to Declaration Regarding Outparcels by Avenue Forsyth LLC and CP-Forsyth Investments LLC, dated as of September 30, 2009, recorded in Deed Book 5540, page 752, aforesaid records.
2. Utility Easement by Avenue Forsyth LLC and CP-Forsyth Investments LLC and Forsyth County, Georgia, dated as of March 27, 2008, recorded in Deed Book 5135, page 351, aforesaid records; as affected by that certain Quit Claim Deed of Partial Release between Forsyth County and Avenue Forsyth LLC, dated October 25, 2011, recorded in Deed Book 6107 page 648, aforesaid records.

3. Declaration of Easements, Rights, Covenants and Restrictions by CP-Forsyth Investments LLC, a Georgia limited liability company, and Avenue Forsyth LLC, a Georgia limited liability company, dated June 24, 2008, recorded in Deed Book 5167, page 1, aforesaid records; as amended by virtue of that certain First Amendment to Declaration of Easements, Rights, Covenants and Restrictions by Avenue Forsyth LLC, a Georgia limited liability company, CP-Avenue Forsyth Investments LLC, a Georgia limited liability company, and Children's Healthcare of Atlanta, Inc., a Georgia non-profit corporation, dated March 1, 2010, recorded in Deed Book 5641, page 275, aforesaid records; as re-recorded and filed for record June 4, 2010, recorded in Deed Book 5698, page 718, aforesaid records.

The Avenue Forsyth
"Out-Parcel Three"

All that tract or parcel of land lying and being in Land Lots 487 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13°21' 19" West, 122.30 feet to a point; thence, South 17°45' 27" West, 398.05 feet to a point; thence, 493.57 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 07°37' 01" West, 491.00 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Georgia State Route 141

1. 131.30 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 05°13' 17" East, 131.25 feet; thence,
2. South 07°55' 10" East, 5.13 feet; thence, leaving the aforesaid line of Georgia State Route 141 and running
3. South 86°13' 23" West, 331.00 feet; thence,
4. North 01°46' 37" West, 166.50 feet; thence,
5. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43°13' 23" East, 58.69 feet; thence,
6. North 88°13' 23" East, 211.96 feet; thence,
7. South 46°27' 19" East, 98.28 feet to the Point of Beginning, containing 64,058 square feet or 1.4713 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

The Avenue Forsyth
"Out-Parcel Five"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 169.57 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Georgia State Route 141

1. South 07° 55' 10" East, 160.85 feet; thence, leaving the aforesaid line of Georgia State
2. Route 141 and running
3. 53.61 feet along the arc of a curve deflecting to the right, having a radius of 56.50 feet and a chord bearing and distance of South 61° 02' 30" West, 51.62 feet; thence,
4. South 88° 15' 23" West, 278.39 feet; thence,
5. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet; thence,
6. North 01° 46' 37" West, 142.00 feet; thence,
7. North 88° 13' 23" East, 343.60 feet to the Point of Beginning, containing 65,058 square feet or 1.4935 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

Doc ID: 013711540003 Type: GLR
Recorded: 07/29/2013 at 02:26:46 PM
Fee Amt: $9.50 Page 1 of 3
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6774 PG 538-540

THIS DOCUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007
Forsyth County, Georgia

ASSIGNMENT OF DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT

KNOW THAT

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, having an address at 110 East 59th Street, 6th Floor, New York, NY 10022 ("Assignor"),

For valuable consideration given by:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF COMM 2013-CCRE6 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, having an address at 190 S. LaSalle Street, 7th Floor, Chicago, IL 60603 ("Assignee"),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, and set over, without recourse, representation and warranty, all of Assignor's right, title and interest, of any kind whatsoever, in and to the subject note(s) and loan documents, and including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

DEED TO SECURE DEBT, ASSIGNMENT OF LEASES AND RENTS AND SECURITY AGREEMENT (as same may have been amended) by Forsyth Owner 1, L.P., a Delaware limited partnership ("Borrower"), to Assignor, and recorded November 28, 2012, as Document Number 013256740034, in Book 6490, Page 296, in the Real Estate Records pertaining to the land situated in the State of Georgia, County of Forsyth ("Real Estate Records");

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 27th day of February, 2013.

(The remainder of this page has been intentionally left blank.)

Witness:

Name: Ravi Dsh

Name: Shannon Black

ASSIGNOR:

Cantor Commercial Real Estate Lending, L.P.,
a Delaware limited partnership

By:

Name: Jill A. Weinstein
Title: Secretary

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the 27th day of February, 2013 before me, a Notary Public in and for said state, personally appeared Jill A. Weinstein, Secretary of Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Signature: _____
Notary Public

W. TURNER BOOTH
Notary Public, State of New York
No. 02BO6270184
Qualified in New York County
Certificate filed in New York County
Commission Expires October 16, 2016

Doc ID: 013711630003 Type: GLR
Recorded: 07/29/2013 at 02:25:29 PM
Fee Amt: $9.50 Page 1 of 3
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6774 PG 535-537

Rec

THIS DOCUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:
ANDERSON, McCOY & ORTA, P.C.
100 North Broadway, Suite 2600
Oklahoma City, Oklahoma 73102
Telephone: 888-236-0007
Forsyth County, Georgia

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

KNOW THAT

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, having an address at 110 East 59th Street, 6th Floor, New York, NY 10022 ("Assignor"),

For valuable consideration given by:

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, IN TRUST FOR THE HOLDERS OF COMM 2013-CCRE6 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, having an address at 190 S. LaSalle Street, 7th Floor, Chicago, IL 60603 ("Assignee"),

the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, convey, assign, transfer, and set over, without recourse, representation and warranty, all of Assignor's right, title and interest, of any kind whatsoever, in and to the subject note(s) and loan documents, and including that of mortgagee, beneficiary, payee, assignee or secured party (as the case may be), in and to the following:

AMO Ref.: 6207.002
Loan/File Name: Avenue Forsyth
Custodian Ref.:

ASSIGNMENT OF LEASES AND RENTS (as same may have been amended) by Forsyth Owner 1, L.P., a Delaware limited partnership ("Borrower"), to Assignor, and recorded November 28, 2012, as Document Number 013256750017, in Book 6490, Page 330, in the Real Estate Records pertaining to the land situated in the State of Georgia, County of Forsyth ("Real Estate Records");

TO HAVE AND TO HOLD the same unto the Assignee and to the successors, legal representatives and assigns of the Assignee forever.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed this 27th day of February, 2013.

(The remainder of this page has been intentionally left blank.)

Witness:

Name:

Name: Shannon Black

ASSIGNOR:

Cantor Commercial Real Estate Lending, L.P.,
a Delaware limited partnership

By:
Name: Jill A. Weinstein
Title: Secretary

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On the _____ day of _____, 2013 before me, a Notary Public in and for said state, personally appeared Jill A. Weinstein, Secretary of Cantor Commercial Real Estate Lending, L.P., a Delaware limited partnership, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

Signature: _____
Notary Public

W. TURNER BOOTH
Notary Public, State of New York
No. 02BO6270194
Qualified in New York County
Certificate filed in New York County
Commission Expires October 16, 2016

PREPARED BY AND UPON
RECORDATION RETURN TO:

RETURN TO:
Isabel M. Garcia, Esq.
Piedmont Law Group
3524 Habersham at Northlake
Tucker, GA 30084



Doc ID: 013258750017 Type: GLR
Recorded: 11/28/2012 at 11:25:37 AM
Fee Amt: $42.00 Page 1 of 17
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 6490 PG 330-346

FORSYTH OWNER I, L.P., as assignor
(Borrower)

to

CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., as assignee
(Lender)

ASSIGNMENT OF LEASES AND RENTS

Dated:	As of November 27, 2012
Location:	410 Peachtree Parkway
County:	Cumming, Georgia

ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (as amended, restated, supplemented or otherwise modified from time to time, this "***Assignment***"), is made as of November 27, 2012, by FORSYTH OWNER 1, L.P., a Delaware limited partnership, as assignor, having an address at c/o Starwood Capital Group, 591 West Putnam Avenue, Greenwich, Connecticut 06830 (together with its permitted successors and assigns, collectively, "***Borrower***"), to CANTOR COMMERCIAL REAL ESTATE LENDING, L.P., a Delaware limited partnership, as assignee, having an address 499 Park Avenue, New York, New York 10022 (together with its successors and assigns, collectively, "***Lender***").

RECITALS:

A. This Assignment is given in connection with a loan in the principal sum of EIGHTY-THREE MILLION THREE HUNDRED THOUSAND and No/100 Dollars ($83,300,000.00) (the "***Loan***") made by Lender to Borrower pursuant to that certain Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "***Loan Agreement***"), and evidenced by that certain Promissory Note dated the date hereof, made by Borrower in favor of Lender (as the same may be amended, restated, replaced, supplemented, extended or otherwise modified from time to time, the "***Note***"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

B. The Note is secured by that certain Deed to Secure Debt, Assignment of Leases and Rents and Security Agreement, dated as of the date hereof (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "***Security Instrument***") made by Borrower for the benefit of Lender.

C. Borrower desires to further secure the payment of the Debt and the performance of all of its Other Obligations under the Note, the Security Instrument, the Loan Agreement and the other Loan Documents.

D. This Assignment is given pursuant to the Loan Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Loan Documents is secured hereby, and each and every term and provision of the Loan Agreement, the Note and the Security Instrument, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Assignment.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE 1 - ASSIGNMENT

1.1 **Property Assigned**. Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future Leases (including the right to enforce, at law, in equity or by other means, such Leases) affecting the use, enjoyment or occupancy of all or any portion of any space in that certain lot or piece of land, more particularly described in **Exhibit "A"** annexed hereto and made a part hereof, together with all or any part of the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "***Property***"), and every modification, amendment or other agreement relating to such Leases and the right title and interest of Borrower, its successors and assigns, therein and thereunder. The term "Leases" shall include all agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "***Bankruptcy Code***") together with any extension, renewal or replacement of the same. This Assignment of other present and future leases and present and future agreements is effective without further or supplemental assignment.

(b) Rents. All Rents, which term shall include Rents paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code.

(c) Bankruptcy Claims. All of Borrower's claims and rights (the "***Bankruptcy Claims***") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(d) Lease Guaranties. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "***Lease Guaranty***", and collectively, the "***Lease Guaranties***") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "***Lease Guarantor***", and collectively, the "***Lease Guarantors***") to Borrower.

(e) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and/or the Bankruptcy Claims.

(f) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under any of the Leases and the beneficiary under any of the Lease Guaranties, including, without limitation, the immediate and continuing right to make claims for, and to receive and collect and acknowledge receipt for, all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under any of the Leases or the Lease Guaranties.

(g) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(h) Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, Borrower's irrevocable power of attorney, coupled with an interest, to take any

and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(i) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (h) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE 2 - TERMS OF ASSIGNMENT

2.1 **Present Assignment and License Back**. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1, the Loan Agreement, the Clearing Account Agreement and the Cash Management Agreement, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties, Borrower shall hold the Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

2.2 **Notice To Lessees**. Borrower hereby authorizes and directs the lessees named in the Leases, any other future lessees or occupants of the Property, and all Lease Guarantors to pay over to Lender, or to such other party as Lender may direct, all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default exists, and to continue doing so until otherwise notified by Lender.

2.3 **Incorporation By Reference**. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents, as the same may be modified, renewed, substituted or extended from time to time, are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3 - REMEDIES

3.1 **Remedies of Lender**. Upon the occurrence and during the continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and all sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property, provided, however upon Lender's acceptance of Borrower's cure of any Event of Default (which Lender shall in no way be obligated to accept), the license granted to Borrower pursuant to Section 2.1 shall automatically be reinstated. In addition, Lender may, at its option, without waiving such Event of Default, upon notice, but without regard to the adequacy of the security for the Obligations, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise, and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may

deem proper, and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and all sums due under all Lease Guaranties, including, without limitation, those past due and unpaid, with full power to make from time to time all required alterations, renovations, repairs or replacements thereto or thereof as Lender may deem proper, and may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine: (a) all expenses of managing and securing the Property, including, without being limited thereto, the reasonable out-of-pocket salaries, fees and wages of a managing agent and such other employees or agents as Lender reasonably may deem necessary and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all necessary alterations, renovations, repairs or replacements, and all out-of-pocket expenses incident to taking and retaining possession of the Property; and (b) the Obligations, together with all out-of-pocket costs and reasonable attorneys' fees. In addition, upon the occurrence and during the continuance of an Event of Default, Lender, at its option, may (i) complete any construction on the Property in such manner and form as Lender deems necessary, (ii) exercise all rights and powers of Borrower with respect to the Leases and Rents, including, without limitation, the right to negotiate, execute, cancel, enforce or modify any Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (iii) require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in the possession of Borrower or its Affiliates, or (iv) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

3.2 **Other Remedies**. Nothing contained in this Assignment, and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder, shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, the Security Instrument or the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Obligations and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by Lender hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the Obligations of Borrower under this Assignment, the Loan Agreement, the Note, the Security Instrument or the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, the Security Instrument or any of the other Loan Documents (*provided, however*, that the foregoing shall not be deemed a waiver of (a) Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, or (b) Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

3.3 **Other Security**. Lender may (i) take or release other security for the payment of the Debt and performance of the Other Obligations (including, without limitation, the payment of

the Debt), (ii) release any party primarily or secondarily liable therefor, and (iii) apply any other security held by it to the payment of the Debt and performance of the Other Obligations without prejudice to any of its rights under this Assignment.

3.4 **Non-Waiver**. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as provided herein and in the other Loan Documents, shall not be considered a waiver of any Default or Event of Default by Borrower under the Note, the Loan Agreement, the Security Instrument, the Leases, this Assignment or the other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, the Security Instrument or the other Loan Documents. Subject to applicable law, Lender may resort for the payment of the Debt and performance of the Other Obligations to any other security held by Lender in such order and manner as Lender, in its sole discretion, may elect. Lender may take any action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative, and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

3.5 **Bankruptcy**. (a) Upon the occurrence and during the continuance of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject such Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten (10) day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code, and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after Lender's notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4 - NO LIABILITY, FURTHER ASSURANCES

4.1 **No Liability of Lender**. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default, unless such loss is caused by the gross negligence, willful misconduct or bad faith of Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Indemnified Parties for, and to hold Indemnified Parties harmless from (a) any and all liability, loss or damage actually incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment, and (b) from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against any Indemnified Parties by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties, except to the extent attributable to the gross negligence, willful misconduct or fraud of Lender. Should Indemnified Parties incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees actually incurred, shall be secured by this Assignment and by the Security Instrument and the other Loan Documents, and Borrower shall reimburse such Indemnified Parties therefor promptly upon demand and upon the failure of Borrower to do Lender may, at its option, declare all sums secured by this Assignment and by the Security Instrument and the other Loan Documents immediately due and payable. Subject to the provisions of the Loan Agreement and the other Loan Documents, this Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Environmental Indemnity), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. For purposes of this Article 4, the term "***Indemnified Parties***" shall mean Lender and any Affiliate or designee of Lender that has filed any registration statement relating to the Securitization or has acted as the sponsor or depositor in connection with the Securitization, any Affiliate of Lender that acts as an underwriter, placement agent or initial purchaser of Securities issued in the Securitization, any other co-underwriters, co-placement agents or co initial purchasers of Securities issued in the Securitization, and each of their respective officers, directors, partners, employees, representatives, agents and Affiliates and each Person or entity who Controls any such Person within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, any Person who is or will have been involved in the origination of the Loan, any Person who is or will have been involved in the servicing of the Loan secured hereby, any Person in whose name the encumbrance created by the Security Instrument is or will have been recorded, any Person who may hold or acquire or will have held a full or partial interest in the Loan (including, but not limited to, investors in the Securities, as well as custodians, trustees and other fiduciaries who hold or have held a full or partial interest in the Loan for the benefit of third parties) as well as the respective directors, officers, shareholders, partners, employees, agents, servants,

representatives, contractors, subcontractors, affiliates, subsidiaries, successors and assigns of any and all of the foregoing (including, but not limited to, any other Person who holds or acquires a full or partial interest in the Loan, and including, but not limited to any successors by merger, consolidation or acquisition of all or a substantial portion of Lender's assets and business). The provisions of this Section 4.1 shall survive any payment or prepayment of the Loan and any foreclosure or satisfaction of the Security Instrument. Notwithstanding the foregoing, Borrower shall not be required to indemnify the Indemnified Parties for any liabilities, losses or damages arising out of a state of facts that first came into existence after the date Lender or its nominee acquired title to the Property by foreclosure, deed in lieu of foreclosure of the Property or similar transaction, or the date on which Obligations have been paid, whether at maturity, as a result of acceleration, in connection with a prepayment or otherwise.

4.2 **No Mortgagee in Possession**. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

4.3 **Further Assurances**. Borrower will, at the cost of Borrower and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, reasonably require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter to be assigned, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver, and hereby authorizes Lender to file one or more financing statements, to evidence more effectively the lien and security interest hereof in and upon the Leases so long as the same shall not increase Borrower's obligations or decrease the rights of Borrower under the Loan Documents in any material respect.

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1 **Conflict of Terms**. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

5.2 **No Oral Change**. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

5.3 **General Definitions**. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note, the word "Note" shall

mean the Note and any other evidence of indebtedness secured by the Loan Agreement", the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees", "legal fees" and "counsel fees" shall include any and all attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

5.4 **Inapplicable Provisions**. All rights, powers and remedies provided in this Assignment may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of the term shall not be affected thereby.

5.5 **Governing Law**. This Assignment shall be governed in accordance with the terms and provisions of Section 10.3 of the Loan Agreement.

5.6 **Termination of Assignment**. Upon payment in full of the Obligations, this Assignment shall become and be void and of no effect.

5.7 **Notices**. All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

5.8 **WAIVER OF TRIAL BY JURY**. EACH OF BORROWER AND, BY VIRTUE OF ITS ACCEPTANCE OF THIS ASSIGNMENT, LENDER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE SECURITY INSTRUMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.

5.9 **Exculpation**. The provisions of Section 3.1 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

5.10 **Successors and Assigns**. This Assignment shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective successors and permitted assigns forever, Lender shall have the right to assign, sell, pledge, participate, delegate, or transfer, as applicable, to one or more Persons, all or any portion of its rights and obligations under this Assignment in connection with any assignment of the Loan and the Loan Documents to any Person. Any assignee or transferee of Lender shall be entitled to all the benefits afforded to Lender under this Assignment. Borrower shall not have the right to assign, delegate or transfer its rights or obligations under this Assignment without the prior written consent of Lender, as

provided in the Loan Agreement, and any attempted assignment, delegation or transfer without such consent shall be null and void.

5.11 **Section 5.12. Inconsistencies.** In the case of any conflict between the terms of this Assignment and the terms of the Security Instrument, the terms of this Assignment shall prevail. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

5.12 **Headings, Etc.** The headings and captions of the various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

[the Remainder of the Page Is Intentionally Blank]

IN WITNESS WHEREOF, THIS ASSIGNMENT HAS BEEN EXECUTED UNDER SEAL BY BORROWER AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission expires:

Feb 28, 2017

[NOTARIAL SEAL]

CATHERINE ARNETT
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB 28, 2017

BORROWER:

FORSYTH OWNER 1, L.P. a Delaware limited partnership

By: FORSYTH OWNER 1 GP, L.L.C., a Delaware limited liability company, its general partner

By: _____ (SEAL)
Name: Christian Dalzell
Title: Authorized Signatory

_____ (SEAL)

[Signature Page – Assignment of Leases and Rents – Avenue Forsyth]

EXHIBIT "A"
[Legal Description]

The Avenue Forsyth
"Shopping Center Remainder"

Shopping Center Parcel

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

1. South 13°21' 19" West, 122.30 feet to a point; thence,
2. South 17°45' 27" West, 362.84 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
3. North 65°02' 30" West, 73.98 feet to a point; thence,
4. South 88°13' 23" West, 224.42 feet to a point; thence,
5. South 01°46' 37" East, 213.00 feet to a point; thence,
6. South 88°13' 23" West, 114.00 feet to a point; thence,
7. South 01°46' 37" East, 151.50 feet to a point; thence,
8. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet to a point; thence,
9. North 88°13' 23" East, 210.25 feet to a point; thence,
10. North 46°29' 56" East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
11. 44.25 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 05°41' 06"West, 44.25 feet to a point; thence,
12. South 49°41' 04"West, 41.73 feet to a point; thence,
13. South 00°00' 00"East, 91.89 feet to a point; thence,
14. 36.31 feet along the arc of a curve deflecting to the right, having a radius of 74.50 feet and a chord bearing and distance of South 49°13' 19"East, 35.95 feet to a point; thence,
15. 35.14 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a bearing and distance of South 01°48' 07"East, 35.14 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
16. North 46°27' 19" West, 98.28 feet to a point; thence,
17. South 88°13' 23" West, 211.96 feet to a point; thence,
18. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
19. South 01°46' 37" East, 470.00 feet to a point; thence,
20. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet to a point; thence,
21. North 88°13' 23" East, 278.39 feet to a point; thence,

22. 55.61 feet along the arc of a curve deflecting to the left, having a radius of 56.90 feet and a chord bearing and distance of North 61°02' 30" East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
23. South 07°55' 10" East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
24. 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78°36' 11" West, 22.18 feet to a point; thence,
25. South 88°13' 23" West, 235.33 feet to a point; thence,
26. 21.76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43°42' 36" West, 19.63 feet to a point; thence,
27. South 00°49' 09" East, 7.74 feet to a point; thence,
28. South 88°13' 23" West, 271.85 feet to a point; thence,
29. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
30. South 01°46' 37" East, 106.91 feet to a point; thence,
31. South 46°42' 02" East, 86.28 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway (having a variable Right-of-Way); thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
32. South 88°13' 23" West, 31.86 feet to a point; thence,
33. North 60°17' 16" West, 19.16 feet to a point; thence,
34. South 88°13' 23" West, 45.73 feet to a point; thence,
35. South 01°46' 38" East, 15.18 feet to a point; thence,
36. South 88°13' 22" West, 9.00 feet to a point; thence,
37. North 01°46' 37" West, 40.18 feet to a point; thence,
38. South 88°13' 23" West, 30.27 feet to a point; thence,
39. South 01°46' 37" East, 25.00 feet to a point; thence,
40. South 88°13' 23" West, 25.00 feet to a point; thence,
41. South 43°13' 23" West, 31.13 feet to a point; thence,
42. South 88°13' 23" West, 16.85 feet to a point; thence, leaving the said Right-of-Way of Ronald Reagan Parkway
43. North 43°13' 49" East, 86.42 feet to a point; thence,
44. North 01°46' 37" West, 118.90 feet to a point; thence,
45. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46°46' 37" West, 58.69 feet to a point; thence,
46. South 88°13' 23" West, 502.00 feet to a point; thence,
47. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
48. South 01°46' 37" East, 107.44 feet to a point; thence,
49. South 47°14' 35" East, 86.35 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway; thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
50. South 88°13' 23" West, 168.85 feet to a point; thence,
51. South 43°13' 23" West, 16.97 feet to a point; thence,
52. South 88°13' 23" West, 584.40 feet to a point;

53. 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86°12' 59" West, 73.54 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway
54. North 43°13' 42" East, 34.77 feet to a point; thence,
55. North 88°13' 29" East, 20.00 feet to a point; thence,
56. North 01°45' 53" West, 25.00 feet to a point; thence,
57. North 88°10' 02" East, 1.25 feet to a point; thence,
58. North 01°46' 37" West, 215.60 feet to a point; thence,
59. North 28°13' 23"East, 19.66 feet to a point; thence,
60. North 01°46' 37"West, 115.36 feet to a point; thence,
61. North 88°13' 23"East, 355.65 feet to a point; thence,
62. 77.75 feet along the arc of a curve deflecting to the left, having a radius of 49.50 feet and chord bearing and distance of North 43°13' 23"East, 70.00 feet to a point; thence,
63. North 01°46' 37" West, 931.75 feet to a point; thence,
64. North 81°01' 22" West, 127.25 feet to a point; thence,
65. South 87°55' 30" West, 66.08 feet to a point; thence,
66. South 53°56' 35" West, 26.56 feet to a point; thence,
67. North 80°32' 07" West, 45.35 feet to a point; thence,
68. South 69°05' 40" West, 28.47 feet to a point; thence,
69. North 41°57' 40" West, 49.83 feet to a point; thence,
70. South 70°47' 46" West, 60.76 feet to a point; thence,
71. North 85°14' 26" West, 84.43 feet to a point; thence,
72. South 68°38' 52" West, 37.47 feet to a point; thence,
73. South 82°53' 10" West, 16.25 feet to a point; thence,
74. North 19°02' 14" West, 2.16 feet to a point; thence
75. North 85°08' 38" West, 80.71 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400; thence, running with the aforesaid Right-of-Way of Georgia State Highway 400
76. North 62°03' 32" East, 210.22 feet to a point; thence,
77. North 73°20' 13" East, 615.63 feet to a point; thence,
78. North 76°43' 36" East, 1054.76 feet to a point; thence,
79. South 84°11' 20" East, 484.65 feet to a point; thence,
80. South 33°25' 42" East, 89.60 feet to the point of beginning containing 2,469,328 square feet or 56.6880 acres of land, more or less.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13°21' 19" West, 122.30 feet to a point; thence, South 17°45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04°55' 09" West, 619.65 feet to a point; thence, South 07°35' 10" East, 553.61 feet; thence, South 08°34' 17" East, 30.62 feet to a point at the intersection with the

Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41°16' 04" West, 43.44 feet; thence, South 88°13' 23" West, 99.53 feet; thence, South 81°29' 16" West, 67.22 feet; thence, South 88°13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84°52' 29" West, 99.85 feet; thence, South 88°13' 23" West, 181.81 feet; thence, South 88°13' 23" West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88°13' 23" West, 472.13 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running
2. North 47°32' 54" West, 86.36 feet to a point; thence,
3. North 01°46' 37" West, 228.26 feet to a point; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43°13' 23" East, 58.69 feet to a point; thence,
5. North 88°13' 23" East, 267.89 feet to a point; thence,
6. 60.45 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 50°02' 54"East, 55.25 feet; thence,
7. 137.63 feet along the arc of a curve deflecting to the left, having a radius of 94.50 feet and a chord bearing and distance of South 50°02' 58"East, 125.80 feet; thence,
8. North 88°13' 23"East, 97.03 feet; thence,
9. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet; thence,
10. South 01°46' 37" East, 119.17 feet; thence,
11. South 43°19' 30" West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the Point of Beginning, containing 162,096 square feet or 3.7212 acres of land, more or less.

Said Shopping Center Remainder tract contains 2,307,252 square feet or 53.9668 acres of land, more or less and is subject to all Rights-of-Way and easements, both recorded and unrecorded.

TOGETHER WITH APPURTENANT EASEMENTS CONTAINED IN THE FOLLOWING DOCUMENTS WHICH BENEFIT THE SHOPPING CENTER TRACT AND THE OUTPARCELS AS SPECIFICALLY IDENTIFIED THEREIN:

1. Declaration Regarding Outparcels by Avenue Forsyth LLC, dated July 24, 2007, recorded in Deed Book 4835, page 489, Forsyth County, Georgia records; as affected by that certain First Amendment to Declaration Regarding Outparcels by Avenue Forsyth LLC and CF-Forsyth Investments LLC, dated as of September 30, 2009, recorded in Deed Book 5540, page 752, aforesaid records.
2. Utility Easement by Avenue Forsyth LLC and CF-Forsyth Investments LLC and Forsyth County, Georgia, dated as of March 27, 2008, recorded in Deed Book 5155, page 351, aforesaid records; as affected by that certain Quit Claim Deed of Partial Release between Forsyth County and Avenue Forsyth LLC, dated October 25, 2011, recorded in Deed Book 6107 page 649, aforesaid records.

3. Declaration of Easements, Rights, Covenants and Restrictions by CP-Forsyth Investments LLC, a Georgia limited liability company, and Avenue Forsyth LLC, a Georgia limited liability company, dated June 24, 2008, recorded in Deed Book 5167, page 1, aforesaid records; as amended by virtue of that certain First Amendment to Declaration of Easements, Rights, Covenants and Restrictions by Avenue Forsyth LLC, a Georgia limited liability company, CP-Avenue Forsyth Investments LLC, a Georgia limited liability company, and Children's Healthcare of Atlanta, Inc., a Georgia non-profit corporation, dated March 1, 2010, recorded in Deed Book 5641, page 275, aforesaid records; as re-recorded and filed for record June 4, 2010, recorded in Deed Book 5698, page 718, aforesaid records.

The Avenue Forsyth
"Out-Parcel Three"

All that tract or parcel of land lying and being in Land Lots 487 and 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13°21' 19" West, 122.30 feet to a point; thence, South 17°45' 27" West, 398.05 feet to a point; thence, 493.57 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 07°37' 01" West, 491.00 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Georgia State Route 141

1. 131.30 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 05°13' 17" East, 131.25 feet; thence,
2. South 07°55' 10" East, 5.13 feet; thence, leaving the aforesaid line of Georgia State Route 141 and running
3. South 85°13' 23" West, 331.00 feet; thence,
4. North 01°46' 37" West, 164.50 feet; thence,
5. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43°13' 23" East, 58.69 feet; thence,
6. North 88°13' 23" East, 211.96 feet; thence,
7. South 46°27' 19" East, 98.28 feet to the Point of Beginning, containing 64,088 square feet or 1.4713 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

The Avenue Forsyth
"Out-Parcel Five"

All that tract or parcel of land lying and being in Land Lot 522, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13° 21' 19" West, 122.30 feet to a point; thence, South 17° 45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04° 55' 09" West, 619.65 feet to a point; thence, South 07° 55' 10" East, 169.57 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said line of Georgia State Route 141

1. South 07° 55' 10" East, 160.85 feet; thence, leaving the aforesaid line of Georgia State
2. Route 141 and running
3. 53.61 feet along the arc of a curve deflecting to the right, having a radius of 56.50 feet and a chord bearing and distance of South 61° 02' 39" West, 51.62 feet; thence,
4. South 88° 13' 23" West, 278.39 feet; thence,
5. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 46° 46' 37" West, 58.69 feet; thence,
6. North 01° 46' 37" West, 142.00 feet; thence,
7. North 88° 13' 23" East, 348.60 feet to the Point of Beginning, containing 65,058 square feet or 1.4935 acres of land, more or less.

Described property is subject to all Rights-of-Way and easements, both recorded and unrecorded.

Doc ID: 013256840010 Type: GLR
Recorded: 11/28/2012 at 11:15:01 AM
Fee Amt: $115,228.00 Page 1 of 10
Transfer Tax: $115,200.00
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK6490 PG227-236

(Space Above for Recorder's Use)

After Recording Please Return To:
Isabel M. Garcia, Esq.
Piedmont Law Group of Garcia & Van Duyne LLC
3524 Habersham At Northlake
Tucker, Georgia 30084

STATE OF GEORGIA

COUNTY OF FORSYTH

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 27th day of November, 2012, between AVENUE FORSYTH LLC, a Georgia limited liability company (hereinafter referred to as *"Grantor"*) and FORSYTH OWNER 1, L.P., a Delaware limited partnership (hereinafter referred to as *"Grantee"*) (*"Grantor"* and *"Grantee"* to include their respective successors, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all those certain tracts or parcels of land lying and being in Forsyth County, Georgia (hereinafter referred to collectively as the *"Land"*) as more particularly described in the attached **EXHIBIT "A,"** which exhibit is incorporated herein.

TOGETHER WITH all rights, members, structures, easements, alleys, ways, appurtenances, improvements, chattels, timber, shrubbery, trees, plants, fixtures, privileges, tenements or hereditaments incident or appurtenant thereto (the foregoing, together with the Land, are herein referred to as the *"Property"*), subject only to those matters set forth and described on **EXHIBIT "B"** attached hereto and by this reference made a part hereof (herein referred to as the *"Permitted Exceptions"*).

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE, subject only to the Permitted Exceptions.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against the claims of any persons owning, holding or claiming by, through or under Grantor.

[Signature appears on next page]

IN WITNESS WHEREOF, Grantor has hereunto caused this Indenture to be executed under seal by its duly authorized representative as of the date and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

Unofficial Witness

Notary Public

Commission Expiration

MARY J SHIPE NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 18, 2014 COBB COUNTY, GEORGIA

AVENUE FORSYTH LLC,
a Georgia limited liability company

By: CP Venture Six LLC, a Delaware limited liability company, its sole member

By: CP Venture IV Holdings LLC, a Delaware limited liability company, its sole member

By: Cousins Properties Incorporated, a Georgia corporation, its Development Manager

By: _____
Name: Craig B. Jones
Title: Executive Vice President

(CORPORATE SEAL)

EXHIBIT "A"

Legal Description

All that tract or parcel of land lying and being in Land Lots 486, 487, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia, said tract or parcel of land being more fully shown and designated as the "Shopping Center Parcel", containing 2,307,232 square feet or 52.9668 acres of land, more or less, according to the Final Plat for the Avenue Forsyth (Phase I) recorded in Plat Book 126, Pages 226-234 as Document Number 011386700009, in the records of the Clerk of the Superior Court of Forsyth County, Georgia.

TOGETHER WITH APPURTENANT EASEMENTS, RIGHTS, AND BENEFITS CONTAINED IN THE FOLLOWING DOCUMENTS WHICH BENEFIT THE ABOVE-DESCRIBED SHOPPING CENTER PARCEL:

1. Declaration Regarding Outparcels by Avenue Forsyth LLC, dated July 24, 2007, recorded in Deed Book 4835, page 489, Forsyth County, Georgia records, as affected by that certain First Amendment to Declaration Regarding Outparcels by Avenue Forsyth LLC and CP-Forsyth Investments LLC, dated as of September 30, 2009, recorded in Deed Book 5540, page 732, aforesaid records; as assigned by Avenue Forsyth LLC to Forsyth Owner 1, L.P. pursuant to that certain Assignment and Assumption of Rights to be recorded in the aforesaid records.

2. Utility Easement by Avenue Forsyth LLC and CP-Forsyth Investments LLC and Forsyth County, Georgia, dated as of March 27, 2008, recorded in Deed Book 5135, page 351, aforesaid records; as affected by that certain Quit Claim Deed of Partial Release between Forsyth County and Avenue Forsyth LLC, dated October 25, 2011, recorded in Deed Book 6107, page 649, aforesaid records.

3. Declaration of Easements, Rights, Covenants and Restrictions by CP-Forsyth Investments LLC, a Georgia limited liability company, and Avenue Forsyth LLC, a Georgia limited liability company, dated June 24, 2008, recorded in Deed Book 5167, page 1, aforesaid records; as amended by that certain First Amendment to Declaration of Easements, Rights, Covenants, and Restrictions by Avenue Forsyth LLC, a Georgia limited liability company, CP-Forsyth Investments LLC, a Georgia limited liability company, and Children's Healthcare of Atlanta, Inc., a Georgia non-profit corporation, dated March 1, 2010, recorded in Deed Book 5641, page 275, aforesaid records; as re-recorded and filed for record June 4, 2010, recorded in Deed Book 5698, page 718, aforesaid records; as assigned by Avenue Forsyth LLC and CP-Forsyth Investments LLC to Forsyth Owner 1, L.P. pursuant to that certain Assignment and Assumption of Rights to be recorded in the aforesaid records.

4. Reciprocal Signage and Easement Agreement by and between CP - Forsyth Investments LLC and Avenue Forsyth LLC, to be recorded in the aforesaid records; as assigned by

Avenue Forsyth LLC and CP-Forsyth Investments LLC to Forsyth Owner 1, L.P. pursuant to that certain Assignment and Assumption of Rights to be recorded in the aforesaid records.

EXHIBIT "B"

Permitted Exceptions

1. Taxes for the year 2013, a lien not yet due and payable.

2. Right of Way Easement from T.R. Brannon to Forsythe County Rural Electric Membership Corporation, dated July 20, 1938, recorded in Deed Book 17, page 30(a), Forsyth County, Georgia records.

3. Right of Way Easement from E. W. Lively to Forsyth County Rural Electric Membership Corporation, dated July 20, 1938, recorded in Deed Book 17, page 133(a), aforesaid records.

4. Right-of-Way Easement from G.W. Phillips to Forsythe County Rural Electric Membership Corporation, dated July 16, 1938, recorded in Deed Book 17, page 164(a), aforesaid records.

5. Right-of-Way Easement from Pleasant View Church to Forsythe County Rural Electric Membership Corporation, dated November 29, 1938, recorded in Deed Book 17, page 164(b), aforesaid records.

6. Right-of-Way Deed from Elron Barnett to the State Highway Department of Georgia, dated January 21, 1950, recorded in Promiscuous Book C, page 181, aforesaid records.

7. Right of Way Deed (Limited Access) from Bill H. Barnett, E. L. Barnett, Edwin N. Gravitt, Emory Lipscomb, George E. Cashin, and Coy R. Johnson to State Highway Department of Georgia, dated May 17, 1971, recorded in Deed Book 99, page 390, Forsyth County, Georgia Records, and Right of Way Deed (Limited Access) from Mrs. E. W. Lively a/k/a Ruth B. Lively, dated October 15, 1971, recorded in Deed Book 102, page 493, aforesaid records.

8. Right-of-Way Deed from Quiktrip Corporation to the Department of Transportation, dated February 17, 1999, recorded in Deed Book 1450, page 20, aforesaid records.

9. Right of Way Deed from Sanford H. Orkin as to an undivided 62.52% interest, Barbara H. Orkin, as Trustee of the Sherri O. Soriano (f/k/a Sherri Orkin) Life Trust U/A dated December 27, 1973, as to an undivided 9.37% interest, Barbara H. Orkin, as Trustee of the Laurie Ann Orkin (n/k/a Laurie O. Ginburg) Life Trust U/A dated December 27, 1973, as to an undivided 9.37% interest, Barbara H. Orkin, as Trustee of the Michael Orkin Life Trust U/A dated December 27, 1973, as to an undivided 9.37% interest, and Barbara H. Orkin, as Trustee of the Kenneth A. Orkin Life Trust U/A dated December 27, 1973, as to an undivided 9.37% interest, to Department of Transportation, dated February 19, 1999, recorded in Deed Book 1457, page 198, aforesaid records.

10. Right of Way Deed from Jerry W. Brannon to Department of Transportation, dated May 6, 1999, recorded in Deed Book 1498, page 72, aforesaid records; as corrected by that certain Corrective Right of Way Deed from Jerry W. Brannon to Department of Transportation dated June 4, 1999, recorded in Deed Book 1513, page 550, aforesaid records.

11. Pole Line Easement from Jerry W. Brannon and Joan S. Brannon to Georgia Transmission Corporation and Sawnee Electric Membership Corporation, dated February 8, 2001, recorded in Deed Book 1870, page 152, aforesaid records.

12. Pole Line Easement from Sanford H. Orkin, individually, and Barbara H. Orkin as Trustee for Sherri Lynn Orkin, n/k/a Sherri O. Soriano, Laurie Ann Orkin, n/k/a Laurie O. Ginburg, Michael Brian Orkin, and Kenneth A. Orkin, to Georgia Transmission Corporation (An Electric Membership Corporation) and Sawnee Electric Membership Corporation, dated April 10, 2001, recorded in Deed Book 1912, page 164, aforesaid records.

13. Pole Line Easement from Quiktrip Corporation to Georgia Transmission Corporation, dated April 10, 2001, recorded in Deed Book 1912, page 169, aforesaid records.

14. Permanent Drainage Easement from Jerry W. Brannon and Joan S. Brannon to Forsyth County, dated May 10, 2004, recorded in Deed Book 3336, page 191, aforesaid records.

15. Limited Warranty Deed between Quiktrip Corporation and Forum Shops Cumming, LLC, dated April 4, 2006, recorded in Deed Book 4224, page 213, aforesaid records.

16. Agreement Regarding Median Cuts, Traffic Signal Locations and Utility Locations by and between Sanford H. Orkin, an individual, and Barbara H. Orkin, in her capacity as Trustee of (i) the Sherri Orkin Life Trust U/A dated December 27, 1973, (ii) the Laurie Orkin Life Trust U/A dated December 27, 1973, (iii) the Michael Orkin Life Trust U/A dated December 27, 1973, and (iv) the Kenneth Orkin Life Trust U/A dated December 27, 1973, and Avenue Forsyth LLC, dated as of January 17, 2007, recorded in Deed Book 4603, page 742, aforesaid records.

17. Right of Way Easement by Avenue Forsyth LLC to Sawnee Electric Membership Corporation, undated, filed for record June 15, 2007, recorded in Deed Book 4784, page 667, aforesaid records.

18. Declaration Regarding Outparcels by Avenue Forsyth LLC, dated July 24, 2007, recorded in Deed Book 4835, page 489, aforesaid records; as affected by that certain First Amendment to Declaration Regarding Outparcels by Avenue Forsyth LLC and CP-Forsyth Investments LLC, dated as of September 30, 2009, recorded in Deed Book 5540, page 732, aforesaid records; as assigned by Avenue Forsyth LLC to Forsyth Owner 1, L.P. pursuant to that certain Assignment and Assumption of Rights to be recorded in the aforesaid records.

19. Terms, conditions and restrictions contained in that certain Memorandum of Lease by and between Avenue Forsyth LLC ("Landlord") and American Multi-Cinema, Inc. ("Tenant"), dated as of August 2, 2007, recorded in Deed Book 4908, page 82, aforesaid records.

20. Easement from Avenue Forsyth, LLC, a Georgia limited liability company, to BellSouth Telecommunications, Inc., dated July 6, 2007, recorded in Deed Book 4916, page 4, aforesaid records.

21. Parcel Separation Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 117, pages 217-223, aforesaid records; as modified by that certain Final Plat for The Avenue Forsyth (Phase I) recorded in Plat Book 126, pages 226-234, aforesaid records; and Phase I Site Development Record Drawing for The Avenue Forsyth recorded in Plat Book 121, pages 1-13, aforesaid records.

22. Memorandum of Lease by and between CP-Forsyth Investments LLC ("Landlord") and CVS 75370 GA, L.L.C. ("Tenant"), dated as of April 11, 2008, recorded in Deed Book 5102, page 91, aforesaid records; as affected by that certain Assignment and Assumption of Ground Lease by and between CVS 75370 GA, L.L.C. and SCP 2009-C32-505 LLC, dated June 19, 2009, recorded in Deed Book 5491, page 24, aforesaid records; as affected by that certain Assignment and Assumption Agreement by and between CP-Forsyth Investments LLC and SJR Properties, LLC, dated March 17, 2010, recorded in Deed Book 5648, page 721, aforesaid records.

23. Utility Easement by Avenue Forsyth LLC and CP-Forsyth Investments LLC and Forsyth County, Georgia, dated as of March 27, 2008, recorded in Deed Book 5135, page 351, aforesaid records; as affected by that certain Quit Claim Deed of Partial Release between Forsyth County and Avenue Forsyth LLC, dated October 25, 2011, recorded in Deed Book 6107 page 649, aforesaid records.

24. Utility Easement by Avenue Forsyth LLC and CP-Forsyth Investments LLC and Forsyth County, dated as of April 9, 2008, recorded in Deed Book 5135, page 366, aforesaid records.

25. Memorandum of Lease by and between Avenue Forsyth LLC ("Landlord") and Barnes & Noble Booksellers, Inc. ("Tenant"), dated as of August 8, 2007, recorded in Deed Book 5147, page 437, aforesaid records.

26. Declaration of Easements, Rights, Covenants and Restrictions by CP-Forsyth Investments LLC, a Georgia limited liability company, and Avenue Forsyth LLC, a Georgia limited liability company, dated June 24, 2008, recorded in Deed Book 5167, page 1, aforesaid records; as amended by virtue of that certain First Amendment to Declaration of Easements, Rights, Covenants and Restrictions by Avenue Forsyth LLC, a Georgia limited liability company, CP-Avenue Forsyth Investments LLC, a Georgia limited liability company, and Children's Healthcare of Atlanta, Inc., a Georgia non-profit corporation, dated March 1, 2010, recorded in Deed Book 5641, page 275, aforesaid

records; as re-recorded and filed for record June 4, 2010, recorded in Deed Book 5698, page 718, aforesaid records; as assigned by Avenue Forsyth LLC and CP-Forsyth Investments LLC to Forsyth Owner 1, L.P. pursuant to that certain Assignment and Assumption of Rights to be recorded in the aforesaid records.

27. Lease as evidenced of recorded in Deed Book that certain Memorandum of Lease by and between CP-Forsyth Investments, LLC, a Georgia limited liability company ("Lessor"), Avenue Forsyth LLC, a Georgia limited liability company ("Shopping Center Owner") and Red Robin International, Inc., a Nevada corporation ("Lessee"), dated September 11, 2008, recorded in 5242, page 483, aforesaid records; as affected by that certain Assignment and Assumption Agreement by and between CP-Forsyth Investments LLC, a Georgia limited liability company, and R Red LLC, a Washington limited liability company, dated March 9, 2010, recorded in Deed Book 5644, page 735, aforesaid records.

28. Agreement Regarding Outparcel Restriction Avenue Forsyth by and between Avenue Forsyth LLC and CP-Forsyth Investments LLC, dated July 2, 2009, recorded in Deed Book 5515, page 627, aforesaid records.

29. Sanitary Sewer Easement from CP-Forsyth Investments LLC, a Georgia limited liability company, and Avenue Forsyth LLC, a Georgia limited liability company, for Forsyth County, Georgia, dated August 5, 2010, recorded in Deed Book 5756, page 69, aforesaid records.

30. Agreement Regarding Outparcel Restrictions Avenue Forsyth by and between Avenue Forsyth LLC and CP-Forsyth Investments LLC, undated, filed for record April 5, 2011, recorded in Deed Book 5937, page 675, aforesaid records; as recorded again in Deed Book 5972, page 634, aforesaid records.

31. Memorandum of Lease by and between Avenue Forsyth LLC ("Landlord) and Academy, Ltd. ("Tenant"), dated as of March 31, 2011, recorded in Deed Book 5937, page 689, aforesaid records; as recorded again in Deed Book 5972, page 646, aforesaid records.

32. Utility Easement from Avenue Forsyth LLC to Forsyth County, Georgia, dated September 20, 2001, recorded in Deed Book 6107, page 653, aforesaid records.

33. Declaration of Covenants, Conditions and Restrictions by CP-Forsyth Investments, LLC, a Georgia limited liability company, and Avenue Forsyth, LLC, a Georgia limited liability company, dated March 20, 2012, recorded in Deed Book 6235, page 14, aforesaid records.

34. Lease as evidenced of record by that certain Short Form Lease by and between CP-Forsyth Investments, LLC, a Georgia limited liability company, and Carrabba's Italian Grill, a Florida limited liability company, dated March 16, 2012, recorded in Deed Book 6252, page 235, aforesaid records.

35. Reciprocal Signage and Easement Agreement by and between CP - Forsyth Investments LLC and Avenue Forsyth LLC, to be recorded in the aforesaid records; as assigned by Avenue Forsyth LLC and CP-Forsyth Investments LLC to Forsyth Owner 1, L.P. pursuant to that certain Assignment and Assumption of Rights to be recorded in the aforesaid records.

36. All matters shown on that certain ALTA/ACSM Land Title Survey for Cousins Properties Incorporated and IX Forsyth Holdings, L.P., prepared by TerraMark Professional Land Surveying, Inc., signed, sealed and certified by Paul B. Cannon, Georgia Registered Land Surveyor No. 2928, survey dated August 21, 2012, last revised November 14, 2012.

Exhibit A

Legal Description

Shopping Center Parcel TRACT 1

All that tract or parcel of land lying and being in Land Lots 486, 487, 488, 521, 522 and 523, 2nd District, 1st Section of Forsyth County, Georgia and being more particularly described as follows:

Beginning at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141 the following courses and distances:

1. South 13°21' 19" West, 122.30 feet to a point; thence,
2. South 17°45' 27" West, 362.84 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
3. North 65°02' 30" West, 73.98 feet to a point; thence,
4. South 88°13' 23" West, 224.42 feet to a point; thence,
5. South 01°46' 37" East, 213.00 feet to a point; thence,
6. South 88°13' 23" West, 124.00 feet to a point; thence,
7. South 01°46' 37" East, 151.50 feet to a point; thence,
8. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet to a point; thence,
9. North 88°13' 23" East, 210.25 feet to a point; thence,
10. North 46°29' 56" East, 114.63 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
11. 44.25 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 05°41' 06"West, 44.25 feet to a point; thence,
12. South 49°41' 04"West, 41.73 feet to a point; thence,
13. South 00°00' 00"East, 91.89 feet to a point; thence,
14. 36.31 feet along the arc of a curve deflecting to the right, having a radius of 74.50 feet and a chord bearing and distance of South 49°13' 19"East, 35.95 feet to a point; thence,
15. 35.14 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a bearing and distance of South 01°48' 07"East, 35.14 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
16. North 46°27' 19" West, 98.28 feet to a point; thence,
17. South 88°13' 23" West, 211.96 feet to a point; thence,
18. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
19. South 01°46' 37" East, 470.00 feet to a point; thence,
20. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet to a point; thence,

21. North 88°13' 23" East, 278.39 feet to a point; thence,
22. 53.61 feet along the arc of a curve deflecting to the left, having a radius of 56.50 feet and a chord bearing and distance of North 61°02' 30" East, 51.62 feet to a point on the aforesaid Right-of-Way of Georgia State Route 141; thence, running with the aforesaid Right-of-Way of Georgia State Route 141
23. South 07°55' 10" East, 45.64 feet to a point; thence, leaving the aforesaid Right-of-Way of Georgia State Route 141
24. 22.29 feet along the arc of a curve deflecting to the right, having a radius of 66.37 feet and a chord bearing and distance of South 78°36' 11" West, 22.18 feet to a point; thence,
25. South 88°13' 23" West, 235.33 feet to a point; thence,
26. 21.76 feet along the arc of a curve deflecting to the left, having a radius of 13.98 feet and a chord bearing and distance of South 43°42' 36" West, 19.63 feet to a point; thence,
27. South 00°48' 09" East, 7.74 feet to a point; thence,
28. South 88°13' 23" West, 271.85 feet to a point; thence,
29. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
30. South 01°46' 37" East, 106.91 feet to a point; thence,
31. South 46°42' 02" East, 86.28 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway (having a variable Right-of-Way); thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
32. South 88°13' 23" West, 31.86 feet to a point; thence,
33. North 60°17' 16" West, 19.16 feet to a point; thence,
34. South 88°13' 23" West, 45.73 feet to a point; thence,
35. South 01°46' 38" East, 15.18 feet to a point; thence,
36. South 88°13' 22" West, 9.00 feet to a point; thence,
37. North 01°46' 37" West, 40.18 feet to a point; thence,
38. South 88°13' 23" West, 30.27 feet to a point; thence,
39. South 01°46' 37" East, 25.00 feet to a point; thence,
40. South 88°13' 23" West, 25.00 feet to a point; thence,
41. South 43°13' 23" West, 31.13 feet to a point; thence,
42. South 88°13' 23" West, 16.83 feet to a point; thence, leaving the said Right-of-Way of Ronald Reagan Parkway
43. North 43°13' 40" East, 86.42 feet to a point; thence,
44. North 01°46' 37" West, 118.90 feet to a point; thence,
45. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of North 46°46' 37" West, 58.69 feet to a point; thence,
46. South 88°13' 23" West, 502.00 feet to a point; thence,
47. 65.19 feet along the arc of a curve deflecting to the left, having a radius of 41.50 feet and a chord bearing and distance of South 43°13' 23" West, 58.69 feet to a point; thence,
48. South 01°46' 37" East, 107.44 feet to a point; thence,
49. South 47°14' 35" East, 86.35 feet to a point on the aforesaid Right-of-Way of Ronald Reagan Parkway; thence, continuing with the aforesaid Right-of-Way of Ronald Reagan Parkway
50. South 88°13' 23" West, 168.85 feet to a point; thence,
51. South 43°13' 23" West, 16.97 feet to a point; thence,
52. South 88°13' 23" West, 584.40 feet to a point ;

53. 73.55 feet along the arc of a curve deflecting to the left, having a radius of 1050.00 feet and a chord bearing and distance of South 86°12' 59" West, 73.54 feet to a point; thence, leaving the aforesaid Right-of-Way of Ronald Reagan Parkway
54. North 43°13' 42" East, 34.77 feet to a point; thence,
55. North 88°13' 25" East, 20.00 feet to a point; thence,
56. North 01°45' 53" West, 25.00 feet to a point; thence,
57. North 88°10' 02" East, 1.25 feet to a point; thence,
58. North 01°46' 37" West, 215.60 feet to a point; thence,
59. North 28°13' 23"East, 19.66 feet to a point; thence,
60. North 01°46' 37"West, 115.36 feet to a point; thence,
61. North 88°13' 23"East, 355.65 feet to a point; thence, 77.75 feet along the arc of a curve deflecting to the left, having a radius of 49.50 feet and a chord bearing and distance of North 43°13' 23"East, 70.00 feet to a point; thence,
63. North 01°46' 37" West, 951.75 feet to a point; thence,
64. North 81°01' 22" West, 127.25 feet to a point; thence,
65. South 67°55' 30" West, 66.08 feet to a point; thence,
66. South 53°56' 35" West, 26.56 feet to a point; thence,
67. North 80°32' 07" West, 45.35 feet to a point; thence,
68. South 69°05' 40" West, 28.47 feet to a point; thence,
69. North 41°57' 40" West, 49.83 feet to a point; thence,
70. South 70°47' 46" West, 60.76 feet to a point; thence,
71. North 85°14' 26" West, 84.43 feet to a point; thence,
72. South 68°38' 52" West, 37.47 feet to a point; thence,
73. South 82°53' 10" West, 16.25 feet to a point; thence,
74. North 19°02' 14" West, 2.16 feet to a point; thence
75. North 85°08' 38" West, 80.71 feet to a point on the aforesaid Right-of-Way of Georgia State Highway 400; thence, running with the aforesaid Right-of-Way of Georgia State Highway 400
76. North 62°03' 32" East, 210.22 feet to a point; thence,
77. North 73°20' 13" East, 615.65 feet to a point; thence,
78. North 76°43' 36" East, 1054.76 feet to a point; thence,
79. South 84°11' 20" East, 484.66 feet to a point; thence,
80. South 33°25' 42" East, 89.60 feet to the point of beginning.

Less and except the following areas known as Outparcel 10 and Outparcel 11 of The Avenue Forsyth, and being all that tract or parcel of land lying and being in Land Lots 522 and 523, 2nd District, 1st Section, Forsyth County, Georgia and being more particularly described as follows:

Commencing at the intersection of the southerly Right-of-Way Line of Georgia State Highway 400 (having a variable Right-of-Way) and the westerly Right-of-Way Line of Georgia State Route 141 a.k.a. Peachtree Parkway (having a variable Right-of-Way); thence, leaving the aforesaid point and running with the aforesaid Right-of-Way of Georgia State Route 141, South 13°21' 19" West, 122.30 feet to a point; thence, South 17°45' 27" West, 398.05 feet to a point; thence, 624.87 feet along the arc of a curve deflecting to the left, having a radius of 1,394.35 feet and a chord bearing and distance of South 04°55' 09" West, 619.65 feet to a point; thence, South

07°55' 10" East, 553.61 feet; thence, South 08°14' 17" East, 30.62 feet to a point at the intersection with the Northerly Right of Way Line of Ronald Reagan Parkway, a.k.a. The Forsyth Connector (having a variable width right of way); thence, running with the said line of Ronald Reagan Parkway, South 41°16' 04" West, 43.44 feet; thence, South 88°13' 23" West, 99.55 feet; thence, South 81°23' 16" West, 67.22 feet; thence, South 88°13' 23" West, 728.69 feet to a point at the intersection with the proposed Right of Way Dedication of Future Ronald Reagan Parkway; thence, running with the proposed line of Ronald Reagan Parkway, North 84°52' 29" West, 99.85 feet; thence, South 88°13' 23" West, 181.81 feet; thence, South 88°13' 23" West, 185.56 feet to the True Point of Beginning of the herein described tract or parcel of land; thence, leaving the said Point of Beginning and continuing with the said proposed line of Ronald Reagan Parkway

1. South 88°13' 23" West, 472.13 feet; thence, leaving the aforesaid proposed line of Ronald Reagan Parkway and running
2. North 47°32' 54" West, 86.36 feet to a point; thence,
3. North 01°46' 37" West, 228.26 feet to a point; thence,
4. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of North 43°13' 23" East, 58.69 feet to a point; thence,
5. North 88°13' 23" East, 267.89 feet to a point; thence,
6. 60.45 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 50°02' 54"East, 55.25 feet; thence,
7. 137.65 feet along the arc of a curve deflecting to the left, having a radius of 94.50 feet and a chord bearing and distance of South 50°02' 58"East, 125.80 feet; thence,
8. North 88°13' 23"East, 97.02 feet; thence,
9. 65.19 feet along the arc of a curve deflecting to the right, having a radius of 41.50 feet and a chord bearing and distance of South 46°46' 37" East, 58.69 feet; thence,
10. South 01°46' 37" East, 119.17 feet; thence,
11. South 43°19' 30" West, 69.19 feet to a point on the proposed Right-of-Way Line of Ronald Reagan Parkway and the Point of Beginning, containing 162,096 square feet or 3.7212 acres of land, more or less.

Phenix Salon Suites
KER Salon Holdings, LLC – EIN: 82-1836309
410 Peachtree Parkway, Suite 232
Cumming, GA 30014

RECEIVED
DEC 05 2019
Forsyth County Department of
Planning & Community Development
CP190048

Exhibit A - Site Plan

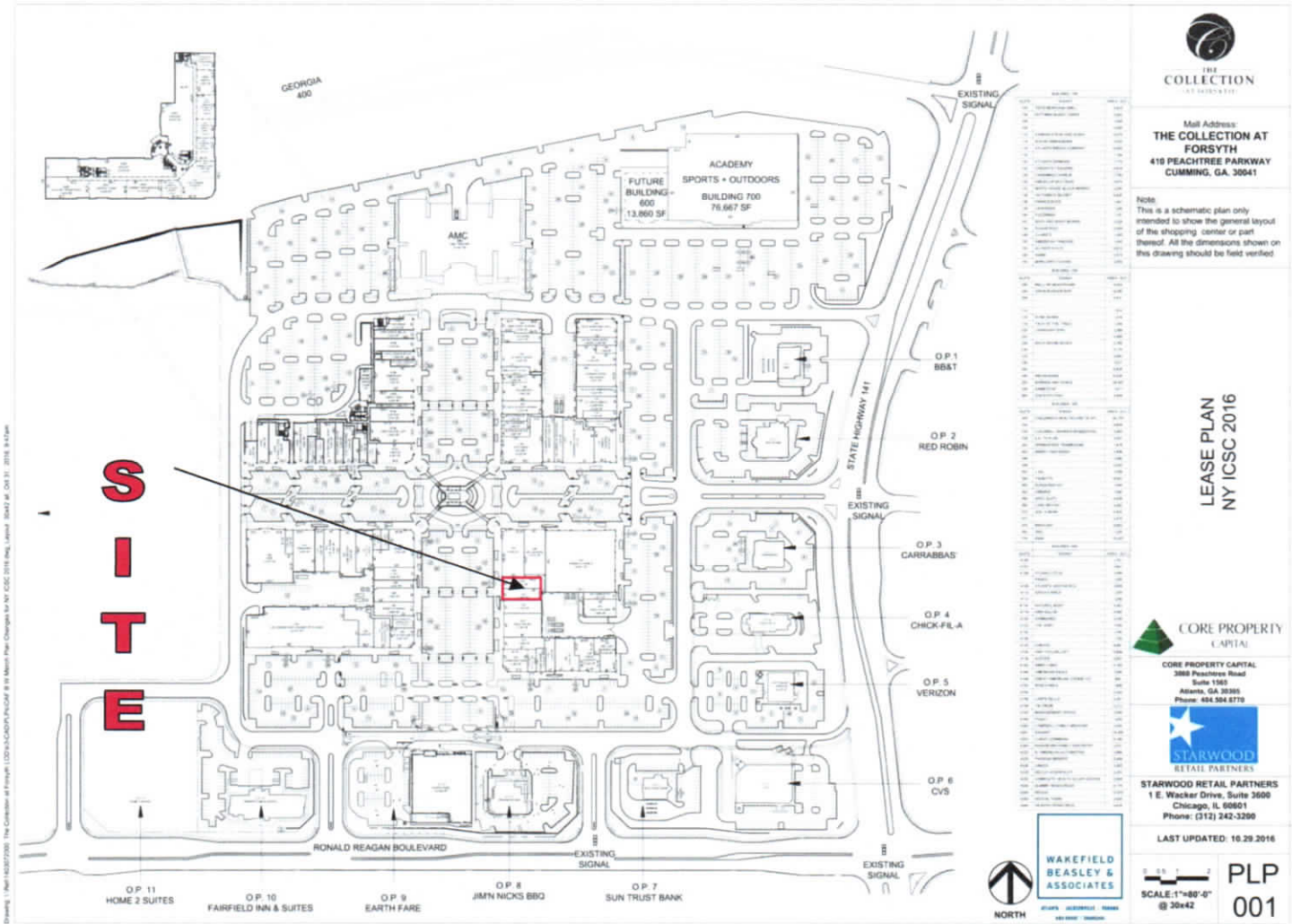
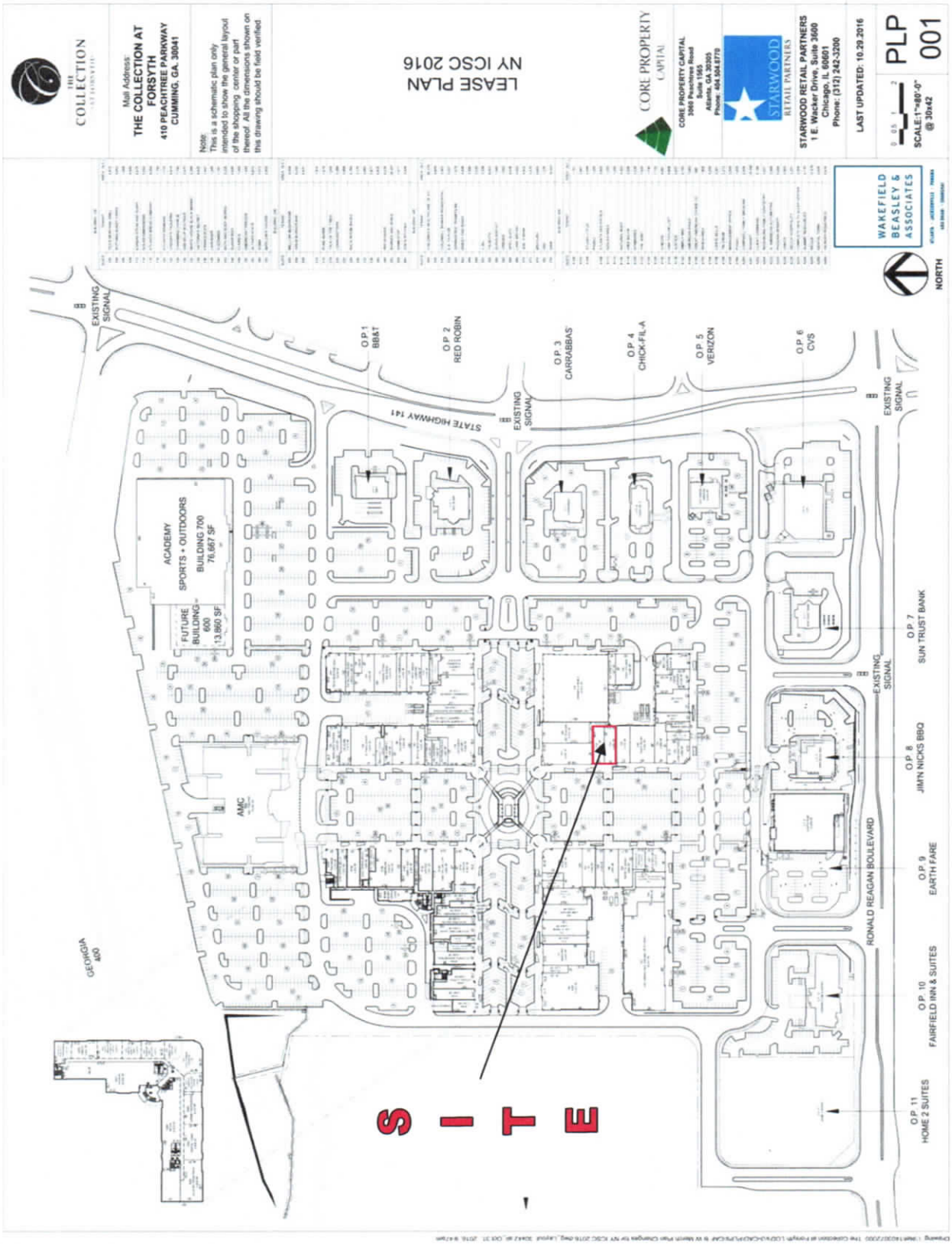


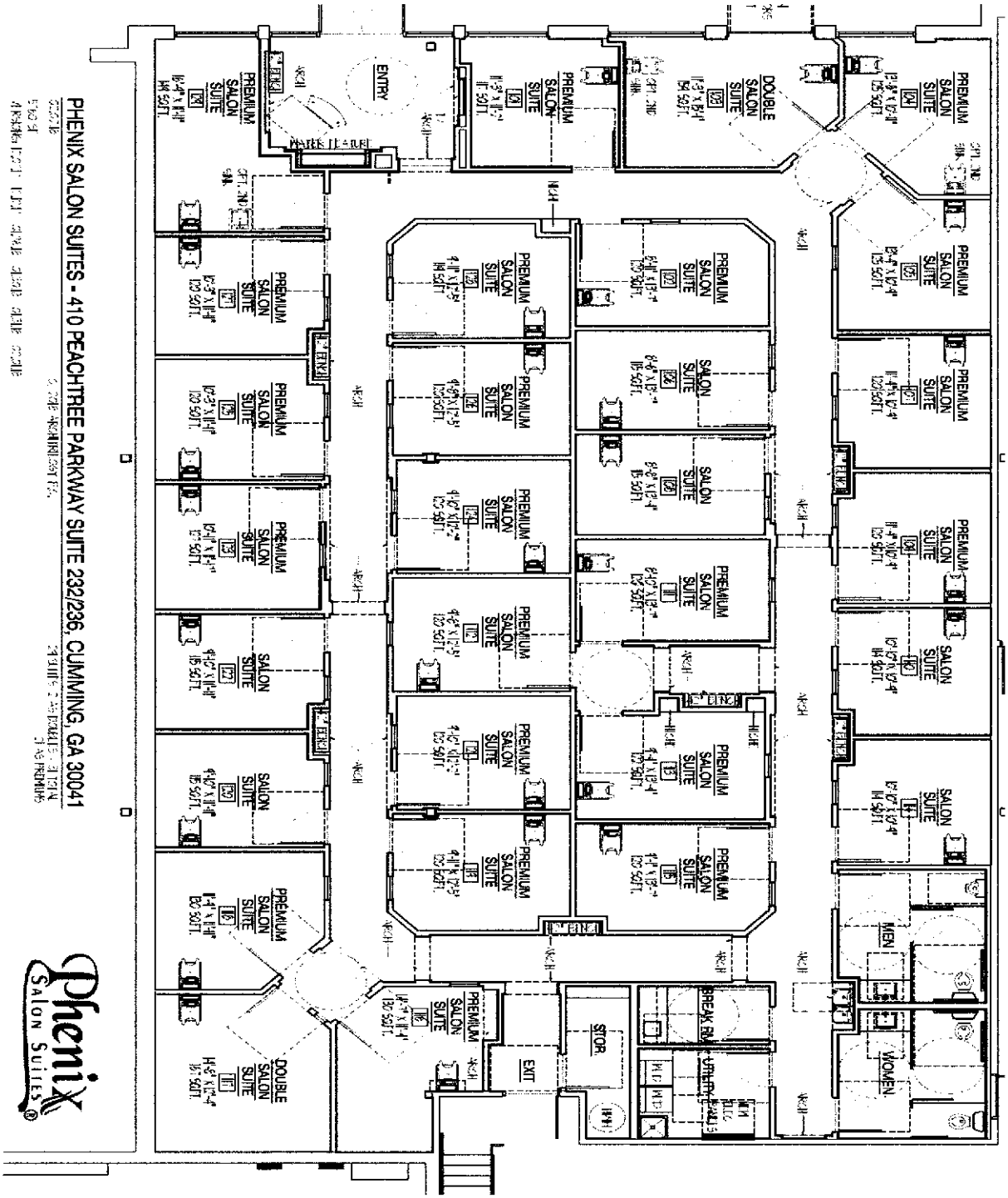
Exhibit A - Site Plan



Phenix Salon Suites

KER Salon Holdings, LLC – EIN: 82-1836309
410 Peachtree Parkway, Suite 232
Cumming, GA 30014

Exhibit B – Floor Plan



MINOR PLAT FOR THE COLLECTION AT FORSYTH

LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY,
CUMMING, GEORGIA, 30041

REVISION ONE

THIS PLAT MODIFIES THAT PLAT RECORDED AT PLAT BOOK 117 PAGE 217 OF THE FORSYTH COUNTY, GEORGIA LAND RECORDS AND AFFECTS THE BOUNDARY LINES OF THE SHOPPING CENTER PARCEL AND OUTPARCELS 10 AND 11 ONLY (BUT NOT OUTPARCELS 1,2,3,4,5,6,7,8 AND 9). IT ALSO MODIFIES THE LOCATION OF THE ROADWAY ADJACENT TO OUTPARCELS 10 AND 11.

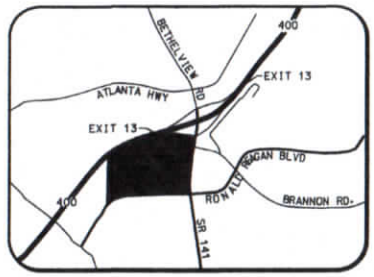
REVISION TWO

THIS PLAT MODIFIES AND SUPERCEDES THAT FINAL PLAT FOR THE AVENUE FORSYTH RECORDED AT PLAT BOOK 128 PAGE 228 OF THE FORSYTH COUNTY, GEORGIA LAND RECORDS BY MODIFYING THE SHOPPING CENTER PARCEL TO CREATE TRACTS 2 AND 3.

REVISION THREE

THIS PLAT MODIFIES AND SUPERCEDES THAT FINAL PLAT FOR THE COLLECTION AT FORSYTH RECORDED AT PLAT BOOK 139 PAGE 218 OF THE FORSYTH COUNTY, GEORGIA LAND RECORDS BY MODIFYING TRACT 3 TO REMOVE THE 10' GAP ON THE SOUTHERN PROPERTY LINE BETWEEN TRACT 3 AND OUTPARCELS 8, 9 & 7.

THE COLLECTION AT FORSYTH



LOCATION MAP
NOT TO SCALE

RECEIVED
DEC 05 2019
Forsyth County Department of
Planning & Community Development
CP190048

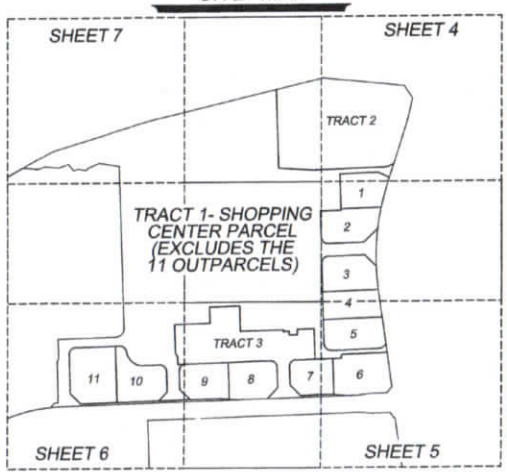
Doc ID: 014030480008 Type: PLT
Recorded: 02/20/2014 at 04:56:47 PM
Fee Amt: $64.00 Page 1 of 8
Forsyth County, GA
Greg G. Allen Clerk Superior Ct
BK 142 PG 124-131

APPROVED BY DEPARTMENT OF ENGINEERING
FEB 20 2014
RENEE P. HOGE, PE

APPROVED BY: DEPARTMENT OF WATER SEWER
FEB 20 2014
Ben House, P.E.

FORSYTH COUNTY PLANNING AND DEVELOPMENT
FEB 19 2014
APPROVED BY
SUSAN GREEN

SITE MAP



OWNER'S CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND THAT ALL STATE AND LOCAL TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID.

OWNER: FORSYTH OWNER 1, L.P., A DELAWARE LIMITED PARTNERSHIP

WITNESS

NOTARY PUBLIC

CYNTHIA MIRABELLI
Notary Public
Fulton County
State of Georgia
My Commission Expires Feb 7, 2017

OWNER'S CERTIFICATE

I, THE UNDERSIGNED OWNER HEREBY DEDICATE THE ACCESS EASEMENT SHOWN ON THIS PLAT TO THE COMMON USE OF THE OWNER, OR OWNERS, OF THE LOT WITHIN THIS SUBDIVISION. IT IS FURTHER ACKNOWLEDGED THAT THE ACCESSWAY AND ANY IMPROVEMENTS WITHIN SUCH ACCESS EASEMENT SHALL NOT BE ACCEPTED BY FORSYTH COUNTY, GEORGIA, BUT SHALL REMAIN PRIVATELY OWNED AND MAINTAINED.

OWNER: FORSYTH OWNER 1, L.P., A DELAWARE LIMITED PARTNERSHIP

WITNESS

NOTARY PUBLIC

CYNTHIA MIRABELLI
Notary Public
Fulton County
State of Georgia
My Commission Expires Feb 7, 2017

SURVEYORS CERTIFICATE

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

GEORGIA REGISTERED No. 2928 LAND SURVEYOR PAUL B. CANNON

PAUL B. CANNON, RLS
REGISTERED NUMBER: 2928
1-16-14

TerraMark Land Surveying, Inc.
1396 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax No. (770) 421-0552
www.terramarkls.com
C.O.A.# LSF000810
TerraMark Professional Land Surveying

No	Revision	Date
#1	REVISE TRACT 3 PROPERTY	01/16/14
#2		
#3		
#4		
#5		
#6		
#7		
#8		

Project No.: 2012-0360
Survey Crew: JK,DW
Drawn By: JDW
Approved By: PBC
Date: 10/14/13
Scale: 1"=100' PATH: SURVEY\1 2013\ 2013-0360\ DGN\ MINOR PLAT\DGN

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
1/8
DRAWING# TM13-036D

REFERENCE MATERIAL

1. GEORGIA STATE HIGHWAY DEPT FOR GA. HWY 400
FEDERAL AID PROJECT. APD-0056-1(14)RW
DATED: 09-17-71

2. DEPARTMENT OF TRANSPORTATION OF
THE STATE OF GEORGIA R/W PLANS
FOR SR. 141 WIDENING PROJECT
FEDERAL AID PROJECT STP-104-1(39)

3. RIGHT OF WAY PLANS FOR THE FORSYTH CONNECTOR
PREPARED BY: MORELAND ALTOBELLI ASSOCIATES, INC.
DATED: 11-13-02

4. ALTA/ACSM LAND TITLE SURVEY FOR
COUSINS PROPERTIES, INC.
BY TERRAMARK LAND SURVEYING, INC.
DATED: 02/24/06

5. DESIGN PLANS PREPARED BY SOUTHERN
CIVIL ENGINEERS FOR THE AVENUE FORSYTH
PROVIDED IN ELECTRONIC FORMAT AND LAST
REVISED ON APRIL 16, 2007.

6. VESTING DEEDS TO AVENUE FORSYTH, LLC
RECORDED IN DB 4803, PAGES 594-736
AMONG THE LAND RECORDS OF
FORSYTH COUNTY, GEORGIA

7. PARCEL SEPARATION PLAT FOR THE AVENUE FORSYTH (PHASE 1)
RECORDED IN PLAT BOOK 117 PAGE 217
AMONG THE AFORESAID LAND RECORDS

8. ALTA/ACSM LAND TITLE SURVEY FOR
COUSINS PROPERTIES, INC.
BY TERRAMARK LAND SURVEYING, INC.
DATED: 09/21/12 AND LAST REVISED 11/30/12

9. LIMITED WARRANTY DEED TO
FORSYTH OWNER 1, L.P., A DELAWARE LIMITED PARTNERSHIP
RECORDED IN DB 6490 PAGES 227-236
DATED NOVEMBER 29, 2012
AMONG THE AFORESAID LAND RECORDS.

10. FINAL PLAT FOR THE AVENUE FORSYTH
PREPARED BY TERRAMARK LAND SURVEYING, INC.
DATED JANUARY 21, 2009 AND LAST REVISED SEPTEMBER 13, 2009
RECORDED IN PB. 126 PG. 229
AMONG THE AFORESAID LAND RECORDS

11. FINAL PLAT FOR THE COLLECTION AT FORSYTH
PREPARED BY TERRAMARK LAND SURVEYING, INC.
RECORDED IN PB. 126 PG. 316
AMONG THE AFORESAID LAND RECORDS

FORSYTH COUNTY
PLANNING AND DEVELOPMENT
FEB 19 2014
APPROVED BY
SUSAN GREEN

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 46°29'56" E	114.63'
L2	N 46°37'19" W	98.28'
L3	S 00°48'09" E	1.74'
L4	S 88°13'23" W	271.66'
L5	S 01°46'37" E	106.91'
L6	S 46°42'23" E	86.26'
L7	S 88°13'23" W	31.86'
L8	N 00°17'16" W	19.16'
L9	S 88°13'23" W	45.79'
L10	N 01°46'37" W	40.18'
L11	S 88°13'23" W	30.27'
L12	S 01°46'37" E	25.00'
L13	S 88°13'23" W	25.00'
L14	S 43°13'23" W	31.19'
L15	N 47°14'56" W	88.35'
L16	N 01°49'37" W	107.44'
L17	S 01°46'37" E	118.90'
L18	S 43°13'40" W	86.42'
L19	N 47°32'54" W	88.36'
L20	S 01°46'37" E	119.17'
L21	S 43°19'30" W	89.19'

CURVE TABLE

CURVE	ARC	RADIUS	CHORD	BEARING
C1	65.19'	41.50'	58.69'	S 46°46'37" E
C2	53.81'	56.50'	51.82'	N 61°02'37" E
C3	22.29'	56.37'	22.15'	S 78°39'11" W
C4	21.76'	13.99'	19.63'	S 45°42'36" W
C5	65.19'	41.50'	58.69'	S 43°13'23" W
C6	65.19'	41.50'	58.69'	N 43°13'23" E
C7	65.19'	41.50'	58.69'	S 46°46'37" E
C8	65.19'	41.50'	58.69'	N 43°13'23" E
C9	60.49'	41.50'	55.26'	S 50°02'54" E
C10	137.69'	94.50'	125.80'	S 50°02'58" E
C11	65.19'	41.50'	58.69'	S 46°46'37" E

AREA TABLE

TRACT 1 (SHOPPING CENTER PARCEL) -	1,723,196 SF	OR	39.5592 AC
TRACT 2 -	380,779 SF	OR	8.7415 AC
TRACT 3 -	203,257 SF	OR	4.6661 AC
TOTAL -	2,307,232 SF	OR	52.9668 AC

RIGHT OF WAY TRACT AND OUTPARCELS ARE NOT INCLUDED IN TOTAL

RIGHT OF WAY TRACT 3 -	3,226 SF	OR	0.0741 AC

EASEMENT LEGEND

ALL EASEMENTS SHOWN PER REF. ITEM #5

#1 BELLSOUTH EASEMENT	DB. 4918 PG. 4
#2 POLE LINE EASEMENT	DB. 1870 PG. 162 & DB. 1912 PG. 184
#3 DRIVEWAY EASEMENT	DB. 1457 PG. 198
#4 SANITARY SEWER EASEMENT	DB. 6135 PG. 381
#5 INGRESS/ EGRESS EASEMENT	DB. 4835 PG. 489 & DB. 5540 PG. 742
#6 POWER R/W EASEMENT	DB. 4784 PG. 667
#7 WATERLINE EASEMENT	DB. 6136 PG. 266
#8 RESTRICTED AREA	DB. 4224 PG. 313
#9 WALL MAINTENANCE AREA	DB. 4835 PG. 489 & DB. 5540 PG. 732
#10 LIMITED ACCESS	DB. 1458 PG. 72 & DB. 1460 PG. 20
#11 DRAINAGE EASMENT	DB. 3536 PG. 191
#12 MEDIAN CUTS & TRAFFIC AGREEMENT	DB. 4803 PG. 742
#13 JOINT DRIVEWAY AREA	DB. 6187 PG. 1 & PB. 126 PG. 179
#14 UTILITY CONNECTION AREA	DB. 6187 PG. 1
#15 EASEMENT EXPANSION AREA	DB. 6559 PG. 716
#16 DRIVEWAY ACCESS POINT	DB. 1458 PG. 72 & DB. 1460 PG. 20
#17 20' DETENTION POND ACCESS EASEMENT	PB. 126 PG. 175

COUNTY NOTES

IRRIGATION SYSTEMS ARE PROHIBITED ON ALL EXISTING AND PROPOSED COUNTY RIGHT OF WAY AND CONSIDERED TO BE A VIOLATION OF THE COUNTY'S ORDINANCE PROHIBITING UNPERMITTED RIGHT OF WAY ENCROACHMENTS.

FORSYTH COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF ANY PIPES, DITCHES, DETENTION/WATER QUALITY PONDS OR OTHER STRUCTURES WITHIN ANY DRAINAGE EASEMENT BEYOND THE COUNTY RIGHT OF WAY.

UPON RECORDING OF THIS PLAT, ALL SANITARY SEWER EASEMENTS LOCATED ON THE SHOPPING CENTER PARCEL ARE DEDICATED TO FORSYTH COUNTY WATER & SEWER DEPARTMENT (OR PRIVATE SANITARY SEWER OWNERS) AND CANNOT BE REMOVED WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

MAINTENANCE OF WATER QUALITY FACILITY IS THE RESPONSIBILITY OF THE OWNER. THE OWNER AGREES TO PERFORM AN ANNUAL INSPECTION AND PROVIDE ANY NECESSARY MAINTENANCE.

NO BUILDINGS OR OTHER PERMANENT STRUCTURES, EXCLUDING THOSE FENCES REQUIRED ALONG WALLS PER FORSYTH COUNTY DEVELOPMENT STANDARDS, MAY BE LOCATED WITHIN A DRAINAGE OR ACCESS EASEMENT WITHOUT PRIOR APPROVAL BY THE FORSYTH COUNTY DEPARTMENT OF ENGINEERING.

NO BURY OR BURN SITES HAVE BEEN OBSERVED.

NO BUILDINGS OR OTHER PERMANENT STRUCTURES, EXCLUDING FENCES, MAY BE BUILT ON ANY SANITARY SEWER EASEMENT WITHOUT PRIOR APPROVAL FROM FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

DEVELOPER HAS 1-YEAR MAINTENANCE FROM THE DATE OF SIGN OFF ON ALL WATER AND SEWER INFRASTRUCTURE, INCLUDING PUMPING STATIONS, BEFORE COUNTY WILL ASSUME RESPONSIBILITY.

NO POOL DRAINS, DUMPSTER PADS, OR ROOF DRAIN DISCHARGE ALLOWED IN SANITARY SEWER LINES.

100-YEAR UPSTREAM ELEVATION AT PIPES/ INLETS ARE CONTAINED WITHIN THE STORM STRUCTURES, UNLESS OTHERWISE SHOWN

WATER SOURCE IS THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER AND SANITARY SEWER SOURCE IS THE FORSYTH COUNTY DEPARTMENT OF WATER AND SEWER

1/2" REBAR PINS SET AT ALL CORNERS.

APPROVED AS-BUILT REQUIRED PRIOR TO CERTIFICATE OF OCCUPANCY FOR ANY STRUCTURE.

PERMANENT STRUCTURES OR FENCES WILL NOT BE ALLOWED IN THE SANITARY SEWER EASEMENT OR THE UTILITY EASEMENT WITHOUT PRIOR APPROVAL FROM THE FORSYTH COUNTY WATER AND SEWER DEPARTMENT.

TITLE NOTES

1. ACCORDING TO THE FIRM (FLOOD INSURANCE RATE MAP) OF FORSYTH COUNTY, PANEL NUMBERS 13117C0145 F, DATED MARCH 4, 2013, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCE NOT SHOWN ON THIS SURVEY. PROPERTY IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY BOTH RECORDED AND UNRECORDED.

3. AS OF THE DATE OF THIS SURVEY, TITLE TO PROPERTY APPEARS TO BE VESTED IN FORSYTH OWNER 1, LP., A DELAWARE LIMITED PARTNERSHIP PER DB. 6490 PGS. 227-236, FORSYTH COUNTY, GA RECORDS.

4. SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF STATE ROUTE 141 AND THE FORSYTH CONNECTOR AKA RONALD REAGAN BOULEVARD

SURVEY NOTES

EQUIPMENT USED:
A TOPCON 223 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.

A TRIMBLE R-8 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.

CLOSURE STATEMENT:
TRACT 1 (SHOPPING CENTER PARCEL) HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 362,065 FEET. TRACT 2 IS ACCURATE WITHIN ONE FOOT IN 190,320 FEET. TRACT 3 IS ACCURATE WITHIN 162,784 FEET.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAD A CLOSURE OF ONE FOOT IN 57,166 FEET AND AN ANGULAR ERROR OF 1 PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (GA WEST ZONE) NAD83.

ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES.

MEASURING UNITS OF THIS PLAT ARE IN U.S. SURVEY FEET.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY TO THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND INFORMATION.

INFORMATION REGARDING STORM SEWER AND SANITARY SEWER AS SHOWN HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE GROUND ELEVATION OF THE EXISTING STRUCTURE. TERRAMARK EMPLOYEES ARE NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE. THEREFORE, THERE IS NO CERTAINTY OF THE PIPE SIZES AND PIPE MATERIAL THAT ARE SHOWN ON THIS SURVEY. EXCAVATION BY A CERTIFIED CONTRACTOR IS THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THE PIPE INFORMATION SHOWN HEREON.

STATE WATERS AND BUFFERS AS SHOWN HEREON ARE SUBJECT TO REVIEW BY LOCAL JURISDICTION OFFICIALS. IT IS THE RESPONSIBILITY OF THE LOCAL AUTHORITY TO DETERMINE SPECIFIC WATER CLASSIFICATION. THEREFORE TERRAMARK LAND SURVEYING ACCEPTS NO RESPONSIBILITY IN THE IDENTIFICATION OF SAID WATERS OR BUFFERS IDENTIFIED HEREON.

PROPERTY IS SUBJECT TO RIGHTS OF UPPER AND LOWER RIPARIAN OWNERS IN AND TO THE WATER OF CREEKS AND BRANCHES CROSSING OR ADJOINING SUBJECT PROPERTY AND THE NATURAL FLOW THEREOF, FREE FROM DIMINUTION OR POLLUTION.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS OR ENTITY.

TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON SEPTEMBER 7, 2012.

SITE INFORMATION

OWNERS ADDRESS: FORSYTH OWNER 1, L.P., A
DELAWARE LIMITED PARTNERSHIP
410 PEACHTREE PARKWAY
CUMMING, GA. 30041
(770) 886-8801

ZONING: CBD : SEE ZONING CONDITIONS

LANDSCAPE STRIPS: FRONT YARD- 25', SIDE YARD- 0'
REAR YARD- 10'

GEORGIA REGISTERED LAND SURVEYOR
PAUL S. CANNON
17614

TerraMark Land Surveying, Inc.
1330 Bells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax No. (770) 421-3592
www.terramarkls.com
C.O.A.# LSF000815
TerraMark
Professional Land Surveying

No	Revision	Date
1	REVISE TRACT 3 PROPERTY	01/09/14

Project No. 2012-0000
Survey Date: 09/07/12
Survey Crew: JK,DW
Drawn By: DW
Approved By: PSC
Date: 10/14/13
Scale: 1"=100'

PATH: SURVEY\2013\2013-0000\DWG\MINOR PLAT.DWG

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
2/8
DRAWING TM13-0000

ZONING RESOLUTIONS

Forsyth County Department of Planning and Development

PLANNING • BUILDING INSPECTIONS • BUSINESS LICENSE

August 14, 2012

Lipscomb, Johnson, Sleister, Dailey & Smith, LLP
Attn: Emory Lipscomb
112 North Main Street
Cumming, GA 30040

Dear Mr. Lipscomb:

RE: ZA# 3047 (AZ120018), Amendment of zoning conditions

Please be advised that the Board of Commissioners approved your request to amend condition #14 placed on ZA# 3047.

The conditions now read as follows:

1. All streams shall have a minimum 50 foot undisturbed buffer and 75 foot impervious setback measured from the top of the bank. If federal, state or local law requires a greater buffer and/or impervious setback, such as buffers required by the Part V criteria, the greater buffer and impervious setback shall apply.

2. The development must meet fire flows of 1500 gpm, or irrigation demands, whichever is greater. All improvements to the County water and sewer systems that are required to serve this development, as determined by the Forsyth County Water and Sewer Department, shall be designed and constructed at the expense of the developer.

3. It will be the responsibility of the developer to install a sewer line to connect to the Forsyth County public sewer system. Sewer lines installed to serve this development will be sized to serve the entire basin. Line sizes and materials must be in accordance with the Forsyth County Sewer Master Plan. In areas of the project where public sewer is not installed, the developer shall provide a separate sewer easement (permanent and construction easement) for future installation of public sewer in all areas designated by the Department or by the Forsyth County Sewer Master Plan.

4. If road widening is required as part of the project, such as addition of a left turn lane or deceleration lane, any necessary water main relocation (as determined by Forsyth County) will be done at the developer's expense.

5. All improvements shall conform to Forsyth County Construction Standards and Specifications, latest edition.

6. Developer shall construct improvements on Ronald Reagan Boulevard and S. R. 141 as required by Department of Engineering and/or Georgia DOT based on final configuration of site plan.

7. Exterior construction hours including grading and site preparation shall be limited to 7:00 a.m. to 7:00 p.m., Monday thru Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. There shall be no outside construction on Sunday.

8. Deleted.

9. Garbage dumpsters shall be enclosed and gated. All pickup shall be between 6:00 a.m. and 9:00 p.m., Monday thru Saturday.

10. Signage on the subject property shall conform to the Forsyth County Sign Ordinance.

11. Exterior lighting fixtures shall be of a type and situated so that light is directed only downward. The fixtures shall be not closer than 5 feet of the perimeter of a parking lot. Fixtures shall be no more than 25 feet high and shall be designed so as to minimize light spillage to not more than 1-foot candle along the boundary of the property.

12. The applicant acknowledges the close proximity of the subject property to existing schools and a school under construction and further acknowledges that any business on the subject property that is engaged in the sale of alcoholic beverages must conform to the provisions of the Forsyth County Alcohol Ordinance and the applicable laws of the State of Georgia.

13. Site plan to be approved by the District 2 Commissioner.

14. The following uses shall not be permitted on the subject property:

    (a) Bars, lounges or nightclubs, provided that this shall not preclude a restaurant from having a bar;
    (b) 24 hour businesses, except drug stores, emergency medical facilities, hotels and gas stations;
    (c) Adult novelty stores
    (d) Adult entertainment stores
    (e) Pawn shops
    (f) Pool halls and
    (g) Tattoo parlors

This action was taken at their regular meeting on Thursday, August 2, 2012.

If you have any questions, please call.

Sincerely,

Thomas W. Brown

Tom Brown, AICP
Director

TB:lk

110 EAST MAIN STREET • SUITE 100 • CUMMING, GEORGIA 30040 • (770) 781-2115 • FAX (770) 781-2157

OPEN SPACE CALCULATIONS

PREPARED BY THE FORESITE GROUP, INC.

OPEN SPACE CLACULATIONS	AREA IN SQ FT
TRACT 1 OPEN SPACE	379,724 SQ FT
TRACT 1 TOTAL AREA	1,723,196 SQ FT
	0.220 = 22%
TRACT 2 OPEN SPACE	109,043 SQ FT
TRACT 2 TOTAL AREA	380,779 SQ FT
	0.286 = 29%
TRACT 3 OPEN SPACE	30,569 SQ FT
TRACT 3 TOTAL AREA	203,257 SQ FT
	0.150 = 15%

PARKING CALCULATIONS

PREPARED BY THE FORESITE GROUP, INC.

Parking Calculations	Building SF	Parking Requirements	Proposed Parking
Tract 1	472,491 SF	2,126 Spaces (@ 4.5/1,000 SF- joint parking)	1,781
Tract 2	72,668 SF (Academy Sports)	327 Spaces (@ 4.5/1,000 SF- joint parking)	447 Spaces
Tract 3	-	-	347 Spaces

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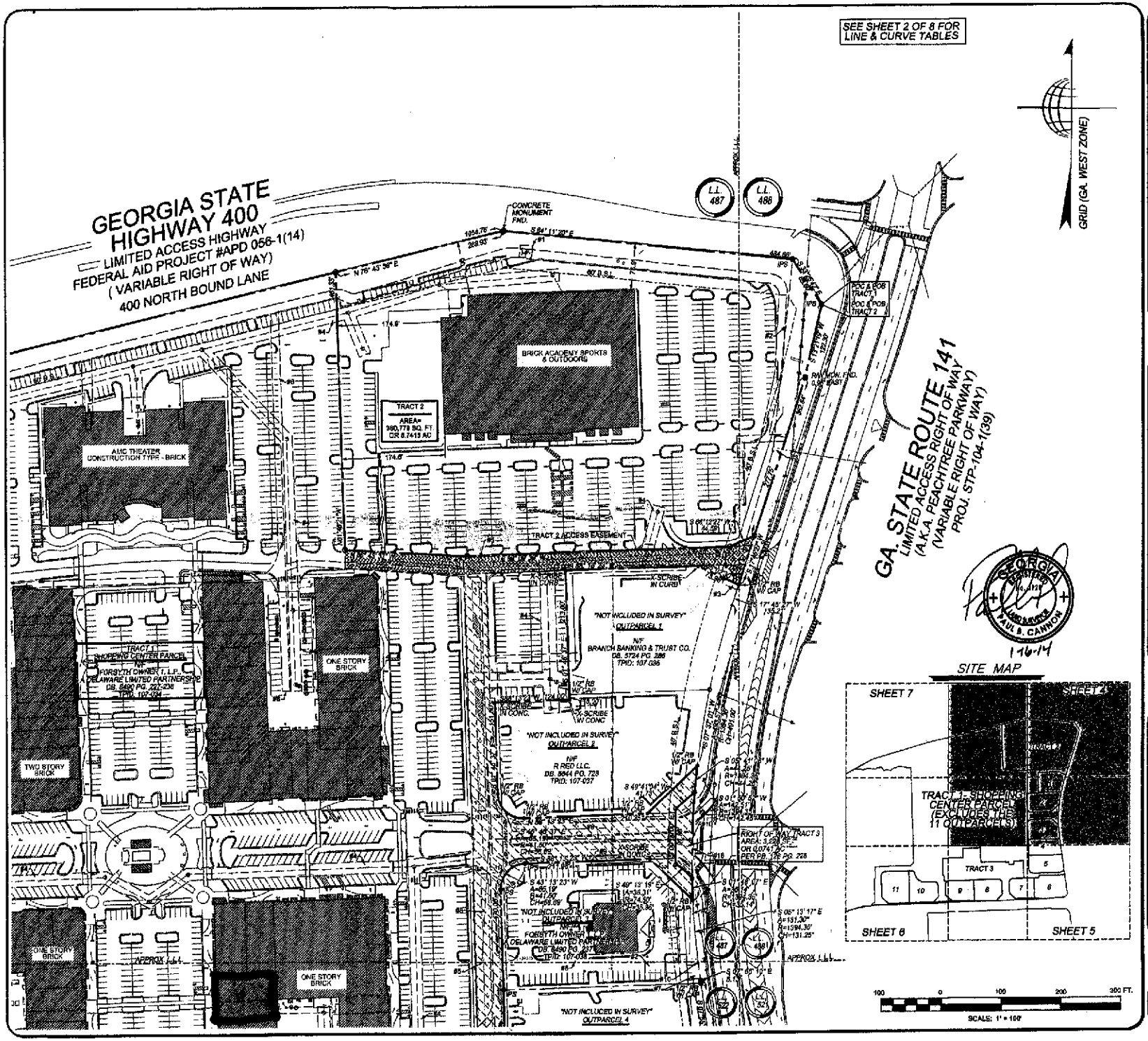
Fax No. (770) 421-0662
www.Terramark.com
C.O.A.# LSF000810
TerraMark Professional Land Surveying

Project No.	Revision	No	Revision	Date
Survey Crew:	JK,OW	#1	REVISE TRACT 3 PROPERTY	10/16/14
Drawn By:	JDW	#2		
Approved By:	PRC	#3		
Date:	10/14/13	#4		
Scale:	1"=100'	#5		

PATH: SURVEY1.2013\2013-0380\DGN MINOR PLAT.DGN

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
3/8
DRAWING# TM13-0380



TerraMark Land Surveying, Inc.
1396 Kells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax No. (770) 421-1932
E-mail: tmls@bellsouth.net
C.O.A.# LSF000811

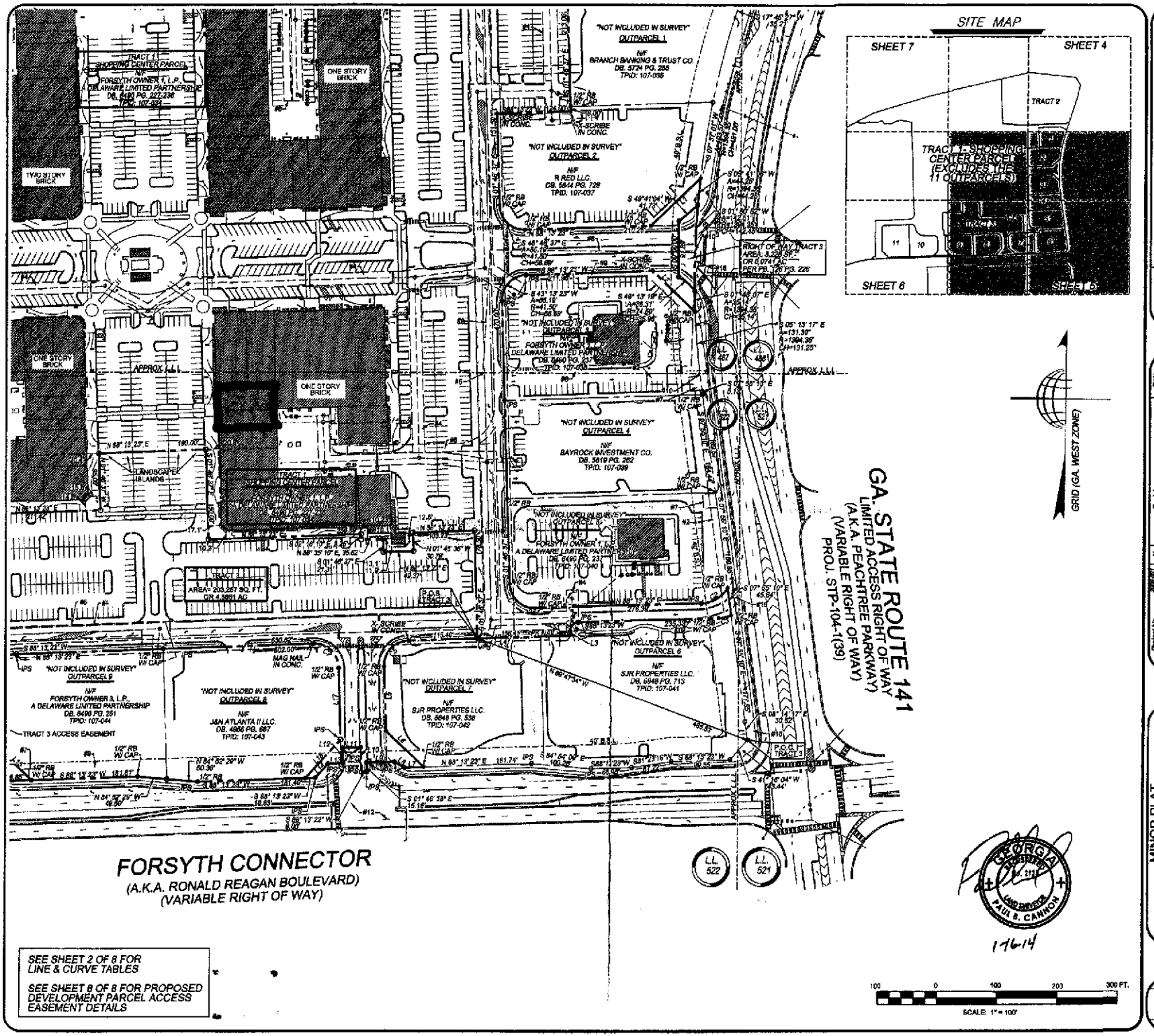
TerraMark
Professional Land Surveying

No.	Revision	Date
1	REVISE TRACT 3 PROPERTY	07/18/14

Project No. 2013-080
Survey Crew: JK,DW
Drawn By: JDW
Approved By: PSC
Date: 10/14/13
Scale: 1"=100'
PATH: SURVEY\2013\2013-080\CONDO\DSH MINOR PLAT.DGN

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
4/8



TerraMark Professional Land Surveying
TerraMark Land Surveying, Inc.
1590 Sells Ferry Road
Marietta, Georgia 30066
Phone No. (770) 421-1927
Fax No. (770) 421-1932
www.TerraMark.com
C.O.A.#LSF000810

No.	Revision	Date
#1	REVISE TRACT 3 PROPERTY	07/09/14

Project No. 3686.001
Survey Date: 3/20/2014
Survey Chkd: JK,DW
Drawn By: JEW
Approved By: PBC
Date: 10/14/13
Scale: 1"=100'

PLAT SURVEY 3/20/2013 (UNDER DGR MINOR PLAT/DGN

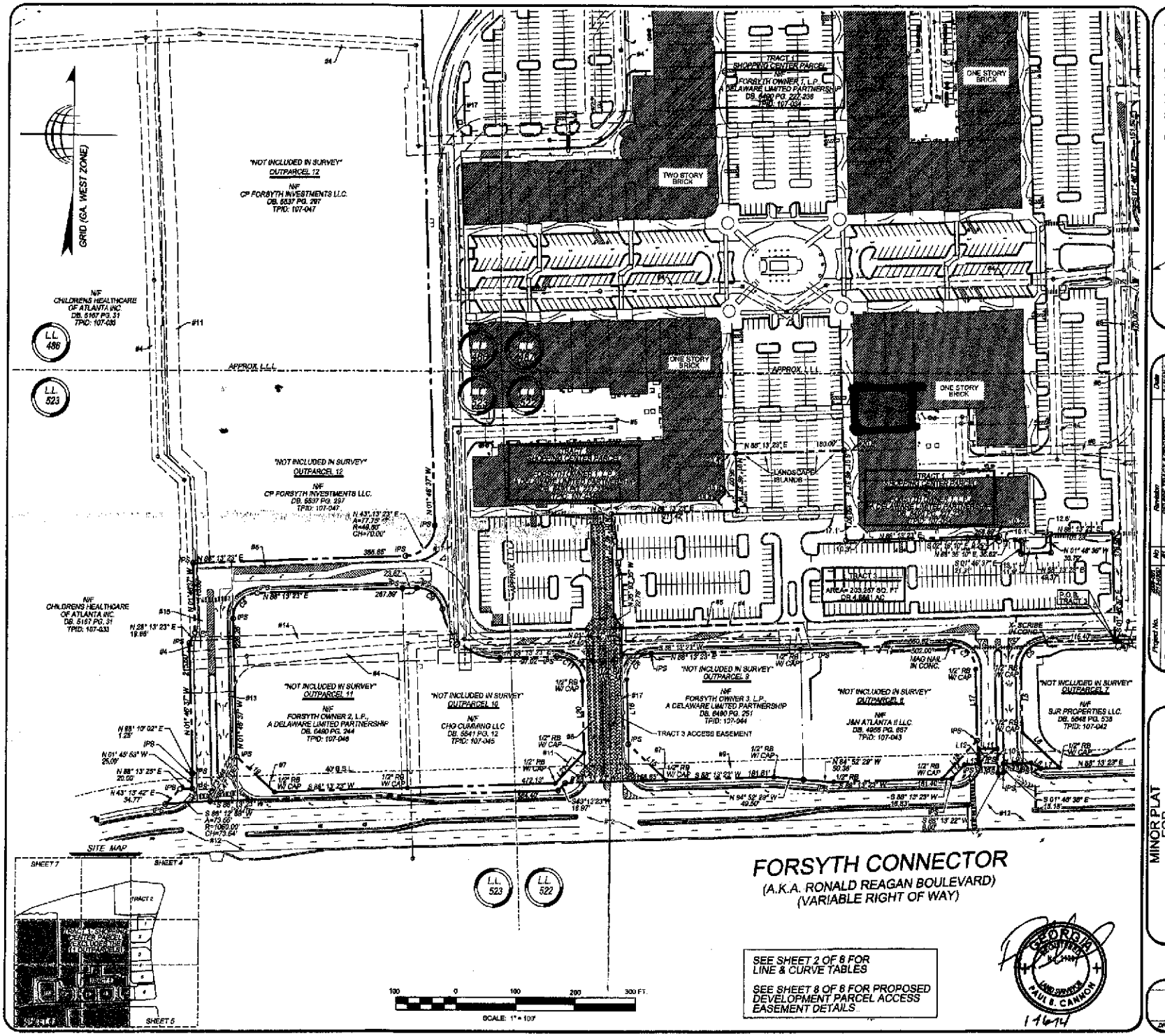
MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

GEORGIA REGISTERED LAND SURVEYOR PAUL B. CANNON

17614

SHEET NO. 5/8

DRAWINGS TM15-036C



FORSYTH CONNECTOR

(A.K.A. RONALD REAGAN BOULEVARD)
(VARIABLE RIGHT OF WAY)

SEE SHEET 2 OF 8 FOR LINE & CURVE TABLES

SEE SHEET 8 OF 8 FOR PROPOSED DEVELOPMENT PARCEL ACCESS EASEMENT DETAILS

GEORGIA REGISTERED LAND SURVEYOR PAUL B. CANNON

14614

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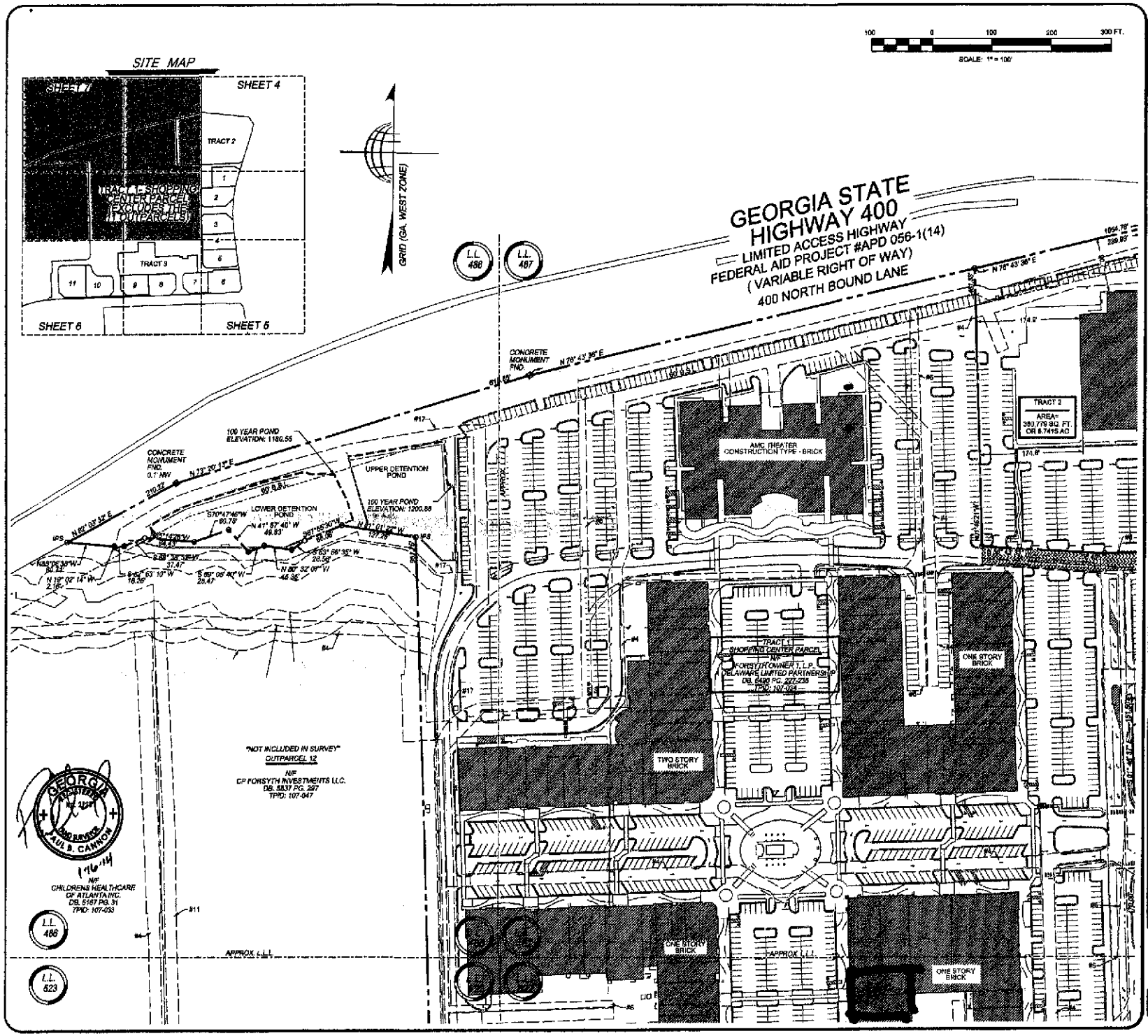
C. O. A.# LSF000810
TerraMark Professional Land Surveying

Project No.	2013-001 2013-0080	No	Revision	Date
Survey Crew:	JKLDW	#1	REVISE TRACT 3 PROPERTY	01/16/14
Drawn By:	JDW	#2		
Approved By:	RBC	#3		
Date:	10/14/13	#4		
Scale:	1"=100'	#5		

PATH: SURVEY 2013 2013-0080 DGN MINOR PLAT.DGN

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
6/8
DRAWING# TM13-0080



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TerraMark
Professional Land Surveying

No.	Revision	Date
1	REVISE TRACT 2 PROPERTY	01/16/14

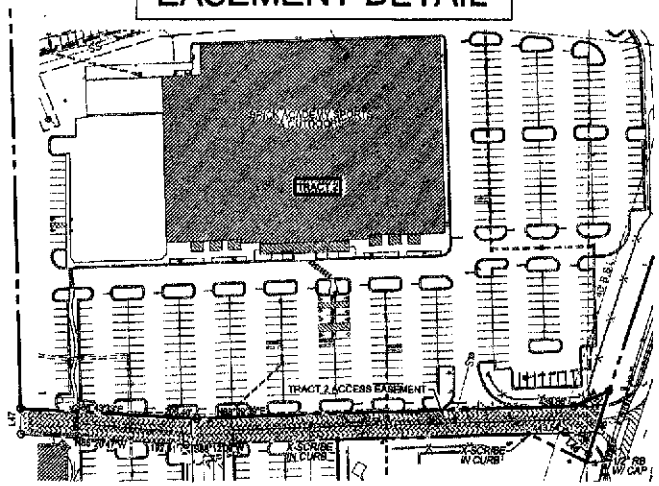
Project No. 2013-0000
Survey Date: 12/13/13
Drawn By: JKW
Approved By: PBC
Date: 1/21/2014
Scale: 1"=100'

PATH: SURVEY\ 2013\ 2013-0000\ DGN\MINOR PLAT.DGN

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

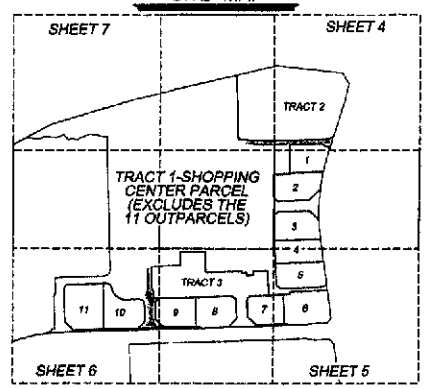
SHEET NO.
7/8
DRAWING 7813-0360

TRACT 2 ACCESS EASEMENT DETAIL

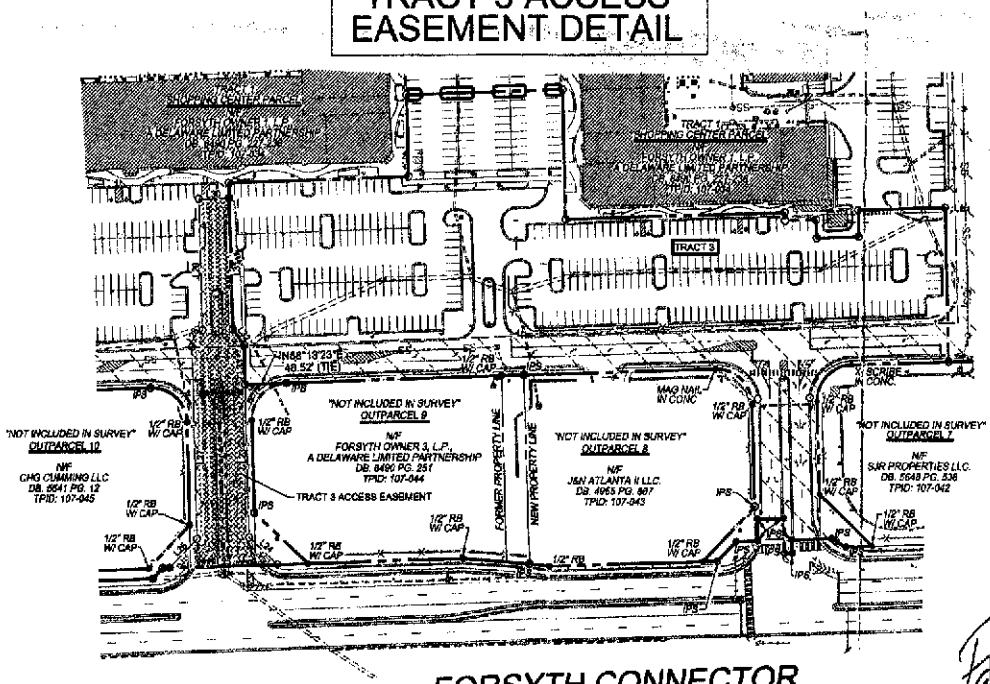


GRID (GA. WEST ZONE)

SITE MAP



TRACT 3 ACCESS EASEMENT DETAIL



FORSYTH CONNECTOR
(A.K.A. RONALD REAGAN BOULEVARD)
(VARIABLE RIGHT OF WAY)

100 0 100 200 300 FT.
SCALE: 1" = 100'

GEORGIA REGISTERED 3128 LAND SURVEYOR PAUL S. CANNON

11614

LINE TABLE

LINE	BEARING	DISTANCE
L22	S 01°46'37" E	177.16'
L24	S 46°12'44" E	45.04'
L25	S 88°13'23" W	124.94'
L26	N 43°19'30" E	45.84'
L27	N 01°46'37" W	222.54'
L28	N 31°30'21" E	22.78'
L29	N 01°46'37" W	151.70'
L30	N 88°13'23" E	35.00'
L31	S 01°46'37" E	181.70'
L32	S 58°09'08" E	22.78'
L33	S 01°46'37" E	45.40'
L44	N 66°12'27" E	44.59'
L45	S 171°45'27" W	76.08'
L46	N 48°19'53" W	30.42'
L47	N 00°41'21" W	20.53'

EASEMENT LEGEND

- TRACT 2 ACCESS EASEMENT
- TRACT 3 ACCESS EASEMENT
- INGRESS/EGRESS EASEMENT (DB. 4835 PG. 489 & DB. 5540 PG. 742)

SURVEY NOTES

CLOSURE STATEMENT:
THE TRACT 2 ACCESS EASEMENT HAS BEEN CALCULATED FOR CLOSURE AND IS ACCURATE WITHIN ONE FOOT IN 139,915 FEET.THE TRACT 3 ACCESS EASEMENT IS ACCURATE WITHIN ONE FOOT IN 94,178 FEET.

EASEMENT AREA TABLE

TRACT 2 ACCESS EASEMENT	20,945 SQ FT OR 0.4808 AC
TRACT 3 ACCESS EASEMENT #1	22,559 SQ FT OR 0.5179 AC
TOTAL ACCESS EASEMENT AREA	43,504 SQ FT OR 0.9987 AC

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TerraMark Professional Land Surveying

Project No.	3CS-081	No.	Revision	Date
Survey Date:	3/13-03/13	#1	REVISE TRACT 3 PROPERTY	07/18/14
Survey Crew:	JK,DW	#2		
Drawn By:	JDW	#3		
Approved By:	PSC	#4		
Date:	10/14/13	#5		
Scale:	1"=100'	#6	PATIC SURVEY 1.2013 2013-0380 DGN MINOR PLAT.DGN	

MINOR PLAT
FOR
THE COLLECTION AT FORSYTH
LOCATED IN LAND LOTS 486, 487, 521, 522 AND 523
2ND DISTRICT, 1ST SECTION
FORSYTH COUNTY, GEORGIA

SHEET NO.
8/8
DRAWING# TM13-0380